

**Master Agreement between the
Ithaca Education Association**

And the

**Ithaca Public Schools
Board of Education**

July 1, 2012 – June 30, 2013



PROFESSIONAL EMPLOYMENT AGREEMENT
2012-2013

This agreement entered into this 2nd day of August 2012, between the Board of Education of the Ithaca Public Schools, Ithaca, Michigan, hereinafter called the "Board," and the Ithaca Education Association/MEA/NEA, hereinafter called the "Association."

WITNESSETH:

WHEREAS, The Association has been recognized by the Board as the exclusive bargaining agents of the teachers for the purposes of dealing with the Board on matters of teacher concern; and

WHEREAS, the laws of the State of Michigan authorize public employers to enter into collective bargaining agreements with the representatives of their employees; and

WHEREAS, The Board and Association agree to incorporate such agreement and other matters into formal contract;

THEREFORE, the parties agree as follows:

_____ Superintendent	_____ Date	_____ Board President	_____ Date
_____ IEA President	_____ Date	_____ IEA Vice President	_____ Date

ARTICLE I
RECOGNITION

- A. The Board recognizes the Association as the sole and exclusive bargaining representative as defined in Section 11 of Act 379, Public Acts of 1965 with respect to wages, hours, and working conditions for all full-time and part-time teachers under contract with the Ithaca Board of Education including personnel on tenure, probation, counselors, alternative education teachers and librarians, but excluding executives, supervisory personnel, social workers, substitutes, adult education teachers, office and clerical personnel, and all others. Part-time personnel not under contract are affected and governed by this contract only to such extent as they are specifically stated or designated in this Agreement.
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.
- C. The Board recognizes that valuable assistance can be gained in its responsibility of determining school policies relating to instruction and curriculum through effective communication with the Association. The Association will form ad hoc committees to assist the Board in their studies. Findings shall be submitted to and considered by the Board.

ARTICLE II
ASSOCIATION AND TEACHER RIGHTS

- A. The Board agrees that it will not discriminate against any teacher because of his/her membership in the Association or his/her participation in the lawful activities of the Association as defined through the articles of this contract, such as the lawful process of negotiations or the filing of a grievance; and the Association agrees that it will not discriminate against non-members or an applicant member because of his/her former association or unassociation-like activities.
- B. The Association and its representatives shall have the right to use school buildings at no charge provided that the principal of that building is informed, that extra maintenance or service costs shall be paid by the Association, and that such use will not interfere with other scheduled activities.
- C. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property provided that this shall not interfere with or interrupt normal school operations or fulfillment of teacher's assigned professional responsibility.
- D. The Association shall have the right to use school facilities and equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use and will stand repair of damages caused by abnormal use.
- E. The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use the teacher mail boxes for communications to teachers.
- F. The Board, upon request, shall make readily available to the Association all information which is available to the public. The Board shall cooperate in helping the Association to locate such information not in published form but meeting the above specifications, including, but not limited to: annual financial reports and audits, register of certified personnel, tentative budgetary requirements and allocations (including County allocation board budgets), agendas and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all teachers.
- G. The Board shall make available to the Association any new or revised fiscal or budgetary programs, or major revisions of educational policy.

- H. Recognizing the value of a healthy work force, the Board agrees to provide \$500 to match employee contributions of \$500 to establish or continue the operation of an employee wellness program. This program will be coordinated and overseen by a committee made up of Board and Association representatives.

ARTICLE III
RIGHTS OF THE BOARD

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States. The exercise of such powers, rights, and authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and the laws and Constitution of the State of Michigan and of the United States.

Rights of the Board shall include by way of illustration and not by way of limitation, the right to:

1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the employer.
2. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the hours of work and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement.
3. The right to direct the working forces, not in conflict with specific provisions of this Agreement; including the right to hire, promote, suspend, and discharge employees; transfer employees; assign work or extra duties to employees; determine the size of the work force, to lay off and to recall employees.
4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods to carry out its operations.
5. Adopt reasonable rules and regulations.
6. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
7. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
8. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
9. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.
10. Determine the policy affecting the selection of employees providing such selection shall be based upon lawful criteria.

ARTICLE IV
ACADEMIC FREEDOM AND PROFESSIONAL BEHAVIOR

- A. The academic freedom of teachers to facilitate student inquiry into issues and conduct discussions among students regarding issues for educational purposes is encouraged and recognized as an acceptable endeavor, provided all sides of a controversial issue are presented fairly and the discussion is not used to proselytize students. In conducting such discussions the teacher will give deference to the maturity of the students involved and the nature of the issue. The teacher must comply with any regulations of the State Department of Education or laws of the State limiting instruction in a particular area to teachers of specific qualifications. The teacher must also adhere to the curriculum requirements and teaching methods adopted by the Board.
- B. Teachers agree to comply with reasonable written rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement provided that a teacher may reasonably refuse to carry out an order which unnecessarily threatens physical safety or well being.

ARTICLE V
CONDITIONS OF EMPLOYMENT

- A. All teachers who are presently members of the Association and all new teachers employed since January 1, 1970, as a condition of continued employment shall within thirty (30) days after the beginning of employment either:
 - 1. Sign and deliver to the Board an assignment authorizing deduction of membership dues of the Association (including the National and Michigan Education Associations) and such authorization shall continue in effect from year to year unless revoked in writing.
 - 2. Cause to be paid to the Association a representation fee equal to the non-member's proportionate share of the cost of the negotiating and administering this Agreement. The Association shall deliver to the superintendent, annually, a written statement specifying the amount of the non-member's representation fee.

Any teacher who is a member of the Association, or who has applied for membership, or chosen the option of representation fee may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association, including the NEA and MEA or representation fee. Such authorization shall continue in effect from year to year unless revoked in writing. Pursuant to such authorization, the Board shall deduct one tenth of such dues from the second regular salary check of the teacher each month for ten months, beginning in September and ending in June of each school year. Deductions for

teachers employed after the commencement of the school year shall be appropriately prorated to complete payments by the following June. The Board agrees promptly to remit to the respective Associations all moneys so deducted accompanied by a list of teachers from whom the deductions have been made.

- B. In the event that the bargaining unit member does not pay such membership dues or service fee directly to the union, or authorize payment through payroll deduction, the employer shall, pursuant to MCLA 408.477; MSA 17.277 (7) and at the written request of the Association, deduct the membership dues or service fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member.
- C. The Association will save the Ithaca Public Schools, Board of Education, past and present members of the Board of Education and past and present administrators, and agents of the Board harmless, collectively and individually, from any and all claims, causes of action, liability, costs, and expenses including witnesses and attorney fees or other incidental cost of prosecution or defense or any liability, resulting from the prosecution or defense or any action claimed or otherwise to which they or any of them may be subject by virtue of enforcing the provisions of this article.

Should any individuals or entities indemnified and held harmless pursuant to this provision elect to retain counsel to defend itself/himself/herself, it/he/she will choose between its/his/her own counsel and counsel offered by the Association on the basis of the Board's evaluation of experience and competency offered by the considered counsels.

ARTICLE VI
TEACHING HOURS

- A. Teachers shall be required to report for duty as per the following time schedule. Exceptions are made for Fridays and on days preceding holidays and vacations, when the teacher's day shall end after the buses have departed.

Full Student Days:

Students (Elementary)		7:50 a.m. - 3:15 p.m.
Teacher Work Day, Elementary	=	7:40 a.m. - 3:25 p.m.
Students (Jr./Sr. High School)	=	8:00 a.m. - 2:55 p.m.
Teacher Work Day, Jr./Sr. High	=	7:40 a.m. - 3:25 p.m.

Half Student Days:

Students (Elementary)	=	7:50 a.m. - 11:30 a.m.
Teacher Work Day Elementary	=	7:40 a.m. - 3:25 p.m.
Students (Jr./Sr. High School)	=	8:00 a.m. - 11:20 a.m.
Teacher Work Day, Jr./Sr. High	=	7:40 a.m. - 3:25 p.m.

The bell at the Elementaries will be adjusted to ring at 7:50 to start the student day.

- B. Three times yearly, the students will be dismissed one hour (one class period in the Jr./Sr. High School) early for two hour department meetings for the purpose of curriculum development, coordination, general school improvement activities or mutually agreed upon total staff meetings.

Extended Staff Days

Students (Elementary)	7:50 a.m. - 2:15 p.m.
Students (Jr./Sr. High)	8:00 a.m. - 1:55 p.m.
Teacher Work Day	7:40 a.m. - 4:15 p.m.

- C. Teachers are required to attend prearranged teacher meetings not to exceed two (2) per month to begin not more than 30 minutes before classes begin or to last longer than 30 minutes after the normal end of the contract day. These meetings are not to occur after school on Friday or on the last day before a break except in emergency situations. Other necessary staff meetings after or before the normal student day but within the teacher work day may be

scheduled by the building principal(s) and shall not count towards the two per month limit.

- D. Teachers are encouraged to remain for a sufficient period after the close of the pupil's school day to attend to those matters which properly require attention at that time, including consultations with parents when scheduled directly with the teacher.
- E. The normal teaching load in the junior and senior high school shall include at least one unassigned preparation period per day equivalent to a normal teaching period. If the district changes to an alternative scheduling format, the Association and Board agree to meet for the purpose of scheduling preparation periods. Assignment to a supervised study period shall be considered a teaching period for the purposes of this article.
- F. Elementary teachers will be provided one twenty (20) minute duty-free recess period each day for preparation. In the half-day kindergarten and half-day pre-kindergartens covered by this contract, each teacher will be provided with one ten (10) minute duty-free recess period each day for each of the morning and afternoon sessions. In addition, elementary teachers may use 200 minutes per week for preparation time during which their classes are receiving instruction from various teaching specialists. Four of these specials shall be a minimum of 40 minutes in length. Half-day kindergarten and half-day pre-kindergarten level teachers covered by this contract will be provided 200 minutes per week for preparation. The specials shall be a minimum of 25 minutes in length. Elementary teachers shall be scheduled for no less than a fifteen (15) minute conference or preparation period per day. This preparation period shall immediately follow the scheduled lunch period.
- G. All teachers shall be entitled to a duty-free uninterrupted lunch period of at least 30 minutes per day.
- H. The responsibility to participate in parent-teacher conferences shall be considered a part of the regular teaching assignment. Conferences shall be scheduled to conclude no later than 8:30 p.m. according to the bargained schedule:

Dates for parent teacher conferences will be determined by the negotiated school calendar.

Half Day Kindergarten/Half Day Young 5's/Half Day Pre-Kindergarten teachers, for which this contract applies, shall be compensated at half their regular per diem rate for one additional day for their participation in the additional evening of parent teacher conferences and half their additional responsibilities associated with Kindergarten Round-up if outside the regular work day. Full day Kindergarten and full day Pre-Kindergarten teachers shall be compensated at half their regular per diem rate for additional responsibilities associated with Kindergarten Round-up if outside their regular work day.

- I. The responsibility to participate in an open house shall be considered a part of the regular teaching assignment. The open house shall last no more than two (2) hours.
- J. Teachers of music, art, laboratory sciences, physical education, library sciences, special education and reading consultants or other unique position teachers shall be provided with relief and preparation time to the same extent as other teachers in the district.
- K. No departure from the requirements contained in this article, except in case of emergency,

shall be made without prior consultation with the Association. In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance procedure hereinafter set forth.

- L. If a teacher, upon request, and at his/her option, shall teach more than the normal teaching load, as set forth in this article, he/she shall receive additional compensation at his/her professional service rate for each period in excess of such norms. The professional service rate is the

Contractural Salary

(Number of periods in the normal school day) X (the number of days in membership)

- M. It shall be the general practice of all parties in interest to process grievance procedures during times which do not interfere with assigned duties; provided, however, in the event it is agreed by the Board to hold proceedings during regular working hours, a teacher participating in any level of the Grievance Procedure, with any representative of the Board shall be released from assigned duties without loss of pay.

ARTICLE VII
CLASS LOAD AND TEACHING CONDITIONS

The parties recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end.

A. Because the pupil/teacher ratio is an important aspect of an effective educational program, the parties agree that class sizes shall be lowered whenever possible to meet the following maximum standards:

1.	Elementary	Maximum
	Young 5's	18/teacher
	Kindergarten	25/teacher
	First - Third Grade	25/teacher
	Fourth - Sixth Grade	25/teacher
	Combination Rooms	20/teacher
2.	Secondary	Maximum
	English Literature	28/teacher
	English Composition	20/teacher
	Social Studies	25/teacher
	Mathematics	25/teacher
	Science	24/teacher
	Language	25/teacher
	Business	25/teacher
	Tech I	30-32/teacher
	Clerical Block	22/teacher
	Industrial Arts	24/teacher
	Drafting	24/teacher
	Homemaking	24/teacher
	Music	175/day/teacher
	Art	25/teacher
	Physical Education	45/teacher

B. The Board agrees to continue to make available in each school word processing and duplicating facilities and clerical personnel to aid teachers in the preparation of instructional material.

C. The Board recognizes texts in subject matter fields, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, manipulatives, learning activities, technology supplies, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools. The Board will rule on all joint decisions thereon made by its representative and the Association.

D. Teacher aides will continue to be used to relieve teachers of non-teaching tasks. Teacher aides will have the same authority as a classroom teacher has in their supervision of

cafeteria, hall, and playground duties. If teacher aides are available, they will be used to assist teachers whose class size exceeds the limits established in Section A (1 and 2) of this article.

- E. Under no condition shall a teacher be required to drive a school bus as part of his/her regular assignment.
- F. The Board shall make available in each school adequate lunch room, rest room and lavatory facilities exclusively for teacher use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge. Provisions for such facilities will be made in all future building.
- G. Private telephone facilities shall be made available to teachers for their reasonable use. Extensions should be placed at strategic locations in each building. Teachers making personal long distance or toll calls must use a personal telephone calling card or their own home telephone number to which the calls will be charged.
- H. The campus of each school shall be smoke-free.
- I. The following special provisions shall apply to any Interactive Television (ITV) educational program. Either the Board or the Association may decide to reopen Article VII, section I, in June, 1994.
 - 1. For the purpose of the ITV project, no member of the IEA may be laid off nor may there be any reduction in the total number of bargaining unit members employed or the hours worked as a direct result of the implementation and use of this pilot.
 - 2. Definitions:
GratiotIsabella Interactive TV Project (GIITV), a pilot project, GIITV shall be defined as the teaching of students via a two-way interactive television system.

Originating Site District shall be defined as the location where the teacher responsible for the telecommunication class is located.

Remote Site District shall be defined as the location/designation where class instruction is being received via television.
 - 3. At the originating site, the interactive TV teacher will be responsible for the course content, material selection, instruction, testing and evaluation of the students at the originating site and at all remote sites. Teachers who are presenting ITV courses shall not be responsible for the behavior or discipline of students at remote sites.
 - 4. Assignments to ITV classes shall be made on a voluntary basis.
 - 5. Total class size, including students at the originating site and those at remote sites, shall not exceed thirty (30) students per teacher, per class hour.
- J. Teachers getting a new student(s) will have 24 hours notice to prepare materials for the new

student, unless it occurs on count day. If the notification occurs on Friday, the teacher will have until Tuesday to prepare for the new student's arrival.

ARTICLE VIII
DEPARTMENT CHAIRPERSONS

- A. Teachers in any department in the junior or senior high school level and elementary level shall each year select from among their numbers nominee(s) for the department chairperson or grade level chairperson. The junior high, senior high and elementary principals will then select the department chairperson from among the nominees.
- B. Specific duties of the department chairpersons shall be determined by the Superintendent or his designated representative following consultation with the Association President or designee. The department chairperson shall, in addition, exercise coordinating and administrative functions within the department, serving as liaison between the teachers of the department and the school administration and shall serve on the building School Improvement Committee or assign someone else from his/her department. Such chairpersons shall not be considered as supervisory employees.
- C. The following departments shall be established at the secondary level:

Language Arts	Practical Arts (Industrial Arts & Home Ec.),	
Mathematics	World Studies	
Fine/Performing Arts	Physical/Health Education	Science
Computer Coordinator	Special Education,	Business Education
- D. No more than two months prior to the close of each school year, all chairpersons, and/or individuals, will meet with the administration for the purpose of presenting budget requests. Any additional area which needs budgetary consideration will also be included.

ARTICLE IX
STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. Classroom discipline is basically a professional responsibility of the teacher. The Board recognizes its responsibility to give full support and assistance to teachers with respect to the maintenance of control and discipline in the classroom when such discipline is exercised in accordance with District policies, rules, and procedures. Student discipline in the hallways/buildings is a cooperative responsibility of the administration and the teachers.
- B. It is recognized that discipline problems are less likely to occur in classes which are well taught and where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise, and emphasis upon the child's desirable characteristics. It is also expected that classroom teachers will utilize all administrative and consultant assistance services so that every effort is made to provide an education for all children.
- C. Teachers and administrators will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his/her parents when warranted. A teacher may exclude a pupil from one class when the grossness of the offense, their persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his/her teaching obligations will allow, full particulars of the incident. Suspension of students from school may be imposed by a principal or his designated representative.
- D. Teachers have every right to defend themselves in the case of physical assault. Teachers shall receive legal assistance from the Board in case of injury or court action resulting from such incidences. Use of reasonable physical force to restrain a student or stop a fight is permissible.
- E. Time lost for court appearance ordered by a subpoena in a school connected legal action shall not reduce salary or be charged against the teacher's leave time. Any compensation received for such appearances shall be returned to the Board.
- F. In the event a teacher is absent from work because of an injury compensable under Workers' Compensation laws, the injured teacher shall be entitled to be paid the difference between Workers' Compensation and his/her regular salary to the extent of the sick leave available. (Charges against sick leave in such a situation shall be for only such portion of a day or days as is not paid by Workers' Compensation.) The amount of compensation paid to a teacher pursuant to this Section shall not result in compensation in excess of what the teacher would have received by his/her regular contracted salary.
- G. Complaints of a parent, directed toward a bargaining unit member, shall be called to his/her attention promptly. This notification should be as a matter of information and may not necessarily require corrective action or recording. Any formal action taken upon any complaint by a parent of a student directed toward a teacher, or any notice thereof to be included in said teacher's personnel file must be promptly reported in writing to the teacher concerned. If the Administration feels that unprofessional behavior is involved,

and the bargaining unit member requests, the Association shall be notified.

- H. A teacher shall at all times be entitled to have present a representative of the Association when he/she is being formally reprimanded, or disciplined for any infraction of rules or delinquency in professional performance. In the event the disciplinary action or reprimand is intended, teachers shall be informed of their right to request the presence of an Association representative. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.
- I. No teacher shall be disciplined, reprimanded, reduced in compensation, demeaned professionally, or deprived of any contractual right without just cause (just cause includes the concept of progressive discipline). Discharge, or demotion shall be subject to the Tenure Act. All information forming the basis for disciplinary action will be made available to the teacher and, at the request of the teacher, to the Association.
- J. Should a teacher suspect that a student is suffering from a serious and/or contagious health problem, the teacher shall promptly advise the principal. A teacher shall be informed of any serious and/or contagious health problems of any student under their supervision known by school authorities to exist from information supplied by the affected student's parents or public health officials, which condition may require special attention from the teacher. The teacher shall maintain complete confidentiality of the information supplied.

ARTICLE X

SPECIAL TEACHING ASSIGNMENTS

- A. Assignments for the Driver Education, and Summer School programs will be made by the Board on the basis of preference to teachers possessing the necessary training, qualifications, experience, and regularly employed in the district during the normal school year. Teachers shall be compensated for teaching in any of such programs at the rate set forth in salary schedule ED-5 and ED-6.
- B. The Board agrees at all times to maintain a list of substitute teachers. Teachers shall be informed of a telephone number and web site they may use before 6:30 a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the Board or its designated administrator to arrange for a substitute teacher. If a teaching specialist for elementary Art, Music, or Physical Education is absent from work and if a qualified substitute is available, said teacher shall be used to substitute for the absent teaching specialist.
- C. Supervision by a teacher of a student teacher shall be voluntary. A teacher shall receive the amount paid by the college or university. If a cooperating teacher is still supervising his/her student teaching, the student teacher nor the cooperating teacher can be pulled to cover a classroom within the first four weeks of student teacher placement or without supervising teachers AND administrator's consent if subs are unavailable.
- D. Teacher aides will be allowed to supervise junior and senior high study halls.
- E. At the option of the Administration, a teacher may agree to substitute for another during a prep

period or if the teacher who agrees to substitute has a student teacher. In such a case, the teacher will be compensated \$15 per hour at elementary or class period at Jr./Sr.. High. The district will provide a time sheet for the purpose of documentation.

ARTICLE XI
SPECIAL STUDENT PROGRAM

- A. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the administration will take reasonable steps to aid the teacher in his/her responsibilities with respect to such pupil.
- B. When a teacher has one or more pupils in class who constitute serious behavior problems, the teacher shall seek the assistance of the principal and such specialized service personnel as needed to help the pupil in his adjustment to school and society.
- C. When a general education teacher is assigned a student from a special education program for severely impaired students (OHI, SMI, SCI, MOCI) the teacher shall not be expected to perform routine, scheduled maintenance of a medical appliance or apparatus used by the student to sustain his/her bodily functions nor render routine, scheduled care or maintenance of exceptional bodily functions related to the student's impaired condition. The teacher shall be informed as to emergency measures which may be necessary on occasion due to the student's impaired condition. It shall be the responsibility of the teacher to implement the student's individualized education plan for attending to the educational needs of the student while in the teacher's class.
- D. The IEP (Individualized Education Planning) process will include input from appropriate teachers. It shall be the responsibility of the administration and the Special Education Department Chairperson and/or the special education teacher or specialist on whose caseload the student has been, or likely will be assigned, to notify and work with the affected teachers. This notification will occur as soon as possible. Input shall be defined as attendance at the IEPC meeting or written and/or verbal communications pertaining to the student in question.
- E. In the event the school district seeks a Special Education waiver from the Michigan Department of Education, the district will notify the Association within ten (10) working days.

ARTICLE XII
QUALIFICATION AND ASSIGNMENTS

- A. Except temporarily and for good cause, teachers shall be assigned within the scope of their teaching certificates and/or their major or minor fields of study, and the Association shall be notified in each instance, along with written statement of reasons, when an assignment does not meet these requirements. Temporary shall be defined for the purposes of this article as not to extend beyond the current year. This section shall not apply to the employment of non-certified teachers in accordance with Section 1233b of the Revised School Code.
- B. All teachers shall be given written notice of their tentative schedules for the forthcoming year by the end of the school year. Tentative elementary class lists will be available two weeks before school begins. In the event that changes in such schedules and lists are made, all teachers affected will be promptly notified to make preparation for the new assignment.
- C. When making assignments in addition to the normal teaching load, preference shall be granted to staff members provided, however, that assignments shall be made on the basis of qualifications. The Board shall advertise twice yearly seeking interested persons for unfilled extra-curricular positions. An extra-curricular position occupied by a non-bargaining unit member shall be considered vacant at the end of the school year. In the event that extra-curricular positions are not filled through the aforementioned steps, the administration may assign such responsibilities to staff members who have not assumed their proportionate share of extra-curricular responsibility during the school year. Teachers shall sign a Supplementary Salary Notice prior to assuming an extra-curricular position. This section shall not be construed as limiting the requirement that teachers of the following subjects accept the assignments to extra-curricular positions related to the academic assignments (journalism teacher/annual, agricultural teacher/FFA, music teachers, band, band camp and choir).
- D. Reimbursements for extra-curricular responsibilities will be in accordance with salary schedules ED-5 and ED-6. Rights to make assignments listed under ED-5 and ED-6 annually shall remain with the Board.
- E. Except as provided in Article XVII, to be qualified for an assignment a teacher must satisfy North Central Accreditation standards and requirements and any requirements contained in State and federal law, including the requirements in the No Child Left Behind Act pertaining to highly qualified teachers. Without notice to the Association, the Board shall take no action to comply with the No Child Left Behind act of 2001, as amended, 20 USC 6301 et seq., that has an adverse impact on any bargaining unit member due to not being a highly qualified teacher.

ARTICLE XIII
VACANCIES, PROMOTIONS, AND TRANSFERS

A. VACANCIES

1. A vacancy shall be defined for purposes of the Agreement as:
 - a. A position the Board has determined exists that it wishes to fill, and
 - b. An existing position that is in excess of the total number of teachers employed (including teachers on layoff and leave), and
 - c. An existing position that was previously held by a bargaining unit member whose employment with the Board has been severed, or
 - d. A newly created position in the bargaining unit.
2. This definition of a vacancy shall not apply to a bargaining unit position held by a teacher who is on leave for less than or equal to one (1) school year.
3. Regardless of any provisions of this Agreement, the Board shall not be required to post notice of any vacancies or transfer any teacher to any position if there are certified and qualified teachers for that position on layoff.
4. The Association recognizes that when vacancies occur, it may be difficult to fill them from within the district without undue disruption to the existing instructional program. If the superintendent in his reasonable judgment so determines, such a vacancy may be filled from without the district staff on a temporary or tentative basis until the end of the current school year, at which time the position will be considered vacant. An individual employed on a temporary or tentative basis until the end of the current school year pursuant to this provision shall be laid off upon completion of the school year and shall not have seniority or contractual rights to continued employment or recall under this Agreement. Such an individual shall not be considered to be a member of the bargaining unit while employed on a temporary basis. The layoff notification requirements contained in this Agreement shall not apply.
5. When a vacancy in the bargaining unit arises, the superintendent shall notify the Association. Such vacancy shall not be filled from outside the bargaining unit until at least ten days after notification of the Association. The Board reserves the right to fill vacancies on the basis of its determination of qualifications of all applicants.

B. Voluntary Transfers

The Board recognizes that while it may be desirable in making assignments to consider the interests and aspirations of its teachers, it shall first consider the needs of the educational program. Requests by a teacher for transfer to a different class, building or position shall be made in writing, one copy of which shall be filed with the superintendent and one copy shall be filed with the Association. The application shall set forth the reasons for transfer, the school, the grade or position sought, and the applicant's academic qualifications. Such requests shall be renewed once each year to assure active consideration by the Board.

C. Involuntary Transfers

The Superintendent shall be responsible for the transfer of all faculty personnel. Any involuntary transfer will be made only in case of emergency, the reduction of staff in a building or district, or to prevent undo disruption of the instructional program. The superintendent shall notify the affected teacher in writing at least ten days prior to effective date of said transfer of the reasons for such transfer. The affected teacher may notify the Association of these reasons. If the teacher objects to such transfer for the reasons given, he/she may request in writing that his/her objections be presented to the Board for their review. Request for such consideration will be presented to the superintendent by the Thursday preceding the Board's next scheduled regular meeting so that it may be presented as an agenda item.

An "involuntary transfer" will mean a relocation of an individual from one building to another.

If the involuntary transfer occurs during the school year or within 72 hours of the start of the school year, the staff member affected will be provided up to two (2) days of release time to prepare for the assignment.

ARTICLE XIV
TEACHER EVALUATION

- A. See Loa proposed by IEA on 7/26/12 at 7:20 p.m.
- B. Evaluations shall be conducted by a teacher's immediate supervisor or an administrator working in the same building or otherwise familiar with the teacher's work, who shall be designated by the Board. Upon the request of the teacher, further evaluations shall be made by the administrator and by another administrator. Further evaluations at the request of the Board shall be conducted by another administrator, designated by the Board who is familiar with the grade level and/or subject being taught.
- C. Observations shall be made in person for a combined total of at least thirty minutes. All monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems, and similar surveillance devices shall be strictly prohibited.
- D. A copy of the written evaluation shall be submitted to the teacher at the time of each personal interview, which will occur within two (2) weeks of the observation, and the teacher shall have the opportunity to review the evaluation report and affix his/her signature indicating he/she has received such an evaluation report. In the event that the teacher feels his/her evaluation was incomplete or unjust, he/she may put his/her objections in writing and have them attached to the evaluation report, which will be placed in his/her personal file. All evaluations shall be based upon valid criteria for evaluating professional growth. It is agreed that the criteria developed by the staff and administration shall be considered as valid criteria. Information in a teacher's evaluation based on Section C of this article shall be gained through direct observation of the evaluator.
- E. No later than April 15th of each probationary year, the final written evaluation report will be furnished to

the superintendent covering each probationary teacher. A copy shall be furnished to the teacher. The teacher may submit additional information to the superintendent which will be placed in the teacher's personal file. In the event a probationary teacher is not continued in employment, the Board will advise the teacher in writing.

- F. Each teacher may upon request review his/her tri-annual TB report and required medical information, all teacher evaluation reports, copies of annual contracts, transcript of academic record, tenure recommendation, and records of extra-curricular activities. In the event any disciplinary reports are placed in a teacher's personnel file, the teacher may review such reports and attach written comments thereto.
- G. It is understood by the Association and the Board that the evaluation procedure as used for the professional staff shall be a positive tool used for the improvement of the competency of educators as they relate to children and their work performance. Evaluation will stress the strong points of a staff as well as identify areas of weakness or needed improvement. In addition to identification of areas of needed improvement, an evaluator should recommend ways for corrective action.
- H. Upon the request of the teacher the Association shall have made available to it all materials supporting the observations which led to a negative evaluation and may assist in the corrective action. This information will be given to the Association to be treated in confidence and with professional responsibility.
- I. Evaluation in an extra-duty position shall be made upon request of the teacher or the appropriate administrator, subject to the following provisions:
 - 1. Evaluation will be in writing.
 - 2. Evaluation procedures stated in Section B, C, and G of this article shall apply.
 - 3. Procedure used in Section D of this article with criteria modified for extra-curricular positions shall apply.
 - 4. Evaluation will be as per the attached Coaches' Evaluation Procedures and Coaching Evaluation Form.
- J. A committee will be formed after the ratification of the successor agreement to the expired 2007-2010 Agreement to assess the current evaluation system in light of the new requirements under Race to the Top legislation. This committee shall consist of three (3) representatives selected by the Association and three (3) representatives selected by the Board.

This committee shall determine whether changes to the current evaluation system are needed to satisfy the requirements of the law for assessment of student growth, what those changes should look like and how best to implement the changes. The committee will have the authority to tentatively agree to modify, by addition or deletion, the existing evaluation instrument. If a new instrument is agreed upon, the respective constituents of the parties must approve, through ratification procedures, all changes prior to implementation of the new evaluation tool.

Once this has been accomplished, the bargaining teams for the Association and the Board shall reconvene to discuss and bargain over a pay system in compliance with

recently passed legislation. If the requirements no longer exist under the law, this letter of agreement shall be null and void.

(Note that Supt Flannigan has a statement on the MDE website that indicates districts are not expected to have a system for pay tied to assessment of student growth in place for three years.)

ARTICLE XV
PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are set forth in Article XXIII - Schedule SS-5 which is attached to and incorporated in this Agreement. Such salary schedules shall remain in effect during the term of this Agreement.
- B. When hiring new teachers, the Board will have discretion to grant experience credit on the salary schedule set forth in Article XXII - Schedule SS-5. There shall be no limit on the amount of the salary schedule experience given.
- C. Placement on the salary schedule will be determined by the teacher's academic standing at the beginning of the school year. To qualify for horizontal movement on the salary schedule, a teacher must take classes from a North Central approved post secondary institution or an institution approved by the Superintendent that are part of a planned program for an advanced degree beyond a bachelors, or re-certification. Classes shall be of the graduate level in education or in their field of specialization or be approved prior to enrollment in the course by the Superintendent and the Association President. Classes needed to obtain the teacher's initial certification and pre-degree classes do not qualify.
- D. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance of not less than the current IRS allowable non-taxable rate per mile. The same allowance shall be given for use of personal cars for field trips or other business of the district.
- E. Teachers will be paid 24 times a year on the 8th and 23rd of each month. If a payday falls on a weekend or holiday, the payroll will occur on the preceding business day.
- F. Pursuant to the authority as set forth in the Michigan Revised School Code, the Board agrees to contribute premium payment as listed below:
 - 1. Upon acceptance of the employee's written application and enrollment by the carrier, the Board agrees to make a monthly premium payment for each full time teacher for hospital-medical insurance for the employee and his/her eligible family through the Board's approved health care plan. Beginning January 1, 2013, the health care plan will be Blue Cross Blue Shield Simply Blue FSA Plan with a \$1250/\$2500 deductible and a self-funded EHIM \$5/\$25/\$50 Rx drug card.

Beginning January 1st, 2013, IEA members will have the option to select semi-monthly payroll deductions via the cafeteria plan to fund their FSA deductibles.

Any changes in coverage must be with mutual consent between the Board and the Association.

On July 1, 2013, the Association will pay any health insurance premium increase until a successor agreement can be reached or as required by law.

- 2. The employer shall provide a monthly cash option in lieu of health benefits of \$300. The employer has adopted a qualified plan document, which complies with Section 125 of the

Internal Revenue Code.

The amount of cash payment received may be applied by the bargaining unit member to a tax-deferred annuity. To elect a tax-deferred annuity, the bargaining unit member must enter into a salary reduction agreement.

All costs relating to the implementation and administration of benefits under this program shall be borne by the employer.

3. The Board shall provide the agreed to dental care plan for each teacher and his/her eligible dependents through payment of premiums or by a self-funded plan.
 4. Should a teacher lose coverage under a spouse's insurance, premium payment, as defined in this article, will be made for the needed coverage upon acceptance by an approved carrier.
 5. In the event that a teacher, absent because of illness or injury, has exhausted paid leave accrual, the above mentioned fringe benefits shall continue at Board expense for a period of 30 days. Subsequently, if permitted by the carrier, the teacher may continue insurance coverage at his/her expense.
 6. Coverage under fringe benefits listed in this Agreement shall commence when the teacher's enrollment form is accepted by the insurance carrier and continue in effect through August, 2012. Coverage will terminate on date of release on early termination and be offered on a pro-rata basis to late-hire and part-time teachers. Upon retirement, fringe benefit coverage will terminate at either the end of the coverage year (usually August 31) or the onset of these retirement benefits, whichever comes first.
 7. An employee shall not be eligible for insurance coverage if he/she has coverage through the District of another family member.
 8. The Board shall provide the premium payment for forty thousand dollars (\$40,000) term life insurance with AD & D and waiver of premium provisions.
 9. The Board shall provide the agreed to vision care plan for each teacher and his/her eligible dependents through payment of premiums to an insurance provider or by a self-funded plan.
 10. In the event that any of the benefits provided in this section are deemed to be taxable income by either the state or federal authorities, the Board shall in no case be held liable to compensate for said taxes.
- G. After the completion of 16, 20, 24, and 27 years of service to the Ithaca Public Schools, a teacher shall be given an additional step of five (5) percent on the index that his educational level indicates. Bargaining unit members with a minimum of 15 years service in the Ithaca Public School system who notify the Board in writing by the first Friday following winter break of their intent to retire by June 30th of the current school year shall be placed one step above their current position on the pay schedule. A 30th step will be added to the pay schedule (1.85) for those people on the 27th step who notify the Board in writing by the first Friday following winter break of their intent to retire by June 30th of the current

school year.

- H. The Board shall provide the agreed to long term disability insurance plan to each eligible bargaining unit member through payments of premiums to an insurance provider.
- I. Notwithstanding provisions of this Section, the terms of any contract or policy issued by an insurance company hereunder shall be controlling as to all matters concerning benefits, eligibility and termination of coverage and other required matters.

The Board, by payment of the premium payments required to provide the coverage's set forth, shall be relieved from all liability with respect to the benefits provided by the insurance coverage's as above described. The failure of an insurance company to provide any of the benefits for which it has contracted for any reason, shall not result in any liability to the Board of Education or the Association, nor shall such failure be considered a breach of any obligation by either of them.

Disputes between beneficiaries of employees and any insurance company shall not be subject to the Grievance Procedure established herein.

The insurance benefits provided in this Section shall begin when the employee has properly completed the necessary forms and actually begins employment and the forms have been accepted by the company. Such insurance shall terminate when the employee's employment is terminated or when the employee is on a leave of absence without pay.

- J. Teachers that conduct administrative approved training for in-service/professional development shall receive two (2) hours pay (Community Ed. Rate) for each hour of training performed.
- K. All IEA members will receive a free annual family athletic pass.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- B. Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. This Agreement shall supersede any rules, regulations or practices of the Board, which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

- D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. During the duration of the Agreement, copies of the Agreement shall be printed at the expense of the Board and presented to all teachers employed by the Board. One copy of the Agreement shall be made available for examination by any new teacher considering employment in this district.
- F. The Board shall pay for the T.B. tests for employees in positions requiring such tests as scheduled by the school.
- G. Separation Policy - All professional employees are expected to fulfill the terms of their contracts of employment. No professional employee shall discontinue his services with the Ithaca Public Schools, except by mutual consent, without giving written notice to the Board of Education at least sixty (60) days before September 1 of the ensuing year.

Dismissal of Employees and Permanent Discharge - The procedure for temporary suspension and/or permanent discharge will be as outlined in the Teacher's Tenure Act.
- H. Scheduled student days that are canceled because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions (as defined by city, county or state health authorities) will be rescheduled as required to comply with the minimum days and hours of student instruction mandated by law and/or State Board of Education rule and to insure receipt of full state aid by the school district. The canceled student days to be rescheduled will be held by extending the school calendar. Ending dates for trimesters may be adjusted from the original calendar. Rescheduled days will not be taken from scheduled holiday or recess periods except with the mutual consent of the Board and Association. Teachers shall not receive additional compensation for any such rescheduled day.
- I. The Board of Education, at the employer's expense, will maintain a program yearly whereby employees (one time per bargaining unit member) may be vaccinated against Hepatitis B.

ARTICLE XVII
LAYOFF AND RECALL PROCEDURE

It is hereby specifically recognized that it is within the sole discretion of the Board to reduce its educational program, curriculum and/or staff and that the procedure set forth in this article shall be used in laying off personnel.

A. LAYOFF PROCEDURE

- 1. Probationary teachers shall be laid off first. However, a probationary teacher may be retained and a tenured teacher laid off if there is not a tenured teacher who is certified, qualified, and available to perform the duties of the position held by the

probationary teacher.

2. If the reduction of staff is still necessary, tenured teachers shall be laid off on the basis of seniority, provided that a more senior teacher may be laid off while a less senior teacher is employed if the more senior teacher is not certified and qualified to be employed in the specific position held by the teacher with less seniority. Further, this procedure shall be subject to the Michigan Tenure Act.
3. A tenured teacher who is laid off pursuant to this article has the right to be placed in an existing position under the following criteria:
 - a. (First), the teacher must be certified and qualified to fill that position.
 - b. the position must be that of the teacher with the least seniority that the laid off teacher is certified and qualified to fill.

SENIORITY

4. Seniority will be credited on a daily basis. Each teacher will receive a day of seniority credit for each day worked (prorated for part-time employees) to the maximum number of teacher workdays each school year. Approved absences, whether paid or unpaid, shall be considered to be work days.

In the circumstances of more than one individual teacher beginning employment on the same date, all individuals affected will participate in a drawing by lot to determine their relative position on the seniority list.

QUALIFICATIONS

5. For the purpose of this article, qualified shall be defined as follows:
 - a. For assignments at grades seven (7) through twelve (12) all teachers must possess a major or minor in the subject area to be taught and meet the certification requirements of the school's accrediting organization.

In addition, the teacher must meet one of the following conditions:

- (1) Each teacher must also have taught in the subject area of the assignment for at least one-year within the past five years in grades seven (7) through twelve (12).
- or -
- (2) Have taken at least six (6) semester hours of post graduate education courses in the major or minor area of the new assignment from accredited colleges or universities within the past five years, or complete the six (6) hours within the succeeding time period of two full semesters and one full summer session.
- or -
- (3) Received their major or minor in the subject area of the assignment within the past five years.

- or -

- (4) Have supervised such a major or minor subject area in the district for one year within the past five years.
- b. For assignments at grades K-6 all teachers must possess elementary certification, except for assignments in specialty teaching areas such as art, music, and physical education for which teachers must possess specific certification in the area to be taught. However, the Board reserves the right to hire noncertified teacher in accordance with Section 1233b of the Revised School Code.

In addition, the teacher must meet one of the following conditions.

- (1) Have taught in grades K-6 for at least one year within the past five years.
- or
- (2) Have taken at least six (6) semester hours of postgraduate education courses in the area of the assignment from accredited colleges or universities within the past five years, or complete the six (6) hours within the succeeding time period of two full semesters and one full summer session.
- or -
- (3) Have received their major or minor in the area of the assignment within the past five years.
- c. In unusual circumstances the superintendent may extend the time limits needed to complete the required courses or reduce the course work requirement.

B. RECALL PROCEDURE

1. Teachers on layoff will be recalled in order of greatest seniority, provided that the more senior teacher(s) is certified and qualified for the specific assignment he/she is being assigned. Tenured teachers shall retain recall rights for a period of four (4) calendar years from the date of layoff. Probationary teachers shall have no recall rights.
2. If an employee is notified by certified mail of recall and fails to respond within ten (10) days or who fails to report for teaching duties by the date specified in the recall notice, this conclusively and irrefutably constitutes the employee's resignation, unless granted a time extension by the Board. (Days shall be defined as days the postal service is operating.) It is the employee's responsibility to keep his/her address with the school district current.

C. INDIVIDUAL CONTRACT

The individual contract, executed between each teacher and the employer, is subject to the terms and conditions of this Agreement. It is specifically agreed that this article takes precedence over and governs the individual contract and the individual contract is expressly conditioned upon this article.

ARTICLE XVIII
CONTINUITY OF OPERATIONS

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike, as defined by Section 1 of the Public Employment Relations Act.
- B. The Board agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.

ARTICLE XIX
PROFESSIONAL GRIEVANCE PROCEDURE

- A. A grievance shall be an alleged violation of the expressed terms of this Agreement.
- Should the following matters be the basis of any grievance filed under the procedure outlined in this article, they shall be processed through Level Three, but they shall not be arbitrable:
1. The termination of services of or failure to re-employ any probationary teacher.
 2. The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule.
 3. Any matter involving the content of teacher evaluation.

It is expressly understood that the grievance procedure shall not apply to discharge in which the Tenure Act prescribes a procedure or a remedy.

- B. The Association shall designate one representative per building to handle grievances when

requested by the grievant. No teacher at any stage of the grievance procedure will be required to meet with an administrator without Association representation. The Board hereby designates the principal of each building to act as its representative at Level One as hereinafter described and the superintendent or his designated representative to act at Level Two as hereinafter described.

- C. The term "day" as herein shall mean calendar days excluding Saturdays, Sundays, and holidays.
- D. Written grievances as required herein shall contain the following:
 - 1. It shall be signed by the grievant or the grievants;
 - 2. It shall be specific;
 - 3. It shall contain a synopsis of the facts giving rise to the alleged violation;
 - 4. It shall cite the section or subsection of this Agreement alleged to have been violated;
 - 5. It shall contain the date of the alleged violation; and
 - 6. It shall specify the relief requested.

Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth beyond two additional days.

- E. Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next level of this procedure within the time allotted had the decision been given. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision. The time limits specified in this procedure may be extended in any specific instance by mutual agreement in writing.
- F. Level One - A teacher believing himself/herself wronged by an alleged violation of the expressed provisions of this agreement shall within ten (10) days of its alleged occurrence orally discuss the grievance with the building principal in an attempt to resolve same. If no resolution is obtained within three (3) days of the discussion, the teacher shall reduce the grievance to writing and proceed within five (5) days of said discussion to Level Two.

Level Two - A copy of the written grievance shall be filed with the superintendent or his designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the Association. Within five (5) days of receipt of the grievance, the superintendent or his designated agent shall arrange a meeting with the grievant and/or the designated Association representative at the option of the grievant to discuss the grievance. Within five (5) days of the discussion, the superintendent or his designated agent shall render his decision in writing, transmitting a copy of the same to the grievant, the Association, the building principal in which the grievance arose, and place a copy of same

in a permanent file in his office. If no decision is rendered within five (5) days of the discussion or the decision is unsatisfactory to the grievant and the Association, the grievant and the Association may appeal same to a committee of the Board of Education by filing a written grievance along with the decision of the superintendent with the Board, or its designated representative within ten (10) days. The Board Committee shall meet within ten (10) days to hear the grievance.

Level Three - Upon the proper application as specified in Level Two, the Board Committee shall allow the teacher or his/her Association representative an opportunity to be heard at the meeting for which the grievance is scheduled. Within five (5) days of the hearing of the grievance the Board Committee shall render its decision in writing.

Level Four - Individual teachers shall not have the right to process a grievance at Level Four. If the Association is not satisfied with the disposition of the grievance at Level Three it may, within ten (10) days after the decision of the Board Committee refer the matter to arbitration by giving written notice to the Superintendent or his designee of its desire to arbitrate. Within twenty (20) days representatives of the Board and the Association Grievance Commission shall meet to select an arbitrator. If unable to agree on an arbitrator, he/she shall be selected from a panel of five names prepared by the Michigan Employment Relations Commission in accordance with its procedures. If service is not available from the Michigan Employment Relations Committee, then service from the American Arbitration Association shall be solicited.

1. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) days prior to the hearing a pre-hearing statement alleging facts, grounds, and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.
2. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board, and the Association, subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
3. Powers of the arbitrator are subject to the following limitations:
 - a. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 - b. He shall have no power to establish salary schedules or to change any salaries established by this Agreement.
 - c. He shall have no power to alter this Agreement through his interpretation of state or federal law.
 - d. He shall not hear any grievance previously barred from the scope of the grievance procedure by this Agreement.
4. After a case on which the arbitrator is powered to rule hereunder has been referred to him/her, it may not be withdrawn by either party except by mutual consent.

5. The cost of arbitration shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses and legal fees which incur.
- G. 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 to any party, the Board shall use its best efforts to process such grievances prior to the end of the school term or as soon thereafter as possible.
- H. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a teacher or participating Association representatives are to be at their assigned duty station. Except that if at Level Four released time is required before an arbitrator, it shall be granted at the expense of the party he is responding for.
- I. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based.

ARTICLE XX

LEAVE PROVISIONS

- A. Universal Leave Days (ULD)- Leave time will be granted at the rate of eleven (11) days per year. Staff may use no more than two (2) days before or after holiday break (Labor Day break, Spring break, Christmas break, Thanksgiving break, Memorial Day break, and Easter). Staff may use up to three (3) days consecutively during the year, or more with building principal approval. Unused ULDs will be placed or “rolled” into each staff member’s sick bank every year. Annually, any staff member may use up to 11 ULDs for sick time or personal business days. When those days have been used up, then staff may use their own sick bank for additional sick time as needed. Leave time will be credited in advance to the teacher each school year. Unused leave time may be accumulated to a total of forty-five (45) days. In the event a teacher leaves the school system prior to the close of the school year, but after having used leave time granted in advance, a proportionate deduction for the unfilled portion of the contract will be made from the teacher's final pay. Leave time will be deducted only for an absence which occurs on a day for which a teacher would normally be paid. All returning teachers will be notified of accumulated leave no later than the last pay period in September. Leave will count

towards a teacher's seniority.

B. Emergency Leave - Additional leave time may be used for the following purposes:

1. Up to five (5) days for critical or emergency illness of a member of the immediate family which requires the presence of the teacher. The immediate family will include: mother, father, son, daughter, brother, sister, spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, grandchild, step child living in home, or foster child living in home .

Critical illness is defined as the day in which the person in question is under general anesthesia or the day/days in which the person in question is in ICU.

Emergency leave is defined as the day in which the person in question is taken to the emergency room and is admitted to the hospital or the day in which the person in question is admitted to the hospital for unexpected/emergency reasons.

2. Up to five (5) days per occurrence may be used for death of mother, father, spouse, child, mother-in-law, father-in-law, brother, sister, grandparent, grandchild, step child living in home, or foster child living in home. Up to three days per occurrence may be used for other members of the immediate family, as defined in Section B (1) of this article.
3. The superintendent or his designee may, upon written request by a teacher, grant an extension of time allowed for illness or death within the immediate family; such time will be deducted from accumulated frozen leave if available.
4. Upon approval of the superintendent or his designee, leave may be granted for death or emergency illness for persons other than the immediate family. Personal business days will be utilized first in a situation of this nature.

Emergency leave will count towards a teacher's seniority.

C. No more than four elementary teachers per building may use prearranged leave days at any one time (day). If substitute teachers are not available, then a maximum number of three teachers may use these days.

No more than six junior/senior high school teachers may use prearranged leave days on any one day. If substitute teachers are not available, then a maximum of four teachers will be allowed to use the day for prearranged leave.

Application for prearranged leave must be made in writing to the superintendent or his designee at least four days in advance, except in emergencies as approved by the superintendent.

The number of teachers requesting leave days per day may be changed by mutual consent between the building administrator and the building representative.

All leave will count towards a teacher's seniority.

D. Professional Business Leave - Professional business leave shall be limited to (a) subject matter conference(s) in the teacher's field or to observations of programs in other districts. Personal expenses while in attendance at the conference will be paid for by the Ithaca Board of Education providing the following conditions are met:

1. Attendance at conference or visitation is approved by the superintendent or his representative prior to attending.
2. Reasonable expenses are supported by expense vouchers and mileage statement.

Professional business leave will count towards a teacher's seniority.

E. Association Days - In the event that the Association is desirous of sending representatives to local, state, or national conferences or workshops conducted by the Association and its affiliates for the further cause of its own professional purposes, said representatives shall be excused. Up to ten (10) days of compensable leave shall be paid by the Board and the Association shall reimburse the district for the ten substitutes employed for these Association days. The Association acknowledges that it is desirable to give the administration ample notice before taking Association leave days. Association leave will count towards a teacher's seniority.

F. Sabbatical Leave - A sabbatical leave of absence not to exceed two semesters may be granted to members of the professional staff of the Ithaca Public Schools subject to the approval of the Board of Education, upon the recommendation of the Superintendent of Schools, when in their considered judgment the professional competence of the staff member and the general welfare of the public schools will be benefited. The number of employees granted such a leave should be limited to one per year. To be eligible, a staff member must have been employed at least seven (7) consecutive years by the Ithaca system; make formal application to the superintendent before April 1 of the year prior to the sabbatical leave; hold a teaching certificate; and sign an agreement with the superintendent and Board of Education to return to the Ithaca system for a minimum of two years upon completion of the sabbatical leave. If the sabbatical is granted, the employee shall receive at least one-half of his/her yearly salary level in effect during the term of the leave and full fringe benefits. Sabbatical leave will count towards a teacher's seniority.

G. Professional Improvement/Sabbatical Leave - Leave without pay, not to exceed two semesters, may be granted by the Board to professional personnel to permit them to improve their ability to render educational service. Such improvement is usually achieved by formal study, research, and travel. Applications for leaves shall be considered on their merits and may be approved by the Board of Education.

To be considered for a professional improvement sabbatical leave, the applicant must have been a member in good standing on the staff for a minimum of four years and a holder of a teaching certificate.

Status upon return from professional improvement/sabbatical leave shall be the same as if the teacher had been employed in the district, full time, during the leave. Professional improvement/sabbatical leave will not count towards a teacher's seniority.

- H. Short Term Leave - A short term leave, without pay, may be granted by the Board for a period of less than one semester, for personal reasons such as surgery of a cosmetic nature, abortion, dental services, extraction of teeth and fitting of dentures, orthodontic services when cosmetic in purpose, physical examination of a routine or annual nature, for family care in a non-critical condition or for personal rest and rejuvenation. Short term leave will not count towards a teacher's seniority except where it is used to comply with the provisions of the Family Medical Leave Act. In such cases, the leave will count for seniority purposes.
- I. Personal Leave - A leave of absence for personal reasons shall be granted at the discretion of the Board. At the expiration of said leave, the employee shall be eligible for re-employment in his former position, or in a similar position, providing a vacancy exists and he remains eligible under the rules and regulations of the Board of Education. The teacher shall be placed on layoff status upon expiration of the leave if there is no vacancy for which the teacher is certified and qualified. His/her status (in the fringe benefits area) upon his/her return, shall be that of a new staff member except that all years of service recognized in salary placement prior to the leave shall be credited. Personal leave will not count towards a teacher's seniority except where it is used to comply with the provisions of the Family Medical Leave Act. In such cases, the leave will count for seniority purposes.
- J. For Sabbatical Leave, Professional Improvement Leave, or Personal Leave: Should such a leave be of greater than 13 weeks in duration, the administration will request in writing at least 40 days prior to the end of the leave notification of the teacher's intention to return to work. The teacher will respond in writing within 10 days of receiving notification of his/her intention to return or not return or will contact the superintendent to make other mutually satisfactory arrangements. The teacher's failure to respond conclusively and irrefutably constitutes the teacher's resignation. Should this leave be scheduled to end at or after the end of the academic school year the notification from the Board should be sent 15 days prior to the end of the current academic year.
- K. Health Care Leave - A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available, shall be granted a leave of absence without pay for the duration of such illness or disability up to one year; and the leave may be extended upon written request by the teacher.

A teacher on health care leave who is notified by the superintendent via certified mail requesting information on that teacher's condition and intention to return to work, must respond to this request by May 1 by supplying such information to the superintendent. The teacher's failure to notify conclusively and irrefutably constitutes the teacher's resignation. It is the employee's responsibility to keep his/her address with the school district current.

A teacher returning from health care leave shall be restored to his position with full seniority, status, and pay. If a teacher begins a health care leave prior to the beginning of school, or before his sick leave has been exhausted, the accrued sick leave shall survive the leave of absence. Health care leave will count for teacher's seniority.

- L. Jury Duty - Teachers who are called to jury duty or subpoenaed shall be granted compensable leave during the period required to fulfill this obligation. The financial

compensation received for this service will be deducted from their regular pay. Jury duty leave will count towards a teacher's seniority.

- M. Political Leave - A leave of absence may be granted to any teacher upon application for the purpose of campaigning for, or serving in (except when serving in the State Legislature), a public office. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she held at the time of commencing such leave. Political leave will not count towards a teacher's seniority.

ARTICLE XXI **NEGOTIATION PROCEDURES**

- A. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may from time to time arise of vital mutual concern of the parties, which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters of substantial changes in working conditions be provided. Thus, by mutual agreement, unique articles or sections may be re-negotiated. It is understood that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to negotiation from time to time during the period of this Agreement upon thirty (30) days written notice by either party.
- B. A reasonable time prior to expiration of this Agreement, upon request of either party, negotiations will be undertaken for an agreement covering the school year. In any event, negotiations should begin not less than sixty (60) days prior to the expiration of this Agreement.
- C. Neither party in any negotiations shall have control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representative from within or outside the school district. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- D. Within a reasonable time after the Agreement has been signed; a copy of the Master Agreement will be made available to each teacher.
- E. During the school year representatives of the Board and the Association bargaining committee may meet periodically for the purpose of reviewing the administration of the

Agreement. These meetings are not intended to bypass the grievance procedure nor shall the interaction during these meetings be the basis of a grievance.

Should such a meeting result in a mutually acceptable amendment of the Agreement, then the amendment shall be subject to ratification by the Board and the Association provided that the Bargaining Committees shall be empowered to effect temporary accommodations to resolve special problems.

ARTICLE XXII

DURATION OF AGREEMENT

It is hereby understood and agreed by the Ithaca Education Association/MEA/NEA and the Ithaca Board of Education that:

Upon ratification by both parties, terms and conditions of the Agreement concerning salary and fringe benefits for a two year period, 2010-2011 and 2011-2012 shall continue in effect until the 30th day of June 2012. The Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. All other terms and conditions of this Agreement shall take effect upon mutual ratification except that any alleged grievances under this Agreement occurring between July 1, 2010 and ratification may be pursued through level three (3) of the Grievance Procedure. Grievances alleged to have occurred after the date of ratification would have access to the full Grievance Procedure including arbitration. Insurance coverage shall become effective at the earliest date allowed by the carrier.

PLEASE NOTE: All other dates within the agreement will be updated accordingly.

Nancy O'Brien, IEA/MEA/NEA

Nathan M. Bootz, Superintendent

ARTICLE XXIII - APPENDIXES

APPENDIX SS-5

SALARY SCHEDULE (attached)

2012-13

0.0% raise added to salary schedule. However, if the board's final adopted budget for reaches an undesignated fund balance of 10% or greater of operating expenditures, the steps frozen during the 2012-2013 master agreement shall be granted to the staff in 2013-2014.

The board agrees to a stipend of 1% of their current contracted teaching salary for the 2012-2013 school year to be paid December 8, 2012.

The term MAI refers to a Masters degree in a field other than teaching responsibility of the holder. Example would include a classroom teacher with an MA in administration or a history teacher with an MA in physical education.

The term MAI+15 refers to the above mentioned Masters degree in a field other than teaching responsibility of the holder plus an additional 15 semester hours of graduate level course work.

The term MAII refers to a Masters degree in a field of the teacher's assignment. This includes a Masters degree earned in a School of Education where the program combines relevant subject applications (documentation required) with curriculum and instruction.

The term MAII+15 refers to the above mentioned Masters degree in a subject relevant to the teaching responsibility of the holder plus an additional 15 semester hours of graduate level course work in the field of teaching responsibility as defined above.

The MA designated salary step may not be withdrawn or altered in the case of an involuntary transfer to a new teaching assignment.

Please Note: In order to qualify for steps 16, 20, 24 and 27, the years of service must have been completed as bargaining unit members in the Ithaca Public Schools system.

APPENDIX ED-5

EXTRA DUTIES SCHEDULE

Annual - High School	5.0% for 4th class (7.0% if out of school time)
Annual - Junior High School	2.0% if out of school time
Journalism	5.0% for 4th class (7.0% if out of school time)
Debate	4.0-7.0% (see schedule)
Forensics	4.0%
Drama Coach of Drama Class Production	3.0% (3 Act-Approved for Community Admission)
Drama Coach of an All School Production	6.0%
Assistant Drama Coach	4.0%
Stage Manager	3.0%
Talent Show Director	0.5%
CSAA Event Coordinator or Director	0.5%
FFA	7.0%
Cadet Teacher Program	2.0%
Varsity Club	3.0%
Band	4.0% High School, 4.0% Junior High
Jazz Band	4.0%
Choral	5.0%
School Store Advisor	4.0% minimum + up to 4.0% to be earned from store profits
Video New Club Advisor	1.0%
Freshman Advisor	2.0% (2)
Sophomore Advisor	2.0% (2)
Junior Advisor	3.0% (2)
Senior Advisor	3.0% (2)
Clubs Approved	1.0%
Student Council	3.5% High School, 1.5% Jr. High
Elementary Student Council	1.0%
Safety Patrol	2.0%
Olympics of the Mind	1.5% per team
Business Professionals of America Advisor	3.0%
CSAA Academic Teams:	
Quiz Bowl	2.0% Varsity, 1.0% Junior Varsity
Science Olympiad	2.0%
Model UN	2.0%
Language Arts	2.0%
Computers	1.5%
Art	\$60
Industrial Arts	\$60
After School Art (if approved)	Community Ed. Rate
Guided Study	Community Ed Rate
Student Assistance Program	1 day of release time for each group facilitated
High School Media Director	4.0%
Driver Education Coordinator	1.5%
Department Heads	1.4%
Grade Level Chairs	1.4%
Technology Coordinator	1.4%
Co-op	3.0% (when not a class)

National Honor Society	2.0%
NCA Building Chair	2.0%
NCA Goal Area Chair	1.0%
6 th Grade Camp	Comp Day after Camp

Summer Positions

Band, Science, Industrial Arts, Agriculture, Driver Education, Elem. Summer Ed. Program and other approved positions.

The summer position amounts shall be adjusted to the percentage change of the base each year.

Counselors (Jr./Sr. High School) will be compensated for up to 10 (5 each) full days at their regular per diem rate for extra summer duty days. Additional necessary and approved time will be compensated at the summer position rate.

The percentage amount shall be computed on the experience level in the activity through 10 levels (0-9) of the BA schedule.

ARTICLE XXIII - APPENDIXES - (Continued)

APPENDIX ED-6

COACHING/ATHLETIC SCHEDULE

Athletic Director	11.5%
Assistant Athletic Director	7.0%
Equipment Manager	8.5%
Head Football Coach	11.2%
Assistant Football Coaches	7.7%
Head Basketball Coach	11.2%
Junior Varsity Basketball Coach	8.5%
Freshman Basketball Coach	6.9%
7th or 8th Grade Basketball Coach	4.6%
Varsity Baseball Coach	8.0%
Junior Varsity Baseball Coach	5.0%
Varsity Softball Coach	8.0%
Junior Varsity Softball Coach	5.0%
Varsity Track Coach	8.0%
Assistant Track Coach	4.0%
Junior High Track Coach	4.0%
Cross Country Coach	8.0%
Junior High Cross Country Coach	4.0%
Wrestling Coach	10.0%
Assistant Wrestling Coach	4.0%
Junior High Wrestling Coach	4.0%
Tennis Coach	8.0%
Junior Varsity Tennis Coach	4.0%
Golf Coach	8.0%
Junior Varsity Golf Coach	4.0%
Volleyball Coach	10.0%
Junior Varsity Volleyball Coach	6.0%
9th Grade Volleyball Coach	5.0%

Junior High Volleyball Coach	4.6%
Cheerleader Advisor - Fall Sideline	7.0%
Winter Competitive & Sideline	7.0%
Junior Varsity & 9th Grade Advisor	5.0%
Junior High Advisor	4.0%
Pom Pon Advisor	7.0%
Soccer	8%
Varsity Bowling	6% for boys and 6% for girls

The percentage amount shall be computed on the experience level in the activity through 10 levels (0-9) of the BA schedule.