

**Master Agreement between the
Ithaca Education Association**

And the

**Ithaca Public Schools
Board of Education**

July 1, 2019 – June 30, 2021



PROFESSIONAL EMPLOYMENT AGREEMENT
2019-2021

This agreement entered into this 20th of May 2019 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
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.

- B. Five times for 2015-2016 school year, the students will be dismissed one half day early for the purpose of data review, curriculum development, coordination, general school improvement activities or mutually agreed upon total staff meetings. A minimum of two of the five times must be used exclusively for data review/curriculum development in departments/grade levels or as a whole staff. The Board may determine to use 30 minutes of any of the five scheduled half days for staff meetings:

such a staff meeting shall not count towards the limit of two per month as listed in Section D. 2016-2017 TBD by calendar.

- 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 student day (two thirty minute meetings or one sixty minute meeting as mutually agreed upon by the principal and staff). 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.
- N. If a teacher, upon request, and at his/her option, shall work beyond contractual days as set forth in the agreed upon calendar, he/she shall receive additional compensation at \$125 per day.

ARTICLE VI
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.

District administration will provide professional development experiences which:

1. Serve the purpose of increasing student learning
2. Align with the school improvement plan
3. Are planned, ongoing, and intensive
4. Are supported in some way by the school or district, such as through release time or cost

All professional development experiences will comply with current state law in order to fulfill teacher recertification requirements. These experiences will be recorded on the Annual Record of Professional Development as provided by the State of Michigan. To ensure consistency on all staff logs, each principal will provide a master digital copy of building professional development activities to each teacher at the end of each year no later than 2 weeks before its required date of completion.

- 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,
1. Definitions:
GratiotIsabella Interactive TV Project (GIITV), a pilot project, GIITV shall be defined as the teaching to 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.
 2. 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.
 3. 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 students, 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 VII
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 | Science |
| Mathematics | Social Studies |
| Practical Arts and Business Education | Health and Physical Education |

Performing Arts and Foreign Language
Special Education

7th Grade Chair
8th Grade Chair

- 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 VIII
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.

- 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. 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 IX
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 the 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 X
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 XI
QUALIFICATION AND ASSIGNMENTS

- A. All teachers shall be given written notice of their tentative schedules for the forthcoming year as soon as possible. Tentative elementary class lists will be available two weeks before school begins. In the event that changes in such lists are made, all teachers affected will be promptly notified to make preparation for the new assignment.
- B. 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.

ARTICLE XII
VACANCIES, PROMOTIONS, AND TRANSFERS

- A. A vacancy shall be defined for purposes of this Agreement as a position the Board has determined exists that it wishes to fill.
- B. When a vacancy in the bargaining unit arises, the superintendent shall notify the Association.
- C. If a teacher objects to a 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.

ARTICLE XIII
TEACHER EVALUATION

- A. 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 personnel file.
- B. The teacher may submit additional information to the superintendent which will be placed in the teacher's personnel file. In the event a probationary teacher is not continued in employment, the Board will advise the teacher in writing.
- C. 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.

ARTICLE XIV
PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are set forth in Article XXII - 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. The Board shall pay the total cost of the MESSA ABC Pak 1 medical premium for the duration of this contract for single subscribers, two-person subscribers, and family subscribers.

All medical premiums paid by and front-loaded amounts deposited into a member's HSA by Ithaca Public Schools are subject to maximums imposed by the Publicly Funded Healthcare Contribution Act. The Board reserves the right to prorate any member's premium contributions to comply with these maximums, and will notify the member when doing so.

If a member chooses, the Board will front-load up to 50% of the plan's annual deductible to their HEQ HSA on September 1. The member shall pay a sum equal to the front-loaded amount toward their healthcare premium. The premium amount shall be deducted from the member's pay in 8 equal installments over the period of September to December. If a member is no longer employed by Ithaca Public Schools, the difference between the amount front-loaded and the member's total premium contribution to date shall be deducted from the member's final paycheck, or shall be reimbursed to Ithaca Public Schools in a lump-sum payment at the time of separation from employment.

If a member chooses, the Board will front-load up to 50% of the plan's annual deductible to their HEQ HSA on January 1. The member shall pay a sum equal to the front-loaded amount toward their healthcare premium. The premium amount shall be deducted from the member's pay in 12 equal installments over the period from January to June. If a member is no longer employed by Ithaca Public Schools, the difference between the amount front-loaded and the member's total premium contribution to date shall be deducted from the member's final paycheck, or shall be reimbursed to Ithaca Public Schools in a lump-sum payment at the time of separation from employment.

Employees may contribute, through payroll deduction or electronic fund transfer, additional funding toward their HEQ HSA up to the maximum amounts allowed by Federal law. Members are responsible for any penalties imposed by the IRS for exceeding the contribution limits to a HSA.

All other non-medical MESSA Pak A and Pak B benefits described (below, in this Article/Section/etc.) shall be fully employer (board) paid.

Pak A benefits:

1. MESSA ABC Plan 1
2. MESSA Life Insurance
3. MESSA LTD Plan
4. MESSA/Delta Dental Plan
5. MESSA/Vision Service Plan

Employees not electing Pak A benefits shall receive the following

Pak B benefits:

1. MESSA Life Insurance
2. MESSA LTD
3. MESSA/Delta Dental Plan
4. MESSA/Vision Service Plan
5. A cash amount of \$300 per month. Cash in lieu payments will be made in equal monthly amounts.

Any changes in coverage must be with mutual consent between the Board and the Association. Employees shall be responsible for all deductibles and co-pays.

2. The employer shall provide a monthly cash option in lieu of health benefits in the amount 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. 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 XV
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. The board shall pay up to \$10 for a flu shot for teachers.

- 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.
- 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.
- J. An Emergency Manager appointed under the Local Financial Stability Act or any successor law shall have authority to reject, modify or terminate the collective bargaining agreement or any terms as provided in that law.

ARTICLE XVI **SENIORITY**

- A. 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.

- B. 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 XVII **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 XVIII
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 XIX
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.
- 1. A teacher may use their prep period and/or lunch in order to take time off, i.e. for a medical

appointment, with approval of an administrator, as long as a sub would not be needed.

2. In Willsub, options will be changed to include a ¼ day, ½ day, and full day.

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.

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 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 XX

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 XXI **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 language and fringe benefits for two-year period, 2019-2020 and 2020-2021, and shall continue in effect until the 30th day of June 2021. A reopener for wages only shall occur in year two of the contract, November 2020. 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. Insurance coverage shall become effective at the earliest date allowed by the carrier.

Valorie Melow, IEA/MEA/NEA

Steven Netzley, Superintendent

ARTICLE XXII - APPENDIXES

APPENDIX SS-5

SALARY SCHEDULE (attached)

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
Jumbotron operators (2)	5% - maximum of 18 annual events
Jr. High Model UN	1.5% of BA step 0
Jr. High Science Olympiad	1.5%
7 th Grade Department Chairperson	1.4%
8 th Grade Department Chairperson	1.4%

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 XXII - 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%
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Soccer	8%
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Varsity Bowling	6% for boys and 6% for girls
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The percentage amount shall be computed on the experience level in the activity through 10 levels (0-9) of the BA schedule.

SCHEDULE SS-5

**SALARY SCHEDULE
2019-2020**

EXP.	BA	BA+20	MA I	MA II	MA I + 15	MA II +15	ED.S.
0	35,097	36,132	37,169	38,205	37,687	38,550	38,723
1	36,823	37,911	39,000	40,087	39,543	40,450	40,631
2	38,550	39,690	40,830	41,970	41,400	42,349	42,540
3	40,277	41,468	42,661	43,852	43,256	44,249	44,447
4	42,004	43,248	44,490	45,734	45,112	46,149	46,355
5	43,731	45,026	46,321	47,616	46,969	48,048	48,264
6	45,458	46,805	48,151	49,498	48,825	49,947	50,172
7	47,185	48,584	49,982	51,381	50,682	51,847	52,080
8	48,911	50,362	51,812	53,263	52,538	53,746	53,989
9	50,638	52,141	53,643	55,145	54,395	55,646	55,896
10	52,366	53,919	55,473	57,028	56,250	57,546	57,805
11	54,092	55,698	57,304	58,910	58,107	59,445	59,713
12	55,819	57,477	59,134	60,793	59,963	61,345	61,621
16	57,546	59,255	60,965	62,674	61,819	63,245	63,530
20	59,272	61,034	62,795	64,556	63,676	65,143	65,437
24	60,999	62,812	64,625	66,439	65,532	67,043	67,345
27	62,726	64,591	66,456	68,321	67,389	68,943	69,254

ITHACA PUBLIC SCHOOLS
2019-2020 SCHOOL CALENDAR
 180 Student days (175 full days and 5 – ½ Days)

Date	Day	Event
August 19	Monday	½ Professional Development Day, ½ Teacher Work Day
August 20	Tuesday	Teacher Work Day (Open Houses: South 5:30, North 6:00, Jr./Sr. 6:30)
August 21	Wednesday	Professional Development Day
August 22	Thursday	Professional Development Day
August 26	Monday	First Day for Students
August 30	Friday	NO SCHOOL
September 2	Monday	NO SCHOOL
October 17	Thursday	7-12 Grades – Parent-Teacher Conferences: 5:30 - 8:30
October 23	Wednesday	K-6 Grades - Parent-Teacher Conferences: 5:30 - 8:30
October 24	Thursday	1/2 Day Students – K-6 Grades Conferences: 12:30-3:30 & 5:30-8:30
October 25	Friday	NO SCHOOL
November 4	Monday	Professional Development Day
November 5	Tuesday	Professional Development Day
November 15	Friday	NO SCHOOL
November 21	Thursday	Exams – Junior/Senior High
November 22	Friday	1/2 Day for Students – ½ Professional Development Day End of the 1 st Trimester
November 25	Monday	2 nd Trimester Begins
November 27	Wednesday	1/2 day for all
November 28-29	TH – F	NO SCHOOL – Thanksgiving Break
Dec 23-Jan 3	M-F, M-F	NO SCHOOL – Holiday Break
January 6	Monday	School Resumes
January 23	Thursday	7-12 Grades – Parent-Teacher Conferences: 5:30 - 8:30
March 5	Thursday	Exams – Junior/Senior High School
March 6	Friday	1/2 Day for Students – ½ day Teacher Work Day End of the 2 nd Trimester
March 9	Monday	3 rd Trimester Starts
March 30-April 3	M-F	NO SCHOOL – Spring Break
April 6	Monday	School Resumes
April 10	Friday	NO SCHOOL
April 23	Thursday	7-12 Grades – Parent-Teacher Conferences: 5:30 - 8:30
May 21	Thursday	Graduation
May 25	Monday	NO SCHOOL – Memorial Day
June 5	Friday	1/2 Day All End of the 3 rd Trimester

Trimester 1	58 Full Days and 2 – ½ Days
Trimester 2	61 Full Days and 2 - ½ Day
Trimester 3	56 Full Days and 1 - ½ Day