

**AGREEMENT BETWEEN**  
**THE ITHACA TEACHERS ASSOCIATION**  
**AND**  
**THE SUPERINTENDENT OF SCHOOLS**  
**OF THE ITHACA CITY SCHOOL DISTRICT**

**July 1, 2012 - June 30, 2015**







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# Article I: Preamble

## Article I: Preamble

The parties enter into this Agreement to ensure an effective and harmonious working relationship and to enable the professional employees to participate in and contribute to the development of policies as they pertain to the terms and conditions of employment of the teachers.

The parties recognize that one of the major challenges is the improvement and expansion of the curriculum for all students. The Ithaca Teachers Association (ITA) and administration will encourage the support and involvement of a maximum number of teachers in this effort.

The parties also agree that parental and public understanding, involvement, and cooperation are necessary to the development and improvement of public education and the Ithaca City School District. It is also recognized that there are institutional and community resources capable of significant contribution toward the improvement of the School District.

The parties acknowledge that the faculty's primary responsibility is to educate the children and that its energies should, to the maximum extent possible, be utilized to this end.

The ITA and the District support the concept of Academic Freedom. Both parties recognize that the democratic values of individual freedom and social responsibility can best be transmitted in an atmosphere free from censorship and artificial restraints.

Teachers have the right to study and present facts and ideas concerning humanity, society, the sciences, and all other branches of learning. Instructional material should have educational value, be relevant to the curriculum, and suitable to the age and maturity of the students.

Teachers are guaranteed freedom of individual conscience and the right of free inquiry and expression.

### WITNESSETH:

WHEREAS, The Ithaca City School District and the Association recognize and declare that providing a quality education for the children of Ithaca, New York, is their primary mutual aim and responsibility and the character of such education depends predominantly upon the quality and morale of the professional staff,

WHEREAS, The members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards,

WHEREAS, The Ithaca City School District has a statutory obligation pursuant to the Public Employees Fair Employment Act to negotiate with the Association as the representative of its teaching personnel with respect to hours, wages, and terms and conditions of employment, and

WHEREAS, The parties have reached certain understandings which they desire to confirm in this agreement,

IT IS HEREBY AGREED AS FOLLOWS:

## Article II: Recognition

### Article II: Recognition

#### A. Nature and Terms

The Board of Education of the Ithaca City School District, having determined that the Ithaca Teachers Association is supported by a majority of the employees in a unit composed of all employees of said district, professionally certified by the Department of Education of the State of New York or occupying positions for which such professional certification is normally required and all licensed Occupational Therapists, except for the Superintendent of Schools, Central Office Staff, Principals, Vice Principals, Supervisor of Attendance, and per diem substitutes, hereby recognizes the Ithaca Teachers Association as the exclusive representative of the employees in such unit for the purposes of negotiations regarding wages, hours, and terms and conditions of employment and in the settlement of grievances and for all other lawful purposes under the laws of the State of New York.

#### B. Dues Deduction

This School District agrees to the principle of the checkoff of Association dues in amounts to be determined by the Association in accordance with forms and procedures as agreed by the Ithaca Teachers Association and the Board of Education. The School District agrees that the privilege of the checkoffs will not be extended to any other organization for this Negotiating Unit.

#### C. Hold Harmless Clause

The Association agrees to hold the Board harmless from any and all damages and liabilities which may be sustained or which may arise as a result of making the dues deductions called for in this section.

#### D. Agency Fee

The District and Association recognize that the negotiation and administration of the collective bargaining agreement and related activities entail expenses which are appropriately shared by all employees covered by such agreements. They further recognize that the Association by reason of its status as the "exclusive representative" of all employees in the negotiating unit is obligated to fairly represent all such employees without regard to their membership in the Association. In consideration thereof, the District agrees to deduct from the wages of all employees in the negotiating unit who are not members of the Association, an agency fee in the amount equivalent to the unified dues of the Association and to promptly transmit the sums so deducted to the Association.

Deduction of this agency fee provided for by the above shall be made consistent with the dues deduction schedule of this Agreement beginning at the signing of this Agreement.

The District agrees to furnish the Association with an alphabetical listing showing the names of all employees in the unit who are hired after October 1 of any school year. Deductions shall be appropriately prorated so as to complete the appropriate deduction by the end of each school year.

The District and the Association agree to furnish to each other any information needed by either of them to fulfill the provisions of this Article.

## Article III: Definitions

The Union shall create a fully legal refund procedure for agency fee payers who object to non-chargeable expenditures, and shall otherwise deal with the funds and with agency fee payers in a lawful and proper manner.

In the event that the District incurs any liability for damages, any litigation expenses, or any other expenses whatsoever in connection with the agency shop fee deduction granted by this Agreement, the Union agrees to indemnify the District and to hold it harmless for such expenses.

### Article III: Definitions

**ADMINISTRATION-** The Superintendent of Schools, Central Office Staff, Directors, Assistant Directors, Principals, Associate Principals, and Supervisor of Attendance not in the negotiating unit represented by the Association.

**ASSOCIATION-** The Ithaca Teachers Association (ITA).

**BOARD-** The Board of Education of the Ithaca City School District, sometimes also referred to as the School Board.

**BUILDING REPRESENTATIVE-** The duly designated representative of the Ithaca Teachers Association for each school building.

**CHIEF EXECUTIVE OFFICER-** The Superintendent of Schools of the Ithaca City School District, sometimes also referred to as Superintendent and Chief Administrative Officer.

**NEGOTIATING UNIT-** The group of employees of the Ithaca City School District represented by the Association and consisting of all professional certified employees and all non-certified employees filling positions for which certification by the New York State Education Department is normally required except the Superintendent of Schools, Central Office staff, Principals, Associate Principals, Supervisor of Attendance, and per diem substitutes. This unit is sometimes referred to as the “Faculty Unit.”

**TEACHER-** All employees of the Ithaca City School District in the employer-employee negotiating unit represented by the Association except where otherwise specifically provided.

**FAMILY-** Definition to include: same-sex partners, as evidenced by satisfactory completion of the District’s “Affidavit of Partnership.”

### Article IV: Time and Scope of Negotiations

#### A. Procedures

The parties agree to enter into collective negotiations in accordance with the procedures set forth herein in a good faith effort to reach an Agreement on all matters raised by either party concerning the terms and conditions of teachers’ employment. Such negotiations and the phrase “terms and conditions of employment” shall be deemed to include all areas covered by this

Agreement and all other matters of mutual concern in the operation of the school system. Any Agreement so negotiated shall apply to all members of the employer-employee unit represented by the Association, be reduced to writing, and be signed by the authorized person representing the Superintendent and the Association.

When negotiation meetings between the Board and the Association are scheduled during a school day, the Association (up to seven (7) members) will be relieved from all regular duties to permit their participation in such meetings. Such relief from duty shall not involve any loss of pay. All negotiations shall alternate between the scheduled workday and after the scheduled workday.

#### **B. Availability of Budgetary and Statistical Information**

During negotiations, the Board and the Association will present data, exchange points of view, and make proposals and counterproposals. As soon as available, and upon written request, the Board will provide the Association with a complete tentative budget, and/or the individual items contained therein, for the next fiscal year as well as preliminary budgetary proposals, requirements and allocations. The Board will also make available to the Association for inspection all pertinent records, data, and information of the Ithaca City School District upon written request. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

#### **C. Appeal to Public Employment Relations Board**

In the event that the parties have not reached agreement by sixty (60) days prior to the Board's annual budget submission date, or in the event that either party fails or refuses to negotiate, then either party may declare negotiations at an impasse and seek the assistance of the New York State Public Employment Relations Board.

#### **D. Processing of Matters Not Specified**

In matters not covered by this Agreement: (1) The District will deliver notice in writing to the President of the Association of any changes being considered in the salaries, wages, hours, and other terms and conditions of employment (as defined by the Public Employees Relations Board) or policies affecting any of these items. The Association has the right to negotiate with the Board regarding any such proposed changes provided it files a request with the Superintendent within fifteen (15) school days after the receipt of said notice.

#### **E. Negotiations with Other Organizations Prohibited**

The Board agrees not to negotiate with any employee group or organization other than the Association in regard to wages, hours, the terms or conditions of employment of employees in the unit represented by the Association or any other topic whatsoever affecting said employees during the term of this Agreement.

#### **F. Maintenance of Standards**

Except as required by this Agreement, or by a mutually agreed upon amendment to this Agreement as a result of a problem solving effort, both parties shall maintain at least the present standards affecting the terms and conditions of employment of the members of the faculty unit.

## Article V: Teacher Administration Liaison

This Agreement shall not be interpreted or applied in any manner which will deprive teachers of professional and/or employment benefits and/or advantages heretofore enjoyed, or deprive the District of its legally mandated responsibilities.

### **G. Balancing Requirements and Resources**

The Board and Association agree that agreements negotiated between them must reflect a mutually acceptable balance between adequate staffing, facilities, and resources available for education in Ithaca, as well as sound and competitive wage scales of employees of the school district.

## **Article V: Teacher Administration Liaison**

### **A. Building Representatives**

The Association's building representative(s) and building Principal shall meet once every two weeks if requested by either party during the school year to review and discuss local school problems and practices.

Each building representative shall have the right to schedule Association meetings before or after school or during the lunch period in his or her building.

The building representative(s) shall be provided with not less than ten (10) minutes time at all building faculty meetings to report on the matters involving representation of the teachers by the Association.

The building representative(s) shall be allowed free time during school hours each week to perform their duties under this Agreement, providing such free time does not interfere with their teaching duties and does not interfere with the duties of other teachers.

### **B. Association/Superintendent Liaison Committee**

Representatives of the Association and representatives of the Superintendent shall meet once a month if requested by either party during each school year to review and discuss current school problems and practices, common goals and problems, long-term plans, strategy and philosophy of education and the administration of this Agreement. Such discussion shall include all matters of professional concern.

### **C. Curriculum and Program Development and Implementation**

The professional staff is and should continue to be a major source of developments and innovation in the educational programs of the Ithaca City School District. Each teacher is encouraged to serve on at least one building-level or district-wide committee at least once every three years. The Association will be involved in the development, implementation, improvement and evaluation of such programs. The District reserves the right to involve other appropriate persons.

### **D. Teacher Consultation on Building Programs**

In formulating designs and plans for the construction of new school buildings and/or the material alteration of existing school facilities, the Board, the administration and the architects will consult with representative teachers of those grade levels and specialties to be affected thereby,

## Article VI: Professional Development and Educational Improvements

and all timely written recommendations and suggestions will be considered in formulating such plans.

### **E. School Based Decision Making Committees**

1. The teachers serving on the initial District Committee and all District-wide Site-Based Committees will be appointed by the Ithaca Teachers Association.
2. The initial committee shall define “Site Based decision Making” and develop a plan for implementation at the building level site.
3. Prior to the filing of the Site-Based Decision-making document with the State Education Department, the District will present the plan to the Association for review and comment.
4. Once a definition and plan have been developed, the District will provide funding to train teachers, parents, administrators and other participants who will be involved in implementing the process. Topics for training will be included in the plan developed by the Professional Development Plan Committee.
5. Schools will have a flexible implementation time line.

## **Article VI: Professional Development and Educational Improvements**

### **A. Expenses of Professional Workshops and Conferences**

A teacher may, with the advance approval of the appropriate Principal, District-wide Supervisor, or Coordinator, as the case may be, and with the approval of the Superintendent, or his/her designee, attend workshops, seminars, conferences, or other professional improvement sessions. The Ithaca City School District will pay the reasonable expenses, including fees, meals, lodging, and transportation incurred by these teachers. The Board shall budget funds each year for this purpose, exclusive of the cost of substitutes and salaries.

In addition, a teacher may, with the approval as stated above, attend such professional improvement sessions at his/her own expense. The Ithaca City School District will pay each teacher his/her regular salary while absent in connection with attendance at such sessions and will also pay all substitutes' salaries thus necessitated.

The funds budgeted for the purposes of professional development each year shall be apportioned among the several buildings and District-wide departments on the basis of the number of teachers in each. The several Principals and/or District-wide Supervisors or Coordinators shall submit the program of professional development to be followed in the expenditure of said funds. In the event that the program of any building and/or department as submitted does not utilize the funds allocated, such funds shall be available for the remaining buildings and/or departments. The funds for professional workshops, seminars, conferences, or other professional development sessions will be \$50 per teacher. In addition, teachers shall be compensated at the IRS rate for mileage, for which they have prior approval, when their attendance at professional development workshops requires the use of their personal vehicle.



## Article VII: Teacher Employment

### **B. Development of New Programs**

The Board agrees to involve the Association in the development of new curricula or teaching programs. The Board shall have the right to involve such persons as it may deem fit in the development of such programs. Recommendations for teacher participants will be sought from the Association prior to the appointment of teachers.

The Association shall have the right to initiate discussions in connection with the development of any new programs which it desires to seek for the Ithaca City School District.

### **C. Professional Improvement Plan**

The Professional Improvement Program (P.I.P.) is detailed in Appendix B.

The Plan is designed to identify that small number of individuals whose teaching performance is at a level requiring efforts to correct professional deficiencies and includes a process for developing individualized plans for professional improvement for any teachers who have been so identified.

It is also recognized that in cases where assistance offered through the Professional Improvement Plan is refused or has not been effective, negotiated salary increases may be withheld. These processes shall not preclude 3020-a proceedings where such proceedings may be deemed appropriate.

## Article VII: Teacher Employment

### **A. Prior Experience Credit**

Full credit will be given for previous teaching experience up to twenty-five (25) years in a duly accredited school upon employment. Additional credit for related work experience and military experience may be given upon employment. Once credit has been granted, either for previous teaching or for other related work experience or for additional credits, it will not later be diminished.

### **B. Re-Employment of Teachers**

A tenured teacher who has resigned from the District and who returns to the District may be appointed to a probation period of fewer than two (2) years if warranted in the judgment of the Board and consistent with Education Law.

### **C. ITA Notification (New Employees, Returning Employees)**

The names of all newly employed teachers and all teachers returning from extended or sabbatical leaves shall be submitted to the Association as soon as they have accepted an offer or have returned to District service.

## Article VIII: Teacher Assignment, Transfer, and Promotion

### **Article VIII: Teacher Assignment, Transfer, and Promotion**

#### **A. Salary and Assignment Notices**

Teachers will be notified in writing of their salaries for the coming school year within twenty (20) days after salaries for such coming school year have been agreed upon by the parties hereto and by February 1 for any year for which salaries are not to be negotiated. As soon as practicable, and under normal circumstances not later than June 30, returning teachers will be notified in writing of their tentative assignments by the building Principals or their immediate supervisor for the following school year, including the school(s) to which they will be assigned, the grade(s) and/or subject(s) that they will teach, and any atypical class(es) that they will have.

#### **B. Area of Assignment**

In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates and/or their major or minor fields of study.

#### **C. Notices of Any Application for Vacancies**

1. No less than twice each semester, the Superintendent shall have posted on all faculty bulletin boards in all school buildings a list of all known vacancies in the faculty unit for the then current and the following school year. The method of applying for the position will be clearly set forth in the notice.
2. Such notices shall be posted as far in advance as practicable, ordinarily at least fifteen (15) days before the final date when applications must be submitted and in no event less than ten (10) days before such a date. In the case of vacancies occurring during summer vacation, the notice thereof shall be posted in the administration offices of the Ithaca City School District and a copy thereof shall be sent to the Association and to each individual teacher previously registering with the Board of Education in the manner hereinafter provided for such openings.
3. The Superintendent of Schools or his/her designee shall agree with the representative of the Association on the content and form of all applications for transfer, reassignment, and/or promotion to be used for positions in the negotiations unit represented by the Association.
4. Any teachers who desire to apply for any such vacancy shall submit their applications in writing to the Office of Human Resources within the time limit specified in the notice.
5. Teachers who desire to be informed of positions which become vacant during summer months may inform the Office of Human Resources in writing of postal and/or electronic addresses at which they may be contacted during the summer months. The Office of Human Resources will mail notices of vacancy to those teachers who provide the Office of Human Resources with self addressed envelopes or mailing labels for this purpose.

#### **D. Requests for Transfer**

Teachers desiring a change in assignment shall file a written statement of such desire with the Administrator responsible for personnel by April 1. All such requests will be honored to the extent that they do not conflict with the instructional requirements and best interests of the

## Article VIII: Teacher Assignment, Transfer, and Promotion

School District. Teachers will receive a written response to their request by August 1. The written response will inform the teacher whether the request has been granted or denied or whether the District will need additional time to decide the request. If the written response advises the teacher of the need for additional time, it will also ask the teacher to advise the District of the date beyond which she/he would no longer be interested in the change of assignment for the ensuing school year and the request will be considered withdrawn on that date or seven (7) calendar days before the commencement of classes for the ensuing school year if the teacher does not specify a date.

### **E. Notice of Hiring and Transfer**

Each month the Superintendent shall deliver to the Association a report showing the names of all teachers who have been hired, reassigned, transferred or promoted. The names and addresses of every new teacher hired in the school system will be made available to the Association by the Office of Human Resources.

### **F. Qualification for Assignment**

Vacancies shall be filled from within where practicable. All appointments and assignments to any and all vacancies and openings shall be based on qualifications and experience, and shall be made only to certified teachers or teachers pursuing a course of studies approved by the New York State Education Department for certification, or the equivalent qualification in their field of instruction. Assignments shall be made without regard to age, sex, disability, race, creed, color, religion, nationality, ancestry, marital status or sexual orientation, unless based upon a bona fide occupational qualification, and every unsuccessful applicant will be advised of the filling of the vacancy as soon as possible after the same is filled. Unsuccessful applicants who are existing employees of the Board in the negotiating unit represented by the Association shall, upon request, be furnished with an explanation as to why they did not receive the appointment to such vacancy.

### **G. Salary of Long-term Substitutes**

All Long-term Substitutes to any and all positions will receive the salary commensurate with their experience and education. Teachers who have retired from the District and are returning as long-term substitutes will be paid at the rate of pay received at the time of retirement.

### **H. Probationary Service of Transferred Teachers**

The voluntary transfer or reassignment of any tenured member represented by the Association to a position outside of his/her existing tenure area may require a probationary period of fewer than two (2) years in the new position if warranted in the judgment of the Board and consistent with Education Law.

### **I. Involuntary Transfers**

It is recognized that some involuntary transfers of teachers from one building to another or reassignment within a tenure area may be in the best interests of the District but should be held to a minimum. Notice of any such involuntary transfer shall be given as soon as practicable and under normal circumstances not later than June 10.

However, if notice is given on or after August 15, the member shall be entitled to two (2) days of paid time to prepare for the new assignment. Payment for these days shall be made after the submission of a time sheet.

## Article VIII: Teacher Assignment, Transfer, and Promotion

When transfers are necessary to positions for which there are no previous applicants, volunteers will be sought for such positions and no involuntary reassignments will be made unless it has not been possible to locate an adequate number of volunteers after a good faith effort for a period of ten (10) days. Volunteers will be transferred or reassigned first. After the group of available volunteers has been exhausted, a teacher's area of competence, major and/or minor field of study, quality of teaching performance, and length of service in the school system will be considered in determining which teacher is to be transferred or reassigned.

An involuntary transfer or reassignment will be made only after a meeting between the teacher involved, a representative of the Association, and the Superintendent or designee is held, at which time the teacher will be notified of the reasons therefore and if the teacher objects to such transfer or reassignment, a good faith effort will be made to transfer or reassign the teacher to an acceptable position.

### **J. Schedules and Reimbursement of Teachers Required to Travel**

In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. Such teachers will be notified of any changes in their schedule immediately upon completion of the schedule. All teachers who are required to travel, other than from home to school and school to home, in connection with their duties will be paid mileage at the Federal rate per mile.

### **K. Administrative Approval of Assignments**

Teachers shall not be hired and/or assigned without a prior interview by and the consent of the District-wide Coordinator and Principal(s) of the building(s) to which the teacher will be assigned.

### **L. Hiring and Assigning Administrators**

The Board of Education will ask the Association for teacher representatives to participate in interviews of candidates being considered for employment as Superintendent of Schools.

The teachers shall be appointed by the Association, comprise at least 1/3 of the committee, number at least 4, and jointly develop, with the administration or the Board of Education, the questions the candidates are asked.

The Superintendent will ask the Association for teacher representatives to serve on committees established to interview candidates for any building level or District-wide administrative position.

The Superintendent will inform the affected staff of any administrative transfers before such transfers are made public. The Association President will be invited to any meetings at which transfer announcements are made to school staffs.

The affected staff will have the opportunity to meet with the administrator before the transfer actually occurs and the staff will have an opportunity to provide input to the Superintendent.

## Article VIII: Teacher Assignment, Transfer, and Promotion

### **M. Teacher Training**

A responsibility of skilled veteran teachers is to help inexperienced teachers develop as professionals. The Association and District will encourage experienced teachers to work with beginning teachers.

Those staff members assuming responsibility for the training of pre-service personnel and/of Teacher Aides/Assistants shall make their own compensation arrangements with such educational institutions which may be requesting this training. This type of training should assure a continual development of highly competent professional.

### **N. Involvement in Teacher Education Programs**

Involvement of any member of the negotiating unit in any facet of a teacher education program in the Ithaca City School District will be on a strictly voluntary basis.

### **O. Tenure Areas and Seniority**

1. There are two types of teacher tenure areas in existence at this time. Teachers appointed prior to August 1, 1975, are referred to as “Baer” teachers and their tenure areas are as established in their Board of Education appointments. Teachers appointed after August 1, 1975, are referred to as “Part 30” teachers and their tenure areas are set forth in Part 30 of the Rules of the Board of Regents. Seniority lists will reflect the State Education Law’s requirements as to both Baer and Part 30 teachers.
2. The factors utilized in determining the amount of seniority for each teacher are:
  - (a) One (1) year of credit has been counted for each full school year (September through June) where the teacher’s employment status has been full-time.
  - (b) One-tenth (.1) credit has been counted for each full month in years where a full year’s service has not been rendered.
  - (c) Five-hundredths (.05) has been counted for each half-month (estimated) where less than a month’s service has been rendered.
  - (d) No credit has been counted for unpaid leaves of absence granted by the Board of Education.
  - (e) Credit has been counted for paid leaves of absence.
  - (f) Service is credited from the date of appointment. When two teachers start on the same date, the date of the Letter of Intent will determine the order of seniority. If both are the same, a lottery will determine the order of seniority.
  - (g) Part-time seniority credit will be pro-rated on the basis of actual time worked (i.e., a .5 teacher will received 1 year seniority credit for 2 years of ½ time service).
  - (h) Disagreements on individual seniority will be discussed at a meeting with the Personnel Administrator and the Association.
  - (i) Section 30.13 of the Rules of the Board of Regents as outlined will apply to all pre- and post-August 1, 1975, teacher appointments.
3. When the Board of Education abolishes professional education positions, it shall do so in accordance with the provisions of Sections 2510 and 2585 of New York State Education Law.
  - (a) The Board shall identify the tenure area in which the professional education position is abolished.
  - (b) The Board shall determine the person having the least seniority in the tenure area affected by the abolition.

## Article VIII: Teacher Assignment, Transfer, and Promotion

- (c) Should the individual identified have tenure or be in probationary status in additional tenure areas created by this Part, (s)he shall be transferred to such other tenure area in which (s)he has greatest seniority and shall be retained in such area if there is a professional educator having less seniority than (s)he in such other tenure area.
  - (d) If such individual is junior in service in such second tenure area, (s)he shall be transferred in succession, in order of length of service, to each of the areas in which (s)he shall have acquired tenure or be in a probationary status and shall be retained in any such area if there is a professional education in such area having less seniority than the individual.
4. Reductions in Force- If at the time of a reduction in force a part-time teacher exercises his/her seniority rights to claim a specific position, (s)he must accept the position (full-time or part-time) at its current time allotment unless the District agrees to allow a change in the time allotment (see Sections 2510 and 2585 of New York State Education Law).
  5. Part-time teachers holding valid teaching certificates, who are employed 50% or more, shall be eligible for tenure upon completing the equivalent of three full years of service in the District.
    - Examples:
      - .5 employment would require six years of service.
      - .8 employment would require 3.75 years of service.
  6. Non-tenured unit members shall be formally observed as follows:

Under .5 employment: Minimum of one (1) announced evaluation per year.

From .5 - .9 employment: Minimum of two (2) evaluations per year. One shall be announced and one shall be unannounced.

Over .9 – 1.0 employment: Minimum of three (3) evaluations per year. Two shall be announced and one shall be unannounced.

The Article shall have no retroactive effect. Current part-time teachers who become eligible by way of the article to probationary appointments and potential tenure shall have probationary appointments beginning September 1, 2012 without any credit for prior service. The parties also agree that future APPR requirements will not require more than three observations on an annual basis.

### **P. Affirmative Action**

The District maintains policies and commitments concerning diversity and equity. The Ithaca Teachers Association (ITA) supports and shall make every effort to promote a diverse staff that is reflective of our diverse student population and community. The ITA supports the premise that it is important to expose our children to a diverse teaching staff within each of our schools. Every child has the basic right to a great public school with a qualified and caring staff, including educators who are culturally competent or who share similar cultural experiences, and who can serve as role models demonstrating that education and achievement are to be respected.

# Article IX: School Building Facilities

## Article IX: School Building Facilities

### A. Safety of Facilities

All buildings, rooms, materials, and/or equipment of the District used or occupied by teachers in connection with the instruction and/or supervision of pupils shall be in compliance with the rules and regulation of the Division of Educational Facilities Planning of the New York State Education Department for the continuing use of existing buildings and/or the planning of new facilities and/or renovation of existing facilities. Equipment shall carry Underwriters Laboratory approval where applicable.

Suspected deficiencies will be reported by the Association to the Superintendent of Schools or his/her designee. If during the term of this Agreement the Association has reasonable cause to think that testing should be conducted on the indoor air quality and/or the quality of drinking water, tests can be requested. The tests, to be conducted by a qualified professional, will be scheduled within two (2) weeks of the request. Copies of the findings will be mailed to the Association and the District as soon as they are completed.

If the report indicates that any facilities and/or equipment fail to meet any of the foregoing standards, the Superintendent of Schools or his/her designee will develop a plan of action and timeline for correcting the deficiencies. This plan of action will be developed by the District within sixty (60) calendar days after the report is received and forwarded to the Association.

If the initial report is unable to locate a deficiency, but a serious problem persists, the Association may request that additional testing be conducted by a mutually agreed upon independent professional. A schedule for these tests will be made by the District within two (2) weeks of the selection of the independent professional and forwarded to the Association.

If the report indicates that any facilities and/or equipment fail to meet any of the foregoing standards, the Superintendent of Schools or his/her designee will develop a plan of action and timeline for correcting the deficiencies. This plan of action will be developed by the District within sixty (60) calendar days after the report is received and forwarded to the Association.

### B. Classroom Facilities

1. Each classroom will be adequately heated, lighted, ventilated, furnished, and be acoustically satisfactory. Adequate facilities for storing instructional materials and supplies will be provided for all teachers.
2. The District will not knowingly require a teacher to perform duties in areas in which the teacher's health, safety or well-being may be endangered.

### C. School Building Facilities

The following facilities are desirable for all school buildings:

1. an adequately heated, lighted, ventilated, and furnished teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials;
2. a communication system so that teachers can communicate with the main building office from their classrooms and get timely response by adult personnel during school hours;

## Article IX: School Building Facilities

3. an adequately heated, lighted and furnished room, with telephone, to be reserved for the exclusive use of the teachers as a faculty lounge, said room to be in addition to the aforementioned teacher work area;
4. adequately lighted heated, ventilated, and cleaned teacher rest rooms, separate for each sex and separate from the students' rest rooms;
5. a separate, private dining area for the exclusive use of the teachers;
6. a parking area with an adequate portion thereof reserved for teacher parking.

In order to facilitate this section, the Director of Facilities shall meet with the Ithaca Teachers Association Safety Committee on a regular basis, but not less than three (3) times each school year, to review health and safety concerns.

New and renovated buildings will be planned with due consideration for the foregoing. In the case of existing buildings, reasonable effort will be made to furnish the above facilities as it becomes practicable to do so.

Each teacher shall have adequate work and storage space assigned to him/her for his/her personal use.

### **D. Facilities and Clerical Staff for Other Teachers and Administrators**

All Department Chairs, Department Leaders, Coordinators, Supervisors, School Counselors, Librarians, Nurse Teachers, Attendance Officers, and other teachers requiring telephone facilities, office equipment and machinery, and clerical staff shall be furnished with the same in adequate and appropriate quantity to enable them to fulfill effectively their professional assignments and duties and to relieve them from non-professional clerical tasks.

### **E. Use of Keys**

All professional staff members shall have access to a key, key card or other authorized device permitting access to their building(s), assigned classroom(s) or work space(s), as well as access to designated space with a telephone connected to an outside line. Any employed teacher who adheres to building security regulations shall be entitled to keep the key, key card or other authorized device during times when access to the building is permitted.

### **F. Admission to School Events**

All professional staff and immediate family members accompanying the staff members may be admitted to home school sponsored athletic events free of charge.

### **G. Hepatitis B Inoculation**

The district will provide inoculation for Hepatitis B for those teachers who request such inoculation and who agree to release the District and its health care provider from any and all liability.



# Article X: Teacher Protection, Student Discipline, and Classroom Interruptions

## **Article X: Teacher Protection, Student Discipline, and Classroom Interruptions**

### **A. Anti-Discrimination**

The employer will not discriminate against any teacher because of race, color, religion, sex, national origin, sexual orientation, age or disability.

### **B. Individual Freedom**

The private and personal life of a teacher is not the appropriate concern of the Board of Education or Administration, except as it may interfere with the teacher's duties.

### **C. Teacher Protection**

Teachers will immediately report all cases of assault sustained by them in connection with their employment to their Principal or immediate supervisor, in writing. Said report will be forwarded to the Superintendent, who will comply with any reasonable request from the teacher for information in his/her possession relating to the incident or the persons involved and will act to protect the rights of the teacher.

### **D. Physical Restraint and Reports**

The parties recognize that instances arise when physical contact between a teacher and student(s) may be necessary. In such cases, a report shall be made immediately to the teacher's immediate supervisor. The building Principal or immediate supervisor, as the case may be, may require a written report of any such incident. (See physical force policy in student handbook.)

### **E. Save Harmless**

The Board agrees to save teachers harmless from any financial loss, including reasonable attorneys' fees, arising out of any accusation of an assault, claim, demand, suit, criminal prosecution, or judgment by reason of any act or omission to act whatsoever by such teacher within or without the school building, provided such teacher, at the time of the act or omission complained of, as acting within the scope of his/her employment under the direction or the approval of the Board or the duly appointed officials of the District. This provision shall inure to the benefit of the individual teachers, their heirs and executors, and their insurance carriers, if any. Notification by the teacher must be given as required by Section 3023 and/or Section 3028 of the New York State Education Law.

### **F. Complaints**

Serious complaints directed against a teacher shall be promptly called to the teacher's attention, and the teacher shall be afforded an opportunity to reply to the same; and no derogatory complaint letter or report shall be placed in the teacher's file without the teacher's knowledge and an opportunity to make a written statement of explanation to be attached thereto. An opportunity will be provided to meet with complainants for the purpose of discussing the complaint.

# Article X: Teacher Protection, Student Discipline, and Classroom Interruptions

## **G. Disciplinary Orders**

Teachers shall receive instructions and directions relative to student discipline only from professional supervisory personnel. Student discipline referred by the teacher to higher authority shall be administered only by a professional supervisory personnel.

## **H. Building Evacuation**

In the event that any school building is evacuated in whole or in part by reason of any report or threat of damage thereto by bomb, fire, or other lethal instrument or incident, no teacher will be required to participate in any search for such lethal or destructive instrument. When the Principal or any school staff member receives a telephone call advising that a live bomb is secreted in his/her school building, the first step is the decision as to the credibility of the call. Whenever a building Principal decides that a call is not credible, (s)he must do so in conjunction with the Superintendent or his/her designee.

## **I. Problem and Disruptive Pupils**

Emotionally disturbed pupils and pupils presenting severe disciplinary problems impede the educational progress of the entire class. No such pupil shall knowingly be assigned to any class without the teacher first having been informed of the known facts relative to such pupil. Teachers encountering such pupils in their classes shall be given early support in the form of psychological and social casework assistance.

In the event that the presence of any pupil or pupils becomes unduly disruptive to the conduct of instruction or threatens the welfare and/or safety of the teacher and/or the pupils, the teacher is hereby authorized to remove forthwith such pupil or pupils from the class until such time as the objectionable behavior has been eliminated in a manner which, in the judgment of the teacher and Principal directly involved, best serves the interest of the District and the child. If the child continues to be disruptive upon return to the class, (s)he will then be removed from said classroom situation and be referred for remedial sessions with the school and/or community resource personnel.

## **J. Suspension of Pupils**

The District will conform to all necessary requirements of Education Law as it relates to the suspension of pupils.

## **K. Classroom Interruptions**

Except under unusual circumstances, students will not be released from regular class for a private fee program.

## **L. Attendance Records**

Teachers will assume the responsibility of taking attendance. However, records of attendance and records of notes explaining student absence shall be filed and maintained by the administration of each building.

## **M. Transfer of Student After a Term has Started**

If possible, teachers will be give twenty-four (24) hours notice before a new pupil is placed in his/her class. When this transfer involves a child already enrolled in the District, the new teacher will have access to all available records in the School Counselor's or Principal's office within

twenty-four (24) hours. In the event that a child is transferring from another school district, the administration shall make every effort to obtain the placement information within twenty-four (24) hours.

#### **N. Safety Education Training**

Any teacher who is responsible for a group of District students on a day or overnight trip, exclusive of students participating in athletic competition, will be required to attend a one hour first aid training program every other school year. The program will be supported by the Board of Education and will be conducted by a School Nurse Teacher.

#### **O. Right to Prior Notification**

Whenever a meeting with a teacher is requested by the Superintendent, the teacher shall be notified in advance as to the purpose of the meeting. The teacher will have the right to have his/her building representative or a representative of the Association of his/her choice attend such meeting.

#### **P. Transfer of District Programs**

The Board and Superintendent will not arrange for the transfer of all or part of any existing District program or any personnel to BOCES without first delivering notice of such transfer in writing to the President of the Association.

### **Article XI: Teaching Hours and Teaching Load**

#### **A. Teachers' Work Day**

All teachers are required to devote sufficient time to their duties to fulfill their professional responsibilities and teaching assignments. By mutual agreement, teachers may be assigned an alternative starting and ending time provided their total work day shall be comparable in length to the standard teacher's work day. Specialists shall not be required to meet with more than five (5) classes in one-half (1/2) day. Classes will be at least one-half (1/2) hour in length.

Effective July 1, 2000, an additional ten (10) minutes will be added to the beginning of the school day during which time teachers will be available. The additional time is not for the purpose of making assigned duties and teachers will not be restricted to being in their classroom, but will be expected to be generally available for a variety of professional matters including additional student assistance, preparation of school materials and other related professional activities.

Effective July 1, 2006, bargaining unit members assigned to elementary buildings will be present twenty (20) additional minutes prior to the start of the school day as follows:

#### **Bargaining Unit Members Assigned to Elementary Buildings Additional 20 Minutes**

- Full day pre-K through 5<sup>th</sup> grade classroom, reading, special education and ESOL teachers
- Morning pre-K through 5<sup>th</sup> grade classroom, reading, special education and ESOL teachers
- Full day music, physical education, art teachers and librarians
- Morning music, physical education, art teachers and librarians
- Full day school counselors, speech/language therapists, social workers and psychologists
- Morning social workers, psychologists and speech/language therapists

## Article XI: Teaching Hours and Teaching Load

### **B. Supervisory Responsibilities of Psychologists, Social Workers, and School Counselors**

For the duration of this contract, Psychologists, Social Workers and School Counselors will be relieved of traditional supervisory duties (e.g., cafeteria supervision, playground supervision, hall supervision, supervision of bus loading and unloading) to permit them to have additional student contact time. The parties recognize that relief from these traditional supervisory duties is not meant to limit the exercise of professional responsibilities by Psychologists, Social Workers and School Counselors in the areas in which supervisory duties are typically performed (e.g., cafeterias, playgrounds, halls, bus loading and bus unloading).

### **C. Lunch Period**

All elementary school teachers shall have at least a 30 minute duty-free lunch period each day and all secondary school teachers shall have a duty-free lunch period as long as the students' lunch period each day but in no event less than 30 minutes.

### **D. School Calendar**

By February 1, the President of the Association shall provide to the Superintendent written recommendations regarding the calendar for the following school year. For 2012-2013 and 2013-2014, the teacher work year shall comprise 184 days, 182 of which shall be days of instruction. For 2014-2015, the teacher work year shall comprise 187 days, 184 of which can be days of instruction (See Article XXVI (A)(3)(d) for details.) The calendar shall additionally include up to three "reschedule" days on which school will be open as a result of emergency school closing such as snow days. These "reschedule" days will be identified in the calendar.

The District may schedule additional voluntary workdays without additional payment. The additional days will be entirely voluntary and the days will be subject to procedures established in accordance with the Professional Development Plan. The days are intended to be teacher in-service and training days and not additional student attendance days. Teachers would be primarily responsible for planning the content of these voluntary workdays. The Ithaca Teachers Association will be notified of the teachers serving on any Professional Development committees. All expenses for approved plans for these days shall be borne by the District.

### **E. Faculty Meetings**

Staff members will attend up to two (2) school faculty meetings per month. These meetings will be scheduled immediately before or after the school day by mutual agreement between the faculty and administration.

Staff members will have input into the development of the meeting agendas. Faculty members will be excused from these meetings in the event of unavoidable conflicts with other professional responsibilities.

### **F. Open House/Curriculum Night**

It is the teacher's professional responsibility to attend an open house or curriculum night for the school to which (s)he is assigned. Itinerant teachers or specialists will not be expected to attend more than one (1) such night.

Teachers required to attend more than one evening meeting will be compensated on the basis of 1/200<sup>th</sup> of their annual salary for each six (6) hours.

# Article XI: Teaching Hours and Teaching Load

## **G. Preparation Time in Elementary Schools**

Elementary school teachers will have at least one preparation period each day of at least 30 minutes during which they will not be assigned to any other duties. Such preparation period may be scheduled when the pupils in the teacher's class are being instructed by a specialist.

There may be a 15-minute recess period each day by agreement of the Principal and the staff involved. Such recess period will be in addition to the teacher's lunch period and preparation period. The building Principal in cooperation with his/her staff will be responsible for implementing this section.

The Principal and the staff will also attempt to develop a special schedule so that each teacher has an additional preparation period during the week. Usually this additional preparation will occur on the days the teacher's class has more than one special class.

Elementary teachers will not be required to remain with their class when the class is being taught by a specialist.

## **H. Teacher/Parent Meetings**

Teachers or parents may initiate meetings to discuss issues of concern about students or programs. If requested by either party, an administrator and/or Association representative will be present. Meetings will be arranged at a mutually convenient time.

## **I. Teaching Periods and Preparation Time in Middle and Secondary Schools**

1. There shall be five conditions which govern the utilization of subject area teachers in the middle and secondary programs:
  - (a) Preparation of the teaching schedule shall be the task of the Principal and staff, cooperating fully in a way that is mutually agreeable.
  - (b) An equitable class load and student load in keeping with the availability of staff and the specific nature of the subject area shall be established each year within the building schedule.
  - (c) Time for preparation (at least one (1) full period or its equivalent) during each school day shall be maintained.
  - (d) Innovations leading to the most effective use of teaching time and talents and innovations in the scheduling of classes shall be recognized as essential if optimum educational goals are to be achieved.
  - (e) Each middle school team teacher shall be entitled to a team planning period and a preparation period each day. Every effort shall be made to ensure a team-planning period for those teachers without a team planning period assignment.
2. When no other method of balancing the teaching load is possible, and as recommended by the building Principal or supervisor, and if the teacher agrees to be assigned to extra students teaching periods, (s)he shall be compensated at a rate of 0.167 of a day's salary for each such additional period. Such extra teaching periods will be on a voluntary basis and will be utilized only to meet special temporary situations and will not be permanent in nature. Except as herein modified, existing policy in this area shall remain in effect.

# Article XI: Teaching Hours and Teaching Load

## **J. Department Leader/Department Chair**

### 1. Requirements:

Department Leaders must be certified in a field covered by the department.

Department Chairs must be certified in a field covered by the department and administratively certified.

### 2. Duties: It is the intent of the parties that Department Leaders and Department Chairs will conduct all duties and responsibilities including but not limited to the following:

Department Leaders will coordinate PLC meetings, Supplies, Budgets, Leadership Teams, and Scheduling.

Department Chairs will conduct all the duties of a Department Leader and conduct observations of department members.

### 3. Release Time:

Department Leaders

2-9 members = 1 leadership release period (20%)

10 or more members = 2 leadership release periods (40%)

Department Chairs

Each department chair will receive 1 leadership release period plus additional release periods for conducting observations as follows:

2-4 members = no additional release period (20%)

5-9 members = 1 additional Leadership/Observation period (40%)

10 or more members = 2 additional Leadership/Observation periods (60%)

Each teacher shall be assigned to a department. No department shall consist of fewer than two teachers.

## **K. Subject Areas in Secondary Schools**

Secondary school teachers will not be required to teach more than two subject areas nor more than three teaching preparations within said areas at any one time.

## **L. Obtaining Substitutes**

It shall be the responsibility of the administration to make every effort to obtain substitutes for regular classroom teachers, for specialists where necessary, and for auxiliary personnel where requested by the supervising teacher. A teacher shall not be responsible for obtaining a substitute.

## **M. Reporting Unavailability for Duty**

Teachers shall be given a telephone number and are expected to call and report their absence(s). A teacher shall not be responsible for obtaining a substitute.

## **N. Extra Help For Students**

Teachers will provide extra help for students in need. Such help may be provided before, during or after the school day by mutual agreement between the teacher and student. Teachers will communicate their availability for such help clearly to their students.

## Article XI: Teaching Hours and Teaching Load

### **O. Early Dismissal**

There may be a minimum of four (4) early dismissal days per semester. The length of the school day will be adjusted the minimum necessary in each school to allow dismissal one (1) hour early.

### **P. Professional Plan Development Opportunities**

1. The District shall develop and adopt a professional development plan consistent with the guidelines established by the Commissioner of Education, in order to provide teachers with substantial professional development opportunities including opportunities directly related to student learning needs. The District shall provide sufficient professional development opportunities to enable teachers to meet the state requirement for professional development. Teachers shall be responsible for completing at least thirty (30) such hours during each school year. No additional compensation shall be paid for the completion of activities required by this paragraph. Other alternatives that have received prior written approval of the Superintendent or designee shall be subject to the provisions of Article XXVI D, 1(d).

Teachers may fulfill the requirements of paragraph “1” through attendance and participation in Superintendent’s Conference Days, additional unpaid voluntary workdays, scheduled in-service at Faculty Meetings and other alternatives that have received the prior written approval of the Superintendent of schools or designee.

2. New teachers will be expected to attend up to three (3) days of orientation and staff development prior to the first day of student attendance. Such orientations and staff development will include information about the District professional development plans and the District’s commitment to multicultural education. Teachers will be compensated at the rate of \$183.00 for each completed day of such attendance. The opening staff day for all teachers and other days scheduled as part of the regular school calendar shall not be considered as part of the three (3) days.
3. If the District elects to use mentor teachers, they shall receive a stipend of \$500.00 per year.

### **Q. Professional Improvement**

The continually increasing knowledge from educational research demands that teachers keep abreast of this knowledge and consider and plan its inclusion in school district operations. To this end, professional improvement programs will be planned jointly by the Administration and the Association. These programs will be scheduled for weekends, time immediately before the beginning of the work year, early dismissal days established in Section O of this Article, and for other times during the regular instructional year as mutually agreed upon by the Administration and the Association. In addition, such time will be established in blocks and/or series which will make the programs meaningful. Attendance by teachers at such programs will be voluntary. However, the Association fully accepts its responsibility to encourage all of its members to participate. In order for the teacher to fulfill his/her obligation to the community and the profession, each should feel responsible to devote at least the equivalent of five (5) working days each year to continuing self-improvement activities.

# Article XI: Teaching Hours and Teaching Load

## **R. Summer Work**

Teachers who are requested to work during the summer months or out side of regular school hours will be paid 1/200<sup>th</sup> of their annual salary for each day. If the amount of money appropriated for this purpose is exhausted, teachers may volunteer to work additional time but will not be required to do so. This additional work will receive one in-service credit for each day (six clock hours).

## **S. Job Sharing**

The following will apply to those teachers who wish to share a position or are already in a job share position.

1. Job sharing of positions is possible under the following conditions:
  - (a) The building Principal agrees to have a job-sharing situation in his/her building;
  - (b) The teachers who will job share agree to reduce voluntarily to part-time;
  - (c) There is a compatible partner who has been approved by the District interview process; if a compatible partner is not found the District will advertise for a job-sharing partner;
  - (d) If a request for a job share is denied, the Principal will provide reasons in writing within thirty (30) days.
2. If a tenured teacher reduces to part-time to job share (s)he is entitled to a part-time job in subsequent years. If (s)he wishes to return to a full-time position (s)he will be entitled to a full-time position in his/her tenure area when a vacancy exists.
  - (a) If a non-tenured teacher reduces to part-time to job share, or a part-time teacher is involved in a job share, (s)he is entitled to a part-time job in subsequent years. If (s)he wishes to move to a full-time position, (s)he may apply for a transfer in his/her tenure area when a vacancy exists.
  - (b) Tenured teachers who reduce to part-time will retain their tenure.
  - (c) For information on part-time tenure, see Article VIII., O-5.
3. Definition: Job sharing means two (2) teachers sharing one (1) full-time position.
4. Pairing: Job sharing assignments shall be filled only by teachers who have agreed to work together.
5. Selection: Job sharing partners can come from teachers currently employed by the District, or in the event that an ongoing partnership is dissolved, from the pool of applicants for other positions in that area.

When one partner in an existing job sharing position discontinues the job share, the remaining teacher will participate in selecting the new partner. The new job share teacher will be hired in the usual manner prescribed by the Personnel Office for hiring new staff.

6. Responsibilities: The professional responsibilities of the two (2) job sharers may be divided and/or allocated according to a plan designed by the job sharers, and approved by the Principal in conjunction with the appropriate Assistant Superintendent.

The plan shall include, but not be limited to, a daily schedule and an explanation of how the team will handle grading, parent/teacher conferences, curriculum coverage, common



## Article XII: Pupil-Teacher Ratio

planning, faculty and other staff meetings, back to school night, committee participation, etc.

7. Salary: A job-sharing teacher will receive the appropriate full-time salary prorated to his/her FTE.
8. Substituting: Job sharers shall substitute for each other whenever possible.

### Article XII: Pupil-Teacher Ratio

#### A. Pupil-Teacher Ratio (PTR)

Staffing for the coming school year will be determined by the April 30 enrollment figures of the respective elementary schools. Secondary schools will use the April 30 enrollment figures of the incoming grade and the two continuing grades in each school.

Upward staffing adjustments will be done on a .5 teacher basis using increases in pupil enrollment based on the staffing ratio for each school. The September 30 enrollment figures will be used to determine these adjustments.

If enrollment declines after April 30, teachers may be transferred in whole teacher increments only. Insofar as possible, teachers shall be notified of this possibility before the end of school in June. No teachers shall be transferred unless they are notified by the third week in August. Extra help will be offered to a teacher who is transferred under this clause.

1. The following criteria will be used to determine staffing in the elementary schools:
  - (a) The base PTR will be 23.75. This will be adjusted downward as indicated.

<u>Base PRT</u>	<u>Low SES*</u>
23.75	0%-9.9%
22.25	10%-19.9%
20.75	20%-29.9%
20.00	30% or more

\*according to State and Federal guidelines.

- (b) A further adjustment in the PTR will be based on pupil enrollment as indicated.

<u>Pupil Enrollment</u>	<u>Drop in PTR</u>
450+	
375-449	-0.5
300-374	-1.0
225-299	-1.5
Less than 225	-2.0

Under no circumstances will the District be expected to maintain PTR at less than 18-1.

The kindergarten teachers of each elementary school will be included in the pupil-teacher ratio. For each two half-day kindergarten students, each school will add one student to its enrollment figures. Each full-day kindergarten student will be counted as one student.

## Article XII: Pupil-Teacher Ratio

2. Each secondary school (high school, junior high and middle school) will be staffed at a pupil teacher ratio of 18.65 to 1.
3. Professional staff in the elementary schools will not be increased more than 4.0 above the pupil-teacher ratio for that school as determined above.

In the High School, DeWitt, and Boynton the professional staffing will not fall below 21.65.

In Beverly J Martin Elementary and the Lehman Alternative Community School, the professional staffing will not fall below 25.00.

4. The employment of auxiliary personnel will be recommended by the professional staff of that attendance unit.
5. Staff in the Pupil Personnel Services Department will not be assigned as part of the teacher ratio. This group will be comprised of any counselors, psychologists, social workers, speech therapists, occupational therapists, nurse teachers, and dental hygienists. Assignment of personnel in the pupil personnel category will be made by the Assistant Superintendent of Student Services working with members of this department and in cooperation with Principals and other various staff.

Instrumental Music teachers at the elementary level and junior high also will be excluded from the ratio and assigned by the supervisor of Music instruction based on criteria developed by the Music department staff.

6. The number of half-time students enrolled in the BOCES program as of February 1 will be counted as .7 in the pupil-teacher ratio for each school for the following year. Any student attending BOCES less than half-time will be counted as follows: one hour at BOCES = .9; two hours at BOCES = .8.

The number of students enrolled in the BOCES program as of September 1 each school year will be multiplied by the average retention ratio of the three (3) previous years to determine staffing in each school

7. The parties agree to negotiate the PTR for any school whose enrollment is impacted by the reorganization.
8. Downward staffing adjustments will be done annually at the end of the school year based on the enrollment figures of April 30 of the current school year.
9. All references to September 30 and April 30 enrollment figures in this Article shall mean the last teaching Friday of each of these months.

### **B. Title I Monies**

It is understood that Title I monies must be used to provide programs for identified children in all Title I schools.

## Article XIII: Textbooks

### **C. Classroom Capacities Not to be Exceeded**

Except for unusual circumstances, pupils shall not be assigned to any classroom in larger number than the capacity of the teacher facilities or stations available or for which the classroom was designed.

### **D. Board of Cooperative Educational Services (BOCES)**

BOCES programs located in District buildings shall not in any manner disrupt the conduct of programs of the District.

### **E. Mainstreaming**

1. Self-contained classes operated by the District will be staffed with teachers hired from the budget for handicapped students, with financial support for supplies, contractual services, and appropriate aides from outside the regular school budget.
2. In order to provide continued and increasing teacher support for these students, it is recommended that a PTR weighing of .75 be allowed for each handicapped pupil assigned to a self-contained classroom in the school housing the students.
3. The per pupil allotment of supply money for each school shall be increased by the number of handicapped students assigned to a self-contained classroom. This number is the same as that on which the PTR weighing is based. These funds shall be allocated with the stipulation that they support teachers of handicapped children with materials and contract services.
4. No child shall be mainstreamed until a conference has been held involving the teacher of a self-contained class, the support teacher, the mainstream classroom teacher(s), aides, and the school counselor, where applicable.

## **Article XIII: Textbooks**

### **A. Adequate Textbooks Guaranteed**

Textbooks will be provided in sufficient quantity and in adequate time to insure that each pupil in each class has textbooks for his/her own use as needed. If a problem arises, the Association will be notified in a timely manner.

### **B. Teachers to Participate in Textbook Selection**

The purchase of textbooks and other instructional materials, changes in such materials, or selection of new materials shall continue to be determined according to the procedure presently in effect to the end that teachers involved shall have a choice in the text selection unless a change in procedure is mutually agreed upon by the parties.

## Article XIV: Supplies and Equipment

### Article XIV: Supplies and Equipment

#### A. Adequate Supplies Guaranteed

The Board agrees that it will provide sufficient supplies so that teachers may fulfill their teaching responsibilities in an adequate and professional manner.

#### B. Supply Fund

With the approval of a building Principal or supervisor, as the case may be, teachers may purchase emergency supplies by:

1. calling the Business Office giving code, item and price; or
2. arranging for an order to be placed with the vendor.

#### C. Teacher Involvement in Setting Priorities on Supplies and Equipment

The staff for each building will assist the Principal in setting the budget priorities for supplies and instructional equipment.

#### D. Report of Building Finances

Each building administrator will report to his/her staff the total school finances allocated to his/her building – not including teachers' salaries – at least three (3) times per year. Such reports will be made in writing in September, February, and May of each year and shall include a breakdown of how such monies have been or will be spent for staff programs.

## Article XV: Teacher Evaluation and Records

#### A. Teacher Evaluation Process and Principles

A written report will be made of each classroom observation and a final evaluation that is to form a part of the teacher's personnel record. If the observation is unsatisfactory, the written report will contain suggestions for improvement. A copy of every such report shall be furnished to the teacher involved promptly after such observation and final evaluation; and, within one week after the delivery of a copy of such report to the teacher, a conference will be held between the supervisor and the teacher to discuss such report unless the supervisor and the teacher agree not to hold a conference.

The principles of the District teacher evaluation process are as follows:

- Efforts by the Superintendent and the Association to improve teacher evaluations shall continue.
- Evaluators are not expected to comment on every criteria in every evaluation.
- Evaluators will use the evaluative criteria and goal(s) to individualize each staff member's evaluation.
- Teachers can have an ITA representative go with them to any evaluation conference.
- Complaints directed against a teacher or materials derogatory to a teacher's conduct, service, character or personality shall be promptly called to the teacher's attention.
- An opportunity will be provided for the teacher to meet with complainants for the purpose of discussing the complaint.
- No material shall be placed in the teacher's personnel file unless the teacher has had an opportunity to review the material and attach a written explanation/rebuttal.

## Article XV: Teacher Evaluation and Records

- The teacher shall sign the material indicating that (s)he had an opportunity to review the material. This signature does not necessarily indicate agreement with the document.
- As part of teachers' reflective practice, the Association agrees that there is a role for parent/student feedback. A committee formed in accordance with the regulations of the Commissioner of Education pertaining to the development of the Annual Professional Performance Review Plan shall develop recommendations and submit them to the Board of Education and the Ithaca Teachers Association Representative council for their consideration. The final decision shall be made by the Board of Education.

The Evaluative criteria, timeline, procedures and forms that are to be used when evaluating teachers are contained in Appendix A.

### **B. Secret Monitoring or Observing Prohibited**

All monitoring or observation of work and performance of teachers will be conducted openly and with full knowledge of the teacher. The use of public address or audio systems and similar surveillance devices shall not be used for this purpose.

Observation and evaluation of teachers shall be continuous and ongoing.

### **C. Outside Activities**

Teacher non-participation in voluntary extra-curricular, community, church, club, or social activities shall not be a valid consideration for evaluating teacher performance.

### **D. Personnel Evaluating**

1. Formal observations and evaluations mandated by contract will be conducted by appropriately certified staff.
2. Before a Central Office Administrator observes and evaluates a classroom teacher, the administrator will conduct a pre-observation conference the week before the planned observation. The purpose of the conference is for the administrator to familiarize himself/herself with the goals, objectives, and general program of the teacher.

### **E. Notice of Tenure Denial**

Probationary teachers to be denied tenure or not to be employed for the following school year will ordinarily be so notified eighty (80) school days prior to the end of the probationary period.

### **F. Reasons for Tenure Denial**

If a probationary teacher who is denied tenure requests the reasons for such denial, such reasons shall be given to him/her orally and, if (s)he so requests, in writing.

### **G. Personnel File**

1. Location: The Administrator responsible for personnel is the official custodian of all personnel records.
2. Contents: Teacher files as used in this Article refers to the personnel file maintained in the Office of Human Resources.  
The personnel file shall not be treated by a teacher as a placement file or used to obtain employment in the District or elsewhere. The District reserves the right to file only those

## Article XVI: Sick Leave

items the Superintendent or his/her designee deems necessary for the administration and management of the District.

3. Review: A teacher will be provided, upon request, an opportunity to review and make copies of non-confidential personnel data concerning himself/herself. All such material will be kept in files located with the Superintendent of his/her designee.

A teacher will be entitled to have a representative of the Association accompany him/her during such review. Only those who have an official right and reason for so doing may inspect a teacher's file, and said file shall not be open to public inspection except upon specific consent by the teacher and the Association.

### **H. Response to Derogatory Materials**

No material derogatory to a teacher's conduct, service, character, or personality will be placed in his/her personnel file unless the teacher has had the opportunity to review the material. The teacher will acknowledge that (s)he has had the opportunity to review such material by affixing his/her signature to the copy to be file, with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material, and his/her answer shall be reviewed by the Superintendent and attached to the file copy.

### **I. Teacher Discipline**

No teacher will be disciplined or reprimanded without just cause.

### **J. Report of Special Achievement**

Administrators are hereby encouraged to place in the teacher's file information of a positive nature indicating special competencies, achievements, performances, or contributions of an academic or professional nature. Any such materials received from outside, competent, responsible sources shall be included in the teacher's file. The teacher will acknowledge that (s)he has had the opportunity to review such material by affixing his/her signature to the copy to be filed.

### **K. Statement of Purpose**

It is hereby agreed that the purpose of an evaluation procedure is continually to strengthen and improve the quality of education in the District.

## Article XVI: Sick Leave

### **A. Sick Leave**

1. Teachers will be entitled to fifteen (15) leave days each year for personal illness/family illness.
2. Unused personal illness/family illness leave days accumulate as personal illness days and will be carried into the next school year.
3. Personal illness days can accumulate without limitation.

## Article XVI: Sick Leave

4. By November 1, a written statement will be submitted to each teacher specifying the number of personal illness/family illness days the teacher has accumulated.
5. At the request of the Superintendent, teachers will submit medical certification for absence due to illness.
6. A teacher who bears a child can use up to thirty (30) accumulated personal illness/family illness days for the birth of a child for pregnancy related disability. Additional leave time will be unpaid unless a medical doctor familiar with the case indicates that the teacher has a continuing disability and is unable to work.
7. A teacher who adopts a child and is the primary care giver may use up to 30 accumulated personal illness/family illness days.
8. A teacher may use accumulated personal illness days if his/her bedside attendance is required because a spouse, child, parent, or sibling of the teacher or teacher's spouse has an imminently life threatening illness as documented by the attending physician. If a teachers' spouse, domestic partner, child, parent or sibling of the teacher or teacher's spouse dies, Article XVI(A)(1) applies.
9. When a teacher is sent home by the District Superintendent due to a health hazard, the teacher will receive full salary with no loss of sick leave.

### **B. Accumulated Sick Leave Statement**

By November 1 of each school year, the Superintendent shall cause a written statement, in substantially the same form as presently in use, to be submitted to each teacher specifying the number of days of sick leave used during the previous school year and the number of accumulated days of sick leave accruing to the credit of such teacher as of the last day of school of the previous school year.

### **C. Teachers' Sick Bank**

1. Upon appointment by the Board to a permanent position or a term substitute position of one (1) full semester or more, teachers shall be required to join the Sick Leave Bank.
2. A joint committee consisting of up to two (2) representatives of the Association and two (2) representatives of the District will administer the bank according to the criteria mutually agreed on and stated herein.
3. Teachers will contribute one sick day at the time they join the bank.
4. The minimum number of days in the sick bank shall be 300. When that number is reached, each participating teacher will be assessed an additional ½ sick day, and the Association will be notified. Additionally, teachers may donate up to 15 of their accumulated leave days to the bank at the time of their retirement. The maximum number of days in the bank will not exceed two times the number of participating teachers.

## Article XVII: Temporary Leaves of Absence

5. Use of sick bank days will not begin until the teacher's accumulated personal sick days are exhausted. Any teacher who has joined the bank may apply for sick bank days when it becomes apparent (s)he will exhaust his/her personal leave days, including accumulated sick days. (S)he will be required to supply adequate medical evidence that (s)he is unable to perform his/her duties. This medical evidence will be a statement from his/her physician or health care professional explaining why the teacher cannot perform his/her professional responsibilities. The Sick Bank Committee shall hold the information provided by the physician in confidence. During the first two (2) years of membership in the Sick Leave Bank, or while employed as a Board of Education appointed term substitute of one (1) full semester or more, members of the Sick Leave Bank will be eligible for an award of ten (10) days per year from the Sick Leave Bank.
6. After thirty (30) school days of absence, a teacher requiring additional days shall submit updated medical documentation. The use of sick bank days will either be reapproved or discontinued and the teacher notified of the decision.
7. In a ten (10) year period a teacher may not use more than the equivalent of 1 school year (184 days in 2012-2013 and 2013-2014 and 187 days in 2014-2015). However, if a permanent disability is diagnosed, the use of sick bank days will end when disability retirement, retirement, or resignation from the district commences.
8. The District and the Association will work in cooperation to encourage bargaining unit members to participate in wellness activities.

## Article XVII: Temporary Leaves of Absence

### A. Short Term Absences

1. Personal Days
2. Teachers will be entitled to three (3) days personal leave with pay per year for the conduct of personal matters which cannot be conducted at a time when school is not in session.
  - (a) Requests for three consecutive personal days or personal days used immediately prior to or immediately following a school holiday or vacation must be made in writing to the Superintendent or his/her designee at least seven working days before the date requested and must specify the reason for the requested leave. This requirement may be waived by the Superintendent or his/her designee in the case of an emergency.
  - (b) Unused personal days will accumulate without limitation and be added as sick days to a teacher's personal illness days.
3. Visitation Days  
Two days for the purpose of observing other school programs.
4. Association Conferences and Conventions  
Time necessary for Association representatives to attend conferences and conventions of its affiliates.



## Article XVIII: Extended Leaves of Absence

### 5. Legal Proceedings

Time necessary for appearances in any legal proceeding connected with the teacher's employment or in any other legal proceeding if the teacher is required by law to attend.

### 6. Military Leave

Military leave to any teacher as provided by the military law. (All benefits shall accrue to anyone on military leave with the exception of automatic tenure appointments.)

### **B. Conditions for Leaves Under this Section**

1. Leaves will be in addition to sick leave and will not be deducted from the sick leave.
2. A teacher will not be required to arrange for or pay his/her own substitutes.
3. A teacher shall give the Superintendent or his/her designees notice in writing as soon as the teacher knows that a need for the leave exists.
4. A teacher absent for a reasonable cause not herein provided for, or beyond the time limit set forth in the above Articles, will receive salary minus the amount paid to a substitute teacher.
5. A teacher absent from duty without reasonable cause and/or sufficient notice to the Superintendent will forfeit a full day's salary and may be subject to other disciplinary action.

Before forfeiture occurs, the bargaining unit member will be provided the opportunity to present documentation and/or an explanation of the absence or lack of sufficient notice.

The District will consider this documentation and/or explanation in making a determination of consequences for the absence or lack of sufficient notice.

## Article XVIII: Extended Leaves of Absence

The parties recognize that leaves of absence extending beyond one school year, although occasionally unavoidable, impose severe staffing difficulties on the schools. It is therefore agreed that unpaid leaves shall not be granted for longer than one year except in unusual circumstances, when required by law, or when mutually agreed upon between the parties.

### **A. Leaves of Absence for Professional Association Officers**

The Board agrees that one teacher designated by the Association will, upon request, be granted a leave of absence for up to three years without pay for the purpose of serving in an elective office in the local, State, or National Association.

### **B. Teaching Load of Association Officers**

By June 15 of the school year, the Association will notify the Superintendent of the name of its President, the Chair of its Professional Practices, Rights, and Responsibilities Committee, and the Chair of its Negotiating Committee for the following school year. In preparing teaching schedules for such following school year, consideration shall be given for free time for such representatives of the Association during the work day to carry on Association business.

## Article XVIII: Extended Leaves of Absence

The President of the Association shall be granted a reduction of teaching load the equivalent of one (1) full-time teaching position immediately upon assuming office.

### **C. Peace Corps, Exchange Teacher, and Similar Leaves**

A leave of absence without pay of up to two years will be granted to any teacher who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher, and is a full-time participant in such programs. Upon return from such leave, a teacher will be considered as if (s)he were actively employed by the Board during the leave and will be placed on the salary schedule level (s)he would have achieved if (s)he had not been absent.

### **D. Military Leave**

Military leave will be granted to any teacher who is inducted into or enlists in any branch of the armed forces of the United States. Upon return from such leave, a teacher will be placed on the salary schedule at the level which (s)he would have achieved had (s)he remained actively employed in the system during the period of his/her absence up to a maximum of four years.

### **E. Child Bearing/Rearing Leave**

Teachers will be granted such unpaid leave, not to exceed two years, upon written application to the Superintendent. Such leaves may commence any time before or after the birth of a child. Paid sick leave for illness or disability related to pregnancy may not be taken during the period of such unpaid child bearing/rearing leave. For non-tenured teachers, such leave shall be an interruption of the probationary period and not in lieu of service in meeting the requirements for serving a probationary period. A teacher will not accumulate additional leave days during such leave. However, upon return from such leave, prior accumulated leave days will be restored and the teacher will be placed on the salary schedule (s)he would have achieved in the year immediately following the commencement of the leaves of absence.

### **F. Personal Leave Without Pay**

A leave of absence without pay or increment may be granted to tenured teachers at the discretion of the Board in cases of special need.

### **G. Public Office Leave of Absence**

The Board will grant a leave of absence without pay or increment to any teacher to campaign for or serve in public office.

### **H. Resumption of Benefits After Leave**

All benefits to which a teacher was entitled at the time a leave of absence commenced, including unused accumulated sick leave and credit towards sabbatical leave eligibility, will be restored upon return, and (s)he will be assigned to a position in the District within the same tenure area.

### **I. Notification of Intent to Return or Request for Extension of Leave**

When a leave is granted, the teacher will be informed by the District that notification of intent to return from leave or request to extend leave shall be due in writing by November 1 for first semester leaves or April 1 for second semester leaves. If such notification is not received by the District by these dates, it shall be deemed a resignation effective at the end of the leave term.

# Article XIX: Sabbatical Leaves

## Article XIX: Sabbatical Leaves

### A. Eligibility and Purposes

Each year of the contract the Superintendent will budget an amount equal to 4.0 FTE of the average teacher's salary for the purpose of funding sabbatical leaves equal in cost to 4.0 FTE of the average teacher salary.

### B. Frequency of Sabbatical Leaves

Upon recommendation and approval of the Superintendent of Schools, sabbatical leaves may be granted to teachers who have served at least seven (7) full years in the school system.

Sabbatical leaves may be for a full year leave at one-half pay, or a one-half year at full pay.

### C. Sabbatical Leaves

Sabbatical leaves are intended to afford professional employees an opportunity to improve their ability to render educational service and to contribute in a specific fashion to students, the District staff and/or programs.

The leaves may be for the purpose of (1) formal study, or (2) independent study (involving specific research and/or writing).

1. Formal Study involves: A program of study at an institution of higher learning, including a foreign university, which will result in both personal growth and specific contribution to the District staff and/or programs.
2. Independent Study (Research and/or Writing) involves: A program of independent study which promises professional values equivalent to that derived from formal study. Planned educational travel may be considered as independent study if it results in significant contribution to professional growth by exposing the participant to new people, cultures, environments, and experiences. Such independent study will require research and/or writing which will result in both personal growth and specific contribution to the District staff and/or programs.

### D. Application

Applications for sabbatical leave will be submitted to the Superintendent and a copy of same shall be forwarded to the Association, department chair/leader, and building Principal by October 31<sup>st</sup> of the year prior to the school year in which the sabbatical leave is desired. The Superintendent shall forward the applications to the Sabbatical Leave Committee for consideration.

Teachers who are awarded sabbatical leave and cannot complete them as planned, shall so notify the District by April 1. Failure to do so shall result in forfeiture of all rights to apply for or receive any further sabbatical leaves during his/her employment with the District. Teachers who accept status as alternates for sabbatical leaves should do so only if they will still be able to pursue their sabbatical if notification is made as late as April 2.

## Article XIX: Sabbatical Leaves

### **E. Interview**

A Committee of five (5) administrators and six (6) teachers will review each sabbatical proposal and recommend to the Superintendent for Board of Education approval those proposals that have the greatest potential for improving student performance. Each year the maximum number of sabbatical proposals recommended to the Board of Education may not exceed the equivalent of 4.0 FTE. Notification of the disposition of the request will be given within three (3) days after the February Board of Education meeting.

### **F. Sabbatical Salary**

Sabbatical leaves granted to individuals for one year shall be at one-half of the salary the teacher would have received during the period of such leave, and for one-half of a year at the full salary the teacher would have received. Teacher shall be given credit toward salary increment while on sabbatical.

### **G. Disability on Sabbatical**

If a teacher who is unable to complete a sabbatical because of illness or other legitimate reason beyond his/her control (s)he shall fulfill the sabbatical purpose if possible after (s)he returns to health. In the event that the sabbatical cannot be continued after the removal of such disability, the teacher shall be available for appropriate professional assignment by the Superintendent for the duration of said sabbatical at full salary.

### **H. Status While on Sabbatical Leave and Upon Return**

The staff member while on sabbatical leave retains status as an employee of the Board of Education, receives salary increases as per the Agreement, experiences the salary deductions for social security, income taxes, and health and dental insurance (if any), and is credited with pension contributions (on the basis of the salary received) by the Board of Education as are full-time professional employees.

At the conclusion of a sabbatical leave, the employee shall be restored to his/her position or to a position of like nature and status. (S)he shall be entitled to any and all salary increases as per the Agreement, including career level increments when earned and requested.

### **I. Final Report**

Upon the completion of the sabbatical leave, a final report shall be filed with the Sabbatical Committee.

Such report must present adequate documentation that the aims and objectives of the leave as outlined in the application have been satisfactorily completed, including a description of plans for implementing the contribution of such study to District staff and/or programs.

The report will be reviewed and determined satisfactory by the Sabbatical Committee. Failure to satisfactorily complete such report (or to fulfill the planned sabbatical experience) will result in forfeiture of net sabbatical award to the District.

If such forfeiture is demanded, the teacher may request and will receive a hearing before the Committee.

# Article XIX: Sabbatical Leaves

## Application For Sabbatical Leave

TO: Superintendent of Schools, Ithaca City School District

FROM:

\_\_\_\_\_

Name

\_\_\_\_\_

Home Address

\_\_\_\_\_

School

\_\_\_\_\_

Home Telephone

\_\_\_\_\_

Grade or Department

\_\_\_\_\_

Email Address

As outlined in Article XIX of the Agreement between the Ithaca Teachers Association and the Superintendent of Schools of the Ithaca City School District, I hereby request a sabbatical leave for the period from \_\_\_\_\_ to \_\_\_\_\_.

I understand that, as part of the conditions of this request, I will be involved in study or activity which will result in my professional growth as well as contribute in specific fashion to District staff and/or programs.

In compliance with this purpose, I will present a final report outlining the details of my experience, the specific contribution to the District, and the means to insure the District receives such contribution.

I understand that if I fail to comply with these conditions, I will forfeit the net sabbatical salary in full.

\_\_\_\_\_  
Signature

If you have applied for a full year sabbatical at one-half pay and it is unavailable, would you consider a half-year sabbatical at full pay?

Dates of initial employment in the District \_\_\_\_\_

Has your employment been continuous?     Yes                       No

If not, please indicate dates and reasons for interruption of employment.

\_\_\_\_\_  
\_\_\_\_\_

Have you previously had a sabbatical leave from the Ithaca City School District?

Yes                       No

If "yes", when (dates)? \_\_\_\_\_

## Article XIX: Sabbatical Leaves

### **Sabbatical Leave (Formal Study)**

1. Name of College or University.
2. Description of proposed program of study.
3. Specific contribution to the District.
4. Process of insuring District receipt of such contribution.

### **Sabbatical Leave (Independent Study)**

1. Method of procedures for study.
2. Proposed program of study.
3. Specific contribution to the District.
4. Process of insuring District receipt of such contribution.

## Article XX: Non-Teaching Duties

### Article XX: Non-Teaching Duties

#### A. Non-Professional Duties to be Minimized

1. The District will make an effort to minimize and eliminate the following non-professional duties as practicable and the Association will assist in supporting their effort:
  - (a) Distribution of milk or other food and supervision of playgrounds, cafeterias, corridors, sidewalks and buses.
  - (b) Collecting money from students for any purpose.
  - (c) Inventorying and storing books, delivering books to classrooms, duplicating instructional and other materials, recording statistical information, transferring marks to report cards, and other similar clerical functions.
2. Elementary teachers who agree to perform playground and/or cafeteria duty will be paid at an hourly rate agreed upon by the staff and the Principal based on a joint decision to use paid volunteers and considering the resources available to pay for this service.
3. If it is necessary, elementary teachers may be assigned on an equitable basis in each building no more than one-half (1/2) hour per week for either playground or cafeteria supervision. Such scheduling will be mutually agreed upon by the teachers and building administrator and will be paid as above.
4. Aides may be hired to assume playground and/or cafeteria supervision.

#### B. Transportation of Students

Teachers will not be requested or required to drive any vehicle carrying pupils to activities which take place away from school buildings, except in an emergency. Teachers may volunteer to drive a District-owned vehicle requiring a regular operator's license.

## Article XXI: Specialists and Special Programs Special Resources

#### A. Development and Implementation

The Principal and the staff shall be responsible for establishing special area programs within their school in cooperation with the appropriate supervisory personnel. A basic core of certified teachers shall be used wherever possible and they will be responsible for their particular program. Auxiliary personnel may be used to augment and enrich such programs. Within the confines of each school's program, the supervisory person shall develop, set standards for, and evaluate the overall K-12 special area programs in the District. The specialist shall serve the student, the classroom teacher, and the school and is responsible to the Principal and the supervisor. The classroom teacher and specialist will work together to integrate the special areas with the academic subjects. Supervisory personnel, Principals and staff shall cooperate fully in the implementation of these special area programs.

## Article XXII: Auxiliary Personnel and Part-Time Teachers

### **B. Goals**

In the interest of establishing quality programs in the several special areas, the following goals are mutually agreed upon:

1. The minimum number of special area personnel shall be determined on an equitable basis by the Principal in cooperation with specialist personnel and staff.
2. Wherever possible, certified personnel shall be utilized and persons willing and able to teach in multiple areas will be sought.
3. Specialists shall be hired by the mutual consent of the Personnel Administrator, Principal or Principals, and staff involved, and the appropriate supervisory person. The assignment of specialists shall be reviewed each year.
4. State recommendations for special area programs shall be met as quickly as possible, limited only by the financial resources of the District.

## **Article XXII: Auxiliary Personnel and Part-Time Teachers**

### **A. Use of Auxiliary Personnel**

The selection, placement, and evaluation of auxiliary personnel shall be the responsibility of the department or building immediately involved.

The functions of auxiliary personnel shall be determined by teachers, department chairs, department leaders, supervisors, Principals and coordinators of auxiliary personnel working together.

### **B. Part-Time Teachers**

For each consecutive year of teaching, a part-time teacher will receive full-time service credit on a prorated basis for the purpose of this section. When a part-time teacher and another part-time or full-time probationary teacher are considered for the same full-time position, the teacher with the greater accumulated equivalent full-time service will have priority.

### **C. Salary of Part-Time Teachers**

1. A part-time elementary teacher will receive .1 salary for each half-day of instruction per week.
2. At the secondary level, a part-time teacher will receive a salary according to the following formula:
  - (a) 0.05 salary for a homeroom assignment
  - (b) 0.15 for each teaching period
  - (c) 0.1 salary for each period of non-classroom duty
  - (d) 0.05 for preparation time if teaching 3 or fewer classes
  - (e) 0.1 salary for preparation time if teaching 4 or more classes



## Article XXIII: Substitute Teachers

### Article XXIII: Substitute Teachers

#### A. Responsibilities of the Teacher

1. The teacher will notify the District's Subfinder Service or other service in use as soon as he/she is aware of the need for a substitute.
2. Should the Subfinder Service be unavailable the teacher will notify his/her designated building contact of the need for a substitute.
3. The teacher will provide lesson plans for the substitute's use in the event of an absence.

#### B. Responsibilities of the District

1. The District will provide a substitute or other coverage for all classroom and special area teachers.
2. In the case of an extended absence (2 weeks or more) of a school counselor, psychologist, social worker or occupational therapist, the District will make every reasonable effort to provide a substitute to complete the necessary duties of the job.

#### C. Notice of Long Term Substitutes

The Association shall be promptly notified, including an explanation of the circumstances, by the Superintendent of any non-certificated substitute teacher who teachers more than 40 days in any school year. Ordinarily, the substitute teacher in question shall not be hired anywhere in the District beyond the limit of 40 days in a school year, and each Principal shall be notified of each non-certificated teacher reaching said limit.

#### D. Bargaining Unit Member Per Diem Substitute Coverage

The District shall hire substitutes or provide other coverage for all teachers who are absent from school, except in situations where this is impossible.

Teachers may be asked to cover other teachers' classes in an emergency situation. (Example: if a teacher goes home sick, his/her class may be supervised by teachers for the remainder for he day or until a substitute can be called.) This will occur in the following manner:

1. At the time when the principal of the building is notified there will not be substitutes available to cover for absent teacher(s), the principal shall inform the ITA Office of the situation.
2. The appropriate District Central Administrator shall notify the President of the ITA upon notification from BOCES that sufficient substitute service is not available to the District to replace absent teacher(s) that day.
3. Education Support Professionals may, if requested, substitute for an absent teacher and will be remunerated in accordance with their contract.
4. When there are insufficient Educational Support Professional for coverage, non-classroom teacher(s) may, if requested be assigned to cover for absent teacher(s); if there is still insufficient coverage after assigning non-classroom teachers, classroom teachers

## **Article XXIV: Insurance, Credit Union/Bank, Annuities, Income Protection Plan, Tuition Waivers**

may, if requested be assigned to cover for the absent teacher(s) by asking the teacher(s) to cover during their duty free lunch or preparation periods. The teacher shall be remunerated for the loss of his/her duty free lunch and/or prep at a rate of an additional \$30.00 per period.

5. A teacher or his/her co-teacher serving students through a required “Individual Education Plan,” will not be utilized to cover for absent teachers, other than for each other, except in emergency situations.

### **E. Experimental Use of Substitute Monies**

With the approval of the department and Principal, the District will use some of the monies normally budgeted for substitutes to hire a number of auxiliary personnel who will provide relief of our regular professional staff so that the department or school can assume the responsibility when the teacher is absent.

Sufficient funds should remain in this budget so that any absence of over five (5) consecutive days shall be filled with a regular substitute teacher.

## **Article XXIV: Insurance, Credit Union/Bank, Annuities, Income Protection Plan, Tuition Waivers**

The Board of Education shall provide the following insurance or at least its equivalent for each eligible teacher, the costs thereof to be borne as hereinafter set forth:

### **A. Employees’ Health Insurance Program**

The Board of Education will provide family coverage and/or individual coverage as selected by each teacher under the Central New York Regionwide Plan (Blue Cross/Blue Shield/Major Medical) presently in effect. This plan will provide coverage at least equivalent to the Statewide Plan in effect in the 1981 calendar year. Effective July 1, 2006, the Board will pay 78% and the individual teacher will pay 22% of the total premium cost.

Each teacher who participates in the District’s health insurance program will pay \$5 for generic prescription drugs and \$10 for brand name prescription drugs. Major Medical coverage will include an annual deductible of \$100 per person with an aggregate annual family coverage maximum deductible of \$300 with no individual contributing more than \$100 toward the annual aggregate family maximum. For each covered person, the annual maximum Major Medical out-of-pocket cost, after the deductible will be \$750. Once the Major Medical out-of-pocket maximum has been reached, there will be no Major Medical co-pay for that individual. The Major Medical deductible and out-of-pocket maximums are based on covered health plan expenses the amounts of which are the usual, customary, and reasonable amount, or actual expenses, whichever is less. Further details of the health plan are as described in the Group Health Plan booklet.

The foregoing coverage will be provided for by the Board irrespective of any other medical insurance carried by the individual or the spouse or domestic partner of the individual.

## Article XXIV: Insurance, Credit Union/Bank, Annuities, Income Protection Plan, Tuition Waivers

The District shall have the prerogative to seek other group health insurance coverage. It is hereby agreed that premium cost quotes on such other coverage shall be based on a health insurance plan with benefits at least equivalent to the Statewide Plan in effect in the 1981 calendar year.

A joint Administrative-ITA Committee may be established to investigate possible upgrading or changes in health insurance coverage.

### **B. Employees' Dental Care Program**

The Board of Education will provide 100% of individual coverage, Option A, Supplemental, Blue Shield Dental Care Program. Any additional coverage desired by the individual will be paid by use of a payroll deduction plan. A married or domestic partner couple may apply one individual coverage paid by the District toward paying the premium for family coverage.

### **C. Retirees**

1. For teachers who received a probationary appointment on or after July 1, 2003 ("post-July 1, 2003 teachers"), the following terms shall govern their eligibility for, and participation in, the District's health insurance plan in retirement:
  - (a) Years of Service. Upon retirement after twenty (20) years of service in the District, post-July 1, 2003 teachers will be eligible to continue participation in the District's health insurance plan.
  - (b) Premium Co-Payment. In retirement, post-July 1, 2003 teachers shall continue to pay that percentage share of the premium for the District group health coverage that was in effect for them at the end of their active employment with the District. Further, upon reaching Medicare eligibility, post-July 1, 2003 teachers must enroll in Medicare Part B and pay the full premium cost of the Medicare Part B premiums, at which time their premium contribution toward the District group health coverage shall be reduced to 50% of the premium percentage share that was in effect for them at the end of their active employment.
2. For teachers who received a probationary appointment before July 1, 2003 ("pre-July 1, 2003 teachers"), the following terms shall govern their eligibility for and participation in the District's health insurance plan in retirement:
  - (a) Years of Service. Upon retirement after ten (10) years of service in the District, pre-July 1, 2003 teachers will be eligible to continue participation in the District's health insurance plan.
  - (b) Premium Co-Payment. (i) In retirement, pre-July 1, 2003 teachers who retire before July 1, 2006, shall: continue to pay that percentage share of the premium for the District group health coverage that was in effect for them at the end of their active employment with the District; and upon reaching Medicare eligibility, enroll in Medicare Part B and pay the full cost of Medicare Part B premiums, at which time the District will begin to pay 100% of the group health premium; (ii) In retirement, pre-July 1, 2003 teachers who retire on or after July 1, 2006, shall: continue to pay that percentage share of the premium for the District group health coverage that was in effect for them at the end of their active employment with

the District; and upon reaching Medicare eligibility, enroll in Medicare Part B and pay the full premium cost of the Medicare Part B premiums, at which time their premium contribution toward the District group health coverage shall be reduced to 50% of the premium percentage share that was in effect for them at the end of their active employment.

#### **D. Credit Union/Bank**

Arrangement for payroll deduction from the wages of each teacher requesting same for deposit to any bank in the continental United States will be provided.

#### **E. Tax-Sheltered Annuity Program**

The existing arrangements for payroll deduction from the wages of each teacher for tax-sheltered annuities will be continued.

#### **F. Employees' Income Protection and Other Insurance Plans**

##### **1. Income Protection and Other Insurance Plans**

Payroll deductions will be made from the wages of each bargaining unit member electing to participate in an income protection, or other, insurance plan.

##### **2. NYSUT/NEA Plan**

One such plan that is available to bargaining unit members is the NYSUT/NEA member Benefit Trust Plan ("NYSUT/NEA Plan"). If a bargaining unit member elects to participate in the NYSUT/NEA Plan, such deductions will be transmitted to the NYSUT/NEA Plan and the member assumes all risk and responsibility for their participation in the NYSUT/NEA Plan.

The District shall check-off and remit payments to the NYSUT/NEA Plan upon submission of a signed authorization to the Payroll Office. A bargaining unit member may terminate the authorization for such deduction by providing written notice of revocation to the District, and the revocation will be effective 30 calendar days after its submission to the District's Business office. The District shall remit to the NYSUT/NEA Plan the payments deducted and shall furnish the NYSUT/NEA Plan with a list of all employees from whose salaries such deductions have been made.

It is specifically agreed that the District assumes no obligation, financial or otherwise, arising out of its compliance with the terms of this section. Further, the Union agrees that it shall defend and indemnify the District and hold the District and its agents, representatives, Board members, and employees harmless from and against any and all suits, claims, demands, proceedings, and liabilities of any kind that may arise out of, or are in any way related to, the deduction and transmission of monies as provided for in this Section F or other District compliance with this Section F.

#### **G. Tuition Waivers**

There will be twenty (20) tuition-free student slots available for the children of District teachers, providing they do not displace any Ithaca City School District resident students. Open enrollment procedures will be in effect. The selection of the students shall be determined by the Association through a process developed by the Association.

## Article XXV: Personal Injury Benefits

### Article XXV: Personal Injury Benefits

#### A. Absence Due to Injury on the Job

Whenever a teacher is absent from school as a result of a personal injury caused by an accident or an assault occurring in the course of her/his employment, (s)he will be paid full salary (less the amount of any Workers' Compensation) for a period of three (3) years. If the absence continues beyond three (3) years the teacher will continue to receive full salary; however, (s)he will be charged sick leave time for the difference between Workers' Compensation and her/his full salary.

#### B. Reimbursement for Property Damage

The District will reimburse teachers for any clothing or other personal property damaged or destroyed in the course of their employment by assault or accident.

### Article XXVI: Faculty Salaries

#### A. Teacher Salaries

Distribution of such monies shall be jointly determined by the parties.

1. Base Salary: Each teacher's base salary is determined by subtracting from her/his total salary the amount(s) paid for the following:
  - (a) coaches salaries
  - (b) extracurricular pay
  - (c) leadership differential
2. Minimum Base Salary: Newly employed teachers without previous teaching or related work experience will be employed at an annual base salary of:

\$36,268 for the 2011-2012 school year  
\$36,994 for the 2012-2013 school year  
\$37,734 for the 2013-2014 school year  
\$38,489 for the 2014-2015 school year

Salaries of newly hired teachers will be in accordance with the mutually agreed upon Entry Level Salary Schedule in Appendix F. It is the intent of the schedule that no newly hired teacher will receive a salary greater than the highest salary paid by the District to a currently employed teacher with the same experience and training.

3. Salary increases:
  - a. The parties agree that each returning teacher's salary will be increased by 2% for the 2012-2013 school year. The parties agree that each returning teacher's salary will be increased by 2% for the 2013-2014 school year. The parties agree that each returning teacher's salary will be increased 2% for the 2014-2015 school year. It is agreed that the negotiated percentage increase to base salaries will also be applied to the dollar amounts specified in Articles XXVI(A)(5) Leadership Differential (i.e., Department Chairs, Curriculum Heads, Department Leaders, and Coordinators/Directors), Article XXVI(A)(6) Curriculum Development, Article

## Article XXVI: Faculty Salaries

XXVI(G)(4) Coaches Salary Schedule, and Article XXVI(H) Extracurricular Activities.

- b. The parties agree that each returning teacher shall receive an additional 2% salary increase for the 2012-2013 school year in exchange for the addition of a one hour PLC meeting to be held on the Wednesdays without faculty meetings. This means that every Wednesday shall have a meeting of one hour in length after the students are dismissed.
  - c. The parties agree that each returning teacher shall receive an additional 2% salary increase for the 2013-2014 school year in exchange for the addition of a half hour of PLC and faculty meetings on each Wednesday. This means that the Wednesday PLC or faculty meetings shall be no more than one and a half hours in length.
  - d. The parties agree that each returning teacher shall receive an additional 2% salary increase for the 2014-2015 school year in exchange for the addition of three workdays to be placed as follows:
    - i. The District, in collaboration with the Ithaca Teachers Association, will schedule two additional days between Labor Day and May 15<sup>th</sup>. Such days may be used for student contact, professional development, or PLC work at the district's discretion.
    - ii. One additional day worked at the member's discretion for the purpose of PLC or professional development. This "Professional Day" may be completed any time between July 1 and June 30 and may be used for planning, professional development, or any aspects of research/preparation that pertains to student growth and achievement.
4. Pro-rated Salary Increases (less than full-time): All teachers working other than full-time 10 months will receive appropriate pro rata salary increases based on a daily rate. The following schedule of days worked will be the basis of computing prorated payments:
- 10 months (184 days in 2012-2013 and 2013-2014 and 187 days in 2014-2015)  
= 100% of base year
  - 11 months (204 days in 2012-2013 and 2013-2014 and 207 days in 2014-2015)  
= 110% of base year
  - 12 months (224 days in 2012-2013 and 2013-2014 and 227 days in 2014-2015)  
= 120% of base year

## Article XXVI: Faculty Salaries

5. Leadership Differential: Teachers in the leadership categories will be paid as follows:

	2010-11	2011-12	2012-13	2013-14	2014-15
Department Chairs/ Department Leaders/ Curriculum Heads	\$1,976	\$2,016	\$2,056	\$2,097	\$2,139
Department Chairs 6-12	\$3,556	\$3,627	\$3,700	\$3,774	\$3,849
Coordinators/Directors	\$5,136	\$5,239	\$5,344	\$5,451	\$5,560

6. In-service/Workshop Instruction and Work Outside Regular School Hours: Teachers who are requested to work during the summer months or outside of regular school hours will be paid 1/200<sup>th</sup> of their annual salary for each day. Curriculum and other work organized and approved by the Administration which teachers perform on a voluntary basis will be paid on the following schedule:

	2010-11	2011-12	2012-13	2013-14	2014-15
Work Outside Regular School Hours		\$38.00	\$39.00	\$39.78	\$40.58
In-service/Workshop Instructors	\$87	\$89	\$91	\$93	\$95

In-service/Workshop Instructors will be paid for 1-1/3 times the clock (face) hours of the workshop.

If the amount of money appropriated for this purpose is exhausted, teachers may volunteer to work additional time but will not be required to do so. This additional work will receive one in-service credit for each day (six clock hours).

### **B. Retirement Incentive**

1. Retirement Incentive Amount: Upon retirement after twenty (20) years of service in the District, the teacher will receive the following: \$6,000 plus .33 of daily rate for unused sick leave, capped at a maximum payment of \$12,000.
2. Payment of Retirement Incentive and IRC Section 403(b) Plan: Subject to the other requirements and limitation of this Section B(2), the retirement incentive determined pursuant to Section B(1) above shall be contributed by the District, as a non-elective employer contribution, to a tax-sheltered annuity contract within the meaning of Internal Revenue Code Section 403(b). The contribution shall be remitted by the District in the October following the fiscal year in which the resignation became effective, provided that the affected individual has satisfied the requirements of this Section B(2).
  - (a) The District's obligation to make the contribution described in this Section B(2) shall be conditioned upon (i) the District's receipt of the retiring individual's written agreement to indemnify and hold the District harmless from any income tax, employment tax, or other tax liability or reporting obligation that may be imposed on the District as a result of making such contribution, (ii) the District's receipt of the retiring individual's written acknowledgement that the District assumes no responsibility and makes no representations or warranties regarding

## Article XXVI: Faculty Salaries

how the contribution will be treated for purposed of the New York State Teachers' Retirement System and the benefits that may be payable to the individual pursuant to the New Your State Teachers' Retirement System, and (iii) the District's receipt of the retiring individual's written affirmation that the contribution will not exceed any Internal Revenue Code limit applicable to the individual. To the extent the amount of the incentive payment exceeds the Internal Revenue Code limit applicable to contributions on behalf of the retiring individual, the District shall pay excess incentive amount directly to the individual by the October following the fiscal year in which the resignation became effective.

- (b) The District's obligation to make the contribution described above shall cease, and the entire retirement incentive described in Section B(1) shall be paid to the retiring individual in cash, if (i) the District's contribution ceases to be permitted by the New York State Retirement System, New York State law, New York State regulation, judicial decision, or any other decision, ruling or other action having the force and effect of law, or (ii) the favorable tax treatment currently extended to tax-sheltered annuity contracts pursuant to Internal Revenue Code Section 403(b) ceases, is diminished, or becomes conditioned on the District making similar contributions on behalf of a group of District employees that is broader than the group of District employees who are eligible for the retirement incentive described in this Section B.
- (c) The District shall have no obligation to pay or contribute the retirement incentive described in this Section B in installments over more than one taxable year.

### **C. Graduate Increments**

Any member of the professional staff whose salary is regulated by the teacher salary program may earn an additional salary increment of \$500 for each block of nine (9) graduate or in-service hours of professional preparation beyond the Bachelor's Degree approved by the Board of Education. Graduate hours are determined on the basis of semester hours. Quarter-hours or tri-semester hours will be prorated on the basis that each three (3) hours equals two (2) semester hours. These increments shall not exceed eighty-one semester hours or \$4,500.

Graduate hours must represent a planned program rather than a random sampling of courses. Therefore, it is recommended that each teacher plan his/her advanced work in conjunction with his/her course work so that it will lead to an appropriate advanced degree. The overall program should be designed to improve his/her effectiveness and efficiency as a member of our professional staff. While emphasis should be placed on courses in subject matter or in teaching methods, courses in curriculum, supervision and administration are acceptable toward graduate increments. Upon completion of a block of nine (9) semester hours, the teacher shall submit a letter of application to the Superintendent or her/his designee for a graduate increment and furnish evidence of satisfactory completion of the approved courses according to the following plan:

1. In order to be eligible for the \$500 adjustment the letter of application must be submitted on or before September 1, and the evidence before October 1, of each school year.



## Article XXVI: Faculty Salaries

- The teacher may still be eligible for a \$500 increment prorated on a 50% basis, if the application is submitted by February 1, and the evidence by March 1, of a given school year.

### D. In-Service Credits

- A teacher is eligible for in-service credit if:
  - The request for credit is approved prior to enrollment and/or participation in the activity.
  - The activity takes place outside normal working hours.
  - Fees and other expenses are paid by the teacher, not by the School District, except those activities conducted locally by and paid for by the School district, BOCES or the Cornell Committee.
  - Fulfilling the Requirement in Article XI, P. for other alternatives that have received prior written approval of the Superintendent or Designee will be eligible for in-service credits.
- In-service credit may be awarded for:
  - In-service presentations, workshops, seminars and demonstrations sponsored by the Ithaca City School District, T-S-T BOCES, or the New York State Education Department.
  - Lectures relating directly to the teacher's instructional area.
  - Workshops or seminars sponsored by educators' professional organizations.
  - Non-credit, undergraduate courses, or graduate courses at approved institutions of higher education.
- In-service records:
  - Training records will be maintained in the District Personnel Office.
  - Where required, teachers will be responsible for signing attendance sheets at each in-service activity session.
- Activity Requirements

<u>Activity Requirements</u>	<u>Approximate Clock Hours</u>	<u>In-Service Credit</u>
Completion of outside assignments	15	3/3*
Regular attendance active participation	10	2/3
Regular attendance and active participation	15	2/3
Outside assignments not required	10	1/3
Lectures when reports are submitted (see 2.b) 2 clock hours each cumulative	10	1/3
Special Activities- attendance and any expected participation (per clock hours, cumulative)	10	1/3

\*(Fifteen clock hours equals one graduate credit)

### E. Home Teaching

Home teaching will be paid for on the basis of .167 of 1/230<sup>th</sup> of an individual teacher's base salary per year.

### F. Salary Payment Options

- Twenty-two (22) installments to begin with payment at the end of the second week of the salary contract.

## Article XXVI: Faculty Salaries

2. Salary checks for all professional employees shall be available in the respective schools and shall not be retained in the Board of Education offices.
3. All 12-month professional employees shall receive their checks at the same time as the 10-month employees, with the exception of their summer checks.
4. Checks will be delivered to teachers in envelopes.
5. Direct deposit of checks may be requested.

### G. Coaches' Salary Schedule

All coaches will receive a salary in accordance with the salary plan set forth below:

1. Coaches will be assigned an index which shall be determined as follows: The sum of the total weeks without playoffs times the base. The terms are as follows:

BASE

- 1.2 = Head Coach, Trainer, Equipment Manager
- 1.0 = Varsity Assistant, Cheerleader, Junior Varsity
- 1.0 = Modified

TOTAL NUMBER OF WEEKS

- Season length – 1 week for each school week (3 events per week)
- 1 week for each vacation week (2 events per week)

EVENT – Practice or competition

2. The coach's salary is determined as follows: For coaches with five (5) or fewer credited years in the sport: the Index is converted to a decimal and multiplied by the appropriate step on the schedule.

For coaches with more than five (5) years credited in the sport: the Index is increased by adding 0.2 times the number of credited years in excess of five (5). The result is converted to a decimal and multiplied by the amount at Step 5 of the schedule.

EXAMPLE: A coach with seven (7) years of credited service and an Index of 11 from Part 1 of this section would have an Index of  $11 + (0.2 \text{ times } 2 \text{ years in excess of five})$  or 11.4. This is converted to the decimal  $11.4/100 = .114$

3. Prior service credit for previous coaching can be given to new coaches up to a maximum of Step 5.
4. The schedule is set forth below:

Step	2010-11	2011-12	2012-13	2013-14	2014-15
1	\$23,154	\$23,617	\$24,089	\$24,571	\$25,062
2	\$24,026	\$24,507	\$24,997	\$25,497	\$26,007
3	\$24,898	\$25,396	\$25,904	\$26,422	\$26,950
4	\$25,769	\$26,284	\$26,810	\$27,346	\$27,893
5	\$26,642	\$27,175	\$27,719	\$28,273	\$28,838

## Article XXVI: Faculty Salaries

5. The coaching bases are based on time and personnel.
6. One-half of the payment for each coach will be made in mid-season, and the other one-half will be made at the end of the season.
7. The District shall have an option to appoint a coach for a three (3) year period of time with an option to renew such appointment. Termination for cause may occur during this three (3) year period.

### H. Extracurricular Activities

#### 1. Position Stipends or Class Reductions

		2010-11	2011-12	2012-13	2013-14	2014-15
<b>Dramatics-LACS</b>	Director, LACS Middle School age play	\$2,226	\$2,271	\$2,316	\$2,362	\$2,409
	Director, LACS High School age play	\$2,226	\$2,271	\$2,316	\$2,362	\$2,409
<b>Dramatics-IHS</b>	Director-1free period during times plays are being performed. When not doing a play, the Director shall return to the classroom-for 2 plays divided equally.	\$5,441	\$5,550	\$5,661	\$5,774	\$5,889
<b>Dramatics-Middle Schools (each)</b>	Director-3plays divided equally	\$3,331	\$3,398	\$3,466	\$3,535	\$3,606
<b>Literary Magazine-IHS</b>	Advisor-1free period in place of a class	\$1,399	\$1,427	\$1,456	\$1,485	\$1,515
<b>Newspaper-LACS</b>	Advisor	\$711	\$725	\$740	\$755	\$770
<b>Newspaper-IHS</b>	Advisor-1free period in place of a class	\$1,399	\$1,427	\$1,456	\$1,485	\$1,515
<b>Newspaper-Middle Schools (each)</b>	Advisor-for a total of 3 divided equally	\$421	\$429	\$438	\$447	\$456
<b>School Store-IHS</b>	Advisor-1 free period in place of a class	\$831	\$848	\$865	\$882	\$900
<b>Yearbook-LACS</b>	Advisor-1.5* free periods in place of a class	\$840	\$857	\$874	\$891	\$909
<b>Yearbook-IHS</b>	Advisor-1.5* free periods in place of a class	\$1,792	\$1,828	\$1,865	\$1,902	\$1,940
<b>Yearbook-Middle Schools (each)</b>	Advisor	\$388	\$396	\$404	\$412	\$420

\* This means that one semester will have a single period of release while the other semester shall have two periods of release.

#### 2. Extracurricular Arts – coaching positions and stipends- hourly rate and allocations

##### a. Hourly Rates

2010-11	2011-12	2012-13	2013-14	2014-15
\$23.24	\$23.70	\$24.17	\$24.65	\$25.14

# Article XXVI: Faculty Salaries

b. Allocations (maximum hours)

Middle Schools	Max. Hours	High School	Max. Hours
1 Vocal	100	Vocal	150
1 Drama	100	Pit Band	150
1 Orchestra	100	Rehearsal Piano	150
1 Jazz Band	150	Jazz Band	150
1 Technology		Chamber Orchestra	100
Student Assoc. (housed at DeWitt)	400	Swing Choir	100
1 Science Olympiad (housed at Boynton)	200	Madrigal Choir	100
		Pep Band	150
		Marching Band	300
		Choreographer	100
		Technology	
		Student Assoc.	400
		Code Red Robotics	300

3. Physical Education Intramurals

	<u>Allocation (hours)</u>
High School	275
Middle Schools (2)	202 (each school)
Elementary Schools (8)	272 (each school)

4. Club Advisors (per club allocation)

	2010-11	2011-12	2012-13	2013-14	2014-15
LACS (7 clubs)	\$260	\$265	\$270	\$275	\$281
IHS (24 clubs)	\$260	\$265	\$270	\$275	\$281
Middle Schools (each/ 7 clubs)	\$260	\$265	\$270	\$275	\$281

5. Dance Chaperones (per dance allocation)

	2010-11	2011-12	2012-13	2013-14	2014-15
LACS (3 dances)	\$147	\$150	\$153	\$156	\$159
IHS (7 dances)	\$147	\$150	\$153	\$156	\$159
Middle Schools (each/ 3 dances)	\$98	\$100	\$102	\$104	\$106

6. Other

IHS Student Activities

7. Members who participate in Homework Club or Extended Day programs shall be compensated at a rate of \$30/hour.

## I. National Board Certification

The district will assist/support members in attaining National Board Certification. Each teacher who attains National Board Certification shall receive an annual stipend of \$2,500 per year for the duration of time they hold said certification.

# Article XXVII: Positions in Summer School

## Article XXVII: Positions in Summer School

### A. Applications and Hiring

1. Under normal circumstances all summer school positions will be advertised by March 1 of each year in the same manner as provided for vacancies, transfers, reassignments or promotions. Teachers interested in teaching summer school must respond by March 31. Forms for hiring professional personnel for summer school employment will be the same forms as used for the hiring, reassignment, promotion, and transfer of teachers as elsewhere in this Agreement provided.

A waiting list will be formed from those teachers who apply for summer school positions. Teachers will accumulate one additional year on the waiting list each time they apply for a position.

2. Summer school positions will be filled in accordance with the following priorities:
  - (a) bargaining unit members who were employed in the District's summer school program during the previous summer and who demonstrated satisfactory performance, or bargaining unit members who were on an approved one-year leave of absence from the summer school program and who previously demonstrated satisfactory performance;
  - (b) other bargaining unit members on the summer school program waiting list, according to seniority on that waiting list;
  - (c) other bargaining unit members, according to seniority within the bargaining unit;
  - (d) non-bargaining unit members.
3. Teachers who have applied for such positions will be notified of the action taken regarding their applications no later than May 1; and all other rules relating to the filling of regular positions by hiring, reassignment, transfer, or promotion shall apply with respect to summer school.

### B. Mutual Commitment for Summer School Term

Once a teacher is notified of summer school employment and has accepted such employment, (s)he shall be available for the period specified and shall be employed in an appropriate professional capacity for the full period and salary specified in the notice of hiring.

### C. Summer School Teachers

1. Summer school teaching and any day worked for which the teacher is not regularly assigned as a classroom teacher (i.e., registration, proctoring of exams) will be paid on the basis of .0035 of the salary (for summer school teachers will be .0075 of the minimum base teacher's salary Bachelors Degree – no experience) for three teaching periods per day for a maximum of 30 days. Any workday of less than normal (three class periods per day for a maximum of 90 minutes each) will be paid on a prorated basis. No summer school teacher will teach more than two ninety-minute class periods or the equivalent thereof if there is a District teacher on the waiting list in that particular discipline.
2. All teachers contracted for scheduled courses will be paid the contracted amount regardless of registration.

## Article XXVIII: Use of School Facilities

3. Teachers of summer school will be granted two days for the summer session for personal illness, death in the family, or serious illness or injury requiring bedside or household attention by the teacher, the teacher's spouse, domestic partner, child or other member of the teacher's, spouse's, or domestic partner's immediate family, irrespective of residence. Such days shall be cumulative up to five (5) days. The Superintendent may request verification of any illness.
4. Teachers with five (5) consecutive years of summer school experience may, with the approval of the Superintendent, be granted a one-summer leave of absence. Upon their return, such teachers will fill the same position in summer school as they had prior to the leave of absence if it is available.

### **D. Operation of Summer School by Ithaca City School District**

The provisions of this Article will prevail only in the event that the District decides to operate a summer school program under its authority. Article IV.G., Maintenance of Standards, shall apply neither to the decision to offer or not to offer a summer school program nor to the selection of courses to be offered.

## Article XXVIII: Use of School Facilities

### **A. Association's Use of Buildings**

The Association will have the right to use school buildings without cost at a reasonable time of any day or evening for its meetings and other business, provided that such use will not conflict with previously scheduled school events, and that the proper application for use of buildings for general meetings be timely filed. The Principal of the building in question will be notified in advance of the time and place of all such meetings. Such notice will be given not later than the close of school on the day of any such meeting.

### **B. Faculty Bulletin Boards for Association Use**

There will be faculty bulletin boards in each school building in the District for the exclusive use of the Association. The present number and location of said bulletin boards shall not be changed except by mutual consent. At least one faculty bulletin board will be installed in each new building at a location to be agreed upon by the parties hereto. No organization representing or purporting to represent employees in the employer-employee unit represented by the Association and its affiliates shall have the use of bulletin boards and/or the school internal communication facilities except the Association.

### **C. Association Use of School Mailboxes**

The District shall permit the Association access to employees' school mailboxes for the purpose of communicating Association business.

### **D. Association Office**

The District shall provide the Association, without cost to the Association, a furnished office at a location and of a description to be mutually agreed upon. The Association shall be allowed to install a telephone in such office at its own expense.

## Article XXIX: Grievance Procedure

### **E. Use of Equipment**

The Association will be allowed reasonable use of duplicating facilities. The Association will purchase supplies and operator time if necessary.

## **Article XXIX: Grievance Procedure**

### **Section I. Declaration of Purpose**

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and the professional staff is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of employees in the unit represented by the Association through procedures under which they may present grievances free from coercion, interference, restraint, discrimination, or reprisal and by which the Board and such aggrieved persons are afforded adequate opportunity to dispose of their differences without the necessity of time-consuming and costly proceedings before administrative agencies and/or the courts.

1.1 A Grievance is a claim by any person or group of persons in the negotiating unit based upon any event or condition adversely affecting their terms and conditions of employment and/or work related welfare, including an claimed violation of this agreement, policies, rules, bylaws, procedures, or practices of the Board of Education, or improper implementation of administrative regulations or improper application of State regulations. Claimed violations of law will go directly to arbitration.

1.2 The term “Supervisor” shall mean any Principal, Associate Principal, immediate supervisor, or other administrative or supervisory officer, who is not a member of the Association, responsible for the area in which an alleged grievance arises except for the Chief Executive Officer.

1.3 The “Chief Executive Officer” is the Superintendent of Schools.

1.4 “Association” shall mean the Ithaca Teachers Association, exclusive representative of the negotiating unit.

1.5 “Aggrieved Party” shall mean any person or group of persons in the negotiating unit filing a grievance.

1.6 “Professional Practices, Rights and Responsibilities (PPR&R) Committee” is the committee created and constituted by the Association and its members in the enforcement of this Agreement and the assertion of their professional rights.

1.7 “Party in Interest” shall mean the PPR&R Committee of the Association and any party named in a grievance who is not the aggrieved party.

1.8 “Hearing Officer” shall mean any individual charged with the duty of rendering decisions at any stage of grievances hereunder.

# Article XXIX: Grievance Procedure

## Section II. Procedures

2.1 All grievances shall include the name and position of the aggrieved party, the identity of the provision of law, this Agreement, policies, etc., involved in said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

2.2 Except for informal decisions at Stage 1 (a), all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions, and supporting reasons. Each decision shall be promptly transmitted to the teacher and the Association.

2.3 If a grievance affects a group of persons and appears to be associated with the system-wide policies, it may be submitted by the Association directly to the Chief Executive Officer at Stage 3 described below.

2.4 The preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of employment. All reasonable effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.

2.5 The Board of Education and the Association agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications, and records concerning the alleged grievance.

2.6 Except as otherwise provided in Section IV, paragraphs 4.1(a) and 4.1(b), an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses on his/her own behalf, and to be furnished with a copy of any minutes of the proceedings made at each stage of this grievance procedure.

2.7 No interference, coercion, restraint, discrimination, or reprisal of any kind at any time will be taken by the Board or by any member of the administration against the aggrieved party, and party in interest, any representative, any member of the PPR&R Committee or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.

2.8 Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be jointly developed by the Board and the Association. The Chief Executive Officer shall then have them printed and distributed so as to facilitate operation of the grievance procedure.

2.9 Nothing contained herein will be construed as limiting the right of the aggrieved to discuss the matter informally with the appropriate member of the administration and having the grievance informally adjusted without intervention of the PPR&R Committee provided the adjustment is not inconsistent with the terms of this Agreement and the PPR&R Committee has been given an opportunity to be present at such adjustment and to state its view on the grievance. In the event that any grievance is adjusted without formal determination, pursuant to this



## Article XXIX: Grievance Procedure

procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties in this Agreement in future proceedings.

2.10 If any provision of this grievance procedure or any application thereof to any person or group of persons in the negotiating unit shall be finally determined by any court to be 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 will continue in full force and effect.

2.11 The Chief Executive Officer shall be responsible for accumulating and maintaining an Official Grievance Record to be filed separately from the personnel files of the participants which shall consist of the written grievances, all exhibits, transcripts, communication, minutes, and/or notes of testimony, as the case may be, written arguments and briefs considered at all levels other than Stage 1(a), and all written decisions at all stages. Official minutes will be kept at Board expense of all proceedings in Stages 2,3, and 4. A copy of such minutes will be made available to the aggrieved party and the PPR&R Committee within two (2) days after the conclusion of hearings at Stages 2,3, and 4, and the appropriate Hearing Officer will be advised of any errors in said minutes. Any such claim of error in the minutes shall become a part of the Official Grievance Record and the Hearing Officer shall indicate the determination made respecting such claimed error. The Official Grievance Record shall be available for inspection and/or copying by the aggrieved party, the PPR&R Committee, and the Board, but shall not be deemed a public record.

2.12 The existence of the procedure hereby established shall not be deemed to required the aggrieved to pursue the remedies here provided and shall not, in any manner, impair or limit the right of the aggrieved to pursue any other remedies available in any other form at any stage of the procedure.

### **Section III. Time Limits**

3.1 Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.

3.2 No written grievance will be entertained as described below, and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within sixty (60) school days after the aggrieved knew or should have known of the act or condition on which the grievance is based.

3.3 If a decision at one stage is not appealed to the next stage of the procedure within the time limits specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.

3.4 Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, hi/her representatives, and the PPR&R Committee within the specified time limit shall

## Article XXIX: Grievance Procedure

permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

3.5 In the event a grievance is filed on or after June 1, upon the request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced pro rata so that the grievance procedure can be exhausted prior to the end of the school term or as soon thereafter as is possible.

### Section IV. Stages of Grievance Procedures

#### 4.1 Stage 1

- (a) The aggrieved party will discuss his/her grievance with his/her superior or his/her building representative as (s)he chooses, with the objective of resolving the matter informally. The supervisor or building representative will confer with all parties in interest but, in arriving at a decision, will not consider any material or statements offered by or on behalf of any such party in interest with whom consultation has been had without the aggrieved party or his/her representative present. If the aggrieved submits the grievance through a representative, the aggrieved may elect to be present during the discussion of the grievance.
- (b) If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within two (2) school days after the written grievance is presented to him/her, the supervisor shall, without any further consultation with the aggrieved party or any party in interest, render a decision thereon, in writing, and present it to the aggrieved, his/her building representative, and the PPR&R Committee.
- (c) The aggrieved may bypass a. and b. above and go directly to the PPR&R Committee.

#### 4.2 Stage 2

- (a) If the aggrieved is not satisfied with the written decision at the conclusion of Stage 1(b) and wishes to proceed further, (s)he shall, within five (5) school days, present the grievance to the PPR&R Committee for its consideration.
- (b) The PPR&R Committee, after consultation with the aggrieved and with his/her approval, will within twenty (20) school days after the aggrieved received the written decision at Stage 1 or within ninety (90) days after the occurrence of the events complained of, file a written appeal of the decision with the Chief Executive Officer, submitting copies of the decision with the appeal.

#### 4.3 Stage 3

- (a) Within five (5) school days after receipt of the appeal, the Chief Executive Officer, or his/her duly authorized representative, shall hold a hearing with the aggrieved and the PPR&R Committee or its representative and all other parties in interest.
- (b) The Chief Executive Officer shall render a decision in writing to the aggrieved, the PPR&R Committee, and its representative within five (5) school days after the conclusion of the hearing.

#### 4.4 Stage 4

- (a) If the aggrieved and the PPR&R Committee are not satisfied with the decision at Stage 3(b), the PPR&R Committee will file an appeal in writing with the Board of Education within fifteen (15) school days after receiving the decision at Stage 3(b). The Official Grievance Records maintained by the Chief Executive Officer shall be available for use by the Board of Education.
- (b) Within fifteen (15) school days after receipt of an appeal, the Board of Education shall hold a hearing on the grievance. The hearing shall be conducted in executive session with the aggrieved and the PPR&R Committee.
- (c) Within five (5) school days after the conclusion of the hearing, the Board of Education shall render a decision, in writing, on the grievance to the aggrieved, the PPR&R Committee, and the Chief Executive Officer.

#### 4.5 Stage 5

- (a) After such hearing, if the aggrieved and the PPR&R Committee are not satisfied with the decision at Stage 4(c) and the PPR&R Committee determines that the grievance is valid and that appealing it is in the best interests of the Association, it may submit the grievance to arbitration by written notice to the Board of Education within fifteen (15) school days of the decision at Stage 4(c).
- (b) Within five (5) school days after such written notice of submission of arbitration, the Board of Education and the PPR&R Committee will agree upon a mutually acceptable arbitrator competent in the area of the grievance and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- (c) The selected arbitrator will hear the matter promptly and will issue his/her decision not later than fourteen (14) calendar days from the date of the close of the hearing or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues.
- (d) The arbitrator shall have no power or authority to make any decision which requires the commission of any act prohibited by law or which is violative of the terms of this Agreement.
- (e) The decision of the arbitrator shall be final and binding upon all parties.
- (f) For those grievances that are related to violations of the contract, the costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board of Education and the Association. In the case of non-contractual grievances, the Association agrees to bear the cost for the services of the arbitrator.

## Article XXX: Miscellaneous

### Article XXX: Miscellaneous

#### **A. Reprisal Prohibited**

There will be no reprisals of any kind taken against any teacher by reason of his/her membership in the Association or participation in any of its activities.

#### **B. Time for Grievance Processing**

When it is necessary, pursuant to the Grievance Procedure (Article XXIX), for a Building Representative, member of the Professional Practices, Rights, and Responsibilities (PPR&R) Committee or other representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing, notice shall be give to the Principal or immediate superior and to the Superintendent by the Chairperson of the PPR&R Committee, requesting that any of the above be released without loss of pay to permit participation in the foregoing activities. Any teacher whose appearance in such investigations, meetings or hearings as a witness is necessary will be accorded the same right. The Association agrees that these rights will not be abused.

#### **C. Copies of Board Agenda and Minutes**

The Association will be provided with ten (10) copies of the popularized minutes of official Board meetings as soon as possible after such meetings. A copy of the agenda for each Board meeting, and any attached documents, including the Personnel Report, will be given to the Association at least two (2) school days prior to each Board meeting.

#### **D. Copies of Board Policies and Rules**

The Association will be provided with fifty (50) copies of the Board's Personnel Policies and Rules and Regulations and fifty (50) copies of any changes in or amendments thereto. The Association will be provided with twenty-five (25) copies of the Policy Handbook of Board of Education.

#### **E. Copies of Agreement**

Copies of this Agreement will be printed at a joint expense of Board and Association, and a copy given to each teacher.

#### **F. Saving Clause**

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 a provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

#### **G. Agreement Constitutes Policy**

This Agreement constitutes Board and Association policy for the term of said Agreement, and the Board and Association will carry out the commitments contained herein and give them full force and effect.

#### **H. Ithaca Teachers Association Committees**

It is agreed that the Ithaca Teachers Association has and retains full power and control over all the committees which it is hereby required to establish and that the Ithaca Teachers Association retains full power to designate the members thereof.

## Article XXXI: Board Prerogatives

### I. School Closing: Make Up Time

1. School Closings: Excessive pupil absence from class impairs instruction and, when pupil absence in the District exceeds 20%, instruction cannot be profitably continued. It is therefore agreed that in the event that pupil absence from the District by reason of epidemic equals or exceeds 20%, the schools will be closed for such period as appears to the Superintendent, with advice of public health authorities, to be sufficient to reduce absences from such epidemic to normal levels. Upon such school closing, teachers will be excused from all duties without loss of pay or leave and will not be required to return to duty until school is reopened for student attendance.

In the event that schools are closed by reason of inclement weather, the teachers will be similarly excused.

2. Make-up Time: The dates when time lost by reason of school closing shall be made up shall be determined by negotiation between the parties hereto.

### J. Implementation of Agreement

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

## Article XXXI: Board Prerogatives

Any or all rights, powers, authority, and prerogatives which the Board had prior to entering into this Agreement are retained by the Board, except as those rights, powers, authority or prerogatives are expressly and specifically limited by the provisions of this Agreement.

The failure to enumerate such retained rights, powers, authority, and prerogatives shall not be construed as a waiver of any such rights, powers, authority or prerogatives.

## Article XXXII: Duration

The provisions of this Agreement shall be effective as of July 1, 2012, except as otherwise herein provided in this Agreement, and shall remain in full force and effect for so long as the Association is recognized under the current recognition or any automatic extension or renewal thereof as the exclusive representative of the employees of the Board in the employer-employee negotiating unit as presently defined.

Provided, however, that either party wishing to amend this Agreement in any respect may so notify the other by February 1, 2015 of the topics as to which modification is provisions hereof.

## Article XXXII: Duration

IN WITNESS HEREOF, the parties have hereunto set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2012.

FOR THE ITHACA TEACHERS ASSOCIATION:

\_\_\_\_\_  
Adam Piasecki  
President, Ithaca Teachers Association

\_\_\_\_\_  
Date

FOR THE ITHACA CITY SCHOOL DISTRICT:

\_\_\_\_\_  
Dr. Luvelle C. Brown  
Superintendent of Schools

\_\_\_\_\_  
Date

## **Appendix A: APPR**

Appendix A for APPR of teachers is a separate document for the 2012-2015 collective bargaining agreement.





## **Appendix B: Ithaca City School District Professional Improvement Plan ("PIP")**

### **1. IDENTIFICATION OF A TEACHER IN NEED OF THE PROFESSIONAL IMPROVEMENT PLAN (P.I.P.)**

#### **A. ELIGIBILITY**

1. P.I.P. is available to any teacher who needs and will accept supplementary assistance beyond that routinely provided by administrators and peers.
2. P.I.P. is for any teacher whose performance has been documented, and for whom administrative support and remediation have been provided and documented for at least one (1) semester.
3. Any teacher experiencing extreme difficulty may be given immediate P.I.P. support. Such support will be given only after the administrator has documented the need.

#### **B. PROCESS PRELIMINARY TO A P.I.P. REFERRAL**

A teacher will be identified by a Principal for a P.I.P. only after the following steps have been taken:

1. A teacher may be called to the attention of the Principal for increased supervision and help through one or more of the following:
  - (a) a series of formal classroom observations and follow-up discussions
  - (b) self-referral
  - (c) a pattern of complaints from parents, students, and/or staff
2. Performance difficulties identified through classroom observations or inherent in a pattern of complaints must be specifically stated to the teacher by the Principal through on-going documentation and direct communication with the teacher at the time of occurrence.
3. The Principal will be responsible for developing a plan of remediation with the teacher.
  - (a) The Principal must involve the teacher and appropriate supervisor(s) in the development of the plan in order to identify strategies most likely to be successful with the teacher.
  - (b) The plan must detail specific skills, problems, and/or behaviors to be addressed.
  - (c) The plan must include direct supervision by the Principal and specify other strategies and resources (e.g., counseling, peer, mentor, or administrative assistance, short-term coaching, workshops, in-service, conferences, visitations, required reading, etc.).
  - (d) The plan must include a timeline not to exceed twenty (20) weeks in length.
4. The plan and the timeline must be signed by the teacher and the Principal.
5. The implementation of the plan and the teacher's progress must be carefully documented by the Principal.
6. At the mutually-agreed-upon time, the teacher must be informed in writing that:

- (a) the performance goals have been met and no further remediation is necessary, or
- (b) the plan is to continue for an additional period of time, or
- (c) a new plan is to be developed and implemented, or
- (d) the teacher is being recommended to Central Administration for an individualized Professional Improvement Plan.

N.B.: “Documenting means sharing all reports with the teacher.

## II. PROFESSIONAL IMPROVEMENT PLAN (P.I.P.)

### A. IMPLEMENTATION

1. A Professional Improvement Plan will be implemented as a final step in providing assistance to a teacher in serious difficulty.
2. The P.I.P. and timeline for implementation must be developed and signed by the Principal and teacher.
3. The P.I.P must include the services of a COACH who will be assigned to the teacher to provide direct help in any of the following ways:
  - (a) MODELING appropriate teaching strategies and professional behaviors.
  - (b) OBSERVING teacher and giving feedback.
  - (c) PLANNING with the teacher to develop lesson/work plans, space/time usage and/or appropriate teaching/management strategies such as:
    - (1) teacher time on task
    - (2) student engagement
    - (3) management/discipline
    - (4) materials and activities suited to goals
    - (5) regular assessment of student progress toward learning goals
    - (6) positive interaction with students
    - (7) effective communication
  - (d) CONFERENCING to give feedback, assess progress, and set direction.
  - (e) SUGGESTING, where appropriate, that a teacher seek counseling services for personal problems, negative attitudes, behaviors, etc.
  - (f) SHARING ideas and assisting in obtaining resources.

### B. MONITORING

1. Monitoring of the P.I.P. is the responsibility of the Principal and Director/Coordinator, who will meet weekly with the teacher and coach to review progress, provide direction, assist in planning, and give feedback.
  - (a) The feedback provided by the Principal or Director/Coordinator will be based on formal and informal observations of the teacher’s work
  - (b) To ensure successful monitoring of a P.I.P., Principals, Directors and Coordinators must be trained and able to do the following:
    - (1) describe and analyze what is happening in a teacher’s classroom.
    - (2) diagnose the cause(s) of a teacher’s instructional deficiencies.
    - (3) prescribe remediation that is appropriate.
    - (4) communicate to the teacher a clear picture of his/her instructional performance.

### C. DURATION

1. A COACH will be assigned to the teacher for up to the equivalent of one semester.
2. At the conclusion of the allotted time, or prior by mutual agreement of the teacher and administrator, the Principal, with input from the Director/Coordinator, will determine the success of the P.I.P. based on the teacher's performance.

### D. CONCLUSION

1. The teacher will be notified in writing by the Principal of the success or failure of the P.I.P. and of any further action which the Principal will recommend.

## III.COACHES

### A. SELECTION

1. The District will solicit volunteers and nominees for coaching assignments.
2. Coaches will be nominated by teachers and/or administrators.
3. The Superintendent/Designee in committee with the Ithaca Teachers Association will select coaches from a group of volunteers or nominees who have completed an application and an interview with the committee.

### B. QUALIFICATIONS

1. Coaches may be full- or part-time teachers, teachers on leave, retired teachers, or other appropriate professionals.
2. Only New York State permanently certified professionals can serve as coaches, except as agreed to by the administration, Teachers Association, and teacher to be coached.
3. All coaches must be available to participate in required orientation and training sessions sponsored by the District during the summer and throughout the school year.
4. Coaches should be effective in the following areas:
  - (a) maximizing learning time
  - (b) managing and organizing the classroom
  - (c) continually assessing student progress/achievement
  - (d) utilizing interactive teaching strategies
  - (e) communicating high expectations for student performance
  - (f) rewarding student performance
5. Additionally, coaches must have personal qualities that promote a successful professional relationship. Such qualities include:
  - (a) a positive and supportive attitude
  - (b) a healthy self-concept
  - (c) enthusiasm
  - (d) initiative
  - (e) integrity and openness
  - (f) the ability to be forthright and honest

- (g) the ability to promote confidence and self-reliance
- (h) the ability to manage personal and professional responsibilities
- (i) the ability to understand, analyze, and explain complex situations

#### C. ASSIGNMENT

1. The Superintendent/Designee will assign coaches after consultations with the Principal and Director/Coordinator, and the designated teacher.
2. The assignment of a coach will be based on the needs of the designated teacher.

#### D. TRAINING

1. All coaches will be trained by the District. This training will be included but not be limited to, an understanding of the core teaching skills listed under B.4. and techniques of coaching.
2. Training will be conducted during the summer and periodically during the school year.
3. During the school year, the Superintendent/Designee will hold periodic meetings with all coaches (those not assigned to a teacher as well as those actively involved in a P.I.P.). The meetings will be:
  - (a) an opportunity for coaches to support one another and exchange ideas on a regular basis.
  - (b) a vehicle for the Superintendent/Designee to evaluate the progress of the on-going coaching assignments.
  - (c) an opportunity for coaches to indicate the need for additional training and/or resources.

#### E. COMPENSATION

1. Each coach will receive compensation for his/her coaching assignment.
  - (a) Compensation will be in the form of a reduced teaching schedule for full-time teachers on staff.
  - (b) Part-time teachers on staff will be compensated at a rate equal to their current salary.
  - (c) Other consulting professionals will receive a stipend.
2. All coaches will receive a stipend at the voluntary contractual rate for training sessions conducted during the summer or outside the normal school day.

## **Appendix C: Department Chair/Department Leader Evaluation**

The Principals and the Special Education Director are responsible for evaluating the administrative work of the Department Chairs/Leaders they supervise. The Principals should complete a Department Chair/Leader Goals Form and Final Evaluation Form for the administrative portion of each Department Chair's/Leader's assignment. Signed and dated copies of these should be forwarded to the Personnel Office in accordance with the timelines specified for other professional staff.

Department Chair/Leader evaluations should be reported on the checklist "Duties and Responsibilities of Department Chairs/Leaders Within Buildings" (Evaluation Form A) or in a narrative form that addresses the areas of responsibility delineated on Form A.

Evaluations should be completed by June 1.

Department Chairs/Leaders who also teach should be evaluated separately as teachers using the teacher evaluation process.

ITHACA CITY SCHOOL DISTRICT  
DEPARTMENT CHAIR/DEPARTMENT LEADER GOALS

Name \_\_\_\_\_ School Year \_\_\_\_\_

School \_\_\_\_\_ Department \_\_\_\_\_

This report should detail the Department Chair/ Leader goal(s) for the school year.

\_\_\_\_\_  
Department Chair/Leader Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluator Signature

\_\_\_\_\_  
Date

Use reverse side if necessary

ITHACA CITY SCHOOL DISTRICT  
 DUTIES AND RESPONSIBILITIES OF  
 DEPARTMENT CHAIRS/DEPARTMENT LEADERS WITHIN BUILDINGS  
 FORM A

Name \_\_\_\_\_ School Year \_\_\_\_\_

School \_\_\_\_\_ Department \_\_\_\_\_

Noteworthy	NW
Acceptable	AC
Needs Improvement	NI
Not Observed	NO

A. PERSONNEL FUNCTIONS

	NW	AC	NI*	NO
1. Supervise, observe and evaluate present department members.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. Interview and take part in hiring new staff members.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. Work with department members, advise and give help where necessary.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. Coordinate use of student teachers.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. Assist department members in feeling important, respected and successful as teachers and supervisors.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

\*Comments:

B. COMMUNICATION FUNCTIONS

	NW	AC	NI*	NO
1. Represent department to administration.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. Represent administration to department.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. Involve teachers in decisions related to their department.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. Contribute to discussions and/or decisions at chair/leader meetings.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. Lead regularly scheduled department meetings.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

\*Comments:

C. ADMINISTRATIVE FUNCTIONS

	NW	AC	NI*	NO
1. Monitor budget, supplies, equipment.	O	O	O	O
2. Select and recommend appropriate texts.	O	O	O	O
3. Participate in the development of the master schedule.	O	O	O	O
4. Provide leadership and direction for the department.	O	O	O	O
5. Recommend a design for the departmental teaching program.	O	O	O	O
6. Advocate for the interest of the department with the building principal.	O	O	O	O

\*Comments:

D. CURRICULUM FUNCTIONS:

	NW	AC	NI*	NO
1. Develop courses of study.	O	O	O	O
2. Evaluate and re-evaluate program.	O	O	O	O
3. Coordinate with other schools and within school.	O	O	O	O
4. Coordinate work on the improvement of instruction.	O	O	O	O

\*Comments:

\_\_\_\_\_  
Department Chair/Leader Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluator Signature

\_\_\_\_\_  
Date



ITHACA CITY SCHOOL DISTRICT  
DEPARTMENT CHAIR/DEPARTMENT LEADER EVALUATION  
FINAL EVALUATION REPORT

Name \_\_\_\_\_ School \_\_\_\_\_

On this date \_\_\_\_\_ a final evaluation conference was held between

\_\_\_\_\_ and \_\_\_\_\_  
Name of Dept Chair/Leader                      Name of Evaluator

\_\_\_\_\_  
Department Chair/Leader Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluator Signature

\_\_\_\_\_  
Date

Use reverse side if necessary



## **Appendix D: Code of Ethics**

The Board and the Association adopt the following statement of beliefs:

1. The Association, the persons it represents, and the Board transact all official business through proper channels and hold inviolate all confidential information.
2. The Association and the Board recognize their obligation to develop growing appreciation and understanding of the principles of democracy and refrain from using the school to promote personal views on religion, race and partisan politics.
3. That due notice in fair time be given in all cases of appointment, resignation, or termination of service in compliance with New York State Law.
4. The teacher and the Board avoid disparagement of fellow workers and predecessors.
5. The teacher and the Board are impartial in all relationships with the pupil.
6. The teacher accepts no compensation from firms commercially interested in the school; no member of the Board accepts such compensation; and no teacher or member of the Board supports or assists any organization or group whose objectives are inconsistent or in conflict with the duty of furnishing a quality education to all the children of all the people.
7. No teacher shall advise nor tutor for remuneration any student assigned to the teacher's classes except in cases of non-availability of other instructors in the particular subject matter. In such instances of non-availability, the approval of the Superintendent will be obtained.



## **Appendix E: Process for Selection of Department Chairs, Department Leaders, Coordinators, Curriculum Committee Heads**

### **PROCESS FOR SELECTION OF DEPARTMENT CHAIRS, DEPARTMENT LEADERS, COORDINATORS, CURRICULUM COMMITTEE HEADS**

(This expanded version has details for implementation by staff.)

1. By April 1, the Office of Human Resources will identify departments with three-year terms expiring. Departments include: building departments – such as math; secondary departments – such as World Languages; District departments – such as art; and Curriculum Committees, and notify the Association.
2. Department members will be notified and selection process begun.
3. The Principal, in the case of building departments, or Superintendent in the case of secondary departments, District departments, and Curriculum Committees, may meet with each department or committee.
4. The opening will be posted by the Office of Human Resources.
5. After posting dates expire and candidates are known, each department or Curriculum Committee will be responsible for conducting a secret ballot election to select a candidate to recommend to the Principal or Superintendent for appointment. A non-candidate will run the meeting and count the ballots.

To meet requirements set by the State, Department Chairs in departments with more than 10 members (more than .25 or one class released time) must have or be working on Administrative Certification. (See page 19, Article XII, J.) It is possible for the District to get a one-year waiver for a person without administrative certification work, but that individual must start work toward certification during the first year in the position.

“Members of departments” include all persons teaching one class or more in that department and the department chair, leader, or coordinator.

Each person will get two votes for each class s/he is currently teaching in the department. Department chairs, leaders, or coordinators will get ten (10) votes (as though they taught a full class load).

In departments where teachers work part-time, each teacher will get one vote for each tenth worked.

For Curriculum Committees, the present members of the Committee will vote – one vote per member.

6. The persons who count the ballots shall announce the results to the department members and forward the department’s recommendation to the Principal (building departments) or Superintendent (secondary departments, district departments, Curriculum Committees).
7. The Principal or Superintendent will notify the candidate and the department chair, department leader, coordinator, or Curriculum Committee head, and the department or Curriculum Committee members of their approval or disapproval of the recommended candidate.

8. If the selected candidate is not approved, the appropriate administrator will notify the department so that if additional department members would like to apply, or additional candidates are to be considered, the department will go through the selection process again.
9. If requested, the Principal or Superintendent shall give an explanation for disapproval to the unsuccessful candidate.
10. In the event the opening occurs, or interviews must be held, during the summer, as many teachers as possible from the department will be involved in the process. After school opens, the candidate(s) will be afforded an opportunity to meet with the members of the department in an interview format.

## Appendix F: Entry Level Salary Schedule

Step	2010-11	2011-12	2012-13	2013-14	2014-15
1	\$36,145	\$36,268	\$36,994	\$37,734	\$38,489
2	\$36,745	\$36,868	\$37,594	\$38,334	\$39,089
3	\$37,345	\$37,468	\$38,194	\$38,934	\$39,689
4	\$37,945	\$38,068	\$38,794	\$39,534	\$40,289
5	\$38,545	\$38,668	\$39,394	\$40,134	\$40,889
6	\$39,145	\$39,268	\$39,994	\$40,734	\$41,489
7	\$39,745	\$39,868	\$40,594	\$41,334	\$42,089
8	\$40,345	\$40,468	\$41,194	\$41,934	\$42,689
9	\$40,945	\$41,068	\$41,794	\$42,534	\$43,289
10	\$41,545	\$41,668	\$42,394	\$43,134	\$43,889
11	\$42,145	\$42,268	\$42,994	\$43,734	\$44,489
12	\$42,745	\$42,868	\$43,594	\$44,334	\$45,089
13	\$43,345	\$43,468	\$44,194	\$44,934	\$45,689
14	\$43,945	\$44,068	\$44,794	\$45,534	\$46,289
15	\$44,545	\$44,668	\$45,394	\$46,134	\$46,889
16	\$45,145	\$45,268	\$45,994	\$46,734	\$47,489
17	\$45,645	\$45,768	\$46,494	\$47,234	\$47,989
18			\$46,994	\$47,734	\$48,489
19			\$47,994	\$48,734	\$49,489
20			\$48,994	\$49,734	\$50,489
21			\$49,994	\$50,734	\$51,489
22			\$50,494	\$51,234	\$51,989
23			\$51,494	\$52,234	\$52,989
24			\$51,994	\$52,734	\$53,489
25			\$52,994	\$53,724	\$54,489
26			\$53,494	\$54,234	\$54,989





## **Appendix G: Joint Committee to Address Article XII(A) Pupil Teacher Ratio**

This Tentative Agreement is made between the Ithaca Teachers Association (the “ITA”) and the Superintendent of Schools of the Ithaca City School District (the “District”).

The ITA and the District have agreed to form a Joint Committee to address collaboratively Article XII(A) (Pupil Teacher Ratio) of the collective bargaining agreement. The parties have agreed as follows:

1. The current terms of Article XII(A) (Pupil Teacher Ratio), and the practices of the parties, will remain in effect pending completion of the Joint Committee’s work and ratification, as set forth below, of any overall tentative agreement reached by the Joint Committee.
2. The Joint Committee will be comprised of four (4) members selected by the ITA and four (4) members selected by the District. Each side will review with its Joint Committee members the general concepts of good faith bargaining under the Taylor Law.
3. The Joint Committee will meet in June 2010 to establish a schedule of meetings.
4. During December 2010, the Joint Committee, or representatives from among the Joint Committee members, will meet jointly with the ITA President and the District’s Director of Human Resources and Labor Relations to provide a status report on the Joint Committee’s work.
5. The Joint Committee will identify the current practices in place in the District for determining pupil teacher ratio and will develop revised contract language for Article XII(A), accordingly. The Joint Committee will not be foreclosed from negotiating agreements to change current practices that are used in determining pupil teacher ratios.
6. The Joint Committee will prepare a written report of its work and, assuming it has reached an overall tentative agreement, that tentative agreement will be subject to approval by the Superintendent, ratification by the Board of Education, and ratification by the ITA.

Signatures on file.



## **Appendix H: Joint Committee to Address Elementary Art, Music, and Physical Education Teachers' Workday**

This Tentative Agreement is made between the Ithaca Teachers Association (the "ITA") and the Superintendent of Schools of the Ithaca City School District (the "District").

The ITA and the District have agreed to form a Joint Committee to address collaboratively certain subjects, set forth below in paragraph 4, concerning Elementary Art, Music, and Physical Education teachers' workday. The parties have agreed as follows:

1. The Joint Committee will be comprised of four (4) members selected by the ITA and four (4) members selected by the District. Each side will review with its Joint Committee members the general concepts of good faith bargaining under the Taylor Law.
2. The Joint Committee will meet in September 2010 to establish a schedule of meetings.
3. During December 2010, the Joint Committee, or representatives from among the Joint Committee members, will meet jointly with the ITA President and the District's Director of Human Resources and Labor Relations to provide a status report on the Joint Committee's work.
4. The Joint Committee will negotiate concerning: (a) the correlation between the number of minutes of instructional contact time per week and full-time equivalency status; (b) the nature and characteristics of work activities to be included in "instructional contact time"; (c) whether, and to what extent, transition time between classes will be included in the calculation of "instructional contact time"; (d) the scheduling parameters for part-time work; and (e) whether and to what extent the Administrator, when establishing the building schedule, will work with the teacher(s) to develop their schedule(s).
5. The Joint Committee will prepare a written report of its work, and assuming it has reached an overall tentative agreement, that tentative agreement will be subject to approval by the Superintendent, ratification by the Board of Education, and ratification by the ITA.

Signatures on file.



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