

**Master Agreement between the  
Ithaca Education Association**

**And the**

**Ithaca Public Schools Board of Education**

**July 1, 2024 - June 30, 2027**

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**PROFESSIONAL EMPLOYMENT AGREEMENT 2024-2027**

This agreement entered into this **June 24, 2024** between the Board of Education of the Ithaca Public Schools, Ithaca, Michigan, hereinafter called the "Board," and the Ithaca Education Association/MEA/NEA, hereinafter called the "Association."

WITNESSETH:

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

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

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

THEREFORE, the parties agree as follows:

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

## **ARTICLE I: RECOGNITION**

A. The Board recognizes the Association as the sole and exclusive bargaining representative as defined in Section 11 of Act 379, Public Acts of 1965 with respect to wages, hours, and working conditions for all full-time and part-time teachers under contract with the Ithaca Board of Education including personnel on tenure, probation, counselors, social workers, alternative education teachers and librarians, but excluding executives, supervisory personnel, substitutes, adult education teachers, office and clerical personnel, and all others. Part-time personnel not under contract are affected and governed by this contract only to such extent as they are specifically stated or designated in this Agreement.

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

C. The Board recognizes that valuable assistance can be gained in its responsibility of determining school policies relating to instruction and curriculum through effective communication with the Association. The Association will form ad hoc committees to assist

## **ARTICLE II: ASSOCIATION AND TEACHER RIGHTS**

A. The Board agrees that it will not discriminate against any teacher because of his/her membership in the Association or his/her participation in the lawful activities of the Association as defined through the articles of this contract, such as the lawful process of negotiations or the filing of a grievance; and the Association agrees that it will not discriminate against non-members or an applicant member because of his/her former association or activities not related to the Association.

B. The Association and its representatives shall have the right to use school buildings at no charge provided that the principal of that building is informed, that extra maintenance or service costs shall be paid by the Association, and that such use will not interfere with other scheduled activities.

C. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property provided that this shall not interfere with or interrupt normal school operations or fulfillment teachers' assigned professional responsibility.

D. The Association shall have the right to use school facilities and equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use and will stand repair of damages caused by abnormal use.

E. The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use the teacher mail boxes for communications to teachers.

F. The Board, upon request, shall make readily available to the Association all information which is available to the public. The Board shall cooperate in helping the Association to locate such information not in published form but meeting the above specifications, including, but not limited to: annual financial reports and audits, register of certified personnel, tentative budgetary requirements and allocations (including County allocation board budgets), agendas and minutes of all Board

meetings, treasurer's reports, census and membership data, names and addresses of all teachers.

G. The Board shall make available to the Association any new or revised fiscal or budgetary programs, or major revisions of educational policy.

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

I. There shall be no subcontracting of bargaining unit work only in effect through June 30, 2027. Bargaining unit work shall be defined as any work that is performed at any facility owned, rented, or leased by the Ithaca School Board of Education, its officers or agents, that falls within the classifications outlined in the Recognition clause of this Agreement.

### **ARTICLE III: RIGHTS OF THE BOARD**

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

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

A. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the employer.

B. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the hours of work and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement.

C. The right to direct the working forces, not in conflict with specific provisions of this Agreement; including the right to hire, promote, suspend, and discharge employees; transfer employees; assign work or extra duties to employees; determine the size of the workforce, to lay off and to recall employees.

D. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods to carry out its operations.

E. Adopt reasonable rules and regulations.

F. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

G. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.

- H. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
- I. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.
- J. Determine the policy affecting the selection of employees providing such selection shall

**ARTICLE IV: ACADEMIC FREEDOM AND PROFESSIONAL BEHAVIOR**

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

**ARTICLE V: TEACHING HOURS**

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

**1. Hours**

	<b>Full Student Days:</b>	<b>Half Student Days:</b>
Students (South Elementary)	7:55 a.m. - 3:15 p.m.	7:55 a.m. - 11:30 a.m.
Teacher Work Day (South Elementary)	7:50 a.m. - 3:25 p.m.	7:50 a.m. - 3:25 p.m.
Students (North Elementary)	7:50 a.m. - 3:10 p.m.	7:50 a.m. - 11:25 a.m.
Teacher Work Day (North Elementary)	7:45 a.m. - 3:20 p.m.	7:45 a.m. - 3:20 p.m.
Students (Jr./Sr. High School)	8:05 a.m. - 2:55 p.m.	8:05 a.m. - 11:20 a.m.
Teacher Work Day (Jr./Sr. High)	7:50 a.m. - 3:25 p.m.	7:50 a.m. - 3:25 p.m.

**2. Calendar**

The parties agree to the attached calendar for the 2024-2025 School Year. Calendar reopeners will be bargained on a yearly basis.

B. Teachers are required to attend prearranged teacher meetings not to exceed two (2) per month to begin not more than 30 minutes before classes begin or to last longer than 30 minutes after the normal end of the student day (two thirty minute meetings or one sixty-minute meeting as mutually agreed upon by the principal and staff). These meetings are not to occur after school on Friday or on the last day before a break except in emergency situations. Other necessary staff meetings after or before the normal student day but within the teacher work day may be scheduled by the building principal(s) and shall not count towards the two per month limit.

C. Teachers are encouraged to remain for a sufficient period after the close of the pupil's school day to attend to those matters which properly require attention at that time, including consultations with parents when scheduled directly with the teacher.

D. The normal teaching load in the junior and senior high school shall include at least one unassigned preparation period per day equivalent to a normal teaching period. If the district changes to an alternative scheduling format, the Association and Board agree to meet for the purpose of scheduling preparation periods. Assignment to a supervised study period shall be considered a teaching period for the purposes of this article.

E. Elementary teachers will be provided one twenty (20) minute duty-free recess period each day for preparation. In addition, elementary teachers may use 200 minutes per week for preparation time during which their classes are receiving instruction from various teaching specialists. Four of these specials shall be a minimum of 40 minutes in length. Kindergarten specials shall be a minimum of 25 minutes in length. Elementary teachers shall be scheduled for no less than a fifteen (15) minute conference or preparation period per day. This preparation period shall immediately follow the scheduled lunch period.

F. All teachers shall be entitled to a duty-free uninterrupted lunch period of at least 30 minutes per day.

G. The responsibility to participate in parent-teacher conferences shall be considered a part of the regular teaching assignment. Conferences shall be scheduled to conclude no later than 8:30 p.m. according to the bargained schedule. Dates for parent teacher conferences will be determined by the negotiated school calendar. Kindergarten and Developmental Kindergarten teachers shall be compensated at half their regular per diem rate for additional responsibilities associated with Kindergarten Round-up if outside their regular workday.

H. The responsibility to participate in an open house shall be considered a part of the regular teaching assignment. The open house shall last no more than two (2) hours and will be consistent in length among buildings.

I. Teachers of music, art, laboratory sciences, physical education, library sciences, special education and reading consultants or other unique position teachers shall be provided with relief and preparation time to the same extent as other teachers in the district.

J. No departure from the requirements contained in this article, except in case of emergency, shall be made without prior consultation with the Association. In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance procedure hereinafter set

forth.

K. If a teacher, upon request, and at his/her option, shall teach more than the normal teaching load, as set forth in this article, he/she shall receive additional compensation at his/her professional service rate for each period in excess of such norms. The professional service rate is the contractual salary divided by the number of teacher days to achieve a daily rate. The daily rate is divided by the number of periods in the normal school day multiplied by the number of days for the increased teaching load (ie., trimester, semester, etc.).

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

M. If a teacher, upon request, and at his/her option, shall work beyond contractual days as set forth in the agreed upon calendar, he/she shall receive additional compensation at the professional hourly rate (BA, step 0/185 days/7 hours a day).

### **ARTICLE VI: CLASS LOAD AND TEACHING CONDITIONS**

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

District administration will provide professional development experiences which:

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

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

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

#### **Elementary Maximum**

Developmental Kindergarten	18/teacher
Kindergarten - Sixth Grade	25/teacher
Combination Rooms	20/teacher

#### **Secondary Maximum**

Secondary Education (7-12)	25/teacher
Physical Education (7-12)	35/teacher
Music	75/teacher



- B. The Board agrees to continue to make available in each school word processing and copying facilities and clerical personnel to aid teachers in the preparation of instructional material.
- C. The Board recognizes textbooks, curriculum materials, online programs/subscriptions, supplies, equipment, etc. are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools. The Board will rule on all joint decisions thereon made by its representative and the Association.
- D. Teacher aides will continue to be used to relieve teachers of non-teaching tasks. Teacher aides will have the same authority as a classroom teacher has in their supervision of cafeteria, hall, and playground duties. If teacher aides are available, they will be used to assist teachers whose class size exceeds the limits established in Section A (1 and 2) of this article.
- E. Under no condition shall a teacher be required to drive a school bus as part of his/her regular assignment.
- F. The Board shall make available in each school adequate lunch room, rest room and lavatory facilities exclusively for teacher use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge. Provisions for such facilities will be made in all future buildings.
- G. The campus of each school shall be smoke-free.
- H. Teachers getting a new student(s) will have 24 hours' notice to prepare materials for the new students, unless it occurs on count day. If the notification occurs on Friday, the teacher will have until Tuesday to prepare for the new student's arrival.

**ARTICLE VII: DEPARTMENT CHAIRPERSONS**

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

- |                                      |                             |
|--------------------------------------|-----------------------------|
| 8 <sup>th</sup> Grade Chair          | Science                     |
| Health and Physical Education        | 7 <sup>th</sup> Grade Chair |
| Language Arts                        | Social Studies              |
| Mathematics                          | Special Education           |
| Performing Arts and Foreign Language | Practical Arts and Business |

## **ARTICLE VIII: STUDENT DISCIPLINE AND TEACHER PROTECTION**

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

confidentiality of the information supplied.

### **ARTICLE IX: SPECIAL TEACHING ASSIGNMENTS**

A. Teachers shall be compensated for working in any of such programs at the rate set forth in the Academic Extra Duties Schedule and the Coaching/Athletic Extra Duties Schedule B in the Appendix.

B. Teachers shall be informed of a telephone number and web site they may use before 6:30 a.m. to report unavailability for work. Once a teacher has reported unavailability, and the third party contractor does not provide a substitute teacher, it shall be the responsibility of the Board or its designated administrator to arrange for a substitute teacher. If a teaching specialist for elementary Art, Music, or Physical Education is absent from work and if a qualified substitute is available, said teacher shall be used to substitute for the absent teaching specialist.

C. Supervision by a teacher of a student teacher shall be voluntary. A teacher shall receive the amount paid by the college or university. If a cooperating teacher is still supervising his/her student teaching, the student teacher nor the cooperating teacher can be pulled to cover the classroom within the first four weeks of student teacher placement or without supervising teachers AND administrator's consent if subs are unavailable.

D. At the option of the Administration, a teacher may agree to substitute for another during a prep period or if the teacher who agrees to substitute has a student teacher. In such a case, the teacher will be compensated at the Professional Hourly Rate (BA, Step 0/185 days/7 hours per day). The district will provide a time sheet for the purpose of documentation.

### **ARTICLE X: SPECIAL STUDENT PROGRAM**

A. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the administration will take reasonable steps to aid the teacher in his/her responsibilities with respect to such pupil.

B. When a teacher has one or more pupils in class who constitute serious behavior problems, the teacher shall seek the assistance of the principal and such specialized service personnel as needed to help the pupil in his adjustment to school and society.

C. When a general education teacher is assigned a student from a special education program for severely impaired students (OHI, SMI, SCI, MOCI) the teacher shall not be expected to perform routine, scheduled maintenance of a medical appliance or apparatus used by the student to sustain his/her bodily functions nor render routine, scheduled care or maintenance of exceptional bodily functions related to the student's impaired condition. The teacher shall be informed as to emergency measures which may be necessary on occasion due to the student's impaired condition. It shall be the responsibility of the teacher to implement the student's individualized education plan for attending to the educational needs of the student while in the teacher's class.

D. The IEP (Individualized Education Planning) process will include input from appropriate teachers. It shall be the responsibility of the administration and the Special Education Department Chairperson and/or the special education teacher or specialist on whose caseload the student has been, or likely will be assigned, to notify and work with the affected teachers. This notification will occur as soon as possible. Input shall be defined as attendance at the IEPC meeting or written and/or

verbal communications pertaining to the student in question.

E. In the event the school district seeks a Special Education certification waiver from the Michigan Department of Education, the district will notify the Association within ten (10) working days.

#### **ARTICLE XI: ASSIGNMENTS**

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

B. Reimbursements for extra-curricular responsibilities will be in accordance with salary schedules Academic Extra Duties and the Coaching/Athletic Extra Duties Schedule B in the Appendix. Rights to make assignments listed under Schedule B annually shall remain with the Board.

#### **ARTICLE XII: PERSONNEL**

Each teacher may upon request review his or her personnel record and , if the teacher disagrees with information in the personnel record, submit a rebuttal to be included in the file.

#### **ARTICLE XIII: VACANCIES, PROMOTIONS, TRANSFERS**

**Placement of Classroom Teachers.** The Superintendent or designee decides placement decisions, when a vacancy exists, and when a posting is made. Consistent with Revised School Code Section 1248, classroom teacher placement decisions will be made by the Superintendent or designee in their discretion based on the following clear and transparent factors:

- A. Staffing the curriculum with the most effective, certified, and qualified teachers.
- B. Appropriate certification, approval, or authorization for all aspects of the assignment. The certification, approval, or authorization, as applicable, will be determined by the Revised School Code, MDE's Teacher Certification Code, MDE's Rules for Special Education Programs and Services, and other applicable statutes and regulations.
- C. Classroom teacher placement decisions must be made based on teacher effectiveness criteria established in Revised School Code Section 1249.
- D. A "vacancy" shall be defined as an unassigned, open position or a newly created position which the district intends to fill. Vacancies shall be posted at least ten (10) business days prior to being filled.
- E. In addition, classroom teachers must be fully qualified for all aspects of their assignments, as determined by the Board, based on documentation on file with the Superintendent's office, including:
  1. Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;
  2. Credentials needed for District, school, or program accreditation;
  3. District-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the teacher's effectiveness in that assignment and is integrated into instruction;
  4. Relevant special training, other than professional development or continuing education as

required by state or federal law, and integration of that training into instruction in a meaningful way;

5. Recent documented disciplinary record, if any
  6. Length of service in a grade level(s) or subject area(s);
  7. Recency of relevant and comparable teaching assignments;
  8. Previous effectiveness ratings;
  9. Attendance and punctuality (not absences using contractually allotted days);
  10. Compliance with state and federal law; or
  11. Other non-arbitrary or capricious reasons.
- F. Length of service within the District may be considered as a tiebreaker if a classroom teacher placement decision involves 2 or more teachers and all other factors distinguishing those teachers from each other are equal.
- G. If a teacher petitions for nullification of the teaching certificate or any endorsement, the teacher must promptly provide written notice of that petition to the Superintendent's office.
- H. A "transfer" shall be defined as either a voluntary or involuntary change in a classroom teacher's position to another classroom teacher position. A classroom teacher may, by April 1 of a school year, request a transfer for the subsequent school year by submitting written notice to the Superintendent.
- I. The Superintendent or designee has discretion to involuntarily transfer a teacher into a position for which they are certified or qualified for non-arbitrary or capricious reasons. Notice of an involuntary transfer of a classroom teacher shall be provided to the teacher and Association President with the reasons for the transfer.
- J. Internal qualified applicants shall be awarded the position prior to considering external applicants. Awarding a vacancy to external applicants shall only occur if no existing bargaining unit employees are certified and qualified unless the Superintendent or designee determines that the change of placement is not in the best interest of the District.

#### **ARTICLE XIV: EVALUATION**

- A. Classroom teachers will be evaluated pursuant to a performance evaluation system consistent with Revised School Code Section 1249 and the Teachers' Tenure Act. This performance evaluation system will include, as appropriate, the following:
1. a year-end evaluation process that meets statutory standards;
  2. an evaluation tool that incorporates components required by law, including:
    - a. locally agreed-on student growth and assessment data or student learning objectives, as defined by Revised School Code Section 1249; and
    - b. the teacher's performance.
  3. an individualized development plan (IDP) with measurable performance goals developed by the evaluator in consultation with the teacher and recommended training, coaching, professional development or resources designed to improve the teacher's effectiveness that will be provided by the district for:
    - a. all probationary teachers;
    - b. teachers rated developing, needs support; or
    - c. at the administrator's discretion when performance deficiencies are noted. To the

extent allowable by law, the District will notify a classroom teacher of complaints that might lead to discipline.

4. Classroom observations of at least 15 minutes each which include, at a minimum, a review of the classroom teacher's lesson plan, the state or national curriculum standard used in the lesson, and pupil engagement, with appropriate written feedback within 30 days of each observation and a post-observation meeting between the teacher and the school administrator conducting the observation to discuss those items;
5. a mid-year progress report, if required by law, which aligns with the classroom teacher's individualized development plan, includes specific performance goals developed by the evaluator in consultation with the teacher, and any recommended training, coaching, professional development, or resources identified by the evaluator to be provided by the district;
6. a year-end performance evaluation effectiveness rating, of effective, developing, or needing support; In the event there is no written year-end evaluation, the teacher is deemed "effective".
7. tenured classroom teachers rated as highly effective or effective on the 3 most recent consecutive year-end evaluations may be evaluated triennially, but if the classroom teacher is not rated as effective on one of the triennial year-end evaluations, the classroom teacher must receive year-end evaluations. If a classroom teacher on the triennial track is placed on an IDP or transfers to a new position, the Superintendent may choose to move the classroom teacher to annual evaluations; year end evaluations for classroom teachers shall be completed at least five (5) business days before the end of the school year.
8. a mentor for classroom teachers rated developing or needing support or for classroom teachers as required by law;
9. an opportunity for a tenured classroom teacher rated needing support on a year-end evaluation to request a review consistent with Revised School Code Section 1249;
10. Use of the Danielson evaluation tool for the school years covered by the 2024-2027 contract, which has been approved by MDE and is in compliance with Revised School Code Section 1249 and corresponding regulations. If a consensus is not reached by September 1, 2027, the District will use the evaluation tool currently utilized for the 2027-2028 school year;
11. website posting of required information for the Danielson evaluation tool;
12. training on the Danielson evaluation tool for teachers and evaluators as required by law.
13. If a tenured classroom teacher is rated ineffective or needing support on 3 consecutive year-end evaluations, the classroom teacher shall be discharged consistent with due process. The District is not precluded from discharging a classroom teacher at other times as provided by the Teachers' Tenure Act.
14. Teachers who work less than sixty (60) days in any school year, or who have their evaluation results vacated through the grievance procedure, or who have an accumulated leave of absence from work during the school year amounting to a total of thirty (30) days or more, or extenuating circumstances apply, shall not be provided an evaluation for that year. Said teachers shall receive the same rating they received in the prior year for the current year if it was conducted by the district.
15. Measurement of student growth and assessment data. Student growth will be measured by using both state and local data (10% state and 10% local data). State data will consist of MSTEP, PSAT, SAT, and MME scores. Local data will consist of NWEA and PSAT scores. State and local data will be averaged over three years. This will be used

for the school years covered by the 2024-2027 contract. If a consensus is not reached by September 1, 2027, the District will use the student growth and assessment data currently utilized for the 2027-2028 school year;

16. A probationary classroom teacher cannot grieve any aspect of the negotiated evaluation process, including observations, the IDP, the mid-year performance review, or their assigned rating. An Arbitrator, however, has jurisdiction to consider a grievance filed under the Article XX grievance process by a tenured teacher with two (2) consecutive ratings of "Needing Support." All teachers shall have the right to submit a rebuttal to their evaluation which will be attached to the year end evaluation and included in their personnel file.

17. Attendance/discipline as a separately weighted category of 5% is removed. Attendance and discipline issues will be addressed in Domain 4 (part 4f) of the Danielson Rubric. The Danielson rubric comprises 80% of the evaluation, and the data comprises the other 20%. Absences using contractually allotted days will not negatively impact evaluations. Only documented discipline issues may be used in the evaluation. The severity and/or frequency of the discipline would determine the impact.

B. Grievance Procedure. An alleged violation of this Article is subject to grievance procedures and to arbitration as allowed by law.

C. A group of teachers and administrators will meet to study, evaluate, and potentially implement additional/other evaluation instruments and procedures no more than 1 year prior to the ending of this agreement.

#### **ARTICLE XV: PROFESSIONAL COMPENSATION**

A. The basic salaries of teachers covered by this Agreement are set forth in Salary Schedule A in the Appendix which is attached to and incorporated in this Agreement. Such salary schedules shall remain in effect during the term of this Agreement.

B. When hiring new teachers, the Board will have discretion to grant experience credit on the Salary schedule set forth in the Appendix Schedule A. There shall be no limit on the amount of the salary schedule experience given.

C. Each step on the salary schedule shall represent one year of experience and will be granted at the beginning of each school year through the 2026 - 2027 school year.

D. If a successor agreement has not been reached by the date of expiration, pay is retroactive upon ratification of the new Master Agreement.

E. Placement on the salary schedule will be determined by the teacher's academic standing at the beginning of the school year. To qualify for horizontal movement on the salary schedule, a teacher must take classes from a post-secondary institution or an institution approved by the Superintendent that are part of a planned program for an advanced degree beyond bachelor's, or re-certification. Classes shall be of the graduate level in education or in their field of specialization or be approved prior to enrollment in the course by the Superintendent and the Association President. Classes needed to obtain the teacher's initial certification and pre-degree classes do not qualify.

F. One (1) graduate credit may be substituted by 25 SCECHS/SB-CEUs to qualify for horizontal movement on the salary schedule.

For Example:

BA+20 = BA+500 SCECHS/SB-CEUs

MA = 750 SCECHS/SB-CEUs

MA+15 = 1,125 SCECHS/SB-CEUs

G. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance of not less than the current IRS allowable non-taxable rate per mile. The same allowance shall be given for use of personal cars for field trips or other business of the district.

H. Teachers will be paid 26 times (bi-weekly) per year.

I. For the 2023-2024 school year, all staff members currently with 30 or more years of service shall earn an additional step of five (5) percent on the index that his/her educational level indicates to be paid to them (or their estates) when they leave the employment of Ithaca Public Schools.

J. Teachers that conduct administrative approved training for in-service/professional development shall receive two (2) hours pay (Professional Hourly Rate) for each hour of training performed. The Professional Hourly Rate shall be calculated using the base teacher salary (BA, step 0/185 days/7 hours a day).

K. All teachers will receive a free annual family athletic pass.

#### **ARTICLE XV: PROFESSIONAL COMPENSATION - INSURANCE**

L. The Board agrees to contribute premium payment as listed below:

1. Benefit Plan - Subject to the provisions hereinafter set forth, each teacher shall have the right to select PAK "A" or PAK "B" (PAK A includes medical insurance; PAK B is cash in lieu of medical insurance.)

a. Selections within PAK A for medical insurance:

MESSA ABC Plan 1 (Plan under previous contract)

MESSA ABC Plan 2

MESSA Balance+



**MESSA In-Network Plan Comparison - Effective 1/1/2025**  
**Ithaca Public Schools - 630A Teachers**

	<b>MESSA ABC Plan 1</b> <b>\$1,650/\$3,300 HSA 0%</b> <b>MESSA ABC Rx</b>	<b>MESSA ABC Plan 2</b> <b>\$2,000/\$4,000 HSA 0%</b> <b>MESSA ABC Rx</b>	<b>MESSA Balance+</b> <b>\$1,650/\$3,300 HSA 20%</b> <b>MESSA Balance+ Rx</b>
	<b>CURRENT PLAN</b>	<b>NEW OPTION #2</b>	<b>NEW OPTION #3</b>
<b>In-Network Cost Share After Deductible</b>			
Deductible	\$1,650/\$3,300	\$2,000/\$4,000	\$1,650/\$3,300
Coinsurance	0%	0%	20%
Teladoc 24/7 care for minor illnesses, injuries and mental health	0%	0%	\$10
Teladoc Health virtual primary care	0%	0%	\$25
Office visit	0%	0%	\$25
Specialist visit	0%	0%	\$50
Urgent care	0%	0%	\$50
Emergency room	0%	0%	\$200
Total out-of-pocket maximum	\$2,650/\$5,300	\$3,000/\$6,000	\$4,050/\$8,100
<b>Certain Benefit Differences (cost share is applied after deductible is met)</b>			
Chiropractic manipulations	38 visits per calendar year, including therapeutic massage; 100% after ded.	38 visits per calendar year, including therapeutic massage; 100% after ded.	12 visits combined per calendar year; \$25 copay applies
Osteopathic manipulations	38 visits per calendar year; 100% after ded.	38 visits per calendar year; 100% after ded.	
Outpatient physical, occupational and speech therapy	60 visits combined per calendar year; 100% after ded.	60 visits combined per calendar year; 100% after ded.	30 visits combined per calendar year, including therapeutic massage by an approved provider (excludes massage therapist); 80% after ded.
Bariatric surgery	100% after ded.	100% after ded.	Not covered
Acupuncture	100% after ded.	100% after ded.	Not covered
Hearing aids	100% up to a max. benefit after ded.	100% up to a max. benefit after ded.	Not covered
Prescription Drugs	<b>MESSA ABC Rx</b> <b>(after deductible)</b>	<b>MESSA ABC Rx</b> <b>(after deductible)</b>	<b>MESSA Balance+ Rx</b> <b>(after deductible)</b>
<b>Up to a 34-day supply</b>			
Generic	Free, \$2 or \$10	Free, \$2 or \$10	Free or \$10
Preferred brand	\$20 or \$40	\$20 or \$40	\$40
Nonpreferred brand			\$80
Preferred specialty (generic specialty and brand specialty)	Pricing included in one of the above categories	Pricing included in one of the above categories	20% coinsurance (\$0 min - \$150 max)
Nonpreferred specialty			20% coinsurance (\$0 min - \$300 max)
<b>90-day supply</b>			
Generic, Preferred brand, Nonpreferred brand	2x 1-month supply; Retail or mail order	2x 1-month supply; Retail or mail order	3x 1-month supply; Retail or mail order
<b>Additional Information</b>			
Free preventive drug list(s)	ACA Free Preventive list and MESSA Expanded Free Preventive list. These are FREE before deductible.	ACA Free Preventive list and MESSA Expanded Free Preventive list. These are FREE before deductible.	ACA Free Preventive list and MESSA Expanded Free Preventive list. These are FREE before deductible.
Supplemental Plans	Not included	Not included	Included: MESSA's Accident, Critical Illness and Hospital Indemnity plans

ACA = Affordable Care Act

~ Essentials by MESSA Rx and Balance+ Rx plans have several drugs and drug categories that are excluded from coverage, including, but not limited to brand-name drugs that have generic equivalents, erectile dysfunction drugs, brand-name weight loss and prenatal vitamins, and drugs that treat coughs and colds, including most antihistamines.

~ For Saver Rx and ABC Rx, the reduced cost generic drugs at \$2 and brand-name drugs at \$20, include medications for asthma, diabetes, coronary artery disease, high blood pressure and high cholesterol.

~ The MESSA ABC Plan 1 and Balance+ deductible is subject to change each Jan. 1 to remain HSA-compatible, per IRS rules; out-of-pocket maximums may change based on deductible amounts.

If you have any questions, please contact your MESSA Field Representative, Abby Zarimba, at 800-292-4910.

This comparison is provided for informational purposes only and MESSA assumes no responsibility or liability for any errors or omissions in the content. Refer to MESSA.org and the plan booklets for additional information.

Teachers shall be responsible for all medical benefit plan costs in excess of the Board's contribution, as designated above.

These annual employer paid amounts shall adjust annually at the beginning of each medical benefit coverage plan year, to the maximum payment permitted by Section 3 of the Publicly Funded Health Insurance Contribution Act. The medical benefit coverage plan shall run from January 1 to December 31. If premiums fall below the maximum permitted, excess funds will be deposited in member's HSA by the District.

All teacher medical benefit plan cost contributions will be payroll deducted and, at the teacher's option will be processed through the District's Section 125 Plan. If the teacher is on unpaid leave of absence and continues receiving medical benefits, the teacher is responsible for remitting the teacher's contribution towards medical costs directly to the District in a timely manner.

All medical premiums paid by Ithaca Public Schools are subject to maximums imposed by the Publicly Funded Healthcare Contribution Act. If premiums fall below the maximum permitted, excess funds will be deposited in member's HSA by the District.

The Board reserves the right to prorate any member's premium contributions to comply with these maximums, and will notify the member when doing so. Employees may contribute, through payroll deduction or electronic fund transfer, additional funding toward their HEQ HSA up to the maximum amounts allowed by Federal Law. Members are responsible for any penalties imposed by the IRS for exceeding the contribution limits to a HSA.

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

PAK A benefits:

Dental: Delta Dental Classes I, II, III 100%/90%/90%; \$1500 annual maximum  
Class IV (orthodontics): 80%; \$1500 \$2000 lifetime maximum

Vision: MESSA Vision Preferred

Life Insurance/AD&D: \$40,000

Long Term Disability (LTD):

66  $\frac{2}{3}$ %

\$4,500 monthly benefit

30 calendar days modified fill

Family Offset on Social Security

Pre-Existing condition waived

Alcohol/Drug - 2 year max

Mental/Nervous - 2 year max

COLA: yes

SS Freeze: yes

b. PAK B Benefits:

Cash in lieu of benefits is only available to eligible unit employees who voluntarily and in writing opt out of health benefits coverage offered under Plan A and who provide documentation to the Board that the employee is enrolled in other health coverage that meets the minimum value and coverage requirements of the Affordable Care Act. Employees not electing PAK A benefits shall receive the following:

PAK B benefits:

Dental: Delta Dental Classes I, II, III 100%/90%/90%; \$1500 annual max  
Class IV (orthodontics): 80%; \$2000 lifetime max

Vision: MESSA Vision Preferred

Life Insurance/AD&D: \$40,000

Long Term Disability (LTD): 66  $\frac{2}{3}$ %

\$4,500 monthly benefit

30 calendar days modified fill

Family Offset on Social Security

Pre-Existing condition waived

Alcohol/Drug - 2 year max

Mental/Nervous - 2 year max

COLA: yes

SS Freeze: yes

A cash amount of \$400 per month. Cash in lieu payments will be made in equal monthly amounts.

- c. Any changes in coverage must be made with mutual consent between the Board and the Association. Employees shall be responsible for all deductions and co-pays.
2. If a successor agreement has not been reached by the expiration, the Board of Education will retroactively pay the hard-cap including any yearly increase upon ratification of a successor agreement.
  3. The employer has adopted a qualified plan document, which complies with Section 125 of the Internal Revenue Code.

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

4. Should a teacher lose coverage under a spouse's/parent's insurance, premium payment, as defined in this article, will be made for the needed coverage upon acceptance by an approved carrier, subject to the receipt of the employee's contribution, and within 30 days of said event.

5. In the event that a teacher, absent because of illness or injury, has exhausted paid leave accrual, the above mentioned fringe benefits shall continue at Board expense for a period of 30 days, subject to the receipt of the employee's contribution, and within 30 days of said event. Subsequently, if permitted by the carrier, the teacher may continue insurance coverage at his/her expense.
6. Coverage under fringe benefits listed in this Agreement shall commence when the teacher's enrollment form is accepted by the insurance carrier. Coverage will terminate on the date of release and be offered on a pro-rata basis to late-hire and part-time teachers. Upon completion of the school year, including resignations and retirements fringe benefit coverage will terminate at the end of the coverage year (August 31). For any retirement that occurs prior to the end of the normal school year (June 30), coverage shall end on the last day of the month in the final month worked.
7. In the event that any of the benefits provided in this section are deemed to be taxable income by either the state or federal authorities, the Board shall in no case be held liable to compensate for said taxes.

M. Notwithstanding provisions of this Section, the terms of any contract or policy issued by an insurance company hereunder shall be controlling as to all matters concerning benefits, eligibility and termination of coverage and other required matters.

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

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

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

#### **ARTICLE XVI: MISCELLANEOUS PROVISIONS**

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- B. Any individual contract between the Board and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement and any

individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

- C. This Agreement shall supersede any rules, regulations or practices of the Board, which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. During the duration of the Agreement, electronic copies of the agreement will be posted on the website and made available immediately upon approval by the BOE and the IEA.
- F. The Board shall pay for the T.B. tests for employees in positions requiring such tests as scheduled by the school.
- G. Separation Policy - All professional employees are expected to fulfill the terms of their contracts of employment. No professional employee shall discontinue his services with the Ithaca Public Schools, except by mutual consent, without giving written notice to the Board of Education at least sixty (60) days before September 1 of the ensuing year.
- H. Scheduled student days that are canceled because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions (as defined by city, county or state health authorities) will be rescheduled as required to comply with the minimum days and hours of student instruction mandated by law and/or State Board of Education rule and to insure receipt of full state aid by the school district. The canceled student days to be rescheduled will be held by extending the school calendar. Ending dates for trimesters may be adjusted from the original calendar. Rescheduled days will not be taken from scheduled holiday or recess periods except with the mutual consent of the Board and Association. Teachers shall not receive additional compensation for any such rescheduled day.
- I. An Emergency Manager appointed under the Local Financial Stability Act or any successor law shall have authority to reject, modify or terminate the collective bargaining agreement or any terms as provided in that law.
- J. In order to comply with Section 164h of PA 108 of 2017, the Board shall adopt policies to comply with this provision and communicate those policies to the Association.

#### **ARTICLE XVII: SENIORITY, LAYOFFS, AND RECALL**

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

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

- B. The individual contract, executed between each teacher and the employer, is subject to the terms and conditions of this Agreement. It is specifically agreed that this article takes precedence over and governs the individual contract and the individual contract is expressly conditioned upon this article.
- C. Layoff AND Recall of Classroom Teachers
1. Acting within the approved budget, the Superintendent is responsible for establishing the number and nature of teaching assignments to implement the approved curriculum. If the Superintendent determines that insufficient funds are budgeted for the existing classroom teaching staff or that a reduction in classroom teaching staff is necessary due to program, curricular, or other operational considerations, the Superintendent will recommend to the Board the classroom teaching positions to be reduced.
  2. Reduction in force and recall decisions must be made based on classroom teacher effectiveness criteria (effective, developing, needs support) established in Revised School Code Section 1249 and this Article.
  3. Decisions about the reduction and recall of teachers will be guided by the following criteria:
    - a. Retaining the most effective classroom teachers who are certified and qualified to instruct the courses within the curriculum, academic level(s), department(s), and school schedule(s). A probationary classroom teacher rated as “effective” (or highly effective) on the classroom teacher’s most recent annual year-end performance evaluation is not subject to displacement by a tenured classroom teacher solely because the other classroom teacher is tenured under the Teachers’ Tenure Act.
    - b. Classroom teachers must be properly certified and qualified for all aspects of their assignments. The classroom teacher’s certification, authorization, or approval status will be determined by the Revised School Code, MDE’s Teacher Certification Code, MDE’s Rules for Special Education Programs and Services, and other applicable statutes and regulations; and based on documentation on file with the Superintendent’s office.
    - c. A classroom teacher must maintain valid certification, approval, or authorization, as applicable, and is responsible for filing a copy of the certificate, approval, or authorization with the Superintendent’s office in compliance with Revised School Code Section 1532.
    - d. If a classroom teacher petitions for nullification of the teaching certificate or any endorsement, the teacher must promptly provide written notice of that petition to the Superintendent’s office.
  4. In addition, classroom teachers must be fully qualified for all aspects of their teaching assignments, as determined by the Board, based on documentation on file with the Superintendent’s office, including (not in any specific order):
    - a. Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;
    - b. Credentials needed for District, school, or program accreditation;

- c. District-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the classroom teacher's effectiveness in that assignment and is integrated into instruction;
  - d. Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way;
  - e. Recent documented Disciplinary record, if any
  - f. Length of service in a grade level(s) or subject area(s);
  - g. Recency of relevant and comparable teaching assignments;
  - h. Previous effectiveness ratings;
  - i. Attendance and punctuality (not absences using contractually allotted days)
  - j. Compliance with state and federal law.
5. Classroom Teachers must provide the District with current information and documentation supporting the teacher's certification and qualifications.
    - a. Reduction and recall decisions will be based on the classroom teacher's certification and qualifications in the District's records at the time of the decision.
    - b. A laid off classroom teacher must maintain current contact information (address, phone, and email address) with the Superintendent's office.
    - c. Failure to maintain current contact information may negatively impact the teacher's recall.
  6. Length of service within the District will be used as a tiebreaker for layoff decisions if a classroom teacher layoff decision involves two or more equally certified and qualified classroom teachers. Classroom teacher reductions and recalls are by formal Board action.
  7. Before the Board authorizes a classroom teacher reduction, the Superintendent or designee will notify, in writing, the affected classroom teacher of an opportunity to respond, either in person or in writing, to the proposed reduction.
  8. The Superintendent or designee will provide written notice of reduction in force or recall decisions to each affected classroom teacher and Association.
  9. A classroom teacher's length of service with the District as a classroom teacher or tenure under the Teachers' Tenure Act will not be the sole factor in reduction in force and recall decisions.
  10. Classroom teacher reduction in force decisions will be implemented by the following:
    - a. If 1 or more classroom teaching positions are to be reduced, the Superintendent will first identify the academic level(s) or department(s) affected by the reduction. Among those classroom teachers who are certified and qualified to instruct the remaining curriculum across the affected academic areas, selection of a classroom teacher(s) for reduction in force will be based on the factors set forth in this Article.
    - b. Classroom teachers within the affected academic areas who are certified and qualified for the remaining positions will be retained consistent with the factors set forth in this Article.
    - c. When a classroom teaching position is identified for reduction and there exists a concurrently vacant classroom teaching position for which the classroom teacher in the position to be reduced is both certified and qualified, and the classroom teacher has received an overall rating of at least developing on that teacher's most recent year-end performance evaluation, that classroom teacher may be assigned to the vacant position consistent with this Article.
    - d. If more than 1 classroom teacher whose position has been identified for reduction is certified and qualified for a concurrently vacant classroom teaching

assignment, the Superintendent or designee will fill the vacancy consistent with this Article.

- e. If the reduction or recall decision involves more than 1 classroom teacher and all other factors distinguishing those teachers from each other are equal, seniority (as established by the most recent seniority list for the bargaining unit to which the teachers belong or, if none exists, the District's records) will determine preference for reduction or recall.
- f. At least 30 calendar days' notice of reduction in force will be provided to the classroom teacher and Association, absent extenuating circumstances.

#### 11. Classroom Teacher Recall Process

- a. A classroom teacher is eligible for recall under this Article for 18 months from the date the District implemented the reduction in force.
- b. The Superintendent will first identify the academic areas where a teaching vacancy exists.
- c. Before or in lieu of initiating the recall of a laid-off classroom teacher, the Superintendent may reassign teachers to fill vacancies in accordance with this Article.
- d. After any reassignment of existing teaching staff, the Superintendent may take the following action to fill a vacancy: Recall the laid-off classroom teacher who is certified and qualified for the vacancy, provided the classroom teacher was rated at least developing. If more than 1 laid-off classroom teacher is certified and qualified for recall to a vacant teaching assignment, the Superintendent or designee will fill the vacancy consistent with this Article.
- e. The Superintendent or designee will provide written notice of the Board's recall decision to any recalled classroom teachers and will establish the time within which a classroom teacher must accept recall to preserve the teacher's employment rights.
- f. A laid-off classroom teacher who is recalled and fails to accept recall by the time designated in the recall notice, or who does not report for work by the deadline specified in the recall notice after filing a written acceptance of recall with the Superintendent, will forfeit all rights to recall and continued employment unless the Superintendent, in the Superintendent's sole discretion, has extended the time limit in writing.

### **ARTICLE XVIII: CONTINUITY OF OPERATIONS**

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

### **ARTICLE XIX: PROFESSIONAL GRIEVANCE PROCEDURE**

- A. A grievance shall be an alleged violation of the expressed terms of this Agreement.



Should the following matters be the basis of any grievance filed under the procedure outlined in this article, they shall be processed through Level Three, but they shall not be arbitrable:

1. The termination of services of or failure to re-employ any probationary teacher.
2. The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule.
3. Any matter involving the content of teacher evaluation except as required by section 1249 of the Revised School Code.
4. Any matter involving prohibited bargaining subject under the Public Employment Relations Act.

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

- B. The Association shall designate one representative per building to handle grievances when requested by the grievant. No teacher at any stage of the grievance procedure will be required to meet with an administrator without Association representation. The Board hereby designates the principal of each building to act as its representative at Level One as hereinafter described and the superintendent or his designated representative to act at Level Two as hereinafter described.
- C. The term "day" as herein shall mean calendar days excluding Saturdays, Sundays, and holidays.
- D. Written grievances as required herein shall contain the following:
1. It shall be signed by the grievant or the grievants;
  2. It shall be specific;
  3. It shall contain a synopsis of the facts giving rise to the alleged violation;
  4. It shall cite the section or subsection of this Agreement alleged to have been violated;
  5. It shall contain the date of the alleged violation; and
  6. It shall specify the relief requested.

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

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

Level Two - A copy of the written grievance shall be filed with the superintendent or his designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the Association. Within five (5) days of receipt of the grievance, the superintendent or his designated agent shall arrange a meeting with the grievant and/or the designated Association representative at the option of the grievant to discuss the grievance. Within five (5) days of the discussion, the superintendent or his designated agent shall render his decision in writing, transmitting a copy of the same to the grievant, the Association, the building principal in which the grievance arose, and place a copy of same in a permanent file in his office. If no decision is rendered within five (5) days of the discussion or the decision is unsatisfactory to the grievant and the Association, the grievant and the Association may appeal same to a committee of the Board of Education by filing a written grievance along with the decision of the superintendent with the Board, or its designated representative within ten (10) days. The Board Committee shall meet within ten (10) days to hear the grievance.

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

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

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

procedure by this Agreement.

4. After a case on which the arbitrator is powered to rule hereunder has been referred to him/her, it may not be withdrawn by either party except by mutual consent.
  5. The cost of arbitration shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses and legal fees which incur.
- G. The time limits provided in this article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 15, of any year, and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievances prior to the end of the school term or as soon thereafter as possible.
- H. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a teacher or participating Association representatives are to be at their assigned duty station. Except that if at Level Four released time is required before an arbitrator, it shall be granted at the expense of the party he is responding for.
- I. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based.

#### **ARTICLE XX: LEAVE PROVISIONS**

- A. Universal Leave Days (ULD)- Leave time will be granted at the rate of eleven (11) days per year. Staff may use no more than two (2) days before or after holiday break (Labor Day break, Spring break, Christmas break, Thanksgiving break, Memorial Day break, and Easter). Staff may use up to three (3) days consecutively during the year; they may use more days with building principal approval. Unused ULDs will be placed or “rolled” into each staff member’s sick bank every year. Annually, any staff member may use up to 11 ULDs for sick time or personal business days.
- B. When those days have been used up, then staff may use their own sick bank for additional sick time as needed. Leave time will be credited in advance to the teacher each school year. Unused leave time may be accumulated to a total of fifty-five (55) days. In the event a teacher leaves the school system prior to the close of the school year, but after having used leave time granted in advance, a proportionate deduction for the unfilled portion of the contract will be made from the teacher's final pay. Leave time will be deducted only for an absence which occurs on a day for which a teacher would normally be paid. All returning teachers will be notified of accumulated leave no later than the last pay period in September. Leave will count towards a teacher's seniority.
1. A teacher may use their prep period and/or lunch in order to take time off, i.e. for a medical appointment, with approval of an administrator, as long as a sub would not be needed.
  2. In Willsub, options will be changed to include a ¼ day, ½ day, and full day.
- C. Transferring Banked Sick Days: Each year teachers may choose to donate/transfer banked

sick days to a district sick bank based on the criteria and procedures outlined below.

Criteria and Procedures:

1. Illness or physical disability of the teacher - days up to the number needed before qualifying for long-term disability.
2. Illness/long-term care and/or death in the immediate family covered under the Family Medical Leave Act.
3. Extenuating situation as agreed upon by the Superintendent and the Association.
4. Members with a balance of 30 or more sick days (after the transfer is made) may transfer up to a maximum of 10 sick bank days on a voluntary basis.
5. Applications will be submitted by the teacher requesting voluntary transfer of sick days to the IEA president or their designee.
6. The IEA President or their designee will review the application, and meet with the superintendent and central office administrative assistant to determine if the teachers are qualified to transfer days under the above qualification and to make the transfer.
7. Teachers that meet the qualifications listed above can submit a request for additional sick days from the sick bank. District sick bank days start once the teacher has used all of the ULD and personal sick bank days. The application will be submitted to the IEA President or their designee for review and approval. The IEA President or their designee will then meet with the Superintendent and central office administrative assistant to coordinate the transfer of days from the district sick bank to the teacher's sick bank.
8. The maximum number of days that can be used from the district sick bank for an individual teacher in one school year is 55.

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

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

Examples of critical or emergency illness are day(s) in which the person in question is under general anesthesia, taken to the emergency room, admitted for unexpected reasons to the hospital, end of life, hospice/long-term care arrangements needing to be made, etc.

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

5. Emergency leave will count towards a teacher's seniority.

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

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

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

All leave will count towards a teacher's seniority.

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

1. Attendance at conference or visitation is approved by the superintendent or his/her representative prior to attending.
2. Reasonable expenses are supported by expense vouchers and mileage statements.
3. Professional business leave will count towards a teacher's seniority.

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

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

his/her yearly salary level in effect during the term of the leave and full fringe benefits. Sabbatical leave will count towards a teacher's seniority.

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

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

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

- J. Short Term Leave - A short term leave, without pay, may be granted by the Board for a period of less than one semester, for personal reasons. Short term leave will not count towards a teacher's seniority except where it is used to comply with the provisions of the Family Medical Leave Act. In such cases, the leave will count for seniority purposes.
- K. Personal Leave - A leave of absence for personal reasons shall be granted at the discretion of the Board. His/her status (in the fringe benefits area) upon his/her return, shall be that of a new staff member except that all years of service recognized in salary placement prior to the leave be credited. Personal leave will not count towards a teacher's seniority except where it is used to comply with the provisions of the Family Medical Leave Act. In such cases, the leave will count for seniority purposes.
- L. Health Care Leave - A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available, shall be granted a leave of absence without pay for the duration of such illness or disability up to one year; and the Board may extend the leave upon written request by the teacher.

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

- M. Jury Duty - Teachers who are called to jury duty or subpoenaed shall be granted compensable leave during the period required to fulfill this obligation. The financial compensation received for this service will be deducted from their regular pay. Jury duty leave will count towards a teacher's seniority.
- N. Political Leave - A leave of absence may be granted to any teacher upon application for the purpose of campaigning for, or serving in (except when serving in the State Legislature), a public office. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she held at the time of commencing such leave. Political leave will not count towards a teacher's seniority.

## **ARTICLE XXI: NEGOTIATION PROCEDURES**

- A. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may from time to time arise of vital mutual concern of the parties, which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters of substantial changes in working conditions be provided. Thus, by mutual agreement, unique articles or sections may be re-negotiated. It is understood that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to negotiation from time to time during the period of this Agreement upon thirty (30) days written notice by either party.
- B. A reasonable time prior to expiration of this Agreement, upon request of either party, negotiations will be undertaken for an agreement covering the school year. In any event, negotiations should begin not less than sixty (60) days prior to the expiration of this Agreement.
- C. Neither party in any negotiations shall have control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representative from within or outside the school district. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- D. Within a reasonable time after the Agreement has been signed; a copy of the Master Agreement will be made available to each teacher.
- E. During the school year representatives of the Board and the Association bargaining committee may meet periodically for the purpose of reviewing the administration of the Agreement. These meetings are not intended to bypass the grievance procedure nor shall the interaction during these meetings be the basis of a grievance. Should such a meeting result in a mutually acceptable amendment of the Agreement, then the amendment shall be subject to ratification by the Board and the Association provided that the Bargaining Committees shall be empowered to effect temporary accommodations to resolve special problems.

## **ARTICLE XXII: DURATION OF AGREEMENT**

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

Upon ratification by both parties, terms and conditions of the Agreement concerning language and fringe benefits for three-year period, 2024-2025, 2025-2026, and 2026-2027 and shall continue in effect until the 30<sup>th</sup> day of June 2027. A reopener for wages and calendar shall occur in years two and three of the contract. The Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. All other terms and conditions of this Agreement shall take effect upon mutual ratification except that any alleged

grievances under this Agreement occurring between July 1, 2027 and ratification may be pursued through level three (3) of the Grievance Procedure. Grievances alleged to have occurred after the date of ratification would have access to the full Grievance Procedure including arbitration. Insurance coverage shall become effective at the earliest date allowed by the carrier.

Miranda Beach, IEA/MEA/NEA

Steven Netzley, Superintendent

### **ARTICLE XXIII: APPENDICES**

#### **ARTICLE XXIII: APPENDIX - SALARY SCHEDULE A**

The term MA refers to a master's degree from an accredited university program.

The term MA+15 refers to the above-mentioned master's degree plus an additional 15 semester hours of graduate level coursework.

One (1) graduate credit may be substituted by 25 SCECHS/SB-CEUs to qualify for horizontal movement on the salary schedule.

For example:

BA+20 = BA+500 SCECHS/SB-CEUs

MA = 750 SCECHS/SB-CEUs

MA+15 = 1,125 SCECHS/SB-CEUs

Teachers that are in between steps 12, 16, 20, 27, and 30 will receive a one-time payment in the fall of 2024 - 2025 of the prorated additional step of five (5) percent on the index that his/her educational level indicates. The prorated portion will be based on the difference of the previous salary schedule and the new salary schedule for each step completed between the above referenced steps the teacher was as of the 2023-2024 school year.

Example - Teacher completed step 15 in 2023 - 2024. He or she would receive the difference in steps 13, 14, and 15.



**APPENDIX: 2024 - 2025 SALARY SCHEDULE A**

Represents 3% increase and 5% embedded from steps 16, 20, 24, 27, 30.

<b>STEP</b>	<b>BA</b>	<b>BA+20</b>	<b>MA</b>	<b>MA +15</b>	<b>ED.S.</b>
0	41,646	42,875	45,336	45,745	45,950
1	43,697	44,988	47,570	47,998	48,214
2	45,744	47,098	49,804	50,255	50,480
3	47,795	49,207	52,037	52,508	52,742
4	49,844	51,320	54,269	54,762	55,007
5	51,893	53,430	56,504	57,016	57,273
6	53,942	55,541	58,737	59,269	59,535
7	55,992	57,651	60,971	61,522	61,800
8	58,041	59,763	63,204	63,779	64,065
9	60,089	61,872	65,438	66,033	66,330
10	62,139	63,984	67,672	68,286	68,593
11	64,189	66,093	69,905	70,541	70,858
12	66,236	68,205	72,139	72,794	73,122
13	66,783	68,767	72,734	73,395	73,725
14	67,329	69,329	73,330	73,995	74,329
15	67,875	69,893	73,924	74,596	74,933
16	68,422	70,455	74,518	75,197	75,536
17	68,923	70,972	75,066	75,749	76,091
18	69,426	71,489	75,613	76,301	76,646
19	69,929	72,006	76,161	76,854	77,202
20	70,431	72,523	76,708	77,407	77,757
21	70,960	73,067	77,285	77,989	78,341
22	71,488	73,611	77,861	78,569	78,924
23	72,017	74,156	78,438	79,151	79,507
24	72,546	74,701	79,013	79,733	80,091
25	73,427	75,608	79,974	80,703	81,065
26	74,307	76,517	80,935	81,672	82,040
27	75,189	77,424	81,895	82,641	83,014
28	75,790	78,043	82,550	83,302	83,678
29	76,391	78,663	83,205	83,964	84,343
30	76,991	79,282	83,862	84,625	85,008

**ITHACA PUBLIC SCHOOLS  
IEA SALARY SCHEDULE  
2025-2026**

**3.00% Increase**

<b>STEP</b>	<b>BA</b>	<b>BA+20</b>	<b>MA</b>	<b>MA +15</b>	<b>ED.S.</b>
0	42,895	44,161	46,697	47,118	47,329
1	45,008	46,338	48,997	49,438	49,661
2	47,117	48,511	51,298	51,762	51,995
3	49,229	50,683	53,598	54,084	54,324
4	51,339	52,859	55,897	56,405	56,657
5	53,450	55,033	58,199	58,726	58,991
6	55,560	57,207	60,499	61,047	61,321
7	57,672	59,381	62,800	63,368	63,654
8	59,782	61,556	65,100	65,692	65,987
9	61,892	63,728	67,401	68,014	68,320
10	64,003	65,903	69,702	70,334	70,651
11	66,114	68,076	72,002	72,657	72,984
12	68,223	70,251	74,303	74,978	75,315
13	68,787	70,830	74,917	75,597	75,937
14	69,349	71,409	75,530	76,215	76,559
15	69,911	71,989	76,142	76,834	77,180
16	70,475	72,569	76,754	77,453	77,802
17	70,991	73,101	77,318	78,022	78,374
18	71,509	73,634	77,882	78,590	78,946
19	72,027	74,166	78,446	79,160	79,518
20	72,544	74,699	79,009	79,729	80,089
21	73,089	75,259	79,604	80,328	80,691
22	73,633	75,819	80,197	80,927	81,291
23	74,177	76,381	80,791	81,526	81,892
24	74,722	76,942	81,384	82,125	82,493
25	75,269	77,506	81,978	82,724	83,094
26	75,817	78,071	82,572	83,323	83,695
27	76,366	78,636	83,166	83,922	84,296
28	76,916	79,202	83,760	84,521	84,897
29	77,467	79,769	84,354	85,120	85,498
30	78,019	80,337	84,948	85,719	86,099

**APPENDIX: ACADEMIC EXTRA DUTIES SCHEDULE B:**

Annual - High School	5.0% (7.0% if out of school time)
Annual - Junior High School	2.0% if out of school time
Journalism	5.0% (7.0% if out of school time)
Debate	4.0 - 7.0%
Forensics	4.0%
Drama Coach of Drama Class Production	3.0% (3 Act-Approved for Community Admission)
Drama Coach of an All School Production	6.0%
Assistant Drama Coach	4.0%
Stage Manager	3.0%
Area Academic Team Event Coordinator or Director	0.5%
FFA	7.0%
Band	4.0% High School, 4.0% Junior High
Jazz Band	4.0%
Choral	5.0%
Freshman Advisor	2.0% (2)
Sophomore Advisor	2.0% (2)
Junior Advisor	3.0% (2)
Senior Advisor	3.0% (2)
Clubs Approved	1.0%
Student Council	3.5% High School, 1.5% Jr. High
Elementary Student Council	1.0%
Safety Patrol	2.0%
Olympics of the Mind	1.5% per team
Business Professionals of America Advisor	3.0%
Area/League Academic Teams:	
Quiz Bowl	2.0% Varsity, 1.0% Junior Varsity
Science Olympiad	2.0%
Model UN	2.0%
Youth in Government	2.0%
Language Arts	2.0%
Computers	1.5%
After School Art ( <i>if approved</i> )	Professional Hourly Rate
Guided Study	Professional Hourly Rate
Department Heads	1.4%
Grade Level Chairs	1.4%
Technology Coordinator	1.4%
Co-op	3.0% (when not a class)
National Honor Society	3.0%
School Improvement Building Chair	2.0%
School Improvement Goal Area Chair	1.0%
Jumbotron Operators (2)	5% each - maximum of 18 annual events
Jr. High Model UN	1.5%
Jr. High Youth and Government	1.5%
Jr. High Science Olympiad	1.5%

7 <sup>th</sup> Grade Department Chairperson	1.4%
8 <sup>th</sup> Grade Department Chairperson	1.4%
High School Robotics Coach	8.0%
Jr High Robotics	4.0%
Elementary Robotics Coach	4.0%
Mentor teachers	\$500 per year for each mentee
6 <sup>th</sup> Grade Camp Attendance	Professional Hourly Rate X 16 hours X number of overnight stays. This compensation is only for 6 <sup>th</sup> grade teachers attending camp and any other teachers that are mandated to attend camp.

The percentage amount shall be computed on the experience level in the activity based on the BA schedule.

**Summer Positions:**

Band, Agriculture, Elementary Summer Ed. Program and other approved positions.

The summer position amounts shall be the professional hourly rate.

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

**APPENDIX: COACHING/ATHLETIC EXTRA DUTIES SCHEDULE B**

Athletic Director	11.5%
Assistant Athletic Director	7.0%
Equipment Manager	8.5%
Head Football Coach	11.2%
Assistant Football Coach	7.7%
Head Basketball Coach	11.2%
Junior Varsity Basketball Coach	8.5%
Freshman Basketball Coach	6.9%
7 <sup>th</sup> or 8 <sup>th</sup> Grade Basketball Coach	4.6%
Varsity Baseball Coach	8.0%
Junior Varsity Baseball Coach	5.0%
Varsity Softball Coach	8.0%
Junior Varsity Softball Coach	5.0%
Varsity Track Coach	8.0%
Assistant Track Coach	4.0%
Junior High Track Coach	4.0%
Cross Country Coach	8.0%
Junior High Cross Country Coach	4.0%
Wrestling Coach	10.0%
Assistant Wrestling Coach	4.0%
Junior High Wrestling Coach	4.0%
Tennis Coach	8.0%
Junior Varsity Tennis Coach	4.0%
Golf Coach	8.0%
Junior Varsity Golf Coach	4.0%
Volleyball Coach	10.0%
Junior Varsity Volleyball Coach	6.0%
9 <sup>th</sup> Grade Volleyball Coach	5.0%
Junior High Volleyball Coach	4.6%
Cheerleader Advisor: Fall Sideline	7.0%
Winter Competitive & Sideline	7.0%
Junior Varsity & 9 <sup>th</sup> Grade Advisor	5.0%
Junior High Advisor	4.0%
Pom Pom Advisor	7.0%
Soccer	8.0%
Varsity Bowling Boys	8.0%
Varsity Bowling Girls	8.0%

The percentage amount shall be computed on the experience level in the activity based on the BA schedule.

## APPENDIX: 2024 - 2025 CALENDAR

The parties agree to form a committee of two administrators and two association employees to meet no later than March 1 of each calendar year for the duration of the Agreement to discuss the calendar for the upcoming school year. The committee shall discuss to ensure that the District meets the instructional hours and days required under State law.

**ITHACA PUBLIC SCHOOLS**  
**2024-2025 SCHOOL CALENDAR**  
 180 Student days (175 full days and 5 – ½ Days)  
 185 Teacher Days (5 professional development days)

<b>Date</b>	<b>Day</b>	<b>Event</b>
August 20	Tuesday	Professional Development Day
August 21	Wednesday	Professional Development Day
August 22	Thursday	Teacher Work Day (Open Houses: South 5:30, North 6:00, JH/HS 6:30)
August 23	Friday	Professional Development Day – ½ day
August 26	Monday	Students First Day
August 30	Friday	NO SCHOOL
September 2	Monday	NO SCHOOL
October 10	Thursday	Junior/Senior High – Parent-Teacher Conferences: 5:00 - 8:00
October 23	Wednesday	K-6 Grades - Parent-Teacher Conferences: 5:00 - 8:00
October 24	Thursday	1/2 Day Students – K-6 Grades Conferences: 1:00-3:30 & 5:00-8:00
October 25	Friday	NO SCHOOL
November 5	Tuesday	Professional Development Day
November 15	Friday	NO SCHOOL
November 21	Thursday	Exams – Junior/Senior High
November 22	Friday	1/2 Day Students – Exams, 1/2 day Teacher Work Day End of the 1 <sup>st</sup> Trimester
November 25	Monday	2 <sup>nd</sup> Trimester Starts
November 27	Wednesday	1/2 Day for All
November 28-29	Thurs-Fri	NO SCHOOL
Dec 23-Jan 3	M-F, M-F	NO SCHOOL – Holiday Break
January 6	Monday	School Resumes
January 16	Thursday	Junior/Senior High – Parent-Teacher Conferences: 5:00 - 8:00
January 20	Monday	Professional Development
March 6	Thursday	Exams – Junior/Senior High
March 7	Friday	1/2 Day Students – Exams, 1/2 Professional Development Day End of the 2 <sup>nd</sup> Trimester
March 10	Monday	3 <sup>rd</sup> Trimester Starts
March 24-28	M-F	NO SCHOOL – Spring Break
March 31	Monday	School Resumes
April 17	Thursday	Junior/Senior High – Parent-Teacher Conferences: 5:00 – 7:30
April 18	Friday	NO SCHOOL
May 22	Thursday	Graduation
May 26	Monday	NO SCHOOL – Memorial Day
June 5	Thursday	Exams – Junior/Senior High
June 6	Friday	1/2 Day Students – Exams, 1/2 Day Teacher Work Day End of the 3 <sup>rd</sup> Trimester
		<b>Trimester 1    58 Full Days and 2 – ½ Days</b>
		<b>Trimester 2    60 Full Days and 2 - ½ Day</b>
		<b>Trimester 3    57 Full Days and 1 - ½ Day</b>

**APPENDIX: PROBATIONARY TEACHER CONTRACT**  
PROBATIONARY TEACHER CONTRACT

**THIS CONTRACT** made and entered into this **June 24, 2024**, by ITHACA PUBLIC SCHOOLS (hereinafter referred to as the "District") and *insert name here* (hereinafter referred to as the "Probationary Teacher")

**WITNESSETH:** It is agreed by and between the District and Probationary Teacher as follows:

1. The District and Probationary Teacher agree, pursuant to Sections 11a and 1231 of the Revised School Code, to enter into this Contract of Employment for the period commencing on **August 20, 2024** and concluding on **June 6, 2025**.
2. A Probationary Teacher acknowledges that his/her services are retained on a probationary basis and are subject to a maximum applicable probationary period as set forth in the Teachers' Tenure Act.
3. A Probationary Teacher represents that he/she possesses the requisite certification and qualifications for the teaching position to which he/she is assigned. Furthermore, the Probationary Teacher agrees that he/she shall maintain such certification and qualifications as a condition of his/her continued employment. This Contract may be terminated without liability in the event the Probationary Teacher's certificate or other qualifications expire by limitation and are not immediately renewed or extended, or are suspended or revoked.
4. A Probationary Teacher agrees to perform his/her job functions and duties, as established by the District, to comply with the requirements of the Revised School Code and other applicable laws and regulations, to implement and fulfill the policies as established by the District's Board of Education and to follow the directives, rules and regulations developed by the District's administrative staff, and to otherwise carry out the District's educational programs, services and policies during the term of this Contract.
5. A Probationary Teacher is subject to placement, assignment and transfer as the District shall prescribe through its Superintendent (or his/her designee) and in accordance with this agreement.
6. A Probationary Teacher agrees and acknowledges that his/her services and this Contract may be terminated without liability during its term under the provisions of applicable District policy for any reason that is not arbitrary or capricious including, without limitation, terminations attributable to job performance, misconduct or reductions in personnel. Additionally, the Probationary Teacher's services are subject to non-renewal in accordance with the procedures set forth in the Teachers' Tenure Act.
7. A Probationary Teacher shall receive salary compensation at the annual rate of (\$) based upon 185 days of work during the term of this Contract to be remitted on the payroll cycle established by the District. The annual salary rate to be paid to Probationary Teacher has been determined based upon the following:

Salary Column/Step: \_\_\_\_\_ step \_\_\_\_\_

Annual Salary Rate: \$ \_\_\_\_\_

Probationary Teachers shall be entitled to enroll in insurance programs and to receive other benefits as remuneration according to and subject to applicable terms of any collective bargaining agreement in effect (or which may be in effect) during the term of this Contract between the District and the legally recognized exclusive bargaining representative of Probationary Teacher.

8. This Contract is subject to the provisions and conditions of the collective bargaining agreement between the District and the Ithaca Education Association, MEA/NEA, which may be in effect during the term of this Contract, provided that the Probationary Teacher is within the bargaining unit covered by that collective bargaining agreement. If the terms and conditions of employment set forth in the collective bargaining agreement conflict with the provisions of this Contract, the terms of the collective bargaining agreement shall supersede and control to the extent of any such conflict, except with respect to any matters which are prohibited subjects of bargaining under Section 15(3) of the Public Employment Relations Act, all of which are hereby specifically reserved to the authority of the District.
9. This Contract and the collective bargaining agreement referenced in paragraph 8 contain the entire agreement and understanding by and between the District and Probationary Teacher with respect to the employment of Probationary Teacher and no other representations, promises, or understandings, written or oral, shall be of any force or effect. All prior contracts or other agreements pertaining to, connected with, or arising in any manner out of the employment of Probationary Teacher by the District, are hereby terminated and shall hereafter be of no force or effect whatsoever.
10. No change or modification of this Contract shall be valid or binding unless it is in writing and signed by the Probationary Teacher and the District. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provision of this Contract at such time or at any other time.
11. If any provision(s) of this Contract becomes illegal, unenforceable or void due to an unappealed order of a court of competent jurisdiction or through legislative enactment, this Contract shall continue in full force and effect without said invalid provision(s).
12. Said sum (total salary) shall be paid in equal installments, the first payment to be made about September 1, 2024 with subsequent payments to be made as follows:  

          21 pays or          26 pays
13. By their respective signatures below, the District and Probationary Teacher agree to the terms and conditions of this Contract.

**ITHACA PUBLIC SCHOOLS**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

*Superintendent of Schools*

By: \_\_\_\_\_

*Teacher*



**APPENDIX: TENURE TEACHER CONTRACT**

TENURE TEACHER CONTRACT

**THIS CONTRACT** made and entered into this **June 24, 2024**, by ITHACA PUBLIC SCHOOLS (hereinafter referred to as the "District") and ***insert name here*** (hereinafter referred to as the "Teacher")

**WITNESSETH:** It is agreed by and between the District and Tenured Teacher as follows:

1. The District and Teacher agree, pursuant to Sections 11a and 1231 of the Revised School Code, to enter into this Contract of Employment for the period commencing on **August 20, 2024** and concluding on **June 6, 2025**.
2. A Teacher represents that he/she possesses the requisite certification and qualifications for the teaching position to which he/she is assigned. Furthermore, the Teacher agrees that he/she shall maintain such certification and qualifications as a condition of his/her continued employment. This Contract may be terminated without liability in the event the Teacher's certificate or other qualifications expire by limitation and are not immediately renewed or extended, or are suspended or revoked.
3. A Teacher agrees to perform his/her job functions and duties, as established by the District, to comply with the requirements of the Revised School Code and other applicable laws and regulations, to implement and fulfill the policies as established by the District's Board of Education and to follow the directives, rules and regulations developed by the District's administrative staff, and to otherwise carry out the District's educational programs, services and policies during the term of this Contract.
4. A Teacher is subject to placement, assignment and transfer as the District shall prescribe through its Superintendent (or his/her designee) and in accordance with this Agreement.
5. A Teacher agrees and acknowledges that his/her services and this Contract may be terminated without liability during its term under the provisions of applicable District policy for any reason that is not arbitrary or capricious including, without limitation, terminations attributable to job performance, misconduct or reductions in personnel. Additionally, the Teacher's services are subject to non-renewal in accordance with the procedures set forth in the Teachers' Tenure Act.
6. A Teacher shall receive salary compensation at the annual rate of (\$) based upon 185 days of work during the term of this Contract to be remitted on the payroll cycle established by the District. The annual salary rate to be paid to Teacher has been determined based upon the following:

Salary Column/Step:            \_\_\_\_\_ step \_\_\_\_\_

Annual Salary Rate:            \$ \_\_\_\_\_

Teachers shall be entitled to enroll in insurance programs and to receive other benefits as remuneration according to and subject to applicable terms of any collective bargaining

agreement in effect (or which may be in effect) during the term of this Contract between the District and the legally recognized exclusive bargaining representative of the Teacher.

7. This Contract is subject to the provisions and conditions of the collective bargaining agreement between the District and the Ithaca Education Association, MEA/NEA, which may be in effect during the term of this Contract, provided that the Teacher is within the bargaining unit covered by that collective bargaining agreement. If the terms and conditions of employment set forth in the collective bargaining agreement conflict with the provisions of this Contract, the terms of the collective bargaining agreement shall supersede and control to the extent of any such conflict, except with respect to any matters which are prohibited subjects of bargaining under Section 15(3) of the Public Employment Relations Act, all of which are hereby specifically reserved to the authority of the District.
8. This Contract and the collective bargaining agreement referenced in paragraph 7 contain the entire agreement and understanding by and between the District and Teacher with respect to the employment of Teacher and no other representations, promises, or understandings, written or oral, shall be of any force or effect. All prior contracts or other agreements pertaining to, connected with, or arising in any manner out of the employment of Teacher by the District, are hereby terminated and shall hereafter be of no force or effect whatsoever.
9. No change or modification of this Contract shall be valid or binding unless it is in writing and signed by the Teacher and the District. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provision of this Contract at such time or at any other time.
10. If any provision(s) of this Contract becomes illegal, unenforceable or void due to an unappealed order of a court of competent jurisdiction or through legislative enactment, this Contract shall continue in full force and effect without said invalid provision(s).
11. Said sum (total salary) shall be paid in equal installments, the first payment to be made about September 1, 2024, with subsequent payments to be made as follows:  

         **21 pays** or          **26 pays**
12. By their respective signatures below, the District and Tenured Teacher agree to the terms and conditions of this Contract.

**ITHACA PUBLIC SCHOOLS**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
*Superintendent of Schools*

By: \_\_\_\_\_  
*Teacher*