

1969-70

*Ithaca*

1969-70

M A S T E R A G R E E M E N T

1969 - 1970

Ithaca Education Association  
and  
Ithaca Board of Education

*Ithaca Bd. of Edu.*

*MEA  
1216 KENDALE  
E. LANS., MI.  
48824*

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OFFICE OF  
PROFESSIONAL NEGOTIATIONS

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PROFESSIONAL EMPLOYMENT AGREEMENT

1969-70

This agreement entered into this 14th day of July, 1969, between the Board of Education of the Ithaca Public Schools, Ithaca, Michigan, hereinafter called the "Board," and the Ithaca Education Association, hereinafter called the "Association."

W I T N E S S E T H:

WHEREAS, The Board and Association have a common concern in providing quality education for children; and

WHEREAS, the Board and Association believe that the best interests of education will be served by establishing procedures to bargain with teacher representatives on matters of common concern and to provide orderly channels for appeals should any differences not be resolved; and

WHEREAS, the Association has been recognized by the Board as the exclusive bargaining agents of the teachers for 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 desire to incorporate such agreement and other matters into formal contract;

THEREFORE, the parties agree as follows:

## ARTICLE I

### Recognition

A. The Board recognizes the Association as the sole and exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965 with respect to wages, hours, and working conditions for all professional personnel, including personnel on tenure, probation and counselors with the exception of executive, supervisory personnel, office and clerical personnel. Membership in the Association shall not be used as a point of discrimination in the rights, benefits, or obligations under this contract. Parttime personnel 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 and will endeavor to seek assistance from the Association prior to instituting new policies.

D. The Board recognizes the rights granted to teachers hereunder shall be deemed to be in addition to those provided under the Michigan General School Laws.

## ARTICLE II

### Association and Teacher Rights

- A. The Board agrees that it will not discriminate against any teacher because of his membership in the Association or his participation in the lawful activities of the Association.
- B. The Association and its representatives shall have the right to use school buildings at no charge provided that the principal of the building is informed, that extra maintenance or service costs shall be paid by the Association, and that such use will not interfere with other scheduled activities.
- C. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property provided that this shall not interfere with or interrupt normal school operations or fulfillment of 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 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 certificated 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 every effort to advise the Association of any new or revised fiscal, or budgetary programs, or major revisions of educational policy.

### 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, 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.

## ARTICLE IV

### Academic Freedom and Professional Behavior

- A. Academic freedom shall be guaranteed to teachers and shall be subject only to accepted standards of professional educational responsibility as determined by the Board and the Association.
- B. Teachers are expected 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 or is professionally demeaning.
- C. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline shall be promptly reported by the Administration to the offending teacher and to the Association. Formal reprimand or disciplinary action shall be preceded by written notice to the teacher and the Association. The Association will use its best efforts to correct breaches of professional behavior by any teacher and, in appropriate cases, the Board may institute proceedings or take disciplinary action against the offending teacher.
- D. A teacher shall at all times be entitled to have present a representative of the Association when he is being formally reprimanded, or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.
- E. No teacher shall be disciplined, reprimanded, reduced in compensation or deprived of any professional advantage without just cause. Discharge, or demotion, shall be subject to the Tenure Act. All information forming the basis for disciplinary action will be made available to the teacher and, at the request of the teacher, to the Association.

ARTICLE V

Deductions for Professional Dues

A. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association, including the NEA and MEA. Such authorization shall continue in effect from year to year unless revoked in writing. Pursuant to such authorization, the Board shall deduct one-tenth of such dues from the second regular salary check of the teacher each month for ten months, beginning in September and ending in June of each school year. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments by the following June. The Board agrees promptly to remit to the respective Associations all moneys so deducted, accompanied by a list of teachers from whom the deductions have been made.



ARTICLE VI

Teaching Hours

A. Teachers shall be required to report for duty by 8:10 in the morning except for prearranged 8:00 A.M. teacher meetings not to exceed two per month. Teachers shall be permitted to leave 20 minutes after close of the pupils' regular school day. Teachers are encouraged to remain for a sufficient period after the close of the pupils' school day to attend to those matters which properly require attention at that time, including consultations with parents when scheduled directly with the teacher, except on Fridays or on days preceding holidays or vacations, the teacher's day shall end after the buses have departed.

B. 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. Assignment to a supervised study period shall be considered a teaching period for the purposes of this Article.

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

D. Elementary teachers will be provided two fifteen minute duty-free periods each day. In addition, elementary teachers may use for preparation all time during which their classes are receiving instruction from various teaching specialists. Elementary teachers shall be scheduled for a thirty-minute conference or preparation period per day.

E. Teachers of music, art, laboratory sciences, and reading consultants shall be provided with relief and preparation time to the same extent as other teachers in the district.

F. No departure from these norms, 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.

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

$$\frac{\text{Contractual Salary}}{\text{Number of periods in the normal school day X the number of days in session}}$$

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

ARTICLE VII

Class Load and Teaching Conditions

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

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

1. <u>Elementary</u>	<u>Maximum</u>
Kindergarten	25/teacher
First-Third Grade	25/teacher
Fourth-Sixth Grade	28/teacher
2. <u>Secondary</u>	<u>Maximum</u>
English Literature	28/teacher
English Composition	20/teacher
Social Studies	25/teacher
Mathematics	25/teacher
Science	25/teacher
Language	25/teacher
Business	25/teacher
Typing I	30-32/teacher
Typing II	26/teacher
Industrial Arts	24/teacher
Drafting	24/teacher

Homemaking	24/teacher
Music	175 students/day/teacher
Art	25/teacher
Physical Education	45/teacher

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

C. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and 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.

E. Under no condition shall a teacher be required to drive a school bus as part of his regular assignment.

F. The Board shall make available in each school adequate lunchroom, restroom and lavatory facilities exclusively for teacher use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge in which smoking shall be permitted. Provision for such facilities will be made in all future building.

G. Semi-private telephone facilities shall be made available to teachers for their reasonable use. Extensions should be placed at strategic locations in each building.

ARTICLE VIII

Department Chairmen

A. Teachers in any department in the junior or senior high school level shall each year select from among their numbers nominee(s) for the department chairmanship. The junior and senior high principals will then select the department chairman.

B. Specific duties of the department chairmen shall be determined by the Association and the Board or its designated representative. The department chairman shall, in addition, exercise coordinating and administrative functions within the department, serving as liason between the teachers of the department and the school administration. Such chairmen shall not be considered as supervisory employees.

C. The following departments shall be established at the secondary level:

Language Arts	Business Education
Social Studies	Practical Arts
Mathematics	Fine Arts
Science	Physical Education

D. Any person selected to head the following departments shall be reimbursed on the following schedule:

Language Arts	\$200	Business Education	\$200
Social Studies	\$200	Practical Arts	\$200
Mathematics	\$200	Science	\$200

E. Nor more than two months prior to the close of each school year, all departmental chairmen will meet with the secondary administration for the purpose of presenting departmental budget requests. Any additional area which needs budgetary consideration will also be included.

## ARTICLE IX

### Student Discipline and Teacher Protection

- A. Classroom discipline is basically a professional responsibility of the teacher. The Board recognizes its responsibility to give full support and assistance to teachers with respect to the maintenance of control and discipline in the classroom when such discipline is exercised in accordance with District policies, rules and procedures.
- 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 counselling and interviews with the child and his parents when warranted. A teacher may exclude a pupil from one class when the grossness of the offense, the 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 teaching obligations will allow, full particulars of the incident. Suspension of students from school may be imposed only by a principal or his designated representative.
- D. Teachers have every right to defend themselves in the case of physical assault. Teachers shall receive all possible legal assistance from the Board in case of injury or court action resulting from such incidences. Use of reasonable physical force to restrain a student or stop a fight is permissible.
- E. Time lost for a court appearance ordered by subpoena in a school connected legal action shall not be charged against a teacher's leave time.
- F. Time lost because of injury compensable under Workmen's Compensation shall be reimbursed by Workmen's Compensation. The injured teacher shall be entitled to the difference between Workmen's Compensation and his regular salary to the extent of the personal leave available. (Charges against personal leave in such a situation shall be for only such portion of a day or days as is not paid by Workmen's Compensation.)
- G. Complaints of a parent, directed toward a teacher, shall be called to his attention promptly. This notification should be as a matter of information and may not necessarily require corrective action or recording. Any formal action taken upon any complaint by a parent of a student directed toward a teacher, or any notice thereof to be included in said teacher's personnel file must be promptly reported in writing to the teacher concerned. If the Administration feels that unprofessional behavior is involved, the Association shall be notified.

ARTICLE X

Special Teaching Assignments

A. Assignments for the Adult Education, Driver Education, and Summer School programs will be made by the Board on the basis of preference to teachers possessing the necessary training, qualifications, experience, and regularly employed in the district during the normal school year. Teachers shall be compensated for teaching in any of such programs at the rate set forth in salary schedule ED-4.

B. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call before 7:30 a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the Board or its designated administration to arrange for a substitute teacher.

C. Supervision by a teacher of a student teacher shall be voluntary. A teacher shall receive the sum of \$25 paid by the college or university for the supervision of a student teacher and any excess reimbursement shall be available for the purchase of teaching materials for his classroom.

ARTICLE XI

Special Student Program

The parties recognize that children having special physical, mental, and emotional problems may require specialized classroom experience and that their presence in regular classrooms may interfere with the normal instructional program and place extraordinary and unfair demands upon the teacher. Therefore:

1. The Board agrees to provide special education facilities and staff for special education students of junior and senior high school age, provided properly certified personnel can be employed.
2. Whenever it appears that a particular pupil requires the attention of special counsellors, social workers, law enforcement personnel, physicians or other professional persons, the administration will take reasonable steps to aid the teacher in his responsibilities with respect to such pupil.
3. When a teacher has one or more pupils in class who constitute serious behavioral 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.

ARTICLE XII

Qualifications and Assignments

A. The employment of teachers upon special certificates is to be permitted only in cases of absolute necessity. Any new teacher who is employed by the Board for a regular teaching assignment who does not hold a bachelor's degree and a provisional or permanent certificate from an accredited college or university will be employed for not more than two consecutive years.

B. Teachers shall not be assigned outside the scope of their teaching certificates and their major or minor fields of study except temporarily and for good cause, and the Association shall be so notified in each instance, along with written statement of reasons for such assignment. Temporary shall be defined for the purposes of this article as not to extend beyond the current year.

C. All teachers shall be given written notice of their tentative schedules for the forthcoming year as early as possible. In the event that changes in such schedules are made, all teachers affected will be advised promptly of the change and the necessity for such change.

D. All teachers are expected to assume their proportionate share of extra-curricular responsibilities. Assignment in addition to the normal teaching load shall be offered the staff with preference for a responsibility granted and assignment made on the basis of qualifications. Final assignment will be made by the Administration. In the event that extra-curricular responsibilities deemed desirable by the Board are not assumed by volunteers, the Administration shall assign such responsibility to members of the staff who have not assumed a voluntary assignment during the school year. Reimbursements for extra-curricular responsibilities will be in accordance with salary schedule ED-4. Rights to make assignments listed under ED-4 annually shall remain with the Board.



## ARTICLE XIII

### Vacancies, Promotions and Transfers

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

B. The Association recognizes that when vacancies occur, it may be difficult to fill them from within the district without undue disruption to the existing instructional program. If the superintendent in his reasonable judgment so determines, such a vacancy may be filled from without the district staff on a temporary or tentative basis until the end of the current school year at which time the position will be considered vacant.

C. The Board declares its support of a policy of filling vacancies, including vacancies in supervisory positions, from within its own teaching staff. Whenever a vacancy arises or is anticipated, the superintendent shall promptly notify the Association which shall solicit applications from interested teachers, and shall promptly advise the superintendent of applicants for such position. Vacancies shall be filled on the basis of competency and qualifications of the applicant and other relevant factors.

D. An involuntary transfer will be made only in case of emergency or to prevent undue disruption of the instructional program. The superintendent shall notify the affected teacher in writing of the reasons for such transfer. The affected teacher may notify the Association of these reasons. If the teacher objects to such transfer for the reasons given, he may present in writing his objections to the Board for their review. Request for such consideration will be presented to the superintendent by the Thursday preceding their next scheduled regular meeting so that it may be presented as an agenda item.

## ARTICLE XIV

### Teacher Evaluation

- A. The work performance of all teachers shall be evaluated in writing. Probationary teachers shall be evaluated at least three times during the school year; one month following the teacher's commencement of service, within three months after the teacher's commencement of service, and ninety days prior to the end of the probationary school year. Tenure teachers shall be evaluated at least once in every two years.
- B. Evaluations shall be conducted by the teacher's immediate supervisor or an administrator working in the same building or otherwise familiar with the teacher's work, who shall be designated by the Board.
- C. Observation shall be made in person for a total of thirty minutes. All monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems and similar surveillance devices shall be strictly prohibited.
- D. A copy of the written evaluation shall be submitted to the teacher at the time of each personal interview or within one day thereafter, and the teacher shall have the opportunity to review the evaluation report and affix his signature indicating he has received such an evaluation report. In the event that the teacher feels his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report which will be placed in his personal file. All evaluations shall be based upon valid criteria for evaluating professional growth. It is agreed that the criteria developed by the staff and Administration shall be considered as valid criteria.
- E. No later than March 15th of each probationary year the final written evaluation report will be furnished to the superintendent covering each probationary teacher. A copy shall be furnished to the teacher. The teacher may submit additional information to the superintendent which will be placed in the teacher's personal file. In the event a probationary teacher is not continued in employment, the Board will advise the teacher in writing.
- F. Each teacher may upon request review his annual TB report and required medical information, all teacher evaluation reports, copies of annual contracts, transcript of academic record, tenure recommendation, and records of extra-curricular activities.

ARTICLE XV

Professional Compensation

- A. The basic salaries of teachers covered by this Agreement are set forth in Schedule SS-4 which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.
- B. All teachers newly employed shall be given up to 8 years credit on the Salary Schedule set forth in Schedule SS-4 for full years of outside teaching experience in any school district in the State of Michigan and other teaching experience for which credit is allowed. If teaching service has been interrupted by a period of more than five years, experience prior to the interruption shall be credited on a 50% basis.
- C. Placement on the salary schedule will be determined by the teacher's academic standing at the beginning of the school year.
- D. Teachers involved in extra duty assignments set forth in Schedule ED-4 which is attached to and incorporated in the Agreement, shall be compensated in accordance with the provisions thereof. All teachers shall be compensated in accordance with the provisions of this Article and the annexed Schedules without deviation.
- E. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance of ten cents per mile. The same allowance shall be given for use of personal cars for field trips or other business of the district.
- F. Teachers may elect to have their pay in 22 or 26 installments to be paid every other Friday.
- G. The Board agrees to furnish to all fulltime teachers the choice of one of the following options:
1. Ten dollars per month to be applied towards medical-hospitalization insurance available through payroll deduction commencing with the teacher's first payroll period of the school year and terminating with the inception of the first pay period of the next school year.
  2. A \$10,000 term life insurance policy commencing with the teacher's first payroll period of the school year and terminating with the inception of the first pay period of the next school year.

ARTICLE XVI

Miscellaneous Provisions

A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

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

C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

E. During the duration of the Agreement, copies of the agreement shall be printed at the expense of the Board and presented to all teachers employed by the Board. One copy of the agreement shall be made available for examination by any new teacher considering employment in this district.

F. Should substantial and unforeseen changes in student population or other conditions make necessary a general reduction in the number of teachers employed by the Board, the Board will retain, as nearly as possible, those teachers with permanent teaching certificates having the longest service in the district. The Association and Board will, if requested, use their best efforts to assist all teachers terminated for lack of work to secure employment in adjacent school districts upon terms and conditions as nearly comparable as possible. Nothing herein shall relieve the Board from fulfilling the terms of any contract with a teacher, consistent with law.

## ARTICLE XVII

### Continuity of Operations

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

B. The Board agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.

## ARTICLE XVIII

### Professional Grievance Procedure

A grievance shall be defined as an alleged violation of this agreement. The Association shall designate one Association representative per building to handle grievances and a designated alternate to act in the case of his absence, and shall inform the administration of the names of said representatives not less than ten days prior to the beginning of the school year. The term grievant shall refer to the teacher and/or the designated Association representative.

The failure of a grievant to appeal a decision to the next higher step within proper time limits shall constitute acceptance of the last written decision and shall bar future action on that particular grievance. The failure of an administrator at any level to communicate his decision to the grievant within the proper time limits shall permit the grievant to proceed to the next step within the time allowed had the decision been rendered on time.

Written grievances as required herein shall contain the following:

1. It shall be signed by the grievant or 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 subsections of this contract (or the written board policy) alleged to have been violated;
5. It shall contain the date of the alleged violation;
6. It shall specify the relief requested.

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.

Should a teacher, group of teachers, or the Association feel that a violation is in evidence, the following procedure shall be followed:

- (Step 1) The teacher or teachers shall notify the designated representative of the Association of his grievance and may request his presence at the presentation of the grievance or proceed to Step 2 with the designated representative at the teacher's option. The designated Association representative may be present at any adjustment of the alleged grievance at any level.
- (Step 2) The grievant will discuss the grievance informally with the teacher's principal within ten working days of the alleged violation. If no satisfactory conclusion is reached following this discussion, the grievant may proceed to Step 3.

- (Step 3) The grievant will present the alleged violation in writing to the superintendent within ten working days following the discussion with the principal and request an interview. This interview must be granted within five working days after the written request has been filed with the superintendent. A decision in writing by the superintendent shall be given to the employee and the designated Association representative within five working days after the hearing. If this decision is not satisfactory, the grievant may proceed to Step 4.
- (Step 4) The grievant will file his alleged grievance in writing, countersigned by the Association representative, with the secretary of the Board within five working days after receipt of the decision of the superintendent. Within 15 working days of the receipt of the grievance, the Board shall meet at a regular or special meeting to arrive at a decision which shall be final unless changed as set forth in Step 5. The grievant shall have the right to a conference with the Board in executive session at this meeting. The Board's decision shall be communicated to the grievant, in writing, within five days of such Board meeting. (Defined as five working days.)
- (Step 5) The grievant may file the grievance with the State Mediation Board as provided by law. Should a teacher withdraw a grievance or leave the employ of the Board, all further proceedings on that grievance shall cease except in those grievances involving a financial return to the teacher.

ARTICLE XIX

Board Policies

The Board accepts the responsibility to provide a copy of Board policies to each principal and a copy to each teacher.

Physical Examination

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Physical examinations will be required for all fulltime employees. All certificated personnel currently teaching in the Ithaca Public School system are required to have a physical examination once every two years.

The Board of Education will contribute up to \$10 toward the cost of said physical providing it is conducted by a licensed physician. The individual employee may select his or her own doctor.

Statement of examination and billing is to be turned in to the superintendent's office on or before the last pay period in September. Failure to comply will result in wages being withheld until such statement is received by the superintendent's office.

Separation Policy

4119

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 1st of the ensuing year.

All teaching personnel who reach the age of 65 prior to June 30, 1964 will be automatically released for retirement at that time. Any employee who reaches the age of 65 after June 30, 1964 will terminate his employment on the last day of the school year during which he attained that age.

Adopted: 5/7/63  
Amended: 7/18/66

Deductions for Absences and Leaves

A professional staff member who is on leave of absence or is absent from school without approval of his building principal or is absent for reasons other than those covered by the policies of the school will not be paid for the time he was absent. The amount deducted shall be based on a per day figure arrived at by dividing the teacher's contract salary by the number of days of membership stated in the school calendar.



## Personal Leave

Leave time will be granted at the rate of one and one-quarter days per school month to all teachers with three or less years experience with this district, i.e., 12½ days per year. Beginning with the fourth year a rate of one and one-half days per school month will be granted, i.e., 15 days per year. Leave time will be credited in advance to the teachers each school year. Accumulated leave shall be considered as banked and shall be available on exhaustion of current leave. Unused leave time may be accumulated to a total of 105 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 (membership day). All returning teachers will be notified of accumulated leave no later than the last pay period in September.

Personal leave may be used for the following purposes:

1. Personal illness or physical disability of the teacher.
2. Up to five 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, and sister-in-law.
3. Up to five days may be used for death in the immediate family.

The board may upon written request by a teacher, grant an extension of time allowed for illness or death within the immediate family; such time to be deducted from accumulated personal leave.

4. Upon approval of the superintendent, personal leave may be granted for death or emergency illness for persons other than immediate family. Personal business days will be utilized first in a situation of this nature.
5. Up to two days of personal leave per year may be used for personal business which requires the teacher's absence from duty.

## Professional Business

One and one-half days may be used for professional business leave. Professional business leave shall be limited to a subject matter conference in the teacher's field. 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. Conference is approved by the superintendent prior to attending.
2. Board of Education approves expense payment prior to attending.

Additional time upon written request in unusual circumstances may be granted.

#### Professional Association Days

In the event that the Association is desirous of sending representatives to local, state, or national conferences conducted by the Association for the further-cause of its own professional purposes, or other business leaves pertinent to the Association affairs, said representatives shall be excused. Up to five days of compensable leave shall be paid by the Board, and the Association shall reimburse the district for the five substitutes employed for these Association days.

Leave of Absence Policy

4152

Professional staff members, at the discretion of the Board of Education, shall be granted leaves of absence without pay for the following reasons: sabbatical, health, maternity, or professional improvement. Length of leave to be determined by the Board of Education.

Adopted: 4/10/63

Sabbatical Leave

4152.1

Sabbatical leave of absence not to exceed two semesters may be granted to members of the professional staff of the Ithaca Public Schools subject to the approval of the Board of Education upon the recommendation of the Superintendent of Schools when in their considered judgment the professional competence of the staff member and the general welfare of the public schools will be benefited. The number of employees granted such a leave should be limited to one per year. To be eligible a staff member must have been employed at least seven consecutive years by the Ithaca system; make formal application to the Superintendent before April 1st of the year prior to the sabbatical leave; hold a permanent certificate; 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 granted the employee shall receive at least one-half of his present yearly salary.

Status upon Returning from Sabbatical Leave

At the expiration of a sabbatical leave the employee shall be restored to his position or to a similar position with like nature, seniority, status and pay, provided that the employee remains eligible for reinstatement under the rules and regulations of the Board of Education.

Adopted: 4/10/63

Leave of Absence for Professional Improvement

4152.2

Leave without pay, not to exceed two (2) semesters, may be given to professional personnel to permit them to improve their ability to render educational service. Such improvement is usually achieved by formal study, research, and travel. Applications for leaves shall be considered on their merits and may be approved by the Board of Education.

To be considered for a professional leave the applicant must have been a member in good standing on the staff for a minimum of five years and a holder of a permanent certificate.

Status upon Returning From a Leave of Absence for Professional Improvement

At the expiration of a leave of absence for professional improvement the employee shall be restored to his position or to a similar position with the nature, seniority, status, and pay. Upon return from such leave a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period provided the employee remains eligible for reinstatement under the rules and regulations of the Board of Education.

Maternity Leave

4152.3

The Board of Education may grant a leave of absence for maternity, without pay, to any regularly employed certified staff member upon written request for such leave.

The employee shall apply for such leave no later than six (6) months previous to the expected date of normal birth of the child.

The employee must terminate employment no later than five (5) months prior to the expected date of normal birth of the child.

Teachers who have been on a maternity leave will be allowed to return during the school year following the birth of their child upon written approval from their doctor. If said employee returns to the school, she will receive full credit for past experience regardless of the length of the leave of absence.

Adopted: 4-10-63

Leave for Jury Duty

Teachers who are called for 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.

Leave for Military Service

4152.4

A military leave of absence shall be granted to any teacher who shall be inducted for the required term of military duty in any branch of the armed forces of the United States. His return shall be in accordance with Act 142 of the Public Acts of 1943 as amended.

Leave for Political Service

A leave of absence may be granted to any teacher upon application for the purpose of campaigning for, or serving in, a public office. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he held at the time of commencing such leave.

Leave for Educational Service

A leave of absence of up to two (2) years shall be granted to any teacher upon application for the purpose of serving as an officer of the Association. Upon return from such leave such teachers shall be placed at the same position on the salary schedule as they would have been had they taught in the system during such period.

School Day - Emergency Closing for Inclement Weather

6112.1

School will be closed because of weather and/or road conditions whenever in the opinion of the superintendent or his authorized agent these conditions exceed prudent safety limitations for the busses, students, and other school personnel.

It is strongly recommended, whenever conditions permit, that teachers spend some time in attendance working on future plans or completing the many routine tasks which many times are left undone.

Adopted: 12/24/62

Amended: 6/8/66

## ARTICLE XX

### Negotiation Procedures

A. It is contemplated that terms and conditions of employment provided in this agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may from time to time arise of vital mutual concern of the parties which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters or substantial changes in working conditions be provided. Thus, by mutual agreement, unique articles or sections may be renegotiated. 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 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 1970-71 school year. In any event, negotiations should begin not less than one hundred and twenty 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 representatives 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 available to each teacher.

E. During the school year, on the last Tuesday of each month, representatives of the Board and the Association's bargaining committee will meet for the purpose of reviewing the administration of the contract, and to resolve problems that may arise. These meetings are not intended to by-pass the grievance procedure, nor shall the interaction during these meetings be the basis of a grievance.

Each party will submit to the other, on or before Friday prior to the meeting, an agenda covering what they wish to discuss. Failure to complete the discussion of an agenda shall neither be the basis of a grievance or claimed as an unfair labor practice.

All meetings between the parties will regularly be scheduled to take place as promptly as possible at times when the teachers involved are free from assigned instructional responsibilities, unless otherwise mutually agreed.

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.

SALARY SCHEDULE SS-4

1969-70

<u>Exp.</u>	<u>Index</u>	<u>B.A.</u>	<u>B.A.+15</u>	<u>B.A.+30</u> <u>M.A.I</u>	<u>M.A.II</u>
0	1.00	\$6825	\$6975	\$7175	\$7250
1	1.03	7030	7184	7390	7468
2	1.06	7235	7394	7606	7685
3	1.09	7439	7603	7821	7903
4	1.12	7644	7812	8036	8120
5	1.16	7917	8091	8323	8410
6	1.20	8190	8370	8610	8700
7	1.24	8463	8649	8897	8990
8	1.28	8736	8928	9184	9280
9	1.32	9009	9207	9471	9570
10	1.36	9282	9486	9758	9860
11	1.40	9555	9765	10045	10150
12	1.44	9828	10044	10332	10440

Note: Teachers will be placed on the B.A.+30 step only if their hours are identifiable with their major teaching responsibility. Guidance courses, Audio-visual Aid courses, and Arts and Crafts may be included.

Non-Degree Schedule:

1st year in system - \$6,625

2 or more years in system - \$6,825

## The Provisions of Financial Reimbursement for Extra Pay for Extra Duties

<u>Title of Position</u>	<u>Amount</u>
Future Homemakers of America Advisor.....	\$125 (1) \$ 75 (2)
Future Teachers of America Advisor.....	150 (1) 100 (2)
Special Education Personnel.....	300
G.A.A. Sponsor.....	300
Cheerleader Sponsor.....	350
Pom Pom Girls Advisor.....	125
Safety Patrol.....	100
Science, Math, Language, and other Clubs approved by Supt.....	50
Service Squad Supervisor.....	50
Dramatics Coach.....per play	150 (2)
Band Director.....	550
Choral Director.....	250
High School Student Council Advisor.....	250
Elementary Student Council Advisor.....	50
Jr. High School Student Council Advisor.....	75
Senior Class Advisor.....	100 (2)
Junior Class Advisor.....	175 (2)
Sophomore Class Advisor.....	50 (2)
Freshman Class Advisor.....	50 (2)
F.F.A. Sponsor.....	450
Annual Staff Advisor.....	400

<u>Athletic Coaches</u>	<u>Percent of Base</u>
Athletic Director.....	11.2
Football, Head Coach.....	11.2
Football, Assistant Coaches.....	7.7
Basketball, Head Coach.....	11.2
Basketball, Junior Varsity Coach.....	8.5
Basketball, Freshman Coach.....	6.9
Basketball, 7th and 8th Grades.....	4.6
Varsity Track.....	6.9
Varsity Baseball.....	6.9
Junior Varsity Baseball.....	4.6
Varsity Wrestling.....	8.5
Junior Varsity Wrestling.....	3.8
Cross Country.....	4.6
Tennis.....	4.6
Golf.....	4.6
Equipment Manager.....	4.6

<u>Other Positions</u>	<u>Amount</u>
Summer Band.....	\$180 per week
Summer Agriculture.....	180 per week
Driver Training--per reportable student.....	33
Behind the wheel only.....	4 per hour



SCHOOL ATTENDANCE CALENDAR FOR 1969-70

Week	Date	Days Attended	Total Attended	Comments
1	Sept. 2-5	3		Pre-school conference, Sept. 2 Students report Sept. 3, a.m., release at 11:30.
2	Sept. 8-12	5		
3	Sept. 15-19	5		
4	Sept. 22-26	5		
5	Sept. 29-Oct. 3	5		
6	Oct. 6-10	5		
7	Oct. 13-17	5		
8	Oct. 20-24	4		Teachers' Conference
9	Oct. 27-31	5	42	End first marking period
10	Nov. 3-7	5		
11	Nov. 10-14	5		
12	Nov. 17-21	5		
13	Nov. 24-28	3		Thanksgiving, Close at 3:30 on 26th
14	Dec. 1-5	5		School Opens Dec. 1
15	Dec. 8-12	5		
16	Dec. 15-19	5		
17	Dec. 22-23	2		Christmas, Close at 2:15 on 23rd
18	Jan. 5-9	5		School Opens Jan. 5
19	Jan. 12-16	5		
20	Jan. 19-23	4	91	End of First Semester
21	Jan. 26-30	5		
22	Feb. 2-6	5		
23	Feb. 9-13	5		
24	Feb. 16-20	5		
25	Feb. 23-27	5		
26	Mar. 2-6	5		
27	Mar. 9-13	5		
28	Mar. 16-20	5		
29	Mar. 23-27	5	136	End of third marking period Easter, Close at noon on 27th, School Opens April 6
30	April 6-10	5		
31	April 13-18	5		
32	April 20-23	5		
33	April 27-May 1	5		
34	May 4-8	5		
35	May 11-15	5		
36	May 18-22	5		
37	May 25-29	5		
38	June 1-5	4	180	End of second semester

185 professional days, 180 student attendance days  
Attendance during the week of June 8-12 shall be scheduled only in such number of days necessary to comply with the law requiring 180 days of instruction.

ARTICLE XXII

Duration of Agreement

This agreement shall be effective as of July 1, 1969, and shall continue in effect until the 30th day of June, 1970. The agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

EDUCATION ASSOCIATION

By *James L. Cook*  
President

By *Esther Bevan*  
Secretary

BOARD OF EDUCATION

By *Quane A. Davis*  
President

By *Jack L. Dumas*  
Secretary

Dated this 14th day of  
July, 1969