

6/30/93

*Ithaca Public Schools*

AGREEMENT  
BETWEEN THE  
ITHACA PUBLIC SCHOOLS  
AND THE  
ITHACA EDUCATION ASSOCIATION/MEA/NEA  
1990-1993

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University

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PROFESSIONAL EMPLOYMENT AGREEMENT

1990-1993

This agreement entered into this 9th day of October 1990, 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:

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 certified teachers under contract with the Ithaca Board of Education including personnel on tenure, probation, counselors, and librarians, but excluding executives, supervisory personnel, office and clerical personnel, and all others. Part-time personnel not under contract are affected and governed by this contract only to such extent as they are specifically stated or designated in this Agreement.
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.
- C. The Board recognizes that valuable assistance can be gained in its responsibility of determining school policies relating to instruction and curriculum through effective communication with the Association. The Association will form ad hoc committees to assist the Board in their studies. Findings shall be submitted to and considered by the Board.
- 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/her membership in the Association or his/her participation in the lawful activities of the Association as defined through the articles of this contract, such as the lawful process of negotiations or the filing of a grievance; and the Association agrees that it will not discriminate against non-members or an applicant member because of his/her former association or unassociation-like activities.
- B. The Association and its representatives shall have the right to use school buildings at no charge provided that the principal of that building is informed, that extra maintenance or service costs shall be paid by the Association, and that such use will not interfere with other scheduled activities.
- C. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property provided that this shall not interfere with or interrupt normal school operations or fulfillment of teacher's assigned professional responsibility.
- D. The Association shall have the right to use school facilities and equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use and will stand repair of damages caused by abnormal use.

ARTICLE II - ASSOCIATION AND TEACHER RIGHTS (continued)

- 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 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.

## ARTICLE III

### RIGHTS OF THE BOARD

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

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

1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the employer.
2. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the hours of work and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement.
3. The right to direct the working forces, not in conflict with specific provisions of this Agreement; including the right to hire, promote, suspend, and discharge employees; transfer employees; assign work or extra duties to employees; determine the size of the work force and to lay off employees.
4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods to carry out its operations.
5. Adopt reasonable rules and regulations.
6. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

ARTICLE III - RIGHTS OF THE BOARD (Continued)

7. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
8. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
9. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.
10. Determine the policy affecting the selection of employees providing such selection shall be based upon lawful criteria.



ARTICLE IV

ACADEMIC FREEDOM AND PROFESSIONAL BEHAVIOR

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

ARTICLE V

CONDITIONS OF EMPLOYMENT

(Agency Shop)

A. All teachers who are presently members of the Association and all new teachers employed since January 1, 1970, as a condition of continued employment shall either:

1. Sign and deliver to the Board an assignment authorizing deduction of membership dues of the Association (including the National and Michigan Education Associations) and such authorization shall continue in effect from year to year unless revoked in writing.
2. Cause to be paid to the Association a representation fee equal to the non-member's proportionate share of the cost of the negotiating and administering this Agreement within thirty (30) days after the commencement of employment. The Association shall deliver to the superintendent on or before the 15th day of September, annually, a written statement specifying the amount of the non-member's representation fee.

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

ARTICLE V - CONDITIONS OF EMPLOYMENT (Continued)

B. In the event that neither of the provisions of Section A of this article are met, the Board, upon receiving a written and signed complaint from the Association indicating the teacher has failed to comply with either condition, shall process said complaint in accordance with the Teacher's Tenure Act, the charging party being the Association, if said teacher is a tenure teacher; in the event the teacher is a probationary teacher, the Board shall immediately notify said teacher his services shall be discontinued at the end of the then current school year unless prior to employing a replacement teacher, the Board of Education shall receive written notification from the Association and the teacher that the dues or non-member's representation fee have been paid in full and that said complaint has been withdrawn. It is expressly understood that in the event the Board of Education shall hire a new teacher to replace a probationary teacher whose services have been discontinued under the terms of this article, then and in that event, neither the Association nor the teacher shall have a right to withdraw said complaint, it being recognized by the Association and any teacher employed under the terms of this contract that the Board has a reasonable right to proceed to replace a teacher against whom charges have been filed under the terms of this article. The refusal of a teacher to contribute fairly to the cost of negotiation and administration of this and subsequent agreements is recognized by the Association and the Board of Education as just and reasonable cause for the termination of employment.

ARTICLE V - CONDITIONS OF EMPLOYMENT (Continued)

- C. The Association will save the Board harmless, collectively and individually, from any and all costs, including witnesses and attorney fees or other incidental cost of prosecution or defense or any liability, resulting from the prosecution or defense of any action claimed or otherwise to which the Board of Education may be subject by virtue of enforcing the provisions of this article.

Should the Board elect to retain council to defend its enforcement of this article it will choose between its own counsel and counsel offered by the Association on the basis of its (the Board's) evaluation of experience and competency offered by the considered counsels.

ARTICLE VI  
TEACHING HOURS

- A. Teachers shall be required to report for duty at least 25 minutes before the beginning of classes in the morning except for prearranged 8:00 am teacher meetings not to exceed two per month. Teachers shall be permitted to leave 20 minutes after the close of the pupils' regular school day. The teacher workday for elementary teachers shall be adjusted in a manner to provide a standard length of the normal workday for all teachers from reporting time to release time. 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. Exceptions are made on Fridays and on days preceding holidays or vacations, when 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

ARTICLE VI - TEACHING HOURS (Continued)

which their classes are receiving instruction from various teaching specialists. Elementary teachers shall be scheduled for no less than a thirty minute conference or preparation period per day. This preparation period may be divided into two fifteen (15) minute duty free periods. One of these periods shall immediately follow the scheduled lunch period. The other shall be either before the scheduled start of the teacher day or after the ending time of the teacher day. The time of this latter period shall be determined by the teacher at the beginning of each semester.

- 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/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

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

ARTICLE VI - TEACHING HOURS (Continued)

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 whenever possible to meet the following maximum standards.

1. <u>Elementary</u>	<u>Maximum</u>
Young 5's	18/teacher
Kindergarten	25/teacher
First - Third Grade	25/teacher
Fourth - Sixth Grade	25/teacher
Combination Rooms	20/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
Clerical Block	22/teacher
Industrial Arts	24/teacher
Drafting	24/teacher
Homemaking	24/teacher
Music	175/day/teacher
Art	25/teacher
Physical Education	45/teacher



ARTICLE VII - CLASS LOAD AND TEACHING CONDITIONS (Continued)

- 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 texts in subject matter fields, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools. The Board will rule on all joint decisions thereon made by its representative and the Association.
  
- D. Teacher aides will continue to be used to relieve teachers of non-teaching tasks. Teacher aides will have the same authority as a classroom teacher has in their supervision of cafeteria, hall, and playground duties. If teacher aides are available, they will be used to assist teachers whose class size exceeds the limits established in Section A (1 and 2) of this article.
  
- E. Under no condition shall a teacher be required to drive a school bus as part of his/her regular assignment.

ARTICLE VII - CLASS LOAD AND TEACHING CONDITIONS (Continued)

- F. The Board shall make available in each school adequate lunch room, rest room and lavatory facilities exclusively for teacher use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge. Provisions for such facilities will be made in all future building.
- G. Private telephone facilities shall be made available to teachers for their reasonable use. Extensions should be placed at strategic locations in each building. Teachers making personal long distance or toll calls must use a personal telephone calling card or their own home telephone number to which the calls will be charged.
- H. A designated smoking area shall be provided in each school building, where teachers may briefly engage in smoking, provided such an area is available without additional cost or expenditures where smoking can be segregated from other areas of the building and exposure of non-smokers can be avoided. Teachers shall abstain from smoking at all times when engaged in professional duties. This provision is in all regards subject to the limitations of available facilities and the provisions of applicable law.

ARTICLE VIII

DEPARTMENT CHAIRPERSONS

- 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 chairperson. The junior and senior high principals will then select the department chairperson.
- 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. Such chairpersons shall not be considered as supervisory employees.
- C. The following departments shall be established at the secondary level and the person selected to chair the department shall be paid the corresponding amount per year:
- |                 |       |                    |       |                    |       |
|-----------------|-------|--------------------|-------|--------------------|-------|
| Language Arts   | \$350 | Industrial Arts    | \$325 | Home Economics     | \$200 |
| Social Studies  | \$350 | Business Education | \$350 | Physical Education | \$325 |
| Mathematics     | \$350 | Science            | \$350 | Performing Arts    | \$325 |
| Computer Coord. | \$350 | Special Education  | \$350 |                    |       |
- D. During the 1990-91 school year a committee will be formed to explore the use and description of elementary chairpersons with the possibility of implementation in 1991-92.

ARTICLE VIII DEPARTMENT CHAIRPERSONS (Continued)

- E. No more than two months prior to the close of each school year, all chairpersons, and/or individuals, will meet with the administration for the purpose of presenting budget requests. Any additional area which needs budgetary consideration will also be included.

## ARTICLE IX

### STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. Classroom discipline is basically a professional responsibility of the teacher. The Board recognizes its responsibility to give full support and assistance to teachers with respect to the maintenance of control and discipline in the classroom when such discipline is exercised in accordance with District policies, rules, and procedures.
- 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.

ARTICLE IX - STUDENT DISCIPLINE AND TEACHER PROTECTION (Continued)

- D. Teachers have every right to defend themselves in the case of physical assault. Teachers shall receive legal assistance from the Board in case of injury or court action resulting from such incidences. Use of reasonable physical force to restrain a student or stop a fight is permissible.
- E. Time lost for court appearance ordered by a subpoena in a school connected legal action shall not reduce salary or be charged against the teacher's leave time. Any compensation received for such appearances shall be returned to the Board.
- F. Time lost because of injury compensable under Workers' Compensation shall be reimbursed by Workers' Compensation. The injured teacher shall be entitled to the difference between Workers' Compensation and his/her regular salary to the extent of the sick leave available. (Charges against sick leave in such a situation shall be for only such portion of a day or days as is not paid by Workers' Compensation.)
- G. Complaints of a parent, directed toward a teacher, shall be called to his/her attention promptly. This notification should be as a matter of information and may not necessarily require corrective action or recording. Any formal action taken upon any complaint by a parent of a student directed toward a teacher, or any notice thereof to be included in said teacher's personnel file must be promptly reported in writing to the teacher concerned. If the Administration feels that unprofessional behavior is involved, the Association shall be notified.

ARTICLE IX - STUDENT DISCIPLINE AND TEACHER PROTECTION (Continued)

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

ARTICLE X

SPECIAL TEACHING ASSIGNMENTS

- A. Assignments for the Driver Education, and Summer School programs will be made by the Board on the basis of preference to teachers possessing the necessary training, qualifications, experience, and regularly employed in the district during the normal school year. Teachers shall be compensated for teaching in any of such programs at the rate set forth in salary schedule ED-5 and ED-6.
  
- B. The Board agrees at all times to maintain a list of substitute teachers. Teachers shall be informed of a telephone number 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 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.
  
- D. Beginning in 1991-92 teacher aides will be allowed to supervise junior and senior high study halls.



ARTICLE XI

SPECIAL STUDENT PROGRAM

- A. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the administration will take reasonable steps to aid the teacher in his/her responsibilities with respect to such pupil.
- B. When a teacher has one or more pupils in class who constitute serious behavior problems, the teacher shall seek the assistance of the principal and such specialized service personnel as needed to help the pupil in his adjustment to school and society.
- C. When a general education teacher is assigned a student from a special education program for severely impaired students (POHI, SXI, SMI, TMI) 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. All affected teachers will have the opportunity to be included in the IEPC process.

## ARTICLE XII

### QUALIFICATION 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 by the end of the school year. Tentative elementary class lists will be available one week before school begins. In the event that changes in such schedules and lists are made, all teachers affected will be promptly notified to make preparation for the new assignment.
- D. 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. The Board shall advertise twice yearly seeking interested persons for unfilled extra-curricular positions. An extra-

ARTICLE XII - QUALIFICATION AND ASSIGNMENTS (Continued)

D. (Continued)

curricular position occupied by a non-bargaining unit member shall be considered vacant at the end of the school year. In the event that extra-curricular positions are not filled through the aforementioned steps, the administration may assign such responsibilities to staff members who have not assumed their proportionate share of extra-curricular responsibility during the school year. Teachers shall sign a Supplementary Salary Notice prior to assuming an extra-curricular position.

E. Reimbursements for extra-curricular responsibilities will be in accordance with salary schedules ED-5 and ED-6. Rights to make assignments listed under ED-5 and ED-6 annually shall remain with the Board.

F. 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 following schedule:

Thursday	- Elem. a.m. Classes:	Conferences	12:30 - 3:30 p.m.
		and	6:00 - 8:30 p.m.
	- Sec. a.m. Classes:	Conferences	12:30 - 3:30 p.m.
		and	6:00 - 8:30 p.m.
Friday	- Elem. a.m. Classes:	Conferences	12:30 - 3:30 p.m.
	- Sec. p.m. Classes:	Conferences	12:30 - 3:30 p.m.

ARTICLE XIII

VACANCIES, PROMOTIONS, AND TRANSFERS

A. VACANCIES

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

ARTICLE XIII - VACANCIES, PROMOTIONS, AND TRANSFERS (Continued)

B. Voluntary Transfers

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

C. Involuntary Transfers

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

ARTICLE 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 a teacher's immediate supervisor or an administrator working in the same building or otherwise familiar with the teacher's work, who shall be designated by the Board. Upon the request of the teacher, further evaluations shall be made by the administrator and by another administrator.
- C. Observations shall be made in person for a combined total of at least thirty minutes. All monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems, and similar surveillance devices shall be strictly prohibited.
- D. A copy of the written evaluation shall be submitted to the teacher at the time of each personal interview, which will occur within two (2) weeks of the observation, and the teacher shall have the opportunity to review the evaluation report and affix his/her signature indicating he/she has received

ARTICLE XIV - TEACHER EVALUATION (Continued)

D. (Continued)

such an evaluation report. In the event that the teacher feels his/her evaluation was incomplete or unjust, he/she may put his/her objections in writing and have them attached to the evaluation report which will be placed in his/her personal file. All evaluations shall be based upon valid criteria for evaluating professional growth. It is agreed that the criteria developed by the staff and administration shall be considered as valid criteria. Information in a teacher's evaluation based on Section C of this article shall be gained through direct observation of the evaluator.

E. No later than 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/her tri-annual TB report and required medical information, all teacher evaluation reports, copies of annual contracts, transcript of academic record, tenure recommendation, and records of extra-curricular activities. In the event any disciplinary reports are placed in a teacher's personnel file, the teacher may review such reports and attach written comments thereto.

ARTICLE XIV - TEACHER EVALUATION (Continued)

- G. It is understood by the Association and the Board that the evaluation procedure as used for the professional staff shall be a positive tool used for the improvement of the competency of educators as they relate to children and their work performance. Evaluation will stress the strong points of a staff as well as identify areas of weakness or needed improvement. In addition to identification of areas of needed improvement, an evaluator should recommend ways for corrective action.
- H. Upon the request of the teacher the Association shall have made available to it all materials supporting the observations which led to a negative evaluation and may assist in the corrective action. This information will be given to the Association to be treated in confidence and with professional responsibility.
- I. Evaluation in an extra-duty position shall be made upon request of the teacher, subject to the following provisions:
1. Evaluation will be in writing.
  2. Evaluation procedures stated in Section B, C, and G of this article shall apply.
  3. Procedure used in Section D of this article with criteria modified for extra-curricular positions shall apply.



ARTICLE XV

PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are set forth in Article XXIII - Schedule SS-5 which is attached to and incorporated in this Agreement. Such salary schedules shall remain in effect during the term of this Agreement.
  
- B. All teachers newly employed may be given up to six years credit on the salary schedule set forth in Article XXIII - Schedule SS-5 for full years outside teaching experience in any school district in the State of Michigan and other teaching experience for which credit is allowed.
  
- 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 Schedules ED-5 and ED-6 which are 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 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.

ARTICLE XV - PROFESSIONAL COMPENSATION (Continued)

F. Teachers may elect to have their pay in 21 or 26 installments (27 installments for a year that has 27 pays) to be paid every other Friday. Teachers on 26 installments (27 in a 27 pay year) may elect to have their last five (six in a 27 pay year) installments paid in one lump sum with the last pay check of the school year provided requests for such accrued pay are made in writing no later than May 1st.

G. Pursuant to the authority as set forth in the Michigan School Code, as amended by Public Act 27, 1969, the Board agrees to contribute premium payment as listed below:

1. Upon acceptance of written application, the Board agrees to provide each full time teacher with premium payment for hospital-medical insurance for the employee and his/her family through the Board's approved hospital-medical program. The Board approved program shall be MESSA Super Care 1 protection.

The Board will reimburse eligible employees, for that part of medical expenses which are not covered by the applicable medical insurance policy because the expense is used to satisfy a deductible amount. Beginning January 1, 1991, all claims for reimbursement shall be filed with the Superintendent within 30 days of notification from the insurance company that the deductible has been satisfied. If the deductible has not been satisfied by the end of the calendar year or upon termination of coverage under this policy, the employee has 30 days to file for that part of the deductible that has been satisfied. A maximum deductible of \$100 for full family and \$50 for single subscriber will be paid for any calendar year.

Written verification must be presented on a claim form within the time limits, before payment will be made to the employee.

2. Teachers not choosing health care protection may apply up to the existing Board paid MESSA Super Care 1 single subscriber rate for the MESSA and/or MEFSA tax exempt options. Any tax consequences resulting from the selection of options by employees shall be the responsibility of the employees.

ARTICLE XV - PROFESSIONAL COMPENSATION (Continued)

G. (Continued)

3. The Board shall provide Dental Insurance of the type described below:  
(This would be a continuation of the 1989-90 coverage.)
  - a. Class I - Incentive = 50% (\$1,000 maximum), Class II = 90% (\$1,000 maximum), Class III = 80% (1,500 maximum) or a substantially equivalent or better program.
  - b. The Class I Incentive for all three years is a minimum of 50%.
  - c. At no time will there be any loss or reduction of coverage or any financial loss to the teacher as a result of this change or upon a return to an insurance company at anytime in the future.
4. Should a teacher lose coverage under a spouse's insurance, premium payment, as defined in this article, will be made for the needed coverage upon acceptance by an approved carrier.
5. In the event that a teacher, absent because of illness or injury, has exhausted leave accrual, the above mentioned fringe benefits shall continue for a period of 30 days, after which period the teacher may reimburse the Board for the premium.
6. Coverage under fringe benefits listed in this Agreement shall commence when the teacher's enrollment form is accepted by the insurance carrier and continue in effect through August, 1993. Coverage will terminate on date of release on early termination and be offered on a pro-rata basis to late-hire and part-time teachers. Upon retirement, fringe benefit coverage will terminate at either the end of the coverage year (usually August 31) or the onset of these retirement benefits, whichever comes first.
7. It is not the intent of this article to provide duplicate hospital/medical coverages.
8. The Board shall provide the premium payment for thirty thousand dollars (\$30,000) term life insurance with AD & D and waiver of premium provisions.
9. The Board shall provide a vision care plan for each teacher and his/her eligible dependents through payment of premiums to an insurance provider or by a self-funded plan, the benefits of which shall be not less than the schedule of benefits below: (AS PER ATTACHED)
10. In the event that any of the benefits provided in this section are deemed to be taxable income by either the state or federal authorities, the Board shall in no case be held liable to compensate for said taxes.

ARTICLE XV - PROFESSIONAL COMPENSATION (Continued)

- H. After the completion of 16, 21, 25, and 28 years of service to the Ithaca Public Schools, a teacher shall be given an additional step of five (5) percent on the index that his educational level indicates. Beginning in the 1991-92 school year the steps shall be 16, 20, 24, and 27.
  
- I. The Board shall provide without cost to each eligible bargaining unit member a long term disability insurance coverage the benefits of which shall be not less than the Schools Insurance Fund Long Term Income Protection plan in effect as of July 1, 1987. (ATTACHED)

ARTICLE XV - ATTACHMENT FOR: SECTION G-9

VISION INSURANCE CRITERIA

BENEFITS

I. Examination	\$ 48.00 - One Time Every 12 Months
II. Regular Lenses	\$ 63.00 - One Time Every 12 Months
III. Bifocal Lenses	\$ 72.00 - One Time Every 12 Months
IV. Trifocal Lenses	\$ 90.00 - One Time Every 12 Months
V. Lenticular Lenses	\$ 108.00 - One Time Every 12 Months
VI. Frames	\$ 27.00 - One Time Every 12 Months
Beginning in 1991-92	\$ 60.00 - One Time Every 12 Months
VII. Contact Lenses	\$ 150.00 - Contact lenses are allowed under the program in either of these instances: 1) Following cataract surgery; 2) When visual acuity cannot be corrected to 20/70 in the better eye except by their use. <u>Contact lenses for cosmetic purposes are not furnished under this plan. However, if you choose <u>contact lenses in lieu of the glasses</u> available under this program, an allowance of \$150.00 will be made toward their cost.</u>

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Examination, frames, and one set of corrective lenses (regular glasses, prescription sun glasses, photogrey lenses, or contact lenses) will be provided once in a 12-month policy year (July 1 to June 30 of the following year) for each eligible member of the family.

ARTICLE XV - ATTACHMENT FOR: SECTION I

LTD

SCHEDULE OF BENEFITS

FOR

SUPERINTENDENT, ADMINISTRATORS, TEACHERS  
CLERICAL AND AIDES  
ITHACA PUBLIC SCHOOLS  
ITHACA, MICHIGAN

GROUP NUMBER: 3048

GROUP EFFECTIVE DATE: SEPTEMBER 1, 1983

Monthly Benefit	Age at Disablement	Duration of Benefits (in years)	Elimination Period
70% of Monthly Earnings until the end of the school year in which the disability was incurred (June 30) up to a maximum of 12 months/60% of Monthly Earnings Thereafter	Under Age 60	To Age 65	(See Special Provisions on next page)
	Ages 60-65	The greatest of 3 years of benefit or payment to age 65	
	Ages 65-68	2 years of benefit	
	Ages 69 and over	1 year	

Maximum Annual Covered Salary: \$51,500 / \$60,000  
Maximum Monthly Benefit: \$ 3,000  
First Stage: 24 Months

ARTICLE XV - ATTACHMENT FOR: SECTION I (Continued)

SPECIAL PROVISIONS FOR THE ITHACA PUBLIC SCHOOLS:

Full Maternity Coverage: Normal pregnancy and childbirth is covered as a sickness as defined in the certificate and subject to the elimination period specified on the previous page. However, the inability of the insured person to engage in either her own or any occupation shall not be due to lack of presentability or childbearing.

Eligible Employees: Eligible employees are those full-time employees in Active Status who are members of an Eligible Class described in the Policy. "Full-time" means working at least 600 hours per year. Part-time and temporary employees are excluded.

The effective date of coverage for an Eligible Employee who is accepted for insurance in accordance with PART II shall be the day following expiration of the Employee Waiting Period, if any, for that Employee's Class.

Full Family Integration: Paragraph h. of the Monthly Benefit Provision is changed to read as follows: h. Any amount the Insured Employee, his or her dependents, or any other persons receives, or is eligible to receive, because of the Employee's disability or retirement under Social Security, the Canada Pension Plan, the Quebec Pension Plan or any similar plan or act.

Social Security Freeze: We will NOT count as Other Specified Income any statutory and automatic cost of living increases in the amounts of benefits payable under Social Security which occur after Monthly Benefits begin.

Modified Fill Elimination Period: Qualifying Period .....Benefits begin:

(a) Upon the exhaustion of accumulated sick days, or upon expiration of 30 working days or disability accumulated in any twelve (12) consecutive months, whichever is later, or,

(b) Upon expiration of three (3) consecutive days of disability occurring during a school year in which the Qualifying Period was previously satisfied.

Note: The last three (3) days of disability under (a) above must be consecutive and due to the same or related cause.

EAB/MBB/SA/COLA/MB/RR/MIDS

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.



ARTICLE XVI - MISCELLANEOUS PROVISIONS (Continued)

- E. During the duration of the Agreement, copies of the Agreement shall be printed at the expense of the Board and presented to all teachers employed by the Board. One copy of the Agreement shall be made available for examination by any new teacher considering employment in this district.
- F. The Board shall pay for the T.B. tests as scheduled with the school and administered at the school.
- G. Separation Policy - All professional employees are expected to fulfill the terms of their contracts of employment. No professional employee shall discontinue his services with the Ithaca Public Schools, except by mutual consent, without giving written notice to the Board of Education at least sixty (60) days before September 1 of the ensuing year.
- Dismissal of Employees and Permanent Discharge:  
The procedure for temporary suspension and/or permanent discharge will be as outlined in the Teacher's Tenure Act.
- H. Scheduled student days that are canceled because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions (as defined by city, county or state health authorities) will be rescheduled as required to comply with the minimum days 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, including ending dates for marking periods, by one week day date as originally scheduled. Rescheduled days will not be taken from

ARTICLE XVI - MISCELLANEOUS PROVISIONS (Continued)

H. (Continued)

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.

## ARTICLE XVII

### LAYOFF AND RECALL PROCEDURE

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

#### A. LAYOFF PROCEDURE

1. Probationary teachers shall be laid off first. A probationary teacher shall not be laid off unless there is a tenured teacher who is certified, qualified, and available to perform the duties of the position the probationary teacher is vacating, or unless the position that the probationary teacher is vacating is being eliminated altogether.
2. If the reduction of staff is still necessary, then tenured teachers in the specific positions being reduced or eliminated shall be laid off on the basis of seniority, except as hereinafter provided. Layoffs made pursuant to this section shall be made in the inverse order of seniority, i.e., those with the least seniority are to be laid off first. Each teacher who is laid off pursuant to this article shall be given ten (10) days written notice.
3. A tenured teacher who is laid off pursuant to this article has the right to be placed in a teaching position under the following criteria:
  - a. First, the teacher must be certified and qualified to fill that position.
  - b. If further criteria is still needed, the position will be filled by the teacher with greater seniority.

#### SENIORITY

4. For the purposes of this article "seniority" is defined to mean the amount of time an individual is continuously employed within the bargaining unit. Part-time employees working the full academic school year shall have their seniority calculated on a pro-rata basis. An employee on an authorized leave of absence shall not accrue additional seniority while on leave but shall be deemed to be continuously employed. An employee shall lose his/her seniority when he/she resigns, retires or is discharged for cause. A seniority list shall be posted. In the event more than one teacher has the same first working day, their relative seniority shall be determined through a drawing.

ARTICLE XVII - LAYOFF AND RECALL PROCEDURE (Continued)

A. (Continued)

QUALIFICATIONS

5. For the purpose of this article, qualified shall be defined as follows:

- a. All teachers must be certified to teach in their subject and/or grade level pursuant to the Michigan School Code.
- b. For assignments at grades seven (7) through twelve (12) all teachers must possess a major or minor in the subject area to be taught and meet the certification requirements of the school's accrediting organization.

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

- (1) Each teacher must also have taught in the subject area of the assignment for at least one year within the past five years in grades seven (7) through twelve (12).  
- or -
  - (2) Have taken at least six (6) semester hours of post graduate education courses in the major or minor area of the new assignment from accredited colleges or universities within the past five years, or complete the six (6) hours within the succeeding time period of two full semesters and one full summer session.  
- or -
  - (3) Received their major or minor in the subject area of the assignment within the past five years.  
- or -
  - (4) Have supervised such a major or minor subject area in the district for one year within the past five years.
- c. For assignments at grades K-6 all teachers must possess elementary certification, except for assignments in specialty teaching areas such as art, music, and physical education for which teachers must possess specific certification in the area to be taught.

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

- (1) Have taught in grades K-6 for at least one year within the past five years.  
- or -
- (2) Have taken at least six (6) semester hours of post graduate education courses in the area of the assignment from accredited colleges or universities within the past five years, or complete the six (6) hours within the succeeding time period of two full semesters and one full summer session.  
- or -

ARTICLE XVII - LAYOFF AND RECALL PROCEDURES (Continued)

A. 5. c. (Continued)

- (3) Have received their major or minor in the area of the assignment within the past five years.
- d. In unusual circumstances the superintendent may extend the time limits needed to complete the required courses or reduce the course work requirement.

B. RECALL PROCEDURE

1. Recall of tenured teachers shall normally be in the inverse order of layoff, i.e., those laid off last will be recalled first; provided, however, that a teacher in order to be reassigned shall be certified and qualified as herein set forth to teach the specific course he/she is being assigned.
2. Employees who are notified by certified mail and fail to respond within ten (10) days or who fail to report for teaching duties by the date specified in the notice, shall be considered resigned, unless granted a time extension by the Board. (Days shall be defined as postal days.) It is the employee's responsibility to keep his address with the school district current.

C. INDIVIDUAL CONTRACT

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

ARTICLE XVIII

CONTINUITY OF OPERATIONS

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

ARTICLE XIX

PROFESSIONAL GRIEVANCE PROCEDURE

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

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

1. The termination of services of or failure to re-employ any probationary teacher.
2. The placing of a non-tenured teacher on a third year of probation.
3. The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule.
4. Any matter involving the content of teacher evaluation.

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

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

ARTICLE XIX - PROFESSIONAL GRIEVANCE PROCEDURE (Continued)

- 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.



ARTICLE XIX - PROFESSIONAL GRIEVANCE PROCEDURE (Continued)

F. Level One - A teacher believing himself/herself wronged by an alleged violation of the expressed provisions of this agreement shall within ten (10) days of its alleged occurrence orally discuss the grievance with the building principal in an attempt to resolve same. If no resolution is obtained within three (3) days of the discussion, the teacher shall reduce the grievance to writing and proceed within five (5) days of said discussion to Level Two.

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

ARTICLE XIX - PROFESSIONAL GRIEVANCE PROCEDURE (Continued)

Level Three - Upon the proper application as specified in Level Two, the Board 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 shall render its decision in writing. The Board may hold future hearings therein, designate one or more of its members to hold future hearings therein, or otherwise investigate the grievance, provided, however, that in no event except with express written consent of the Association shall final determination of the grievance be made by the Board more than five (5) days after the initial hearing.

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 refer the matter to arbitration by giving written notice to the Board of its desire to arbitrate. Within twenty (20) days representatives of the Board and the Association Grievance Committee 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 Committee 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.

ARTICLE XIX - PROFESSIONAL GRIEVANCE PROCEDURE (Continued)

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

ARTICLE XIX - PROFESSIONAL GRIEVANCE PROCEDURE (Continued)

H. (Continued)

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. Sick Leave - Sick Leave may be used when a teacher has a personal illness or disability. Two of these days may also be used for illness of father, mother, son, daughter, or spouse. Sick leave time will be granted at the rate of one day per school month to all teachers, i.e., ten (10) days per year. Sick leave time will be credited in advance to the teacher each school year. Unused leave time may be accumulated to a total of thirty (30) days. All teachers who possess in excess of thirty (30) accumulated leave days as of September, 1977, shall have these excess days frozen. Accumulated leave in existence shall be used to bring sick leave total to thirty (30) and to maintain the level at thirty (30) at the beginning of each school year until all existing frozen leave days are exhausted, then the teacher shall revert to ten (10) days per year. 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.
- B. Emergency Leave - Additional leave time may be used for the following purposes:
1. 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, sister-in-law, and grandparents.

ARTICLE XX - LEAVE PROVISIONS - (Continued)

B. (Continued)

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

C. Personal Business Leave - Two (2) days per year may be used for personal business purposes. Personal business means those activities which are of such a nature that they cannot be attended to at a time when school is not in session. Application for such leave must be made in writing to the superintendent or in designee at least forty-eight (48) hours in advance, except in emergencies as approved by the superintendent. It is further provided that the total number of teachers granted leave on any given day shall be reasonably limited.

Absence for illness of father, mother, son, daughter, or spouse after the two applicable sick days have been exhausted, shall be deducted from pay, except that personal business days may be used if available.

To avoid unanticipated loss of wage, it is advised that teachers consult with their principal and/or Association representative regarding the propriety of their leave prior to its use.

ARTICLE XX - LEAVE PROVISIONS (Continued)

- D. Professional Business Leave - Professional business leave shall be limited to a subject matter conference in the teacher's field or to observations of programs in other districts. Personal expenses while in attendance at the conference will be paid for by the Ithaca Board of Education providing the following conditions are met:
1. Attendance at conference or visitation is approved by the superintendent or his representative prior to attending.
  2. Reasonable expenses are supported by expense vouchers and mileage statement.
- E. Association Days - In the event that the Association is desirous of sending representatives to local, state, or national conferences or workshops conducted by the Association and its affiliates for the further cause of its own professional purposes, said representatives shall be excused. Up to ten (10) days of compensable leave shall be paid by the Board and the Association shall reimburse the district for the ten substitutes employed for these Association days. The Association acknowledges that it is desirable to give the administration ample notice before taking Association leave days.
- F. Sabbatical Leave - A sabbatical leave of absence not to exceed two semesters may be granted to members of the professional staff of the Ithaca Public Schools subject to the approval of the Board of Education, upon the recommendation of the Superintendent of Schools, when in their considered judgement the professional competence of the staff member and the general welfare of the public schools will be benefitted. The number of employees

ARTICLE XX - LEAVE PROVISIONS (Continued)

F. (Continued)

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.

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

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

Status upon return from professional improvement leave shall be the same as if the teacher had been employed in the district, full time, during the leave.



ARTICLE XX - LEAVE PROVISIONS - (Continued)

- H. Short Term Leave - A short term leave, without pay, may be granted by the Board for a period of less than one semester, for personal reasons such as surgery of a cosmetic nature, abortion, dental services, extraction of teeth and fitting of dentures, orthodontic services when cosmetic in purpose, physical examination of a routine or annual nature, for family care in a non-critical condition or for personal rest and rejuvenation.
- I. Personal Leave - A leave of absence for personal reasons shall be granted at the discretion of the Board. At the expiration of said leave, the employee shall be eligible for re-employment in his former position, or in a similar position, providing a vacancy exists and he remains eligible under the rules and regulations of the Board of Education. His status (in the fringe benefits area) upon his return, shall be that of a new staff member except that all years of service recognized in salary placement prior to the leave shall be credited.

The teacher shall notify the Board of Education by March 1, in writing, of his/her desire to return to full employment; or at least sixty (60) days prior to the end of the leave, if leave is less than one year in length.

FAILURE TO FILE WRITTEN NOTIFICATION SHALL BE CONCLUSIVELY DEEMED A RESIGNATION.

ARTICLE XX - LEAVE PROVISIONS (Continued)

- J. Health Care Leave - A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available, shall be granted a leave of absence without pay for the duration of such illness or disability up to one year; and the leave may be extended upon written request by the teacher.

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

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

- K. 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.

ARTICLE XX - LEAVE PROVISIONS (Continued)

- L. Political Leave - 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/she held at the time of commencing such leave.

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

ARTICLE XXI - NEGOTIATION PROCEDURES - (Continued)

C. (Continued)

representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

D. Within a reasonable time after the Agreement has been signed, a copy of the Master Agreement will be made available to each teacher.

E. During the school year representatives of the Board and the Association bargaining committee may meet periodically for the purpose of reviewing the administration of the Agreement. These meetings are not intended to bypass the grievance procedure nor shall the interaction during these meetings be the basis of a grievance.

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

ARTICLE XXII

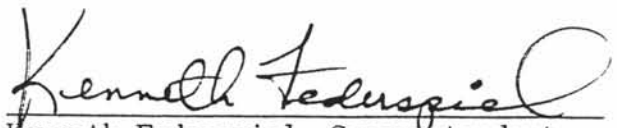
DURATION OF AGREEMENT

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

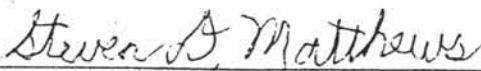
Upon ratification by both parties, terms and conditions of the Agreement concerning salary and fringe benefits for the three year period, 1990-1993 shall be retroactive to July 1, 1990 and shall continue in effect until the 30th day of June, 1993. The Agreement shall not be extended orally and it is 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 grievance under this Agreement occurring between July 1, 1993 and ratification may be pursued through level three (3) of the Grievance Procedure. Grievances alleged to have occurred after the date of ratification will have access to the full Grievance Procedure including arbitration. Insurance coverages shall become effective at the earliest date allowed by the carrier.



Robert P. Morris, IEA/MEA/NEA



Kenneth Federspiel, Superintendent



Steven D. Matthews, IEA/MEA/NEA



Clarence Reeves, Pres. Board of Educ.

ARTICLE XXIII - APPENDIXES

APPENDIX SS-5

SALARY SCHEDULE

1990-91

<u>EXP</u>	<u>INDEX</u>	<u>BA</u>	<u>BA+20</u>	<u>MA I</u>	<u>MA II</u>	<u>MA+15</u>	<u>ED.S.</u>
		1.00	1.03	1.06	1.09	1.10	1.105
0	1.00	21,456	22,099	22,743	23,387	23,601	23,708
1	1.05	22,528	23,204	23,880	24,556	24,781	24,894
2	1.10	23,601	24,309	25,017	25,725	25,961	26,079
3	1.15	24,674	25,414	26,154	26,895	27,141	27,265
4	1.20	25,747	26,519	27,291	28,064	28,321	28,450
5	1.25	26,819	27,624	28,429	29,233	29,501	29,635
6	1.30	27,892	28,729	29,566	30,402	30,681	30,821
7	1.35	28,965	29,834	30,703	31,572	31,861	32,006
8	1.40	30,038	30,939	31,840	32,741	33,042	33,192
9	1.45	31,111	32,044	32,977	33,910	34,222	34,377
10	1.50	32,183	33,149	34,114	35,080	35,402	35,563
11	1.55	33,256	34,254	35,251	36,249	36,582	36,748
12	1.60	34,329	35,359	36,389	37,418	37,762	37,933
16	1.65	35,402	36,464	37,526	38,588	38,942	39,119
21	1.70	36,474	37,569	38,663	39,757	40,122	40,304
25	1.75	37,547	38,674	39,800	40,926	41,302	41,490
28	1.80	38,620	39,779	40,937	42,096	42,482	42,675

The additional hours required for B.A.+20 or M.A.+15 must be 400 level or above or be approved prior to enrollment in the course by the Superintendent and the Association President.

It is understood that teachers on, or reaching, the old B.A.+15 level prior to September 1, 1970, shall be recognized on the B.A.+20 schedule until September 1, 1972. At that time those not meeting the requirement shall be placed on the B.A. schedule.

Up to 15 hours of lower than 400 level credit completed prior to September 1, 1970 will be accepted toward the B.A.+20 for teachers employed full time in the district prior to the 1970-71 school year. The term M.A. I refers to a Master of Arts degree in a field other than teaching responsibility of the holder, i.e., a classroom teacher holding an M.A. in guidance or physical education. The term M.A. II refers to a Master of Arts degree in a field of the teacher's assignment. The term M.A.+15 includes the M.A. II definition and requires an additional 15 semester hours of graduate level course work in the field of teaching responsibility.

ARTICLE XXIII - APPENDIXES (Continued)

APPENDIX SS-5

SALARY SCHEDULE

1991-92

EXP	INDEX	BA	BA+20	MA I	MA II	MA+15	ED.S.
		1.00	1.03	1.06	1.09	1.10	1.105
0	1.00	22,582	23,260	23,937	24,615	24,841	24,954
1	1.05	23,712	24,423	25,134	25,846	26,083	26,201
2	1.10	24,841	25,586	26,331	27,076	27,325	27,449
3	1.15	25,970	26,749	27,528	28,307	28,567	28,697
4	1.20	27,099	27,912	28,725	29,538	29,809	29,944
5	1.25	28,228	29,075	29,922	30,769	31,051	31,192
6	1.30	29,357	30,238	31,119	31,999	32,293	32,440
7	1.35	30,486	31,401	32,315	33,230	33,535	33,687
8	1.40	31,615	32,564	33,512	34,461	34,777	34,935
9	1.45	32,745	33,727	34,709	35,692	36,019	36,183
10	1.50	33,874	34,890	35,906	36,922	37,261	37,430
11	1.55	35,003	36,053	37,103	38,153	38,503	38,678
12	1.60	36,132	37,216	38,300	39,384	39,745	39,926
16	1.65	37,261	38,379	39,497	40,615	40,987	41,173
20	1.70	38,390	39,542	40,694	41,845	42,229	42,421
24	1.75	39,519	40,705	41,890	43,076	43,471	43,669
27	1.80	40,648	41,868	43,087	44,307	44,713	44,916

The additional hours required for B.A.+20 or M.A.+15 must be 400 level or above or be approved prior to enrollment in the course by the Superintendent and the Association President.

It is understood that teachers on, or reaching, the old B.A.+15 level prior to September 1, 1970, shall be recognized on the B.A.+20 schedule until September 1, 1972. At that time those not meeting the requirement shall be placed on the B.A. schedule.

Up to 15 hours of lower than 400 level credit completed prior to September 1, 1970 will be accepted toward the B.A.+20 for teachers employed full time in the district prior to the 1970-71 school year. The term M.A. I refers to a Master of Arts degree in a field other than teaching responsibility of the holder, i.e., a classroom teacher holding an M.A. in guidance or physical education. The term M.A. II refers to a Master of Arts degree in a field of the teacher's assignment. The term M.A.+15 includes the M.A. II definition and requires an additional 15 semester hours of graduate level course work in the field of teaching responsibility.



ARTICLE XXIII - APPENDIXES (Continued)

APPENDIX SS-5

SALARY SCHEDULE

1992-93

<u>EXP</u>	<u>INDEX</u>	<u>BA</u>	<u>BA+20</u>	<u>MA I</u>	<u>MA II</u>	<u>MA+15</u>	<u>ED.S.</u>
		1.00	1.03	1.06	1.09	1.10	1.105
0	1.00	23,768	24,481	25,194	25,907	26,144	26,263
1	1.05	24,956	25,705	26,453	27,202	27,452	27,576
2	1.10	26,144	26,929	27,713	28,497	28,759	28,889
3	1.15	27,333	28,153	28,973	29,793	30,066	30,203
4	1.20	28,521	29,377	30,232	31,088	31,373	31,516
5	1.25	29,709	30,601	31,492	32,383	32,680	32,829
6	1.30	30,898	31,825	32,752	33,679	33,988	34,142
7	1.35	32,086	33,049	34,011	34,974	35,295	35,455
8	1.40	33,275	34,273	35,271	36,269	36,602	36,768
9	1.45	34,463	35,497	36,531	37,565	37,909	38,082
10	1.50	35,651	36,721	37,790	38,860	39,216	39,395
11	1.55	36,840	37,945	39,050	40,155	40,524	40,708
12	1.60	38,028	39,169	40,310	41,451	41,831	42,021
16	1.65	39,216	40,393	41,569	42,746	43,138	43,334
20	1.70	40,405	41,617	42,829	44,041	44,445	44,647
24	1.75	41,593	42,841	44,089	45,337	45,753	45,961
27	1.80	42,782	44,065	45,348	46,632	47,060	47,274

The additional hours required for B.A.+20 or M.A.+15 must be 400 level or above or be approved prior to enrollment in the course by the Superintendent and the Association President.

It is understood that teachers on, or reaching, the old B.A.+15 level prior to September 1, 1970, shall be recognized on the B.A.+20 schedule until September 1, 1972. At that time those not meeting the requirement shall be placed on the B.A. schedule.

Up to 15 hours of lower than 400 level credit completed prior to September 1, 1970 will be accepted toward the B.A.+20 for teachers employed full time in the district prior to the 1970-71 school year. The term M.A. I refers to a Master of Arts degree in a field other than teaching responsibility of the holder, i.e., a classroom teacher holding an M.A. in guidance or physical education. The term M.A. II refers to a Master of Arts degree in a field of the teacher's assignment. The term M.A.+15 includes the M.A. II definition and requires an additional 15 semester hours of graduate level course work in the field of teaching responsibility.

ARTICLE XXIII - APPENDIXES (Continued)

APPENDIX ED-5

EXTRA DUTIES SCHEDULE

Annual	2% for 5th class or 6% if out of school time
Journalism	2% for 5th class or 3.5% if out of school time
Debate	7%
Forensics	4%
Drama Coach of Drama Class Production	3% (3 Act - Approved for Community Admission charged)
Drama Coach of an All School Production	6%
Asst. Drama Coach - Musical Production	4%
FFA	7%
FHA	3% (1), 1.5% (2)
Cadet Teacher Program	2%
Varsity Club	3%
Cheerleader Advisor	7% High School, 4% Jr. High School, 5.5% each if co-sponsored
Pom Pon Advisor	5%
Band	6.5% High School, 5.5% Junior High
Choral	5%
Freshman Advisor	1.5% (2)
Sophomore Advisor	1.5% (2)
Junior Advisor	3.5% (2)
Senior Advisor	3.5% (2)
Clubs Approved	1%
Student Council	3.5% High School, 1.5% Jr. High
Elementary Student Council	1%
Safety Patrol	2%
Olympics of the Mind	1.5% per team
Business Professionals of America Advisor	2.0%
CSAA Academic Teams:	
Quiz Bowl	2.5%
Model UN	2.0%
Language Arts	1.0%
Computers	1.5%
Art	\$50

Summer Positions

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

The percentage amount shall be computed on the experience level in the activity through 9 levels (0-8) of the BA schedule.

ARTICLE XXIII - APPENDIXES - (Continued)

APPENDIX ED-6

COACHING/ATHLETIC SCHEDULE

Athletic Director	11.5%
Assistant Athletic Director	7%
Equipment Manager	8.5%
Head Football Coach	11.2%
Assistant Football Coaches	7.7%
Head Basketball Coach	11.2%
Junior Varsity Basketball Coach	8.5%
Freshman Basketball Coach	6.9%
7th or 8th Grade Basketball Coach	4.6%
Varsity Baseball Coach	8.0%
Junior Varsity Baseball Coach	3.8%
Varsity Softball Coach	8.0%
Junior Varsity Softball Coach	3.8%
Varsity Track Coach	8.0%
Assistant Track Coach	4%
Junior High Track Coach	3.8%
Cross Country Coach	5%
Wrestling Coach	10%
Assistant Wrestling Coach	4%
Junior High Wrestling Coach	3.8%
Tennis Coach	5%
Golf Coach	5%
Volleyball Coach	8.0%
Junior Varsity Volleyball Coach	4%
Junior High Volleyball Coach	3.8%

The percentage amount shall be computed on the experience level in the activity through 9 levels (0-8) of the BA schedule.

ARTICLE XXIII - APPENDIXES (Continued)

APPENDIX SC-5

CALENDAR

1990-91

August 23	Teacher Work Day
August 27	First Day for Students (Student Half Day - Teacher Full Day)
September 3	Labor Day
September 12	Half Day Inservice
October 26	End of Marking Period
November 1 & 2	Parent/Teacher Conferences
November 22-25	Thanksgiving Recess
Dec. 22 - Jan. 1	Christmas Recess
January 10 & 11	End of Semester (Student Half Days - Teacher Full Days)
March 15	End of Marking Period.
Mar. 29 - Apr. 7	Spring Break (March 29 Good Friday)
May 27	Memorial Day
May 28	School Dismissed Approximately 2:00 p.m. (After Exams)
May 29	Last Day for Students (Student Half Day - Teacher Full Day)
May 30	Teacher Full Day (Grades, records, etc.)

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Totals: 181 Student Days (179 Regardless of Weather)  
(The Board retains the right to designate one student day for the inservice of professional staff.)

183 Teacher Days

ARTICLE XXIII - APPENDIXES (Continued)

APPENDIX SC-5

CALENDAR

1991-92

August 22	Teacher Work Day
August 26	First Day for Students (Student Half Day - Teacher Full Day)
September 2	Labor Day
	End of Marking Period
	Parent/Teacher Conferences
Nov. 28 - Dec. 1	Thanksgiving Recess
Dec. 23 - Jan. 1	Christmas Recess
	End of Semester (Student Half Days - Teacher Full Days)
	End of Marking Period.
March 21-29	Spring Break
April 17	Good Friday (No School)
May 25	Memorial Day
May 27	School Dismissed Approximately 2:00 p.m. (After Exams)
May 28	Last Day for Students (Student Half Day - Teacher Full Day)
May 29	Teacher Full Day (Grades, records, etc.)

---

Totals: 181 Student Days (179 Regardless of Weather)  
(The Board retains the right to designate one student day for the inservice of professional staff.)  
183 Teacher Days

ARTICLE XXIII - APPENDIXES (Continued)

APPENDIX SC-5

CALENDAR

1992-93

To be negotiated.

ITHACA PUBLIC SCHOOLS

Ithaca, Michigan

APPLICATION FOR PERSONAL BUSINESS LEAVE

To be filled out by the teacher:

NAME \_\_\_\_\_ DATE \_\_\_\_\_

BUILDING \_\_\_\_\_

DATE(S) OF ABSENCE \_\_\_\_\_

\_\_\_\_\_  
Signature of Teacher

This signature certifies that the reason for my absence is in compliance with the collective bargaining agreement, Article XX - Section C, which states:

Personal Business Leave - Two (2) days per year may be used for personal business purposes. Personal business means those activities which are of such a nature that they cannot be attended to at a time when school is not in session. Application for such leave must be made in writing to the superintendent or in designee at least forty-eight (48) hours in advance, except in emergencies as approved by the superintendent. It is further provided that the total number of teachers granted leave on any given day shall be reasonably limited.

Absence for illness of father, mother, daughter, or spouse after the two applicable sick days have been exhausted, shall be deducted from pay, except that personal business days may be used if available.

To avoid unanticipated loss of wage, it is advised that teachers consult with their principal and/or Association representative regarding the propriety of their leave prior to its use.

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APPROVED BY PRINCIPAL \_\_\_\_\_

Signature of Principal

Date

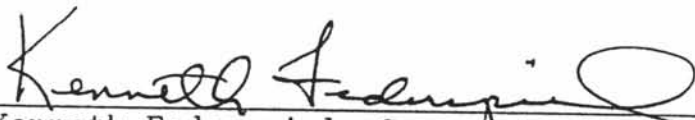
\_\_\_\_\_  
This Space for Payroll Department

MEMORANDUM OF AGREEMENT

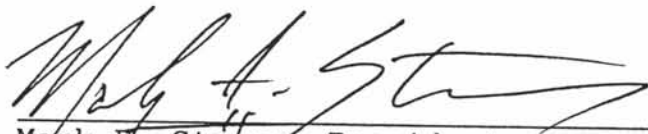
Re: Use of Aides in Study Halls

It is hereby agreed by and between the undersigned parties that for the 1990-91 school years, the Employer, Ithaca Public Schools, may assign aides to monitor study halls at the high school or junior high level instead of assigning study halls to bargaining unit members of the Ithaca Education Association/MEA/NEA provided that such assignment does not occur while there has been a layoff or reduction in hours of any teacher in the bargaining unit.

This agreement is entered into this 9<sup>th</sup> day of OCTOBER, 1990 by and between the undersigned parties.



Kenneth Federspiel, Superintendent  
Ithaca Public Schools



Mark E. Strong, President  
Ithaca Education Association/MEA/NEA