

COLLECTIVE BARGAINING AGREEMENT

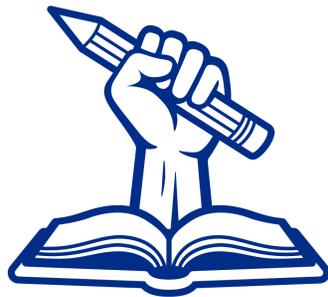
BETWEEN

THE ITHACA TEACHERS ASSOCIATION

AND

**THE SUPERINTENDENT OF SCHOOLS OF THE ITHACA CITY
SCHOOL DISTRICT**

July 1st 2025 → June 30th, 2028



ITA

**ITHACA TEACHERS
ASSOCIATION**

Changes Effective July 1, 2025

All changes to the 20190-25 CBA are highlighted in blue. Below are links to the changes.

[Parent Meetings Change to Caregiver Meetings*](#)

[Simplified Language*](#)

[Tenure Denial Protections](#)

[Reporting Unavailable for Duty](#)

[Updated Grievance Procedure](#)

[Clarifying PD Expectations](#)

[Progressive Discipline Procedure](#)

[Curriculum Night](#)

[Lactation Spaces](#)

[Release Time for Lactating Teachers](#)

[Protection of Academic Freedom](#)

[After School Responsibilities \(WED\)](#)

[Caregiver Conferences Change](#)

[Duties for TOSA](#)

[Classroom Facility Update](#)

[The Right to Switch Off](#)

[Overage Definition for RSP](#)

[Inclusion Planning Time](#)

[Related Service Provider Responsibilities](#)

[Assignment Notification Window](#)

[Extended Family Leave](#)

[AI Protections](#)

[Teacher Input on District Curriculum](#)

[Tuition Waivers for Teacher Families](#)

[Membership Extended to Coaches and Theatre Teachers](#)

[Teacher Leaders](#)

[Continuation of Retiree Health Insurance](#)

[Workers Compensation](#)

Union Communications: [Public Announcement](#) and [Email](#)

[Annual ENL PD](#)

[COLA Adjustment for Extra Pay Rates](#)

[Club Advisor Stipends](#)

[Step and Lane Salaries](#)

[Modernized HR Operations*](#)

[Teacher Workday](#)

[Student School Day](#)

[Visual Arts Extracurriculars](#)

[Annual State Mandated Trainings](#)

[Superintendent's Hiring Discretion](#)

[Microcredential PD \(SIPS and DIPS\)](#)

*Language Changed Throughout Agreement so there is no Determined Place

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Article 1: Preamble

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

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

The parties also agree that caregiver and public understanding, involvement, and cooperation are necessary to the development and improvement of public education and the Ithaca City School District. It is also recognized that there are institutional and community resources capable of significant contribution toward the improvement of the School District. The parties acknowledge that the faculty's primary responsibility is to educate the children and that its energies should, to the maximum extent possible, be utilized to this end.

The ITA and the District support the concept of Academic Freedom. Both parties recognize that the democratic values of individual freedom and social responsibility can best be transmitted in an atmosphere free from censorship and artificial restraints. Teachers have the right to study and present facts and ideas concerning humanity, society, the sciences, and all other branches of learning. Instructional material should have educational value, be relevant to the curriculum, and suitable to the age and maturity of the students. Teachers are guaranteed freedom of individual conscience and the right of free inquiry and expression.

WITNESSETH:

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

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

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

WHEREAS, The parties have reached certain understandings which they desire to confirm in this agreement, IT IS HEREBY AGREED AS FOLLOWS

Article 2: Recognition

Article 2: Recognition

A. Nature and Terms

The Board of Education of the Ithaca City School District has determined that the Ithaca Teachers Association is supported by a majority of the teachers in a unit composed of all teachers of said district, professionally certified by the Department of Education of the State of New York, or are occupying positions for which professional certification is normally required, including all teachers, guidance counselors, instructional and athletics coaches, occupational therapists, physical therapists, speech therapists, social workers, extracurricular activity advisors, Teachers on Special Assignment (TOSAs), and any other professional that is working in a teaching capacity within ICSD or doing work covered by this CBA.

Therefore, the Board of Education of the Ithaca City School District recognizes the Ithaca Teachers Association as the exclusive representative of the teachers in such unit for the purposes of negotiations regarding wages, hours, as well as terms and conditions of employment, the settlement of grievances, and for all other lawful purposes under the laws of the State of New York.

B. Dues Deduction

Recognizing that union membership is not a requirement of employment and teachers are not obligated to agree to any deductions from their pay to the union, the District agrees to the principle of the check-off of Association dues. The annual dues amount will be determined by the Association in accordance with the forms and procedures as agreed upon by the Association and the District. The District agrees that the privilege of the check-offs will not be extended to any other organizations for this negotiating unit.

C. Dues Deduction Procedure

The District agrees to deduct union dues from the monies paid to each unit member and remit the same to the Association. The Association will notify the District's payroll department of the frequency of dues deductions and the amount for deductions for each member's annual dues. Such deductions will only be made from the payroll of unit members who have signed dues deduction authorization forms transmittable in any format permitted by Article Three of the New York State Technology Law. The right to dues deduction shall remain in full force and effect as per the Taylor Law.

In the event that a unit member notifies the District that the unit member is withdrawing the unit member's voluntary authorization for dues deduction, the District shall stop the check-off of dues for that employee and notify the Association of the same within twenty (20) business days.

The District agrees to furnish the Association with the hiring and starting date, building/work assignment (tenure area/department) and contact information including home address, of all new employees within five (5) days of Board appointment.

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

D. Hold Harmless Clause

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

Article 3: Definitions

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

ASSOCIATION- The Ithaca Teachers Association (ITA).

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

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

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

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

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

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

Article 4: Time and Scope of Negotiations

A. Procedures

The parties agree to enter into collective negotiations in accordance with the procedures set forth herein in a good faith effort to reach an Agreement on all matters raised by either party concerning the terms and conditions of teachers' employment. Such negotiations and the phrase "terms and conditions of employment" shall be deemed to include all areas covered by this Agreement and all other matters of mutual concern in the operation of the school system. Any Agreement so negotiated shall apply to all members of the employer-employee unit represented by the Association, be reduced to writing, and be signed by the authorized person representing the Superintendent and the Association.

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

B. Availability of Budgetary and Statistical Information

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

C. Appeal to Public Employment Relations Board

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

D. Processing of Matters Not Specified

In matters not covered by this Agreement, the District will deliver notice in writing to the President of the Association of any changes being considered in the salaries, wages, hours, and other terms and conditions of employment (as defined by the Public Employees Relations Board) or policies affecting any of these items.

The Association has the right to negotiate with the Board regarding any such proposed changes provided it files a request with the Superintendent within fifteen (15) school days after the receipt of said notice.

E. Negotiations with Other Organizations Prohibited

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

F. Maintenance of Standards

Except as required by this Agreement, or by a mutually agreed upon amendment to this Agreement as a result of a problem-solving effort, both parties shall maintain at least the present standards affecting the terms and conditions of employment of the members of the faculty unit. This Agreement shall not be interpreted or applied in any manner which will deprive teachers of professional and/or employment benefits and/or advantages heretofore enjoyed, or deprive the District of its legally mandated responsibilities.

G. Balancing Requirements and Resources

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

Article 5: Teacher Administration Liaison

A. Building Representatives

The Association's building representative(s) and building Principal shall meet once every two weeks if requested by either party during the school year. The purpose of these meetings is to review and discuss local school problems and practices. Each building representative shall have the right to schedule Association meetings before or after school or during the lunch period in their building. The building representative(s) shall be provided with not less than ten (10) minutes time at all building faculty meetings to report on Association matters.

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

B. Association/Superintendent Liaison Committee

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

C. Curriculum and Program Development and Implementation

To maximize student outcomes when selecting and implementing new curricular programs, the district will ensure:

1. Access to Aligned Curriculum Resources:

- a. All teachers will be provided with curriculum resources that are rigorously aligned to NYS and district standards. These resources will include digital and print materials, scaffolding supports for diverse learners, and assessment tools.

2. Teacher Voice in Curriculum Selection:

- a. When considering a new curriculum, a Curriculum Review Committee (CRC) responsible for reviewing, evaluating, and recommending curriculum resources based on their alignment with standards, demonstrated effectiveness, and applicability in diverse classroom settings will be established. This committee will include General Education teachers representing the scope of grade levels the curriculum will support as well as teachers representing specialized areas such as Reading, Special Education, Speech, and ENL.
- b. Teachers will be compensated at their professional hourly rate for their participation in this committee if the committee meets outside of contractual hours.

3. Compensated Professional Learning:

- a. Teachers will be provided with paid professional development days to engage in training for the implementation of a new curriculum. This includes learning resource functionality, instructional strategies, and integration of culturally responsive practices.
- b. Ongoing support, including coaching, Professional Learning Communities (PLCs), and peer-led workshops, will be integrated into the school calendar.

4. Feedback and Iteration:

- a. The district will establish feedback loops to gather input from teachers on the implementation process for the first three years of any new curriculum. Feedback will be used to refine pacing guides, supplemental materials, and professional development offerings.

5. Time and Support for Curriculum Preparation:

- a. Teachers implementing new district-adopted curriculums will be able to submit timesheets for up to 20 hours of compensated summer planning time before the start of the school year.
- b. Every effort will be made to provide additional release time during the year for collaborative planning and lesson design.

D. Teacher Consultation on Building Programs

In formulating designs and plans for the construction of new school buildings and/or the material alteration of existing school facilities, the Board, the administration and the architects will consult with representative teachers of those grade levels and specialties to be affected thereby, and all timely written recommendations and suggestions will be considered in formulating such plans.

E. School Based Decision-Making Committees

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

Article 6: Professional Development and Educational Improvements

A. Expenses of Professional Workshops and Conferences

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

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

The funds budgeted for the purposes of professional development each year shall be apportioned among the several buildings and District-wide departments on the basis of the number of FTE in each. Beginning July 1, 2016, funds for professional workshops, seminars, conferences, or other professional improvement sessions will be allocated to the buildings and District-wide departments at the following rates:

2025-26	2026-27	2027-28
\$102	\$104.04	\$106.12

The teachers in a building or District-wide department can submit requests for the funding of individual, departmental, group or building-wide or district-wide professional workshops, seminars, conferences, or other professional improvement sessions to their building or district-wide department committee. The committees will review and act upon the requests for professional improvement when deciding how to distribute expenditures of said funds. At least 30% of the funds shall be set aside for activities held in the second semester of each school year. These committees will be made up of teacher representatives appointed by the Association and administrators who will collaboratively determine which requests will receive funding.

In addition, teachers shall be compensated at the IRS rate for mileage, for which they have prior approval, when their attendance at professional development workshops requires the use of their personal vehicle.

B. Development of New Programs

The Board agrees to involve the Association in the development of new curricula or teaching programs in accordance with Article 5.C of this agreement. The Board shall have the right to involve such persons as it may deem fit in the development of such programs. Recommendations for teacher participants will be sought from the Association prior to the appointment of teachers.

C. Teacher Improvement Plan

The conditions for Teacher Improvement Plans (TIP) are detailed in the APPR Plan documents as agreed upon by the parties and approved by the New York State Department of Education (NYSED).

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

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

Article 7: Teacher Employment

A. Prior Experience Credit

Up to twenty-five (25) years of teaching experience will be given for full-time employment in a duly accredited public school. Up to five (5) years of teaching experience will be given for full-time employment in a parochial school, private school, Department of Defense school, or Department of State school. Additionally, credit for related work experience and military experience may be given. This credit shall be granted at the time of initial employment, and once granted and verified, may not later be diminished.

B. Re-Employment of Teachers

A tenured teacher who has resigned from the District and who returns to the District may be appointed to a probation period of fewer than four (4) years if warranted in the judgment of the Board and consistent with Education Law.

C. ITA Notification (New Employees, Returning Employees)

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

Article 8: Teacher Assignment, Transfer, and Promotion

A. Salary and Assignment Notices

1. Teachers will be notified in writing of their salaries for the coming school year within twenty (20) days after the parties have agreed upon the salaries for such year, and by February 1st for any year for which salaries are not to be negotiated.

Every effort will be made to notify returning teachers of their teaching assignments for the next school year by June 30th. Returning teachers will be notified in writing of their teaching assignments for the following school year by the building Principals or their immediate supervisor. This notification will include the school(s) to which they will be assigned, the grade(s) and/or subject(s) that they will teach, and any new or atypical class(es) that they will have.

- a. If notice of a reassignment is given on or after August 15th, the member shall be entitled to two (2) days of paid time to prepare for the new assignment. Payment for these days will be made after the submission of a timesheet.
 - i. If notice of a reassignment that involves an inclusion assignment is given on or after August 15th, all teachers affected will be provided two (2) days of paid time to prepare for the new assignment. Payment for these days will be made after the submission of a timesheet.

B. Area of Assignment

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

C. Notices of Any Application for Vacancies

No less than twice each semester, the Superintendent shall have posted on all faculty bulletin boards in all school buildings a list of all known vacancies in the faculty unit for the then current and the following school year. The method of applying for the position will be clearly set forth in the notice.

Such notices shall be posted as far in advance as practicable, ordinarily at least fifteen (15) days before the final date when applications must be submitted and in no event less than ten (10) days before such a date. In the case of vacancies occurring during summer vacation, the notice thereof shall be posted in the administration offices of the Ithaca City School District and a copy thereof shall be sent to the Association and to each individual teacher previously registering with the Board of Education in the manner hereinafter provided for such openings.

In the case of vacancies that would occur as a result of the District receiving a notice of retirement ninety (90) or more days prior to the retirement date, and said position is intended to be filled, the District shall post the vacancy within five (5) business days of the Office of Human Resources receiving the official notification.

The Superintendent of Schools or their designee shall agree with the representative of the Association on the content and form of all applications for transfer, reassignment, and/or promotion to be used for positions in the negotiations unit represented by the Association. Any teachers who desire to apply for any such vacancy shall submit their applications in writing to the Office of Human Resources within the time limit specified in the notice.

Teachers who desire to be informed of positions which become vacant during summer months may inform the Office of Human Resources in writing of postal and/or electronic addresses at which they may be contacted during the summer months. The Office of Human Resources will mail notices of vacancy to those teachers who provide the Office of Human Resources with self-addressed envelopes or mailing labels for this purpose.

D. Requests for Transfer

Teachers desiring a change in assignment shall file a written statement of such desire with the Administrator responsible for personnel by April 1st. All such requests will be honored to the extent that they do not conflict with the instructional requirements and best interests of the School District. Teachers will receive a written response to their request by August 1. The written response will inform the teacher whether the request has been granted or denied or whether the District will need additional time to consider the request.

If the written response advises the teacher of the need for additional time, it will also ask the teacher to advise the District of the date beyond which the teacher would no longer be interested in the change of assignment for the ensuing school year and the request will be considered withdrawn on that date or seven (7) calendar days before the commencement of classes for the ensuing school year if the teacher does not specify a date.

E. Notice of Hiring and Transfer

The names and addresses of every teacher newly hired, reassigned, transferred, or promoted in the school system will be made available to the Association via the Board of Education report or by request to the office of Human Resources.

F. Qualification for Assignment

Vacancies including athletics, extracurricular, and other stipended positions shall be filled from within where practicable. All appointments and assignments to any and all vacancies and openings shall be based on qualifications, experience, and certification. Every unsuccessful applicant will be advised of the filling of the vacancy as soon as possible after the same is filled. Unsuccessful applicants who are represented by the Association shall, upon request, be furnished with an explanation as to why they did not receive the appointment to such vacancy.

G. Salary of Long-term Substitutes

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

H. Probationary Service of Transferred Teachers

The voluntary transfer or reassignment of any tenured member represented by the Association to a position outside of their existing tenure area may require a probationary period of fewer than four (4) years in the new position if warranted in the judgment of the Board and consistent with Education Law.

I. Involuntary Transfers

It is recognized that some involuntary transfers of teachers from one building to another or reassignment within a tenure area may be in the best interests of the District but should be held to a minimum. Notice of any such involuntary transfer shall be given as soon as practicable and under normal circumstances not later than June 10. However, if notice is given on or after August 15, the member shall be entitled to two (2) days of paid time to prepare for the new assignment. Payment for these days shall be made after the submission of a time sheet.

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

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

J. Schedules and Reimbursement of Teachers Required to Travel

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

K. Administrative Approval of Assignments

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

L. Hiring and Assigning Administrators

The Board of Education will ask the Association for teacher representatives to participate in interviews of candidates being considered for employment as Superintendent of Schools. The teachers shall be appointed by the Association, comprise at least 1/3 of the committee, number at least 4, and jointly develop, with the administration or the Board of Education, the questions the candidates are asked.

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

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

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

M. Teacher Training

A responsibility of skilled, veteran teachers is to help inexperienced teachers develop as professionals. The Association and District will encourage experienced teachers to work with beginning teachers. Those staff members assuming responsibility for the training of pre-service personnel and/or Teacher Aides/Assistants shall make their own compensation arrangements with such educational institutions which may be requesting this training. This type of training should assure a continual development of highly competent professionals.

N. Involvement in Teacher Education Programs

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

O. Tenure Areas and Seniority

Teacher Tenure Areas: There are two types of teacher tenure areas in existence at this time. Teachers appointed prior to August 1, 1975, are referred to as “Baer” teachers and their tenure areas are as established in their Board of Education appointments. Teachers appointed after August 1, 1975, are referred to as “Part 30” teachers and their tenure areas are set forth in Part 30 of the Rules of the Board of Regents. Seniority lists will reflect the State Education Law’s requirements as to both Baer and Part 30 teachers.

Seniority Factors: The factors utilized in determining the amount of seniority for each teacher are:

- a. One (1) year of credit has been counted for each full school year (September through June) where the teacher’s employment status has been full-time.
- b. One-tenth (.1) credit has been counted for each full month in years where a full year’s service has not been rendered.
- c. In cases where a teacher does not complete a full month’s service, the teacher shall be credited with service equal to the number of paid days worked during the month.
- d. No credit has been counted for unpaid leaves of absence granted by the Board of Education.
- e. Credit has been counted for paid leaves of absence.
- f. Service is credited from the date of appointment. When two (2) teachers start on the same date, the date of the Letter of Intent will determine the order of seniority. If both are the same, a lottery will determine the order of seniority.
- g. Part-time seniority credit will be prorated on the basis of actual time worked (i.e., a 0.5 teacher will receive 1 year seniority credit for 2 years of ½ time service).
- h. Disagreements on individual seniority will be discussed at a meeting with the Personnel Administrator and the Association.
- i. Section 30.13 of the Rules of the Board of Regents as outlined will apply to all pre- and post-August 1, 1975, teacher appointments.

Abolished Positions: When the Board of Education abolishes professional education positions, it shall do so in accordance with the provisions of Sections 2510, 2585, and 3013 of New York State Education Law.

- a. The Board shall identify the tenure area in which the professional education position is abolished.

- b. The Board shall determine the person having the least seniority in the tenure area affected by the abolition.
 - c. Should the individual identified have tenure or be in probationary status in additional tenure areas created by this Part, the individual shall be transferred to such other tenure area in which the individual has greatest seniority and shall be retained in such area if there is a professional educator having less seniority than the individual in such other tenure area.
 - d. If such individual is junior in service in such second tenure area, the individual shall be transferred in succession, in order of length of service, to each of the areas in which the individual shall have acquired tenure or be in a probationary status and shall be retained in any such area if there is a professional education in such area having less seniority than the individual.
4. **Reductions in Force:** If at the time of a reduction in force a part-time teacher exercises their seniority rights to claim a specific position, the teacher must accept the position (full-time or part-time) at its current time allotment unless the District agrees to allow a change in the time allotment (see Sections 2510, 2585, and 3013 of New York State Education Law).
5. **Part-time teachers:** Part-time teachers holding valid teaching certificates, who are employed fifty percent (50%) or more, shall be eligible for tenure upon completing the equivalent of four (4) full years of service in the District.
Examples:
0.5 employment would require eight (8) years of service.
0.8 employment would require five (5) years of service.
6. **Non-tenured teachers:** shall be formally observed in accordance with the mutually agreed upon APPR document.

P. Affirmative Action

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

Article 9: School Building Facilities

A. Safety of Facilities

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

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

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

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

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

B. Classroom Facilities

1. Each classroom will be adequately heated, lighted, ventilated, furnished, and be acoustically satisfactory for the purpose of the subject being taught. Adequate facilities for storing instructional materials and supplies will be provided for all teachers.
2. Classrooms should not be regularly used to simultaneously teach two different rostered classes without collaboration with the teachers using the classroom. If classrooms are used in this way, all teachers assigned to the space will be provided their own lockable space to store their personal items and appropriate workspace to engage in professional duties.
3. Educators providing student services or attending meetings that require confidentiality, discretion, or sharing of sensitive student data will be provided appropriate space in the building as needed to do this work.
4. The District will not knowingly require a teacher to perform duties in areas in which a teacher's or student's health, safety or well-being may be endangered.

C. School Building Facilities

The following facilities are desirable for all school buildings:

1. an adequately heated, lighted, ventilated, and furnished teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials;
2. a communication system so that teachers can communicate with the main building office from their classrooms and get timely response by adult personnel during school hours;
3. an adequately heated, lighted and furnished room, with telephone, to be reserved for the exclusive use of the teachers as a faculty lounge, said room to be in addition to the aforementioned teacher work area;
4. adequately lighted heated, ventilated, and clean adult restrooms, gender neutral and/or separate for each gender, and separate from the students' restrooms;
5. a separate, private dining area for the use of District employees;
6. a parking area with an adequate portion thereof reserved for teacher parking.

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

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

Each teacher shall have adequate work and storage space assigned to them for their personal use.

D. Facilities and Clerical Staff Supporting Teachers

All Department Leaders, Coordinators, Curriculum Head, School Counselors, School Psychologists, School Social Workers, Librarians, Deans, Teachers on Special Assignment and other teachers requiring telephone facilities, office equipment and machinery, and clerical staff shall be furnished with the same adequate and appropriate quantity to enable them to fulfill effectively their professional assignments and duties and to relieve them from non-professional clerical tasks where applicable.

E. Use of Keys

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

F. Admission to School Events

All professional staff and immediate family members accompanying the staff members may be admitted to all Ithaca City School District sponsored events free of charge.

Article 10: Teacher Protection, Student Discipline, and Classroom Interruptions

A. Anti-Discrimination

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

B. Individual Freedom

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

C. Teacher Protection

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

D. Physical Restraint and Reports

The District will provide teachers, upon request, with TCIS training or other training regarding the District approved restraint methods. Such training shall include an understanding of when and how to restrain students.

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

E. Save Harmless

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

F. Complaints

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

G. Disciplinary Orders

Teachers shall receive instructions and directions from supervisory personnel and implement the same.

H. Building Evacuation

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

I. Challenges Faced in the Classroom Setting

Students causing disruption to the learning environment impedes the educational progress of the entire class. No such student shall knowingly be assigned to any class without the teacher first having been informed of the known facts relative to such student. Teachers encountering such students in their classrooms shall be given early support in the form of psychological and social casework assistance.

In the event that the presence of any student or students becomes unduly disruptive to the conduct of instruction or threatens the welfare and/or safety of the teacher and/or the students, the teacher is hereby authorized to remove forthwith such student or students from the class until such time as the disruptive behavior has been addressed and through collaboration with the teacher(s) and Principal directly involved, best serves the interest of the District and the student.

If the student continues to be disruptive upon return to the class, the student will then be removed from said classroom situation and be referred for alternate instruction with the school and/or community resource personnel.

J. Suspension of Pupils

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

K. Classroom Interruptions

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

L. Attendance Records

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

M. Transfer of Student After a Term has Started

If possible, teachers will be given twenty-four (24) hours' notice before a new pupil is placed in their class. When this transfer involves a child already enrolled in the District, the new teacher will have access to all available records in the School Counselor's or Principal's office within twenty-four (24) hours. In the event that a child is transferring from another school district, the administration shall make every effort to obtain the placement information within twenty-four (24) hours.

N. Safety Education Training

Any teacher who is responsible for a group of District students on a day or overnight trip, exclusive of students participating in athletic competition, will be eligible to attend a first aid training program every other school year. The program will be supported by the Board of Education and will be conducted by a School Nurse Teacher or other appropriately certified trainer. Additionally, the District will provide training in the use of an automatic external defibrillator (AED) to district approved teachers who volunteer to be in charge of the AED machine during school functions and trips.

O. Right to Prior Notification

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

P. Transfer of District Programs

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

Q. Hepatitis B Inoculation

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

R. Use of Artificial Intelligence

Both the District and the Association highly value the benefits of human teachers and human connection in the classroom, but also understand that ever-evolving technology has a place in education. To that end, generative AI and other technological developments will be used only to supplement, support, and enhance teaching and learning, following all policies established by the Board of Education.

S. Academic Freedom:

Teachers have the right to study and present facts concerning society, sciences, and all other branches of learning in their classroom. They are guaranteed the right of academic freedom when writing lesson plans and selecting materials for their classroom and curriculum. Instructional material should have educational value, be aligned with New York State Standards and District-approved curriculum, be culturally and linguistically responsive, and be suitable for the age and maturity of the students. To this end, teachers are trusted to arbitrate these values, provided that their selections align with the District Vision and Mission, Board of Education policy, and/or New York State educational law.

Article 11: Teaching Hours and Teaching Load

A. Teachers' Work Day (Effective July 1, 2026)

1. Length of Teachers' Work Day

All teachers are required to devote sufficient time to their duties to fulfill their professional responsibilities and teaching assignments.

- a. Starting July 1, 2026, all teachers shall work a seven-hour-and-twenty-minute (7hr 20min) in-building workday on Mondays, Tuesdays, and Thursdays.
- b. On Wednesdays, all teachers shall work a seven-hour-and-fifty-minute (7hr 50min) in-building workday to accommodate a weekly Staff Meeting as addressed in Article 11, Section F.
- c. On Fridays, all teachers shall work a six-hour-and-fifty-minute (6hr 50min) in-building workday that ends at the end of the Student Instructional Day.
- d. The teacher workday shall be established for each school and instructional level (elementary, middle, and high school), and go into effect on July 1, 2026.
- e. All full-time teachers assigned to the same school shall follow the established teacher workday schedule.
- f. The parties recognize that circumstances may arise in which individual schedule changes may be necessary. These changes must be mutually agreed upon by teachers, their affected teaching teams, and their building administrators and/or direct supervisor, and put in writing. These changes should be made to improve teaching and learning outcomes for the following reasons, including but not limited to: attending graduate classes outside the student's school day, teacher-initiated support for district students, supervising district students in extracurricular activities, and facilitating team collaboration.
- g. Specialists shall not be required to meet with more than five (5) classes in one-half (1/2) day. Classes will be at least one-half (1/2) hour in length on a standard school day.

2. Teacher Report Time

Teachers will report ten (10) minutes before the start of the Student Instructional Day.

- a. This time is designated for teacher-initiated professional duties and responsibilities, such as preparing for instruction, providing teacher-initiated support to district students, or collaborating with colleagues.
- b. By mutual agreement and to meet students' instructional needs, teachers may be offered alternative start and end times to accommodate innovative student scheduling. In these cases, the total teacher work day shall not exceed seven hours and twenty minutes unless an appropriate FTE adjustment is also made.

3. Students' Instructional Day

The District retains the right to make a one-time extension to the student instructional day by up to thirty (30) minutes at the elementary level and up to fifteen (15) minutes at the secondary level between July 1, 2026, and June 30, 2028.

- a. Any extension of the student instructional day shall fall within the established teacher workday as outlined in Article 11.A.1.
- b. At elementary schools, the student instructional day will be no longer than 6 hours and 30 minutes, and may start no earlier than 7:25 am.
- c. At secondary schools, the student instructional day will be no longer than 6 hours and 55 minutes, and may end no later than 3:50 pm.
- d. All changes to the student instructional day will be established and communicated with all stakeholders no later than June 30th to take effect in the following academic year.

B. Teachers on Special Assignment (TOSA)

1. The assigned tasks and professional responsibilities for a TOSA must be mutually agreed upon, in writing, between the administrative supervisor and the teacher performing the work with the approval of the ITA by October 1st. These tasks and professional responsibilities cannot require a TOSA to do work protected by other bargaining units. Once agreed upon, these tasks and professional responsibilities cannot then be changed for the duration of the assignment without mutual agreement in writing.
2. Depending on the nature of the assignment, it may be beneficial for a Teachers on Special Assignment to have a non-traditional work-schedule. In such circumstances, the TOSA may request a non-traditional work-schedule (i.e. partially or wholly outside of the normal work hours of the department or building) from the TOSA's direct administrative supervisor. The supervisor may approve the non-traditional schedule, in whole or in part, for a temporary period of time or for the entirety of the special assignment, or reject the request in its entirety. Once action is taken by the supervisor, said schedule will remain until the end of the agreed upon period of time unless additional changes are mutually agreed upon by TOSA and supervisor.
 - a. If in the course of their daily duties, a TOSA is required by their administrative supervisor to work beyond their CBA obligated hours, they will be compensated at their personal professional pay rate.
3. All TOSAs will be appointed by the District on an annual basis unless otherwise noted elsewhere in the CBA. TOSAs will be notified whether their positions will continue into the following year by June 1st. If a TOSA will not continue in their position, they will return to a position in their most recent tenure area.

- a. If a TOSA has been tenured in multiple areas, they may be offered any available return positions in any of these areas, and a return position will be determined mutually with the teacher.

C. Professional Responsibilities of Related Service Providers (RSPs)

Related Service Providers (RSPs) include, but are not limited to: School Psychologists, School Counselors, Social Workers, Occupational Therapists, Physical Therapists, and Speech Pathologists. Since these teachers do not work in traditional classroom teaching roles, their workload and expected responsibilities differ from the rest of the unit.

1. Related Service Providers' Responsibilities

RSPs are responsible for:

- Providing individual and group sessions tailored to the needs of students as outlined in their IEPs.
- Implementing evidence-based strategies to improve skills.
- Completing accurate and timely therapy notes for each student that reflect progress and service delivery.
- Maintaining thorough and confidential student records in compliance with legal and professional standards.
- Conducting comprehensive assessments, including standardized and informal evaluations.
- Interpreting evaluation results and developing goals to address identified needs.
- Participating in multidisciplinary team meetings to discuss student progress and adjust interventions as needed.
- Serving as an expert in their field, advising team teachers on strategies to support a variety of students and their specialized needs.
- Preparing and submitting periodic progress reports as required by the IEP and school policies.
- Communicating results and updates to parents, teachers, and school staff.
- Providing training and resources to parents and caregivers to support goals at home.
- Offering professional development and consultation to educators and staff on integrating strategies into the classroom.
- Involvement in Multi-Tiered System of Supports (MTSS)
- Completing screenings for grade levels and for students with a suspected disability.

2. Related Service Provider Schedules

RSPs as defined above, have the option of choosing which service delivery model will best meet the needs of individual students and schools. Below are options for service delivery models, provided that each each day should have:

- A 30-minute daily lunch break
- One period daily must be preserved for the preparation of their teaching. This period will be as long as an academic period in their building, but in no event less than 30 minutes.

3. Service Minutes

- a. Service Minutes take a variety of forms and include but are not limited to: individual

sessions, group sessions, consults, push-in supports, evaluations, analysis, report writing, conducting assessments, RTI cycles or evaluations.

- b. All efforts will be made, but are not guaranteed, to create RSP weekly schedules that do not exceed 1350 Service Minutes.

4. Service Models

Related Service Providers will select the service model they will use each year in collaboration with their Educator for Inclusion, CSE chair, or other appropriate supervisor. Some suggested models include the Cyclical 3:1 Model, Traditional Weekly Schedule, Block Scheduling, Blast Scheduling, and Indirect or Consultation Model.

D. Lunch Period

All elementary school teachers shall have at least a scheduled 30-minute duty-free lunch period each day.

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

All lunch periods must be scheduled within the hours of 11am to 2pm to be in compliance with NYS Labor Law §162.2. Additionally, this lunch period must be scheduled so that no teacher's individual duties exceed 5 hours to be in compliance with NYSED Law 3029.

E. School Calendar

1. By February 1, the President of the Association shall provide to the Superintendent written recommendations regarding the calendar for the following school year. The teacher work year shall comprise 187 days, 184 of which can be days of instruction. One of the 187 days will be worked at the member's discretion for the purpose of PLC or professional development. This "Professional Day" may be completed any time between July 1 and June 30 and may be used for planning, professional development, or any aspects of research/preparation that pertains to student growth and achievement. The parties agree that the teacher discretion day will be documented in a manner consistent with district practice. The calendar shall additionally include up to three "reschedule" days on which school will be open as a result of emergency school closing such as snow days. These "reschedule" days will be identified in the calendar.

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

F. Wednesday Staff Meetings (Effective July 1, 2026)

1. Starting July 1, 2026, teachers will attend a 60-minute staff meeting after school on Wednesdays. The teachers and Building Leadership may, through mutual agreement, schedule any and all Wednesday Staff Meetings to take place before school.
2. Ten (10) minutes of each staff meeting are dedicated to ITA business. This time can be at the beginning or end of the meeting, as mutually agreed upon by the Building Leader and the building's ITA membership.
 - a. **After school staff meetings** will start no later than ten (10) minutes after the end of the student instructional day and will last for 60 minutes from the time the meeting begins.
 - b. **Before school staff meetings** will end no later than ten (10) minutes before the start of the student instructional day, and will last for 60 minutes from the time the meeting begins.
3. Teachers will have input into the development of the **staff meeting** agendas. These meetings can be arranged as “whole staff meetings”, “department meetings”, “grade-level meetings”, “professional responsibility days”, or any other way the school community sees fit, provided mutual agreement has been reached.
4. Teachers who have other professional responsibilities (such as coaching athletics or supervising extracurricular activities) during these meetings, OR who are enrolled in graduate or other classes to maintain teaching certification, will be excused from these meetings for the duration of their conflict.
5. Teachers who teach less than full-time will attend staff meetings proportionally to their FTE. Itinerant Teachers who teach in multiple schools will attend staff meetings proportionately to their FTE.
6. Teachers who work part-time, teach during Zero Period, and/or are not regularly on campus immediately before these meetings are expected to attend staff meetings.
7. The district may establish up to **five** Wednesdays a year for district-wide department meetings. A sample list of district-wide departments may include, but is not limited to, special education, reading, art, music, P.E., ENL, and teacher librarians. Administrators will create agendas for district-wide department meetings; however, attempts will be made to form these agendas collaboratively.

G. Curriculum Night

It is the teacher’s professional responsibility to attend the one (1) designated Curriculum Night for the school to which the teacher is assigned.

1. Schedule

The District will coordinate master scheduling of Curriculum Nights. Every effort will be made to ensure that no two buildings hold these events on the same evening. No Curriculum Night will be scheduled on a Friday evening, a recognized religious holiday, or immediately preceding a school recess day.

2. Professional Responsibilities:

- a. All teachers are expected to attend Curriculum Night.
- b. Itinerant teachers or specialists will not be expected to attend more than one (1) such night. If a teacher is assigned to more than one assignment and attends more than one Curriculum Night, the teacher will be compensated for the additional nights at double their personal professional hourly rate.
- c. Should a scheduling conflict occur where a teacher has a scheduled curriculum night at the same time as their own child's curriculum night, the teacher will be excused from their professional responsibility so they may attend their child's Curriculum Night event.

H. Preparation Time in Elementary Schools

Elementary school teachers will have at least one preparation period each day of at least 30 minutes during which they will not be assigned to any other duties. Such a preparation period may be scheduled when the pupils in the teacher's class are being instructed by a specialist. There may be a 15-minute recess period each day by agreement of the Principal and the staff involved. Such recess periods will be in addition to the teacher's lunch period and preparation period. The building Principal in cooperation with their staff will be responsible for implementing this section.

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

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

I. Teacher/Caregiver Meetings

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

From time to time, teachers or caregivers may initiate caregiver-teacher meetings to discuss issues of concern about the caregiver's child, or teacher's classroom or program in general. Caregiver-teacher meetings may be authorized by the Principal or the teacher, and, if authorized, shall be scheduled at a time that is convenient for the teacher and the caregiver. An administrator will endeavor to attend a caregiver-teacher meeting if so requested by the caregiver or the teacher. A teacher may request that an Association representative attend a caregiver-teacher meeting, in addition to, or in lieu of, an administrator. The Association representative shall be permitted to attend a caregiver-teacher meeting, provided that, prior to the meeting, the

caregiver: (a) consents to the union representative's presence, and (b) executes a written release authorizing the Ithaca City School District to disclose personally-identifiable information derived from the student's educational records to the Association representative during the caregiver-teacher meeting.

The District will designate days on the academic calendar for the purpose of holding caregiver conferences. The District will create scheduling platforms to ensure access to secure and private meeting schedules between families and their student's teachers.

In addition to the designated Caregiver Conference days, teachers or caregivers may initiate meetings to discuss issues such as a student's engagement, rate of progress, patterns of behavior, or other matters at any time during the school year. Such meetings may be authorized by the Building Leader or the teacher, and, if authorized, will be scheduled at a time that is convenient for the teacher and the caregiver.

No teacher can be required to attend a caregiver meeting outside of their building's established Teacher Workday or disciplined for not making themselves available to attend a meeting outside of the Teacher Workday. An administrator will endeavor to attend a caregiver-teacher meeting if so requested by the caregiver or the teacher.

A teacher may request that an Association representative attend any **caregiver**-teacher meeting, in addition to, or in lieu of, an administrator. The Association representative will be permitted to attend a **caregiver**-teacher meeting, provided that, prior to the meeting, the caregiver:

- (a) consents to the union representative's presence, and
- (b) executes a written release authorizing the Ithaca City School District to disclose personally-identifiable information derived from the student's educational records to the Association representative during the **caregiver**-teacher meeting.

J. Teaching Periods and Preparation Time in Middle and Secondary Schools

1. There shall be five conditions which govern the utilization of subject area teachers in the middle and secondary programs:
 - a. Preparation of the teaching schedule shall be the task of the Principal and staff, cooperating fully in a way that is mutually agreeable.
 - b. Changes to a master schedule that include changing the length of periods beyond 5 minutes must be reviewed for CBA compliance by the Association.
 - c. An equitable class load and student load in keeping with the availability of staff and the specific nature of the subject area shall be established each year within the building schedule.
 - d. Time for preparation (at least one (1) full period or its equivalent) during each school day shall be maintained.

2. All lunch periods must be scheduled within the hours of 11am to 2pm to be in compliance with NYS Labor Law §162.2. Additionally, this lunch period must be scheduled so that no teacher's individual duties exceed 5 hours to be in compliance with NYSED Law 3029.

3. Innovations leading to the most effective use of teaching time and talents and innovations in the scheduling of classes shall be recognized as essential if optimum educational goals are to be achieved.

4. Each middle school team teacher shall be entitled to a team planning period and a preparation period each day. Every effort shall be made to ensure a team-planning period for those teachers without a team planning period assignment.

2. Overages

When no other method of balancing the teaching or service load is possible, teachers may be offered overage assignments by their Principal or supervisor. Such extra assignments will be on a voluntary basis, will be utilized only to meet special temporary situations, and will not be permanent in nature.

- A. For assignments anticipated to last fewer than 90 school days (or one semester), teachers will be compensated at their personal professional rate via timesheets for their direct teaching or student contact time. These teachers will include an additional 30 minutes of preparation time for every 5 hours of teaching or student contact time.
- B. For assignments anticipated to last more than 90 school days, teachers will be compensated via an FTE adjustment.
 - a. Teachers who take on additional class assignments will be compensated at a rate of 0.167 of a day's salary for each such additional class period.
 - b. Service providers who take on extra service assignments will be compensated at a rate of 0.01 FTE for every 15 minutes of service they provide. Service providers will also receive an additional 0.017 flat rate FTE adjustment to compensate for preparation and reporting time for all additional service or services.

K. Common Planning Time for Inclusion Assignments

Common collaborative planning time and strong relationships between educators are essential components of successful inclusion practices. Planning times established in this article will apply to all inclusion assignments required by a student's IEP or 504 plan, as well as state-recommended ENL requirements. Common planning times should be separate from teacher lunch times.

Meaningful inclusion requires common planning time. Below are suggested guidelines to implement when creating school-wide schedules in collaboration with staff. We acknowledge that teams may choose to plan asynchronously with shorter in-person consultations or meet for longer periods of time weekly. These choices may be made at the discretion of individual teaching teams. They shall not create an expectation for other teaching teams or be used to diminish any teacher's rights to common preparation times in current or future school years.

Suggested common planning times by assignment:

- **Integrated Co-Teaching**- common planning of at least 30 minutes (but no shorter than a standard period) per day.
- **Consultant Teacher Direct**- minimum of 2 common planning periods of at least 30 minutes (but no shorter than a standard period) per week.
- **Consultant Teacher Indirect**- minimum of 1 common planning period of at least 30 minutes (but no shorter than a standard period) per week, OR 30 minutes of designated Wednesday meeting time per week.

When determining inclusion assignments and schedules for support providers, all efforts will be made, but not guaranteed, to limit the number of educators these individual providers collaborate with to:

- No more than two (2) unique **Integrated Co-Teaching** assignments (by subject, grade level, or individual classroom assignment)
- No more than four (4) unique **Consultant Teacher Direct** or **Consultant Teacher Indirect** assignments (by subject, grade level, or individual classroom assignment).

L. Teacher Leaders

1. Elections

- a. Teacher Leaders will be elected by all secondary teachers teaching classes in a department. In order to be eligible to run for election in a department a teacher must be certified in a field covered by that department.
- b. The elections for Boynton, DeWitt, and Ithaca High School will be conducted by the Ithaca Teachers Association Elections Chair. The election for LACS Teacher Leaders will be conducted by the LACS staff with the assistance and consultation of the Ithaca Teachers Association Elections Chair. The Elections Chair will notify the building principal and the Human Resources Department of the elected teacher leaders for the upcoming school year no later than June 15th of the prior year.
- c. Departments are determined by groupings of teachers that share a common discipline, tenure area, or teaching purpose by mutual agreement between teachers of the Association and building leadership (e.g. ELA, Mathematics, Special Education, Practical Arts, Social Work, Guidance Counselors, Academic Intervention Services (AIS)).
 - i. No department shall have fewer than two members.
 - ii. All teachers must be assigned to at least one department.

- iii. Teachers are assigned to all departments that they teach classes in. They will vote and attend department meetings proportionately to their allocated FTE.
- d. Departments can be arranged across buildings in the case of specialty areas (such as librarians, RSPs, etc).

2. Duties:

- a. Teacher Leaders will be responsible for, but not limited to, the following:
 - ordering and distributing departmental supplies
 - administering departmental budgets
 - attending Leadership Team meetings with building administrators to advocate for the needs of the members of the department
 - reviewing departmental job descriptions prior to job postings
 - screening & interviewing applicants and sitting on hiring committees for departmental positions
 - helping to form the Master Schedule in their building
 - Teacher Leaders can submit a timesheet for up to 30 hours of work (as needed or requested) at their personal professional rate during the summer months as needed for scheduling purposes.
 - Master schedule alterations greater than 5 minutes per period must be negotiated with the Ithaca Teachers Association President.
- b. Teacher Leaders cannot serve as mentors to teachers within their own department unless no other mentor is available and the mentee teacher agrees to this in writing.
- c. All Teacher Leaders are entitled to release from their professional responsibilities for the purpose of conducting the duties of their office. The release time is dictated by the size of their department as follows:
 - i. For the purpose of Teacher Leader release, each teacher who teaches at least one class in the department shall be considered a member of the department.

Number of teachers in the department	Release time
2-4 teachers	Release from supervisory assignment or homeroom assignment
5-9 teachers	Release from 1 teaching assignment
10 or more teachers	Release from 2 teaching assignments

M. Subject Areas in Secondary Schools

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

than two subject areas or more than three teaching preps will be relieved of their supervisory assignments.

N. Obtaining Substitutes

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

O. Reporting Unavailable for Duty

Teachers will utilize the district designated online reporting system (and telephone number if necessary) to report their absences.

P. Extra Help For Students

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

Q. Early Dismissal

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

R. Professional Plan and Professional Development Opportunities

1. Professional Development Plan
 - a. The District shall develop and adopt a professional development plan consistent with the guidelines established by the Commissioner of Education, in order to provide teachers with substantial professional development opportunities including opportunities directly related to student learning needs. The District shall provide sufficient professional development opportunities to enable teachers to meet the state requirement for professional development.
2. Professional Development Responsibilities
 - a. Teachers shall be responsible for completing at least thirty (30) hours of professional development during each school year. No additional compensation shall be paid for development completed during teacher work hours.
 - b. Teachers may fulfill this requirement through attendance and participation in Superintendent's Conference Days, additional unpaid voluntary workdays, scheduled in-service at Faculty Meetings and other alternatives that have received the prior written approval of the Superintendent of schools or designee.
 - c. Other professional development alternatives that have received prior written approval of the Superintendent or designee shall be subject to the provisions of Article 26 D of this CBA.

3. New Teacher Orientation

- a. New teachers will be expected to attend up to three (3) days of orientation and staff development prior to the first day of student attendance. Such orientations and staff development will include information about the District professional development plans and the District’s commitment to multicultural education.
- b. The opening staff day for all teachers and other days scheduled as part of the 186 day school calendar shall not be considered as part of the three (3) days.
- c. Teachers will be compensated for each completed day of such attendance at the following rates:

2025-26	2026-27	2027-28
\$200.94	\$204.96	\$209.06

4. Teacher Mentors

- a. If the District elects to use mentor teachers, they shall be compensated via an annual stipend of:

2025-26	2026-27	2027-28
\$612.00	\$624.24	\$636.72

- b. Department Leaders cannot serve as mentors to teachers within their department. Those serving in an administrative and/or evaluative position cannot serve as mentor teachers.

S. Professional Improvement

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

Teachers must attend professional development that is hosted by the district on Superintendent's Conference Days. If a teacher wishes to attend a training that is not hosted by the district, or takes place outside of the regular school day, prior approval is required.

Professional development opportunities offered by the district outside of the regular school day will be paid at the established professional development hourly rate. Teachers may choose to forgo payment to receive in-service credits. Any professional development opportunities offered by the district for “in-service only” must be clearly advertised as such.

Every year, the District will make holders of professional teaching certificates aware that they must complete 15 hours of ENL training every five years. The District will provide 5 hours of Professional Development training devoted to ENL support at at least one Superintendent's Conference Day each year. The District will offer additional ENL specific training as an ongoing part of the annual Professional Development plan.

All teachers are responsible for the independent completion of annual state mandated training by or before the documented completion date of these trainings.

T. Communication Outside of School Hours

1. Right to Switch Off

- a. The parties agree that productive, respectful communication between teachers and caregivers is key to supporting student learning and well-being. At the same time, the District recognizes that teachers are professionals whose personal time must be balanced and protected to ensure they can sustain high-quality instruction and maintain their mental and emotional health.
- b. While this article protects against excessive or unreasonable demands for teachers' time outside of school hours, it is understood that teachers may sometimes need to carry out core professional responsibilities (such as grading, lesson planning, communication, and instructional preparation) outside of the school day.

2. Communication Responsibilities

- a. Teachers will make reasonable efforts to communicate with caregivers about student progress, concerns, and needs using District-approved methods such as email, phone, district-approved platforms, and during scheduled caregiver conferences.
- b. Teachers are encouraged to develop a professional communication practice that includes proactive outreach, transparent and accessible messaging, and responsiveness to student and caregiver communication within the parameters set by the District's Communications Protocol.
- c. Teachers shall not be expected or required to monitor or respond to caregiver messages outside the parameters set by that protocol. They will not be held

accountable, evaluated negatively, or disciplined for communication responsiveness provided they follow the expectations outlined in this protocol.

3. Protection of Teacher Time and Boundaries

- a. Administrators shall support and uphold professional boundaries for teachers, including intervening in excessive or inappropriate communication from caregivers.
 - i. In such instances, the District shall communicate to caregivers that teachers are not expected to be available outside the established communication window, and that their personal time, including evenings, weekends, and breaks, must be respected.
- b. However, in exceptional circumstances, a building administrator may direct a teacher to communicate with a caregiver outside these parameters if, in the administrator's professional judgment, failure to do so would cause harm to the teacher-student-caregiver relationship. Such direction must remain rare, narrowly applied, and not establish an ongoing expectation or precedent.

4. Expectations for Communication

- a. School district administrators may send email messages to teachers after hours; however, teachers shall not be expected to check or respond to such emails until the start of the following workday.
- a. In cases where student safety or building security are at risk, or where issues covered under the Dignity for All Students Act (DASA), such as bullying, harassment, or discrimination, require teacher awareness or involvement, administrators may need to contact a teacher directly by phone before the start of the next workday.

5. Voluntary After-Hours Communication

- a. Teachers may choose to communicate with caregivers and/or administration outside of school hours at their discretion. However, no additional compensation or time credit shall be provided.
- b. Such voluntary communication shall not create an expectation or obligation for other teachers to do the same.

U. Summer Work

Teachers who are requested to work, for purposes other than teaching an official district Summer School program, during the summer months or outside of regular school hours will be paid 1/200th of their annual salary for each day. If the amount of money appropriated for this purpose is exhausted, teachers may volunteer to work additional time but will not be required to do so. This additional work will receive one in-service credit for each day (six clock hours).

V. Job Sharing

1. The following will apply to those teachers who wish to share a position or are already in a job share position.
 - Job sharing of positions is possible under the following conditions:
 - The building Principal agrees to have a job-sharing situation in their building;
 - The teachers who will job share agree to reduce voluntarily to part-time;
 - There is a compatible partner who has been approved by the District interview process; if a compatible partner is not found the District will advertise for a job-sharing partner;
 - If a request for a job share is denied, the Principal will provide reasons in writing within thirty (30) days.
 - If a tenured teacher reduces to part-time to job share the teacher is entitled to a part-time job in subsequent years. If the teacher wishes to return to a full-time position the teacher will be entitled to a full-time position in their tenure area when a vacancy exists.
 - If a non-tenured teacher reduces to part-time to job share, or a part-time teacher is involved in a job share, the teacher is entitled to a part-time job in subsequent years. If the teacher wishes to move to a full-time position, the teacher may apply for a transfer in their tenure area when a vacancy exists.
 - Tenured teachers who reduce to part-time will retain their tenure.
 - For information on part-time tenure, see Article 8, O-5.
2. Conditions for Job Sharing
 - **Job Sharing Definition:** two (2) teachers sharing one (1) full-time position.
 - **Pairing:** Job sharing assignments shall be filled only by teachers who have agreed to work together.
 - **Selection:** Job sharing partners can come from teachers currently employed by the District, or in the event that an ongoing partnership is dissolved, from the pool of applicants for other positions in that area.
- a. When one partner in an existing job sharing position discontinues the job share, the remaining teacher will participate in selecting the new partner. The new job share teacher will be hired in the usual manner prescribed by the Human Resources Office for hiring new staff.
3. Responsibilities for Job Sharing
 - a. The professional responsibilities of the two (2) job sharers may be divided and/or allocated according to a plan designed by the job sharers, and approved by the Principal in conjunction with the appropriate Assistant Superintendent.
 - b. The plan shall include, but not be limited to, a daily schedule and an explanation of how the team will handle grading, caregiver conferences, curriculum coverage, common

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

4. Salary for Teachers who are Job Sharing

- a. A job-sharing teacher will receive the appropriate full-time salary prorated to their FTE.

5. Substitutes for Teachers who are Job Sharing

Job sharers shall substitute for each other whenever possible.

W. Release for Lactating Teachers

1. In Anticipation of the Need to Lactate at Work:

- a. Any teacher that anticipates the need to express milk while at work must give reasonable advance notice in writing to the district Human Resources Office and their immediate Supervisor/Building Leader.
 1. This notice must include a teacher's desire to be provided a designated space for the purpose of lactation.
- b. It is recommended that teachers also provide advance notice to the Association.
- c. At the start of each school year, Supervisors will notify all members of the building or worksite, in writing, which room(s), if any, have been designated as lactation spaces and the procedures to be used to reserve the space and indicate that the space is in use. This notification will also emphasize the need for privacy in the space whenever it is in use or assumed to be in use.
 1. If no such space has been designated at the start of a school year, supervisors will rectify this and will notify the staff, in writing, at the time a space and procedure is designated.

2. Release Time for Lactating Teachers

- a. The District will freely permit the use of lunch and prep periods for the purpose of expressing milk.
 1. Should a Lactating Teacher be part of an inclusion team that requires common prep time, the supervisor will work with all members of the inclusion team to find a mutually-agreeable scheduled time for collaborative preparation.
- b. For up to 3 years after the birth of a child and while expressing milk, teachers may request to have additional release time incorporated into their schedules to meet this need.
 1. Whenever possible, the schedules of lactating teachers will be created to accommodate the need for flexible scheduling and/or a break every 2-3 hours (morning, lunch, and afternoon). The timing of these breaks may vary with the individual needs of the teacher and the teacher will be consulted, as possible, in the creation of their schedule. The timing of these breaks could incorporate late arrival and dismissal provided that meets the needs of the lactating teacher.
 2. **In elementary schools:** Building Leaders will work with the lactating teacher to ensure coverage will be available to meet the need for an additional 30 minute break in addition to prep and lunch. Members will notify their immediate supervisor as soon as possible, when this release is no longer needed.
 3. **In middle and secondary schools:** lactating teachers will be released from their

supervisory duties to allow additional time to express milk. Members will notify their immediate supervisor as soon as possible, when this release is no longer needed so that they can be assigned or returned to supervisory duty.

- c. Notification from a teacher that the time to express milk is no longer needed will not preclude a teacher from submitting a new request for release time as outlined in this article should conditions change and they are still within the three-year window post-childbirth.

Article 12: Pupil-Teacher Ratio

A. Pupil-Teacher Ratio (PTR)

The parties agree that this section will not have force or effect until it has been renegotiated. A joint labor management committee will be formed to address the language and make a recommendation to the parties for inclusion into the contract. Each of the parties will appoint their own members of the committee and the committee shall establish a timetable to hold meetings with a goal of having a proposal by February 1, 2016.

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

Upward staffing adjustments will be done on a 0.5 teacher basis using increases in pupil enrollment based on the staffing ratio for each school. The September 30 enrollment figures will be used to determine these adjustments.

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

The following criteria will be used to determine staffing in the elementary schools:

The base PTR will be 23.75. This will be adjusted downward as indicated. Base PRT Low
SES*

23.75 0%-9.9%

22.25 10%-19.9%

20.75 20%-29.9%

20.00 30% or more

*according to State and Federal guidelines.

A further adjustment in the PTR will be based on pupil enrollment as indicated. Pupil Enrollment

Drop in PTR

450+

375-449 -0.5

300-374 -1.0

225-299 -1.5

Less than 225 -2.0

Under no circumstances will the District be expected to maintain PTR at less than 18-1. The kindergarten teachers of each elementary school will be included in the pupil-teacher ratio. For each two half-day kindergarten students, each school will add one student to its enrollment figures. Each full-day kindergarten student will be counted as one student.

Each secondary school (high school, junior high and middle school) will be staffed at a pupil teacher ratio of 18.65 to 1.

Professional staff in the elementary schools will not be increased more than 4.0 above the pupil-teacher ratio for that school as determined above.

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

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

The employment of auxiliary personnel will be recommended by the professional staff of that attendance unit. Staff in the Pupil Personnel Services Department will not be assigned as part of the teacher ratio.

This group will be composed of any counselors, psychologists, social workers, speech therapists, occupational therapists, nurse teachers, and dental hygienists. Assignment of personnel in the pupil personnel category will be made by the Assistant Superintendent of Student Services working with members of this department and in cooperation with Principals and other various staff.

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

The number of half-time students enrolled in the BOCES program as of February 1 will be counted as 0.7 in the pupil-teacher ratio for each school for the following year. Any student attending BOCES less than half-time will be counted as follows: one hour at BOCES= 0.9; two hours at BOCES = 0.8.

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

The parties agree to negotiate the PTR for any school whose enrollment is impacted by the reorganization.

Downward staffing adjustments will be done annually at the end of the school year based on the enrollment figures of April 30 of the current school year.

All references to September 30 and April 30 enrollment figures in this Article shall mean the last teaching Friday of each of these months.

B. Title I Monies

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

C. Classroom Capacities Not to be Exceeded

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

D. Board of Cooperative Educational Services (BOCES)

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

E. Inclusion

(Language changes renegotiated July 1, 2019; first sentence of Article XII.A PTR does not apply) Self-contained classes operated by the District will be staffed with teachers hired from the budget for Special Education/students with disabilities, with financial supports for supplies, contractual services, and appropriate aides from outside the regular school budget.

In order to provide continued and increasing teacher support for these students, it is recommended that a PTR weighing of 0.75 be allowed for each student with disabilities assigned to a self-contained classroom.

The per pupil allotment of supply money for each school shall be increased by the number of students with disabilities assigned to a self-contained classroom. This number is the same as that on which the PTR weighing is based. These funds shall be allotted with the stipulation that they support teachers of students with disabilities with materials and contract services.

No child shall be moved to a more inclusive setting until a conference has been held involving the teacher of a self-contained class, the support teacher, the classroom teacher(s), aides, and the school counselor, where applicable.

Article 13: Textbooks

A. Adequate Textbooks Guaranteed

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

B. Teachers to Participate in Textbook Selection

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

Article 14: Supplies and Equipment

A. Adequate Supplies Guaranteed:

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

B. Supply Fund

With the approval of a Building Principal or supervisor, as the case may be, teachers may purchase emergency supplies by: calling the Business Office giving code, item and price; or arranging for an order to be placed with the vendor.

C. Teacher Involvement in Setting Priorities on Supplies and Equipment

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

D. Report of Building Finances

Each building administrator will report to their staff the total school finances allocated to their building (not including teachers' salaries), upon request, up to three (3) times per year. Such reports will be made in writing and shall include a breakdown of how such monies have been or will be spent for staff programs

Article 15: Teacher Evaluation and Records

A. Teacher Evaluation Process and Principles

Teacher Evaluation Processes will be conducted in accordance with the current contractually negotiated and NYSED approved professional performance plan.

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

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

- Observation and evaluation of teachers shall be continuous and ongoing.
- Efforts by the Superintendent and the Association to improve teacher evaluations shall continue.
- Evaluators are not expected to comment on every criterion in every evaluation.
- Evaluators will use the evaluative criteria and goal(s) to individualize each staff member's evaluation.
- Teachers can have an ITA representative go with them to any evaluation conference.
- Complaints directed against a teacher or materials derogatory to a teacher's conduct, service, character, or personality shall be promptly called to the teacher's attention.
- An opportunity will be provided for the teacher to meet with complainants for the purpose of discussing the complaint.
- No material shall be placed in the teacher's personnel file unless the teacher has had an opportunity to review the material and attach a written explanation/rebuttal.
- The teacher shall sign the material indicating that the teacher had an opportunity to review the material. This signature does not necessarily indicate agreement with the document.
- As part of teachers' reflective practice, the Association agrees that there is a role for caregiver/student feedback. A committee formed in accordance with the regulations of the Commissioner of Education pertaining to the development of the Annual Professional Performance Review Plan shall develop recommendations and submit them to the Board of Education and the Ithaca Teachers Association Representative council for their consideration. The final decision shall be made by the Board of Education.
- The Evaluative criteria, timeline, procedures and forms that are to be used when evaluating teachers are contained in Appendix A.

B. Secret Monitoring or Observing Prohibited

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

C. Outside Activities

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

D. Personnel Evaluating

Formal observations and evaluations mandated by contract will be conducted by appropriately certified staff. Before a Central Office Administrator or building or district administrator observes and evaluates a teacher for an announced observation, the administrator will conduct a pre-conference before the planned observation to familiarize themselves with the goals, objectives, and general program of the teacher.

E. Tenure Notification

By October 15 of each year, the District will notify all probationary teachers scheduled for tenure review in the next 12 months, and their building leaders, and the Association, of their upcoming tenure date.

F. Tenure Denial

1. Probationary teachers to be denied tenure, have their probationary periods extended via a Juul Agreement, or not to be employed for the following school year, will be notified by March 1st.

If a probationary teacher is being denied tenure, a meeting between the teacher, union representative, and Superintendent or designee will occur. At this meeting the district will provide written rationale for the denial.

This rationale will include sufficiently specific reasons so the teacher can submit a reasonable and logical reply thereto and so that the teacher and Association can ascertain whether any of the reasons are constitutionally or statutorily impermissible.

If the reason for tenure denial depends on concerns about the teacher's Annual Professional Performance Review (APPR), the district must present APPR evidence to the teacher at the time of notification.

2. If a probationary teacher is notified after March 1st that they will not be returning to the District for the following school year **and** the teacher chooses to resign in lieu of

termination, they will be paid for 80 school days from the date they were notified. Should those 80 days exceed the current school year's payroll, the remaining days will be paid as a lump sum no later than August 20th, thus ending the teacher's official employment with the District.

In significant discipline cases, the District retains the right to refuse resignation acceptance and reduce pay days as required under Education Law.

G. Personnel File

1. **Location:** The Administrator responsible for personnel is the official custodian of all personnel records.
2. **Contents:** Teacher files as used in this Article refers to the personnel file maintained in the Office of Human Resources.
 - a. The personnel file shall not be treated by a teacher as a placement file or used to obtain employment in the District or elsewhere. The District reserves the right to file only those items the Superintendent or their designee deems necessary for the administration and management of the District.
3. **Review:** A teacher will be provided, upon request, an opportunity to review and make copies of non-confidential personnel data concerning themselves. All such material will be kept in files located with the Superintendent of their designee.
 - a. A teacher will be entitled to have a representative of the Association accompany them during such review.
 - b. Only those who have an official right and reason for so doing may inspect a teacher's file, and said file shall not be open to public inspection except upon specific consent by the teacher and the Association.

H. Response to Derogatory Materials

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

I: Progressive Discipline Protocol

Progressive Discipline is a systematic approach to correct unwanted or unprofessional behavior and deter its occurrence by administering clearly defined disciplinary actions outlined below. It is not intended to replace or restrict any discipline procedures outlined by Education Law.

Disciplinary actions will be determined based on various factors that include but are not limited to:

- The seriousness of the concern
- The frequency of the misconduct (minor to moderate concerns may, at the discretion of the district, expand to disciplinary processes)
- Prior acts of misconduct
- The totality of the circumstances.

Progressive Discipline will be followed in all potential discipline cases. Note, however, that specific steps of Progressive Discipline may be skipped in accordance with Just Cause principles.

1. Just Cause Protection Processes

- a. No teacher will be disciplined (via letter of reprimand, suspension without pay, or termination) without just cause.
- b. If a teacher is reported to have committed an offense or misconduct worthy of suspension and investigation, all protocols and procedures dictated by Education Law will be in effect. Nothing in this article is meant to limit or restrict the Superintendent of Schools' and/or Board of Education's decision-making authority regarding the awarding or denying tenure.

2. Right to Union Representation

- a. During all steps of this Progressive Discipline Protocol, the teacher must be notified in writing of their right to union representation. Adequate time must be afforded for representation to be secured before the meeting. Any teacher refusing union representation must waive this right in writing.

3. Paid, Non-disciplinary, Administrative Leave:

- a. The Superintendent or their designee may place a teacher on paid, non-disciplinary, administrative leave when, in their sole discretion, the safety of students, staff, or the general public is a concern; the presence of the employee disrupts the orderly operation of the building; and/or to protect the integrity of a sensitive investigation.
- b. Concurrently with being placed on Paid, Non-disciplinary, Administrative Leave, the teacher (and the Association President or designee) will be provided a written statement of their rights and obligations.

4. Addressing Minor Nondisciplinary Misconduct

- a. The Ithaca Teachers Association and the Ithaca City School District embrace collaborating for continuous improvement. Both parties understand that teachers may make mistakes, errors in judgment, and professional miscues in their careers. When those acts or omissions are of minor to moderate severity, the goal is for the

direct supervising administrator, the teacher, and their union representative to collaborate using a Progressive Discipline Protocol to help the teacher learn and grow professionally from the experience.

- b. As such, when minor misconduct must be addressed, the direct administrative supervisor will invite the teacher, in writing, to a private meeting to discuss the particular misconduct. The teacher must be notified in advance of the subject of the meeting, that the meeting could be disciplinary, and be advised of their right to union representation. This notice must include enough specificity for the teacher (and their union representative) to be able to:
 - i. defend against mistakes or misunderstanding of the underlying facts and circumstances;
 - ii. articulate any mitigating factors; and
 - iii. seek any accommodations and/or professional development to help remedy the concern.

A teacher who chooses not to have union representation must do so in writing, and the District shall notify the union President.

If the direct supervising administrator, after meeting with the teacher and union representative, is of the mindset that some action less than discipline is the appropriate outcome, then a counseling memorandum may be issued by the administrator to the teacher with a copy to the union representative within 10 school days of the meeting. The Counseling Memorandum should, at a minimum, set forth the nature of the concern, why the concern is important to remedy (how it impacts the organization), any major mitigating factors that the teacher indicated could have led to the concern, the district's expectation for future conduct, and any accommodations, supports, or professional development the teacher, union, and district believe will help the teacher grow professionally as it relates to the concern.

- C. Since minor disciplinary concerns should be addressed to support the professional growth of teachers, a teacher may be issued consecutive counseling memos for the same or similar concerns or a series of unrelated concerns, provided the supervisor, teacher, and union representative see an intent to correct the concerns and professional growth being made.

5. Addressing Misconduct Worthy of Discipline

If a teacher's conduct, or allegation of conduct, rises to the level that the immediate supervisor feels discipline may be necessary, the supervisor will refer the matter to the Superintendent or their designee who will investigate the conduct using Progressive Discipline Principles.

a. Investigatory Interviews

Prior to discipline being enforced against a teacher, the teacher is entitled to an investigatory interview with the Superintendent or designee, and union representation. A teacher who chooses not to have union representation for an investigatory interview, must do so in writing, and the District shall notify the union President concurrently.

The timing of the meeting will be at the discretion of the District but, per the principles of Just Cause, should not be unduly delayed unless such delay results from a superseding entity's investigation (State Education Department, etc). The scope and sequence of the meeting shall be at the district's discretion. However, at some point in the meeting, the teacher will be informed of the nature of the concern and provided an opportunity to answer questions and provide mitigating or exculpatory information.

At this meeting, the Superintendent or their designee will investigate the nature of the misconduct and may determine a suitable course of action in keeping with all standards set forth by New York State Education Law. If a determination can not be made at the investigatory interview, the teacher will be appraised of next steps at this time.

B. Dismissal Following Progressive Discipline

If the Superintendent or their designee seeks to dismiss a teacher for misconduct addressed through the Progressive Discipline Protocol, they must follow all protocols as outlined by NYS Education Law.

6. Union Notification

If a teacher receives any of the notices described above, the Supervisor issuing the notice will provide a written copy to the teacher and the ITA President, regardless of whether the teacher revoked union representation at any meeting.

J. Report of Special Achievement

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

K. Statement of Purpose

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

Article 16: Sick Leave

A. Sick Days

1. Teachers will be entitled to fifteen (15) leave days each year for personal illness/family illness. In each year, 15 days are available for the employee's own illness and/or family illness leave. At the end of each year, any remaining unused days will rollover and accumulate into the employee's own illness days for use in future years.
2. Personal illness days can accumulate without limitation.
3. Annually, by November 1, a written statement will be submitted to each teacher specifying the number of personal illness/family illness days the teacher has accumulated.
4. At the request of the Superintendent, teachers will submit medical certification for absence due to illness.
5. A teacher who bears a child can use up to sixty (60) accumulated personal illness/family illness days for the birth of a child for pregnancy related disability in accordance with Article 17.C.1 of this agreement. Additional leave time will be unpaid unless a medical doctor familiar with the case indicates that the teacher has a continuing disability and is unable to work.
6. A teacher who adopts a child and is the primary care giver may use up to thirty (30) accumulated personal illness/family illness days in accordance with Article 17.C.2 of this agreement.
7. A teacher may use accumulated personal illness days if their bedside attendance is required because a spouse, child, parent, or sibling of the teacher or teacher's spouse has an imminently life-threatening illness as documented by the attending physician in accordance with Article 17.C.3 of this agreement.
8. If a teachers' spouse, domestic partner, child, parent or sibling of the teacher or teacher's spouse dies, Article 26.A.1 applies.
9. When a teacher is sent home by their Building Leader or the District Superintendent due to a health hazard, or on the job injury, the teacher will receive full salary with no loss of sick leave.
10. Teachers who are on leave due to an illness or injury that is generally covered by the Workers Compensation Act will receive their full salary with no loss of sick leave while waiting for resolution from the Worker's Compensation Board.

B. Accumulated Sick Leave Statement

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

C. Teachers' Sick Bank

1. Upon appointment by the Board to a permanent position or a term substitute position of one (1) full semester or more, teachers shall be required to join the Sick Leave Bank.
2. A joint committee consisting of up to two (2) representatives of the Association and two (2) representatives of the District will administer the bank according to the criteria mutually agreed on and stated herein.
3. Teachers will contribute one sick day at the time they join the bank.
4. The minimum number of days in the sick bank shall be 300. When that number is reached, each participating teacher will be assessed an additional $\frac{1}{2}$ sick day, and the Association will be notified. Additionally, teachers may donate up to 15 of their accumulated leave days to the bank at the time of their retirement. The maximum number of days in the bank will not exceed two times the number of participating teachers.
5. Use of sick bank days will not begin until the teacher's accumulated personal sick days are exhausted. Any teacher who has joined the bank may apply for sick bank days when it becomes apparent the teacher will exhaust their personal leave days, including accumulated sick days. The teacher will be required to supply adequate medical evidence that the teacher is unable to perform their duties. This medical evidence will be a statement from their physician or health care professional explaining why the teacher cannot perform their professional responsibilities. The Sick Bank Committee shall hold the information provided by the physician in confidence. During the first two (2) years of membership in the Sick Leave Bank, or while employed as a Board of Education appointed term substitute of one (1) full semester or more, members of the Sick Leave Bank will be eligible for an award of ten (10) days per year from the Sick Leave Bank.
6. After thirty (30) school days of absence, a teacher requiring additional days shall submit updated medical documentation. The use of sick bank days will either be reapproved or discontinued and the teacher notified of the decision.
7. In a ten (10) year period a teacher may not use more than the equivalent of 1 school year (187 days beginning in 2014-2015). However, if a permanent disability is diagnosed, the use of sick bank days will end when disability retirement, retirement, or resignation from the district commences.
8. The District and the Association will work in cooperation to encourage bargaining unit members to participate in wellness activities.
9. A teacher who is out on a childcare leave shall be eligible for days from the sick bank in accordance with Article 17.C.1 of this agreement.

Article 17: Short-Term Leaves of Absence

Short-Term Leaves of Absence indicate leaves anticipated to last between one (1) school day and one (1) school year. Teachers must provide notification and appropriate requests for all leaves anticipated to last longer than ten (10) concurrent days through the Association and the Human Resources Department.

Leaves lasting between one (1) and ten (10) days require teachers to leave daily substitute plans. Leaves lasting longer than ten (10) concurrent days do not require teachers to leave daily substitute plans, but do require providing the substitute teacher with access to all existing curricular and support plans as available.

A. Short Term Absences

1. Personal Days

Teachers will be entitled to three (3) days personal leave with pay per year for the conduct of personal matters which cannot be conducted at a time when school is in session.

- a. Requests for three consecutive personal days, or personal days used immediately prior to or immediately following a school holiday or vacation, must be made in writing to the Superintendent or their designee at least seven working days before the date requested and must specify the reason for the requested leave. This requirement may be waived by the Superintendent or their designee in the case of an emergency.
- b. Unused personal days will accumulate without limitation and be added as sick days to a teacher's personal illness days.

2. Visitation Days

Teachers will be entitled to two (2) days leave with pay for the purpose of observing other school programs.

3. Association Conferences and Conventions

Association representatives will be entitled to necessary leave with pay time for the purpose of attending conferences and conventions of its affiliates.

4. Legal Proceedings

Teachers will be entitled to necessary leave with pay time for the purpose of appearing in any legal proceeding connected with the teacher's employment or in any other legal proceeding if the teacher is required by law to attend.

5. Military Leave

will be entitled to necessary leave with pay time for the purpose of military leave as provided by the military law.

- a. All benefits shall accrue to anyone on military leave with the exception of automatic tenure appointments.

B. Conditions for Leaves Under this Section

1. Leaves will be in addition to sick leave and will not be deducted from the sick leave.
2. A teacher will not be required to arrange for or pay their own substitutes.
3. A teacher shall give the Superintendent or their designees notice in writing as soon as the teacher knows that a need for the leave exists.
4. A teacher absent for a reasonable cause not herein provided for, or beyond the time limit set forth in the above Articles, will receive salary minus the amount paid to a substitute teacher.
5. A teacher absent from duty without reasonable cause and/or sufficient notice to the Superintendent will forfeit a full day's salary and may be subject to other disciplinary action.
6. Before forfeiture occurs, the bargaining unit member will be provided the opportunity to present documentation and/or an explanation of the absence or lack of sufficient notice. The District will consider this documentation and/or explanation in making a determination of consequences for the absence or lack of sufficient notice.

C. Family Leaves

1. Parental Leave for Birth Giving Parents

- a. A teacher who bears a child may use up to sixty (60) accumulated sick days for Pregnancy-Related Disability Leave.
 - i. These days must be used within the 12 weeks immediately following the birth of a child.
 - ii. Teachers who do not have enough accumulated sick days to cover this leave will be granted access to the sick bank to ensure their medical leave is covered in its entirety.
- b. Sick days will only be applied to absences taken for days school is in session.
- c. Teachers who give birth will be able to access the sick bank without restriction for up to one calendar year after the birth of their child to attend to their own or their child's ongoing medical needs.

2. Parental Leave for Non-birth Giving Parents

- a. A teacher who is a non-child bearing parent may use up to thirty (30) accumulated sick days following the birth of a child, adoption of a child, or non-emergency placement of a foster child as Parental Leave for the purpose of family bonding.
- b. Sick days will only be applied to absences taken for days school is in session.
- c. These days do not need to be used consecutively.
- d. These days must be used within one calendar year of the birth, adoption, or foster placement date.
- e. If the use of these days will require ten or more consecutive days of leave, the teacher must apply for a short-term parental leave with the Human Resources Department.

3. Family Leave

- a. A teacher who is required to care for a family member who is experiencing any FMLA qualifying event, may use up to thirty (30) accumulated sick days for Family Leave.
- b. These events include, but are not limited to:
 - i. caring for a child incapable of self-care because of mental or physical disability
 - ii. caring for a close relative with a serious health condition
 - iii. assisting loved ones when a family member is deployed in a foreign country on active military service.
- c. Sick days will only be applied to absences taken for days school is in session.
- d. A teacher may use Family Leave only once per academic year. Otherwise other extended leaves need to be applied for.

Article 18: Extended Leaves of Absence

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

A. Leaves of Absence for Professional Association Officers

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

B. Teaching Load of Association Officers

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

The duly elected President of the Association, at said person's sole choosing, shall be granted a reduction of teaching load equivalent to either a 0.5 teaching position or a 1.0 teaching position. Said choice will be announced to the District's Human Resources Office within twenty (20) business days of the President's election and will remain in effect for one year. On or before the one-year anniversary of the notification date, the President may notify the district of a change in FTE Status (either 0.5 or 1.0) for the following year

C. Peace Corps, Exchange Teacher, and Similar Leaves

A leave of absence without pay of up to two years will be granted to any teacher who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher, and is a full-time participant in such programs.

Upon return from such leave, a teacher will be considered as if the teacher were actively employed by the Board during the leave and will be placed on the salary schedule level the teacher would have achieved if the teacher had not been absent.

A teacher taking a leave under this subsection shall be entitled to continue health insurance coverage for the length of the leave at the same rate (percentage) the teacher paid as an employee not on leave. The teacher shall notify the District of the teacher's intent to continue the insurance at the time the teacher initiates the leave.

D. Military Leave

Military leave will be granted to any teacher who is inducted into or enlists in any branch of the armed forces of the United States.

Upon return from such leave, a teacher will be placed on the salary schedule at the level which the teacher would have achieved had the teacher remained actively employed in the system during the period of their absence up to a maximum of four years.

A teacher taking a leave under this subsection shall be entitled to continue health insurance coverage for the length of the leave at the same rate (percentage) the teacher paid as an employee not on leave. The teacher shall notify the District of the teacher's intent to continue the insurance at the time the teacher initiates the leave.

E. Child Bearing and/or Rearing Leave

Teachers will be granted such unpaid leave, not to exceed two years, upon written application to the Superintendent. Such leaves may commence any time before or after the adoption or birth of a child. Paid sick leave for illness or disability related to pregnancy may not be taken during the period of such unpaid child bearing and/or rearing leave.

For non-tenured teachers, such leave shall be an interruption of the probationary period and not in lieu of service in meeting the requirements for serving a probationary period. A teacher will not accumulate additional leave days during such leave.

Upon return from such leave, prior accumulated leave days will be restored and the teacher will be placed on the salary schedule the teacher would have achieved in the year immediately following the commencement of the leave of absence.

F. Personal Leave Without Pay

A full-time leave of absence without pay or increment may be granted to tenured teachers in cases of special need or to pursue other career opportunities within the District not represented by the Association. Such leave is at the discretion of the Board of Education.

Those members approved for a partial leave of absence shall be granted increment and a prorated salary based upon time worked.

G. Public Office Leave of Absence

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

H. Parallel Positions

1. Teachers may receive a leave of absence of up to four (4) years from their current tenure area to receive a probationary appointment in a different tenure area. This leave of absence is at the sole discretion of the district.
2. A teacher granted such a leave can be returned to their former tenure area at the discretion of the district or in the event that the teacher is notified that the teacher is not going to be granted tenure in the new area. This would not apply to a teacher facing 3020-a charges.
3. Within thirty days after tenure is granted in the new area, the teacher can choose to stay in the new area or, if a position is available in the former area, transfer back to the former.
 - A. If there is no position available at the time of the request to transfer back to the former tenure area, the teacher will be entitled to the next vacancy in the former area.
 - B. Additionally, if prior to permitting the teacher a leave of absence under this section, the district designated the new-probationary position as "hard-to-fill" then any request by the teacher to transfer back to teacher's prior tenure area would also be dependent on finding a replacement for the teacher. The district will post the position and make a good-faith effort to find a replacement teacher.

I. Resumption of Benefits After Leave

Unless otherwise indicated, all benefits to which a teacher was entitled at the time a leave of absence commenced, including unused accumulated sick leave, will be restored upon return, and the teacher will be assigned to a position in the District within the same tenure area.

J. Notification of Intent to Return or Request for Extension of Leave

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

Article 19: Non-Teaching Duties

A. Non-Professional Duties to be Minimized

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

B. Transportation of Students

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

Article 20: Specialists, Special Programs, and Special Resources

A. Development and Implementation

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

B. Goals

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

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

Article 21: Auxiliary Personnel and Part-Time Teachers

A. Use of Auxiliary Personnel

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

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

B. Part-Time Teachers

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

1. Salary of Part-Time Teachers

- a. A part-time elementary teacher will receive 0.1 salary for each half-day of instruction per week.
- b. A part-time secondary teacher will receive an FTE allocation according to the following formula:
 - 0.05 salary for a homeroom assignment
 - 0.15 for each teaching period
 - 0.1 salary for each period of non-classroom duty
 - 0.05 for preparation time if teaching 3 or fewer classes
 - 0.1 salary for preparation time if teaching 4 or more classes.

Article 22: Substitute Teachers

A. Responsibilities of the Teacher

The teacher will notify the District's current substitute service in use as soon as the teacher is aware of the need for a substitute. Should the current substitute service be unavailable the teacher will notify their designated building contact of the need for a substitute. The teacher will provide lesson plans for the substitute's use in the event of an absence.

B. Responsibilities of the District

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

C. Notice of Long-Term Substitutes

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

D. Bargaining Unit Member Per Diem Substitute Coverage:

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

Teachers may be asked to cover other teachers' classes in an emergency situation. (Example: if a teacher goes home sick, their class may be supervised by teachers for the remainder for the day or until a substitute can be called.)

This will occur in the following manner:

1. Building Leaders will work with the staff assigned to their building to cover staff absences.
2. Building Leaders will determine the priority of needs for the building and work with the Building Substitutes and Educational Support Professionals staff to provide coverage that is most supportive to students before requesting any teachers cover absences. Building Leaders will prioritize classroom coverage.
3. All fail-to-fill coverage assignments will be determined through Building Leadership. Teachers will not establish their own fail-to-fill coverage.

4. When absences can not be covered through Substitutes and Educational Support Professionals, teachers may agree to provide coverage in one of the following ways:
 - a. **Instructional Double Up:** The teacher takes another class or portion of a class in addition to their class to provide instruction in the absence of a substitute teacher provided the assignments requires taking on an additional 50% of students beyond their rostered class.
 - b. **Supervisory Double Up:** The teacher takes another class or portion of a class in addition to their class for supervision (study hall, lunch duty, extracurricular/enrichment activities/special projects) in the absence of a substitute teacher provided the assignments requires taking on an additional 50% of students beyond their rostered class.
 - c. **Loss of Prep/Lunch Services:** The teacher covers the class for a period during their scheduled lunch or prep period.
 - d. **Alternate Assignment (half/full day):** The teacher takes over the responsibilities of another teacher instead of their contracted responsibilities to cover for an absence (ie: a special education teacher suspends services for a day to perform the responsibilities of a classroom teacher)
5. Teachers who provide this coverage shall be compensated at the following rates:

Assignment	Rate
Instructional Double-Up	\$0.77 per minute
Supervisory Double-Up	\$0.52 per minute
Loss of Prep/Lunch Services	\$1.02 per minute
Alternate Assignment	\$76.50 per half day \$153.00 per full day

6. When a teacher agrees to take on an instructional double-up, all students will follow the art, music, library, and PE schedule of their class of record.
7. All teachers who agree to take on Fail-to-Fill substitute coverage, must maintain a duty-free lunch period as outlined in Article 11.C. This period may be different than the teacher’s regularly scheduled lunch period.
8. A teacher serving students through a required “Individualized Education Plan (IEP)” will not be utilized to cover for absent teachers unless no other coverage can be found.
 - a. If a Fail-to-Fill results in the reduction of a student's IEP services, the Building Leader, or designee, will be responsible for notifying the affected student's family or families.

9. This article shall apply to day-to-day fail-to-fill assignments and short-term absence coverage. Fail-to-fill assignments that exceed 10 days shall be considered leaves and covered as such.

E. Experimental Use of Substitute Monies

With the approval of the department and Principal, the District will use some of the monies normally budgeted for substitutes to hire a number of auxiliary personnel who will provide relief of our regular professional staff so that the department or school can assume the responsibility when the teacher is absent. Sufficient funds should remain in this budget so that any absence of over five (5) consecutive days shall be filled with a regular substitute teacher.

Article 23: Insurance, Credit Union/Bank, Annuities, Income Protection Plan, Tuition Waivers

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

A. Employees' Health Insurance Program

1. The Board of Education will provide family major medical health insurance coverage and/or individual major medical health insurance coverage through Blue Cross Blue Shield plan as selected by each teacher. The Board will pay 78% and the individual teacher will pay 22% of the total premium cost.

Each teacher who participates in the District's health insurance program will be covered under a drug plan that includes copays of \$10 for Tier 1 prescription drugs, \$25 for Tier 2 prescriptions drugs, and \$40 for Tier 3 prescription drugs. The annual Major Medical deductible shall be \$150 per person with an aggregate annual family coverage maximum deductible of \$450. The annual maximum Major Medical out of pocket costs after the deductible will be \$600 per person with an aggregate annual family out of pocket cost of \$1800. Once the Major Medical out of pocket maximum has been reached, there will be no Major Medical co-pay for that individual. The Major Medical deductibles and out of pocket maximums are based on covered health plan expenses the amounts of which are the usual, customary, and reasonable amount, or actual expenses, whichever is less. The foregoing coverage will be provided for by the Board irrespective of other medical insurance carried by the individual or the spouse or domestic partner of the individual.

The District warrants and represents that the major medical and prescription coverage provided to the ITA members pursuant to this Section A will be equivalent to the coverages that were in effect for the ITA members on June 30, 2017 under the Blue Cross /Blue Shield Plan provided through the Cooperative, unless and until the parties negotiate otherwise. The District shall have the prerogative to control the means by which the health insurance coverage set forth in this section is provided to teachers, provided that such coverage provides benefits that are at least equivalent to the benefits that were in effect for such teachers on June 20, 2017.

The District shall establish a regular schedule of meetings, to which ITA leadership will be invited, to review the performance of the District's health insurance plan.

All teachers will enroll in telemedicine.

2. Domestic Partnership Coverage for Health Insurance
 - a. The major medical and prescription coverage provided to the employee and domestic partner pursuant to this section, shall be continued for any "current participant" as that term is further defined herein.
 - b. No "Domestic Partnership Coverage for Health Insurance" will be offered to employees with effective hire dates on or after July 1, 2019. However, in the event that the legal right of same-sex persons to enter into marriage is hereinafter made illegal, then health insurance coverage will be offered under the same terms and conditions as is then offered to heterosexual married couples. Said same-sex couple must provide the District, at times consistent with the Dependent Eligibility Audits of the Health Plan, with a sworn affidavit from the employee and same-sex domestic partner that they are, in fact, in a relationship akin to marriage.
 - c. "Current participant" means any ICSD employee represented by ITA who, on or before June 30, 2019: (a) is unmarried; (b) is a participant in the ICSD's health insurance plan; (c) has a same-sex, domestic partner who is also covered by ICSD health insurance plan subject to the terms and conditions required for such coverage. In the future, if such same-sex domestic partnership ends with that individual, then the employee would be subject to the terms and conditions then in effect for "family" coverage.
3. The open Enrollment Period shall be from November 1 - 30 of each year, with new coverage or expanded coverage to commence in accordance with the time specifications contained in the current Plan Document.

B. Employees' Dental Care Program and Vision Care Program

1. Dental – The District shall provide 100% of individual coverage of the Ameritas MCE fee schedule benefit to each employee. Employees may choose to add family coverage or increase to the Ameritas Discount Fee Benefit or the Ameritas 90th UCR plan. Any additional coverage selected by the employee will be paid through a payroll deduction plan. Changes in the level of coverage may only occur at the end of each two-year cycle with the first cycle ending on December 31, 2021.
2. Vision – The District shall provide 100% of individual coverage of the Ameritas benefit to each employee. Employees may choose to add family coverage. Any additional coverage selected by the employee will be paid through a payroll deduction plan.
3. Domestic Partnership Coverage for Dental and Vision

- A. The dental and vision coverage provided to the employee and domestic partner pursuant to this section, shall be continued for any "current participant" as that term is further defined herein.
- B. The dental and vision coverage provided to the employee and domestic partner pursuant to this section, shall be continued for any "current participant" as that term is further defined herein.
- C. "Current participant" means any ICSD employee represented by ITA who, on or before June 30, 2019: (a) is unmarried; (b) is a participant in the ICSD's dental and/or vision plan(s); (c) has a same-sex, domestic partner who is also covered by said dental and/or vision plan(s) subject to the terms and conditions required for such coverage. In the future, if such same-sex domestic partnership ends with that individual, then the employee would be subject to the terms and conditions then in effect for "family" coverage.

C. Health Insurance for Retirees

1. For teachers who received a probationary appointment on or after July 1, 2003 ("post-July 1, 2003 teachers"), the following terms shall govern their eligibility for, and participation in, the District's health insurance plan in retirement: This benefit is for teachers who upon separating service with the district retire into the NYS Retirement System of which they are a member.
 - a. **Years of Service:** Upon retirement after fifteen (15) years of service in the District, post-July 1, 2003 teachers will be eligible to continue participation in the District's health insurance plan.
 - b. **Premium Co-Payment:** In retirement, post-July 1, 2003 teachers shall continue to pay that percentage share of the premium for the District group health coverage that was in effect for them at the end of their active employment with the District. Further, upon reaching Medicare eligibility, post-July 1, 2003 teachers must enroll in Medicare Part B and pay the full premium cost of the Medicare Part B premiums, at which time their premium contribution toward the District group health coverage shall be reduced to 50% of the premium percentage share that was in effect for them at the end of their active employment.
2. For teachers who received a probationary appointment before July 1, 2003 ("pre-July 1, 2003 teachers"), the following terms shall govern their eligibility for and participation in the District's health insurance plan in retirement:
 - a. **Years of Service:** Upon retirement after ten (10) years of service in the District, pre-July 1, 2003 teachers will be eligible to continue participation in the District's health insurance plan.
 - b. **Premium Co-Payment:** In retirement, pre-July 1, 2003 teachers who retire before July 1, 2006, shall: continue to pay that percentage share of the premium

- for the District group health coverage that was in effect for them at the end of their active employment with the District; and upon reaching Medicare eligibility, enroll in Medicare Part B and pay the full cost of Medicare Part B premiums, at which time the District will begin to pay 100% of the group health premium;
- c. In retirement, pre-July 1, 2003 teachers who retire on or after July 1, 2006, shall: continue to pay that percentage share of the premium for the District group health coverage that was in effect for them at the end of their active employment with the District; and upon reaching Medicare eligibility, enroll in Medicare Part B and pay the full premium cost of the Medicare Part B premiums, at which time their premium contribution toward the District group health coverage shall be reduced to 50% of the premium percentage share that was in effect for them at the end of their active employment.

In retirement and upon reaching Medicare eligibility, teachers who are participating in the district's retiree health insurance, shall be covered by the District's Medicare Supplemental Plan that is equal to or better than the group health coverage plan that was in place when in active service or the District's Medicare Advantage Plan. This selection is made upon retirement and with one opportunity during said teachers retirement to change the plan.

D. Credit Union/Bank

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

E. Tax-Sheltered Annuity Program

Tax-sheltered Annuity Programs include 403(b), 403(b) Roth, and 457(b) programs. Contributions to any or all of these programs will be through payroll deduction.

F. Employees' Income Protection and Other Insurance Plans

1. Income Protection and Other Insurance Plans Payroll deductions will be made from the wages of each bargaining unit member electing to participate in an income protection, or other, insurance plan.
2. NYSUT/NEA Plan
One such plan that is available to bargaining unit members is the NYSUT/NEA member Benefit Trust Plan ("NYSUT/NEA Plan"). If a bargaining unit member elects to participate in the NYSUT/NEA Plan, such deductions will be transmitted to the NYSUT/NEA Plan and the member assumes all risk and responsibility for their participation in the NYSUT/NEA Plan.

The District shall check-off and remit payments to the NYSUT/NEA Plan upon submission of a signed authorization to the Payroll Office. A bargaining unit member may terminate the

authorization for such deduction by providing written notice of revocation to the District, and the revocation will be effective 30 calendar days after its submission to the District's Business office. The District shall remit to the NYSUT/NEA Plan the payments deducted and shall furnish the NYSUT/NEA Plan with a list of all employees from whose salaries such deductions have been made.

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

G. Tuition Waivers for Children of Teachers to Attend ICSD Schools

Starting in the 2026-2027 school year, the families of up to 50 teachers will be awarded tuition waivers to send their children to the Ithaca City School District. These slots are intended to be used for the children of each teacher, irrespective of the number of children they have. Open enrollment procedures will be in effect. If all 50 slots are occupied, then a waitlist will be created by the Association, and new teachers will be selected as vacancies occur.

Article 24: Personal Injury Benefits

A. Absence Due to Injury on the Job

1. When a teacher is sent home by their Building Leader or the District Superintendent due to a health hazard, or on the job injury, the teacher will receive full salary with no loss of sick leave.
2. Teachers who are on leave due to an illness or injury that is generally covered by the Workers Compensation Act will receive their full salary with no loss of sick leave while waiting for resolution from the Worker's Compensation Board.
3. Whenever a teacher is absent from school as a result of a personal injury caused by an accident or an assault occurring in the course of her/his employment, the teacher will be paid full salary (less the amount of any Workers' Compensation) for a period of three (3) years. If the absence continues beyond three (3) years the teacher will continue to receive full salary; however, the teacher will be charged sick leave time for the difference between Workers' Compensation and her/his full salary.

B. Reimbursement for Property Damage

The District will provide protection to faculty members by reimbursement of the cost (up to \$1,000) of repairing or replacing damaged personal property not covered by Worker's Compensation when the damage is sustained in the course of their employment. The damaged property must be provided along with evidence or documentation that said damage occurred during the course of employment.

Article 25: Faculty Salaries

A. Teacher Salaries: Step and Lane

For the duration of this agreement, the parties agree to transition all teachers, where practicable, from the current salary system to a Step and Lane Salary Schedule that meets the following criteria:

1. The Step and Lane salary grids will be built to reflect an increase to the overall salary budget of the ITA at the following percentages:
 - a. 2025-2026: 7%
 - b. 2026-2027: 7%
 - c. 2027-2028: 6%
2. The grid shall also ensure that no returning teacher receives less than a 5% increase to their individual annual salary for the duration of this contract.
3. Each step reflects a teacher's years of service to the teaching profession.
 - a. Except as is otherwise set forth in Article 25.C, new hires will be placed on the step aligned to the year of service they will begin upon hiring, in accordance with Appendix E (ie, a teacher with 11 years of prior experience elsewhere will be hired on step 12).
 - i. Upon ratification, returning teachers will be placed on the step aligned to the year of service they will begin at the start of each academic year.
 - b. Each subsequent year, returning teachers will advance to the next step from the prior year.
 - c. Teachers who work fewer than 100 school days in a given year, will not advance to the next step until July 1st of the subsequent school year.
4. Each lane reflects a teacher's accumulated graduate and in-service professional development credits in accordance with Article 25 Section I.
 - a. All in-service and graduate credit application processes and application deadlines as outlined in Articles 25.I and 25.J will remain intact.
 - b. Lane adjustments shall be granted upon approval of additional credits through the credit application process, and salary adjustments shall be retroactive to the prior application deadline under which they were submitted.

B. Step and Lane Salary Grids for 2025-2028

C. Superintendent's Salary Privilege

The Superintendent may recommend to the Board of Education payment above step to any teacher at any time. The Association will be notified, in writing, when this privilege is used.

D. Expiration of Contract Without a Successor Agreement

Should this agreement expire without a successor agreement, all returning teachers on steps one (1) through thirty nine (39) will move to the next step. Any teacher on step 40 or above, will receive an annual salary adjustment of \$2,055 until a new agreement is reached. Any teacher who has not yet been placed on the 2027-28 grid will receive an annual salary adjustment of 1.76% until a new agreement is reached or their annual salary aligns with the grid.

E. Leadership Differentials

Teachers in the following leadership categories will be paid as follows:

	2025-26	2026-27`	2027-28
Teacher Leaders leading 5+ Members	\$2,409	\$2,457	\$2,507
Curriculum Heads	\$2,750	\$2,805	\$2,861
Teacher Leaders leading 4 or fewer members	\$4,335	\$4,422	\$4,510
Teacher Leaders covering multiple secondary schools inclusively (currently physical education and library)	\$6,261	\$6,386	\$6,514
Coordinators and Directors	\$6,261	\$6,386	\$6,514

F. In-service/Workshop Instruction and Work Outside Regular School Hours

Teachers who are requested to work during the summer months or outside of regular school hours, to perform duties required for their specific job assignment, will be paid 1/200th of their annual salary (their "Personal Professional Rate").

Curriculum and other work organized and approved by the Administration which teachers perform on a voluntary basis will be paid on the following schedule:

	2025-26	2026-27`	2027-28
Workshop participation outside of	\$45.70	\$46.61	\$47.54

regular working hours			
In Service/Workshop Instructors	\$107	\$109	\$111

- a. Workshop Participants shall be compensated for their seat time/attendance, as well as any assigned homework, and/or pre-approved workshop preparation at the "Workshop Participation" rate.
- b. In-service/Workshop Instructors will be paid for 1.3 hours for every clock (face) hour of the workshop, at the "Instructor Rate" to provide additional compensation for their preparation time.

If the amount of money appropriated for this purpose is exhausted, teachers will be informed before performing the work. They may then volunteer to work additional time but will not be required to do so. This additional work will receive in-service credit for each hour worked in accordance with the current in-service calculation of fifteen (15) hours equalling one (1) inservice credit.

When teachers are required to conduct screening and assessments outside of regular school hours, they will be compensated at their professional hourly rate in accordance with Article 11.U.

G. Professional Development and Inservice Workshop Instruction Delivered During Regular School Hours

Curriculum and other Professional Development work organized and approved by the Administration which teachers perform on a voluntary basis will be paid in the following manner:

- a. Neither Workshop Participants nor Instructors will be paid additionally for the workshop delivery time as they are already compensated for this time via their salary.
- b. Instructors will be paid for two hours and twenty minutes (2.3 hours) of preparation time outside of the workday for every one (1) hour of clock face workshop time at the Workshop Participation rate defined above.

H. Retirement Incentive

1. Retirement Incentive Amount After twenty (20) years of service in the District, teachers will be eligible for a retirement incentive of up to \$12,000.
 - a. \$6,000 will be granted for notification of the intent to retire.
 - b. Up to \$6,000 will be granted as a sick day buy back at .33 of the teacher's daily pay rate for unused sick leave.
2. In order to receive this benefit, the teacher must give the District ninety (90) calendar days notice prior to their date of resignation for the purpose of retirement. The District

shall post the vacancy, if the position is going to be filled, within five (5) business days of the Office of Human Resources receiving the official notification.

3. **Payment of Retirement Incentive and IRC Section 403(b) Plan:** Subject to the other requirements and limitation of this Article, the retirement incentive determined pursuant to Article H.1 above shall be contributed by the District, as a non-elective employer contribution to a tax-sheltered annuity contract within the meaning of Internal Revenue Code Section 403(b). The contribution shall be remitted by the District in the October following the fiscal year in which the resignation became effective, provided that the affected individual has satisfied the requirements of this Article.
 - a. The District's obligation to make the contribution described in this Article shall be conditioned upon
 - i. the District's receipt of the retiring individual's written agreement to indemnify and hold the District harmless from any income tax, employment tax, or other tax liability or reporting obligation that may be imposed on the District as a result of making such contribution
 - ii. the District's receipt of the retiring individual's written acknowledgement that the District assumes no responsibility and makes no representations or warranties regarding how the contribution will be treated for purposes of the New York State Teachers' Retirement System and the benefits that may be payable to the individual pursuant to the New York State Teachers' Retirement System, and
 - iii. the District's receipt of the retiring individual's written affirmation that the contribution will not exceed any Internal Revenue Code limit applicable to the individual. To the extent the amount of the incentive payment exceeds the Internal Revenue Code limit applicable to contributions on behalf of the retiring individual, the District shall pay an excess incentive amount directly to the individual by the October following the fiscal year in which the resignation became effective.
 - b. The District's obligation to make the contribution described above shall cease, and the entire retirement incentive described in Article H.1 shall be paid to the retiring individual in cash, if
 - i. the District's contribution ceases to be permitted by the New York State Retirement System, New York State law, New York State regulation, judicial decision, or any other decision, ruling or other action having the force and effect of law, or
 - ii. the favorable tax treatment currently extended to tax-sheltered annuity contracts pursuant to Internal Revenue Code Section 403(b) ceases, is diminished, or becomes conditioned on the District making similar contributions on behalf of a group of District employees that is broader

than the group of District employees who are eligible for the retirement incentive described in this Article.

- c. The District shall have no obligation to pay or contribute the retirement incentive described in this Article in installments over more than one taxable year.

I. Graduate Increments

Any member of the professional staff whose salary is regulated by the teacher salary program may earn an additional salary increment for each block of nine (9) graduate or in-service hours of professional preparation beyond their Bachelor's Degree. These credits must be approved by the Board of Education.

- a. Graduate hours are determined on the basis of semester hours. Quarter-hours or tri-semester hours will be prorated on the basis that each three (3) hours equals two (2) semester hours.

These increments shall not exceed ninety semester hours. An additional nine (9) credits of inservice can be awarded to teachers who complete all three strands of the district approved Microcredential program (Identity, Family Engagement, Antimarginalizing Curriculum Design), which can bring their total credits up to ninety-nine (99).

Graduate hours must represent a planned program rather than a random sampling of courses. Therefore, it is recommended that each teacher plan their advanced work in conjunction with their course work so that it will lead to an appropriate advanced degree. The overall program should be designed to improve their effectiveness and efficiency as a member of our professional staff.

While emphasis should be placed on courses in subject matter or in teaching methods, courses in curriculum, supervision and administration are acceptable toward graduate increments. Upon completion of a block of nine (9) semester hours, the teacher shall submit a letter of application to the Superintendent or her/his designee for a graduate increment. Deadlines for submitting credit applications are September 1st and February 1st. Teachers must furnish evidence of satisfactory completion of the courses they are applying for, and once approved will be compensated according to the following plan:

1. Each block of nine approved credits will move a teacher one lane over on the current step and lane salary grid.
2. Lane adjustments shall be granted upon approval of additional credits through the credit application process, and salary adjustments shall be retroactive to the prior application deadline under which they were submitted.

J. In-Service Credits

1. A teacher is eligible for in-service credit if:

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

3. In-service records:

Training records will be maintained in the District Personnel Office. Where required, teachers will be responsible for signing attendance sheets at each in-service activity session.

4. Activity Requirements:

Fifteen (15) clock hours equals one graduate credit. To calculate credit, divide the number of hours of the activity by fifteen (15).

K. Self-Initiated Professional Development (SIP)

1. **Graduate Credits:** Graduate hours are determined on the basis of semester hours. Quarter-hours or tri-semester hours will be prorated on the basis that each three (3) hours equals two (2) semester hours. **Graduate hours must have a clear educational purpose and connection to education, teaching practice, or improving student outcomes.**
2. **In-Service Credits**
 - A. A teacher is eligible for in-service credit if:
 - i. The request for credit is approved prior to enrollment and/or participation in the activity.
 - ii. The activity takes place outside normal working hours.
 - iii. Fees and other expenses are paid by the teacher, not by the School District, except those activities conducted locally by and paid for by the School district **or** BOCES.

- iv. Fulfilling the Requirement in Article XI, P. for other alternatives that have received prior written approval of the Superintendent or Designee will be eligible for inservice credits.
- B. In-service credit may be awarded for:
 - i. In-service presentations, workshops, seminars and demonstrations sponsored by the Ithaca City School District, T-S-T BOCES, or the New York State Education Department.
 - ii. Lectures relating directly to the teacher's instructional area.
 - iii. Workshops or seminars sponsored by educators' professional organizations.
 - iv. Non-credit, undergraduate courses, or graduate courses at approved institutions of higher education.
- C. In-service records:
 - i. Training records will be maintained in the District Personnel Office.
 - ii. Where required, teachers will be responsible for signing attendance sheets at each in-service activity session.

L. District Initiated Professional Development (DIP, aka "Micro-credentials")

1. The District reserves the right to develop extensive programs of intensive professional development as part of the annual Professional Development Plan. These District-initiated micro-credential programs will be designed in collaboration with the Association to target specific skill-areas necessary to implementing the instructional goals of the District. All teachers, regardless of current credentials, are encouraged and incentivized to participate in any micro-credential programs offered by the District.
2. The District has the right to determine the specific micro-credential programs offered in a given year, and will communicate the requirements and compensation plan for any of these programs through the annual Professional Development Plan.
 - a. See Appendix F for an example of the "Culturally Responsive Teaching and Learning Micro-credential" requirements and compensation plan.
3. Teachers who successfully complete these micro-credentials as described above, will be eligible for inservice credit beyond the limit that is reserved for SIP credits.

M. Redeeming In-service credits for salary increments

1. Teachers whose salary is determined by this CBA will be eligible to redeem SIP or DIP credits for increases to their base salary.
 - a. Teachers will receive an adjustment to their base salary of a shift to the appropriate lane on the current step and lane salary schedule.
 - i. In-service credits will be calculated at the rate of fifteen (15) seat hours equalling one (1) credit hour (1 block = 135 hours).
 - ii. In order to be eligible, teachers must be able to provide evidence of successful completion of the work through a transcript or other district approved method (e.g. Frontline)
 - b. Credits will be awarded at two times each year.

- i. Teachers must submit a request for a salary increment to the Human Resources office through the district approved method by September 1 or by February 1.
 1. Lane adjustments shall be granted upon approval of additional credits through the credit application process, and salary adjustments shall be retroactive to the prior application deadline under which they were submitted.
 - ii. The District will maintain an accessible digital record of in-service credits and each teacher's application history.
 - iii. All evidence in support of the request must be submitted by the first of the next month.
- c. **Limits:** Teachers are eligible to submit up to 90 SIP credit hours and an additional 9 DIP credit hours for salary increments (for a total of 99 credit hours or 11 blocks).
- i. SIP and DIP credits may be combined for the purposes of forming a block.
 - ii. The District may choose to expand the total available DIP credits that are offered beyond 9, but any change will cause a reciprocal change to the total number of SIP credits available to teachers for redemption.

N. Home Teaching

Home teaching will be paid for on the basis of 0.167 of 1/230th of an individual teacher's base salary per hour.

O. Salary Payment Options

1. Twenty-two (22) installments to begin with payment at the end of the second week of the salary contract.
2. All teachers will utilize direct deposit and digital paystubs.
3. All 12-month professional employees shall receive their pay at the same time as the 10-month employees, with the exception of their summer pay.

P. Coaches' Salary Schedule

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

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

BASE

1.2 = Head Coach, Trainer, Equipment Manager

1.0 = Varsity Assistant, Cheerleader, Junior Varsity

1.0 = Modified

2. Coaching Season

All “regular season” play (practice and games) for all levels of athletics (modified, JV, Varsity, and Unified) will start no earlier than the date set forth by NYSED and will conclude on the same day as the last regularly scheduled game.

- a. TOTAL NUMBER OF WEEKS
 - i. Season length – 1 week for each school week (3 events per week)
 - ii. 1 week for each vacation week (2 events per week)
- 3. EVENT – Practice or competition

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

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

EXAMPLE: A coach with seven (7) years of credited service and an Index of 11 from Part 1 of this section would have an Index of $11 + (0.2 \text{ times } 2 \text{ years in excess of five})$ or 11.4. This is converted to the decimal $11.4/100 = 0.114$

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

Step	2025-26	2026-27	2027-28
1	\$28,223	\$28,788	\$29,364
2	\$29,288	\$29,874	\$30,472
3	\$29,755	\$30,351	\$30,958
4	\$31,412	\$32,040	\$32,681
5	\$32,476	\$33,125	\$33,788

- 3. The coaching bases are based on time and personnel.
- 4. One-half of the payment for each coach will be made in mid-season, and the other one-half will be made at the end of the regular season and any postseason play.
- 5. If a season extends beyond the above defined “regular season”, the coach will receive an additional \$150 per postseason competition.

6. The District shall appoint a coach to a one (1) year position. Those coaches successfully completing a one (1) year position may be reappointed to a term of up to three (3) years. Termination for cause may occur during this three (3) year period.
7. Coach Evaluation - Coaches shall be evaluated for each sport or season using the evaluation form in Appendix H. The evaluation form will be completed after a meeting with collaborative discussion between the Coach and the Athletic Officer. Additional expectations cannot be made for Coaches beyond the evaluation form criteria during the season and the off-season.
8. The stipend for the Facilities Manager will be:

2025-26	2026-27	2027-28
\$1,020	\$1,040	\$1,061

9. The position of Athletic Compliance Officer shall have one (1) release period in place of a class for a full year. The stipend for this position will be:

2025-26	2026-27	2027-28
\$5,520	\$5,631	\$5,743

10. The positions of Athletic Compliance Officer, Equipment Manager, and Facilities Manager may be combined as a TOSA. If a TOSA is not utilized for this combination of work, each position shall be paid at its individual stipended rate and any negotiated release period(s) will apply.

Q. Extracurricular Activity Stipends, Salaries, and Pay Rates

1. Club Advisors (per club allocation)

The district will budget annually for **AT LEAST** fifteen (15) clubs each at LACS, Boynton, and DeWitt and fifty (50) at IHS.

- a. Clubs will meet for 30 hours over the course of the year.
- b. Clubs may meet before school, after school, or during the school day.
- c. Club Advisors will receive a stipend in the second to last paycheck of the year.
- d. Stipend Rates:**

2025-26	2026-27	2027-28
\$525	\$541	\$557

- d.1. If more than one teacher chooses to advise a club, the stipend will be split equally by all advisors.

2. Position Stipends and/or Class Reductions for specified extracurricular activities

	Position-Release	2025-26	2026-27	2027-28
Dramatics (Middle School age Play)-LACS	Director	\$2,712	\$2,766	\$2,822
Dramatics (High School age Play)-LACS	Director	\$2,712	\$2,766	\$2,822
Dramatics (Musical) - IHS	Director-the equivalent of 1 release period for 1 semester	\$4,417	\$4,505	\$4,595
Dramatics (Play) IHS	Director-the equivalent of 1 release period for 1 semester	\$4,417	\$4,505	\$4,595
Dramatics (Musical)- Middle Schools (each)	Director	\$2,760	\$2,815	\$2,929
Dramatics (Play)- Middle Schools (each)	Director	\$2,760	\$2,815	\$2,929
Dramatics (Variety/Talent Show)- Middle Schools (each)	Director	\$1,609	\$1,641	\$1,674
Newspaper-IHS	Advisor-1 release period in place of a class for a full year	\$1,707	\$1,741	\$1,775
Yearbook-LACS	Advisor-0.5* release periods in place of a class	\$1,024	\$1,045	\$1,045
Yearbook-IHS	Advisor-1.5**	\$2,185	\$2,229	\$2,273

	release periods in place of a class			
Yearbook-Middle Schools (each)	Advisor	\$1,024	\$1,045	\$1,066
IHS Ambassadors	Coordinator-1 release period in place of a class for a full year	\$5,520	\$5,631	\$5,743

3. Extracurricular Arts – Hourly Rates

25-26	26-27	27-28
\$28.30	\$28.86	\$29.44

Hours Allocations (maximum hours)

Each Middle School	Max. Hours	High School	Max. Hours
1 Vocal Music Director	100	Vocal Music Director	150
1 Accompanist	100	Accompanist	150
1 Choreographer	50	Choreographer	100
		Pit Conductor	100
1 Orchestra: Extracurricular/Competitions (ex. Concerto Orchestra, NYSSMA, All County, Area All State)	100	Orchestra: Extracurricular/Competitions (ex. Concerto Orchestra, NYSSMA, All County, Area All State)	225
1 Band: Extracurricular/Competitions (ex. Jazz Band, NYSSMA, All County, Area All State)	100	Band: Extracurricular/Competitions (ex. NYSSMA, All County, Area All State)	75
		Jazz Band	150
1 Vocal: Extracurricular/Competitions (ex. choral groups,	150	Vocal: Extracurricular/Competitions (ex. choral groups,	275

NYSSMA, All County, Area All State)		NYSSMA, All County, Area All State)	
		Pep Band	150
1 Technology Student Association (housed at DeWitt)	400	Technology Student Association	400
1 Science Olympiad (housed at Boynton)	300	Code Red Robotics	300
Visual Art Teacher Extracurricular/Competitions	75 per teacher	Science Olympiad • <u>40 hours per advisor</u>	80
		Senior Class Advisor	40
		Mock Trial	40
		Brain Team	40
		Model UN	40
		<u>Unified Sports Club</u>	150 per sport
		<u>Vex Robotics</u> • to be shared among advisors	300
		Visual Art Teacher Extracurricular/Competitions	75 Per Teacher

LACS	Max. Hours	Elementary	Max. Hours
Orchestra Competitions*	25	Orchestra Competitions*	25
Band Competitions*	25	Band Competitions*	25
Vocal Competitions*	25	Vocal Competitions*	25
Visual Art Teacher Extracurricular/Competitions	75 Per Teacher	Visual Art Teacher Extracurricular/Competitions	50 per teacher

4. Physical Education Intramurals

a. Hourly Rates

2025-26	2026-27	2027-28
\$15.30	\$15.61	\$15.92

b. Hours Allocations (maximum hours)

Physical Education Intramurals	Allocation (max hours)
High School	275
Middle Schools (2)	202 (each school)
Elementary Schools (8)	272 (each school)

6. Dance Chaperones

Chaperones shall be compensated fifteen dollars and thirty cents (\$15.30) per hour. This rate includes any set-up, break-down, or supervision of students before or after a dance if they are waiting for transportation. There is no requirement that the unit member must chaperone all dances in order to be paid. Unit members will be paid for each individual dance they chaperone.

7. Homework Club and Extended Day

Hourly Rate

2025-26	2026-27	2027-28
\$33.78	\$34.45	\$35.14

R. Compensation for Overnight Supervision

When ITA bargaining unit members chaperone students on field trips, events, and competitions, etc. that require supervising and acting in loco parentis with students overnight and have been approved through the District Field Trip Approval process, compensation is available.

Overnight chaperoning duties will be defined by the level of supervision required by the duty.

"On duty" chaperoning indicates that chaperones are housed in the same building and are the primary contact in an overnight emergency (eg: students and chaperones are staying in the same hotel). "On call" chaperoning indicates that the chaperones are housed in separate buildings and are not the primary contact in some overnight emergencies (eg: students are staying with host families who can handle small emergencies; chaperones would be called to be responsible in major emergencies).

Each individual represented by the ITA bargaining unit will be compensated for overnight chaperone duties performed as described above at a rate of:

	On Duty	On Call
Weeknight (Sun-Thu)	\$76.50 per overnight	\$51 per overnight
Weekend/Holiday (Friday, Saturday, or Federal Holiday as defined by law)	\$153 per overnight	\$102 per overnight

Advisors and persons in extracurricular positions that are compensated by hours must first exhaust their available allotted hours before being eligible for this compensation. Each individual who performs the duties will be solely responsible for submitting timesheets documenting their duties by the end of the fiscal year in which the chaperoning experience occurred.

S. National Board Certification

The district will assist/support members in attaining National Board Certification. Each teacher who attains National Board Certification shall receive an annual stipend of \$2,550 per year for the duration of time the teacher holds said certification. Nationally Certified School Psychologists (NCSP) shall also receive this annual stipend for the duration of the time the psychologist holds said certification.

T. ASHA and/or CCC Certification

Speech Language Pathologists and Audiologists who maintain the additional ASHA and/or CCC certificates shall be awarded an annual stipend of \$2,040 per year for the duration of time they hold said certification.

U. Licensed Clinical Social Worker (LCSW) Certification

An individual holding a LCSW Certification and designated by the district to complete prescriptions and/or Medicaid RS logs for any year or portion thereof shall receive a \$2,040 stipend for that year, or pro-rata for less than a year’s designation.

When a Licensed Master Social Worker (LMSW) is working toward an LCSW license, the District shall provide an LCSW to supervise their work. LCSW Supervisors shall receive \$86.70 per hour for individual supervision or \$102 per hour for more than one LMSW being supervised at the same time.

The LCSW Supervision compensation shall be limited to 100 hours per school year.
The LMSW shall be provided a list of District Approved LCSW Supervisors to choose from.

V. Board Certified Behavior Analyst (BCBA)

When the District deems it necessary to hire a BCBA, the position shall be posted internally and hired as an ITA position following hiring protocols.

ICSD will sponsor the member in any tuition required (but not certification exams or fees) for this certification via direct sponsorship or tuition reimbursement. Any candidates being sponsored by the District must earn a C or a passing grade (in a pass/fail course) to maintain said sponsorship. The member shall make every effort to reduce tuition costs by applying for financial aid when available.

Upon successful completion of the program, the member agrees to remain employed in the ICSD for 1 year for every \$10,000 (or portion thereof) of tuition paid by The District.
If the member can not comply with the employment agreement, they will repay the District for the remaining tuition balance.

Course work completed as part of this certification is ineligible for inservice credits if the district has sponsored the work. Upon certification, the member shall receive a stipend of \$2,040 per academic year.

*Extracurricular Compensation rates were adjusted for Cost of Living in 2025

- *ITA COLA Increases

Article 26: Positions in Summer School

A. Applications and Hiring

1. Under normal circumstances all summer school positions will be advertised by March 1st of each year in the same manner as provided for vacancies, transfers, reassignments or promotions. Teachers interested in teaching summer school must respond by March 31st.
2. Forms for hiring professional personnel for summer school employment will be the same forms as used for the hiring, reassignment, promotion, and transfer of teachers as elsewhere in this Agreement provided.
3. A waiting list will be formed from those teachers who apply for summer school positions. Teachers will accumulate one additional year on the waiting list each time they apply for a position.

B. Staffing of Summer School

Summer school staff positions will be filled in accordance with the following priorities:

1. bargaining unit members who were employed in the District's summer school program during the previous summer and who demonstrated satisfactory performance, or bargaining unit members who were on an approved one-year leave of absence from the summer school program and who previously demonstrated satisfactory performance;
2. other bargaining unit members on the summer school program waiting list, according to seniority on that waiting list;
3. other bargaining unit members, according to seniority within the bargaining unit;
4. non-bargaining unit members.

Teachers who have applied for such positions will be notified of the action taken regarding their applications no later than May 1; and all other rules relating to the filling of regular positions by hiring, reassignment, transfer, or promotion shall apply with respect to summer school.

C. Mutual Commitment for Summer School Term

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

D. Summer School Teachers

1. Summer school teaching and any day worked for which the teacher is not regularly assigned as a classroom teacher (i.e., registration, proctoring of exams) will be paid on the basis of .0035 of the salary (for summer school teachers will be .0075 of the minimum base teacher's salary Bachelor's Degree – no experience) for three teaching periods per day for a maximum of 30 days. Any workday of less than normal (three class periods per day for a maximum of 90 minutes each) will be paid on a prorated basis. No summer school teacher will teach more than two ninety-minute class periods or the equivalent thereof if there is a District teacher on the waiting list in that particular discipline.
2. All teachers contracted for scheduled courses will be paid the contracted amount regardless of registration.
3. Teachers of summer school will be granted two days for the summer session for personal illness, death in the family, or serious illness or injury requiring bedside or household attention by the teacher, the teacher's spouse, domestic partner, child or other member of the teacher's, spouse's, or domestic partner's immediate family, irrespective of residence. Such days shall be cumulative up to five (5) days. The Superintendent may request verification of any illness.
4. Teachers with five (5) consecutive years of summer school experience may, with the approval of the Superintendent, be granted a one-summer leave of absence. Upon their return, such teachers will fill the same position in summer school as they had prior to the leave of absence if it is available.

E. Operation of Summer School by Ithaca City School District

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

Article 27: Use of School Facilities

A. Association's Use of Buildings

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

B. Faculty Bulletin Boards for Association Use

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

C. Association Use of School Mailboxes

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

D. Association Office

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

E. Use of Equipment

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

F. Use of Email

The District will permit the Association the use of district email for the purpose of communicating Association business, inter-member union communications, or for the purpose of delivering news or non-commercial communications from our affiliated associations (NYSUT, NEA, or AFT). All e-mail use will be in compliance with district policies as outlined in ICSD BoE policy 9650.

G. Use of Public Address

The District will permit the Association to use a building's public address system during non-instructional hours to announce the date, time, and location of Association meetings.

Article 28: Grievance Procedure

A. Declaration of Purpose

The purpose of this procedure is to ensure a positive and cooperative relationship between the Board of Education, Administration, and the members covered by this Collective Bargaining Agreement. It aims to solve any complaints from teachers in a fair way, at the lowest possible level, so that teachers can address their concerns without fear of pressure, unfair treatment, retaliation, or punishment. The goal is to help the District and Teachers work through disagreements quickly and fairly, without having to go through long or expensive legal processes.

B. Definitions

1. A Grievance is a claim by any person represented by the Association of any event or condition adversely affecting their terms and conditions of employment and/or work related welfare caused by an alleged violation of this CBA, policies/rules/bylaws/procedures/practices of the Board, or improper implementation of administrative regulations/State regulations. The Association reserves the right to pursue alleged violations of NYS law directly through arbitration rather than engage in the grievance process.
2. The term “Supervisor” means any Principal, Associate Principal, immediate supervisor, or other administrative or supervisory officer, who is not a member of the Association, responsible for the area in which an alleged grievance arises except for the Chief Executive Officer.
3. “Association” means the Ithaca Teachers Association, exclusive representative of the negotiating unit.
4. “Aggrieved Party/The aggrieved” means any person or group of persons represented by the Association filing a grievance.
5. “Professional Practices, Rights and Responsibilities (PPR&R) Committee” is the committee created and constituted by the Association and its members for the enforcement of this Agreement, assertion of their professional rights, and for processing grievances.
6. “Party in Interest” means the PPR&R Committee and any party named in a grievance who is not the aggrieved party.
7. “Hearing Officer” means any individual charged with the duty of rendering decisions at any given stage of the grievance process.

C: Elements of a Grievance

1. All grievances will include:
 - (a) the name and position of the aggrieved
 - (b) the provision of law, this CBA, policy, etc., involved in the grievance
 - (c) the time and place where the alleged events or conditions prompting the grievance existed
 - (d) the identity of the party responsible for causing said events or conditions if known
 - (e) a general statement of the nature of the grievance

(f) the redress sought by the aggrieved party

2. The Association may initiate the Informal Grievance process on its own when it has reason to believe that a system-wide policy would or does affect a group of members.
3. Whenever possible, grievances will be prepared and processed during employee hours. All reasonable efforts will be made to avoid interrupting classroom activity and involving students in any phase of the grievance procedure.
4. The Board of Education and the Association agree to facilitate any required investigation and to make available any and all material and relevant documents, communications, and records concerning the alleged grievance.
5. Except in Stage E.2(a), the aggrieved and any party of interest has the right to confront or cross-examine all witnesses on their behalf. The parties *may* designate one or more official note-takers. The aggrieved and all parties of interest will have access to all official notes taken during any proceedings made regarding their grievance.
6. No interference, coercion, restraint, discrimination, or reprisal of any kind at any time will be taken by the Board or any member of the administration against the aggrieved party, any parties in interest, any representative, or any other participant in the grievance process.
7. The Board and the Association will work together to create forms for filing grievances, sending notices, making appeals, submitting reports, and other required documents. Once the forms are finalized, the Chief Executive Officer will arrange for them to be printed and distributed, or otherwise made available, to ensure the grievance process runs smoothly.
8. If any part of this grievance procedure, or how it applies to a person or group in the bargaining unit, is found by a court to be illegal, that part will no longer be valid except as allowed by law. However, all other parts of the procedure will remain in effect and continue to be followed.
9. The Chief Executive Officer is responsible for creating and keeping an Official Grievance Record. This record will be kept separate from the personnel files of those involved. It will include written grievances, exhibits, transcripts, communications, meeting minutes/notes or testimony notes, written arguments and briefs from all Formal Grievances, and all written decisions from each/any stage. Official minutes will be kept at the Board's expense for all Formal Grievance proceedings. A copy of such minutes will be made available to the aggrieved and the Association within two (2) days after the conclusion of any hearings, and the appropriate Hearing Officer will be advised of any errors in said minutes. Any such claim of error will be added to the Official Grievance Record, and the Hearing Officer will note their decision about the claimed error. The Official Grievance Record can be inspected or copied by the aggrieved party, the PPR&R Committee, and the Board. It will not be considered a public record unless required by

law.

10. The existence of this process does not mean that the person with an alleged grievance has to use it. They still have the right to seek other ways to resolve the issue, and using this procedure will not limit or prevent them from pursuing other options at any point.

D. Notification and Initiation

1. It is to the benefit of all that any alleged grievance be processed as efficiently as possible. All parties will make every effort not to delay the process. The time limits specified for either party may be extended only by mutual agreement.
2. No grievance may enter the Formal Grievance process (XXVIII.F) unless the Association is notified of the alleged violation within 60 school days of the inciting events or conditions. The Association will develop the process by which members will notify the Association.

E. Stage 1: Informal Grievances

1. Engaging in a collaborative solution-finding process is a cornerstone of labor relations. The Informal Grievance process is intended to create a cyclical process that allows the aggrieved, with the cooperation/assistance of the Association, to seek resolution to their alleged grievance first at the building and then at the district level as needed.
2. Informal Grievances will use the following steps:
 - (a) The aggrieved will discuss their grievance with their building leader/immediate supervisor or their building representative with the goal of finding a mutually agreeable resolution. The building leader/supervisor and/or building representative may continue to talk with each other or other parties of interest. Still, the aggrieved must be informed of any potential resolution and be able to provide feedback. The aggrieved is permitted to be present anytime their grievance is being discussed.
 - (b) **Within 60 (sixty) school days, the aggrieved and/or their building representative must inform the Association about their alleged grievance through the means developed by the Association. Within 10 (ten) school days, the Association will notify the Chief Executive Officer/Designee, in writing, of the alleged grievance.**
 - (c) If the aggrieved is unable to find a resolution in E.2(a), they may then contact the Association/PPR&R Committee for further review.
 - (i) Upon notification, the PPR&R Committee and Association will solicit the Administration to begin finding a mutually agreed resolution to the grievance. The aggrieved will be informed of any decisions made and must consent to any proposed resolution. The Administration will make all efforts to meet in a reasonable timeframe.
 - (ii) At the next available PPR&R Committee meeting, the alleged grievance will be reviewed to advise the aggrieved and propose potential resolutions to seek. At this meeting, the committee will review the Elements of a Grievance presented for eligibility to enter into the Formal Grievance process.
 - (d) The aggrieved has the right to bypass E.2(a) and proceed directly to E.2(b) should

- they choose.
- (e) After beginning E.2(c), solution-seeking among all parties of interest may occur and is encouraged.
 - (f) The Informal Grievance process may continue without a time limit or until the aggrieved, the Association, or the Administration no longer believes a mutually agreed-upon resolution can be found. In such an event, the party that wishes to close the Informal Grievance must inform the aggrieved, the Association, and the Administration in writing.
 - (g) If the grievance is resolved at any point during the Informal Grievance process, the resolution will be final and binding for the aggrieved unless objected to by the Association or Central Office Administration.
 - (h) Any resolutions agreed upon during the Informal Grievance process will not set a precedent for further cases under this CBA.

F. Stage 2: Formal Grievance

1. Within *ten (10) school* days of the close of the Informal Grievance process as detailed in E.2(f) and with the agreement of the Association, the aggrieved may initiate a Formal Grievance.
2. Formal Grievances will use the following procedures and timelines:
 - (a) The Association will notify the Administration in writing that it will begin a Formal Grievance on behalf of the aggrieved.
 - (b) The grievance will be reduced to writing and be presented along with all supporting documentation to the building leader/immediate supervisor for their final determination. The building leader/immediate supervisor will deliver their final determination in writing to the Association and the aggrieved within *ten (10) school days*.
 - (c) If the aggrieved is not satisfied with the determination in F.2(b), they may appeal to the Association to request a continuation of the grievance. This must be done within *ten (10) school* days of receiving the determination from F.2(b). If the Association agrees to continue the grievance, the written grievance, supporting documentation, and the determination from F.2(b) will be sent to the Chief Executive Officer/Designee for final determination. The Chief Executive Officer/Designee will render their final determination to the Association and the aggrieved within *ten (10) school days*.
 - (d) Within *ten (10) school days* of receiving the determination from F.2(c), if the aggrieved is not satisfied with the determination and with the continued agreement of the Association, the Association will file an appeal with the Board of Education. The Association will provide the written grievance, all supporting documentation, and all determinations along with the appeal. The Board will also have access to the official grievance record maintained by the Chief Executive Officer.
 - (e) *Within two (2) voting meetings of receiving the appeal, the Board will hold a hearing about the grievance. The hearing will be held in executive session with the aggrieved and the Association.*

- (f) Within ten (10) school days of the hearing, the Board will deliver its determination on the grievance, in writing, to the aggrieved, the Association, and the Chief Executive Officer.
3. If a decision at each step is not appealed to the next in the procedure within the time limits specified, the grievance will be deemed to be discontinued and may not be appealed further under this CBA.
4. If at any step the determination is not communicated to the aggrieved and the Association by the end of the time limit, the aggrieved and Association may proceed to the next step in the process.

G. Arbitration

1. Within ten (10) school days of the end of, and having exhausted, the Formal Grievance process, if the aggrieved and the Association are not satisfied with the Board determination, the PPR&R committee has determined the grievance has merit, and the Association believes it is acting in the best interest of its members; the Association may submit the grievance to arbitration by written notice to the Board.
2. Within five (5) school days after the written notice to request arbitration, the Board of Education and the PPR&R Committee will work together to choose an arbitrator who understands the issue and is acceptable to both sides. They must also confirm that the arbitrator is willing to take the case. If they cannot agree on an arbitrator or secure a commitment within the time limit, either side can ask the American Arbitration Association (AAA) for a list of arbitrators. Both sides will follow the AAA's rules and procedures to select an arbitrator.
3. The arbitrator's decision will include the facts, reasoning, and conclusions about the issue.
4. The arbitrator cannot make decisions that require illegal actions or violate the terms of the Agreement.
5. The arbitrator's decision will be final and binding for everyone involved.
6. For grievances related to contract violations, the cost of the arbitrator's services and any expenses will be split equally between the Board of Education and the Association..

H. Release Time for Grievance Processing

1. When a Building Representative, a member of the Professional Practices, Rights, and Responsibilities (PPR&R) Committee, or another Association representative needs to investigate a grievance or attend a grievance meeting or hearing, the Chairperson of the PPR&R Committee will notify the Principal or immediate supervisor and the Superintendent. The notice will request that these individuals be allowed to participate in these activities without losing pay. Any teacher required to attend as a witness will have the same right. The Association agrees to use these rights responsibly and not misuse them

Article 29: Miscellaneous

A. Reprisal Prohibited

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

B. Copies of Board Agenda and Minutes

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

C. Copies of Board Policies and Rules

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

D. Copies of Agreement

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

E. Saving Clause

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

F. Agreement Constitutes Policy

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

G. Ithaca Teachers Association Committees

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

H. School Closing: Make Up Time

1. School Closings: Excessive pupil absence from class impairs instruction and, when pupil absence in the District exceeds 20%, instruction cannot be profitably continued. It is therefore agreed that in the event that pupil absence from the District by reason of epidemic equals or exceeds 20%, the schools will be closed for such period as appears to the Superintendent, with advice of public health authorities, to be sufficient to reduce absences from such epidemic to normal levels. Upon such school closing, teachers will be excused from all duties without loss of pay or leave and will not be required to return to duty until school is reopened for student attendance.
2. Make-up Time
The dates when time lost by reason of school closing shall be made up shall be determined by negotiation between the parties hereto. In the event that schools are closed because of inclement weather, the teachers will be similarly excused.

I. Implementation of Agreement

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

Article 30: Board Prerogatives

Any or all rights, powers, authority, and prerogatives which the Board had prior to entering into this Agreement are retained by the Board, except as those rights, powers, authority or prerogatives are expressly and specifically limited by the provisions of this Agreement. The failure to enumerate such retained rights, powers, authority, and prerogatives shall not be construed as a waiver of any such rights, powers, authority or prerogatives.

Article 31: Duration

The provisions of this Agreement shall be effective retroactively to July 1, 2025, except as otherwise herein provided in this Agreement, and shall remain in full force and effect for so long as the Association is recognized under the current recognition or any automatic extension or renewal thereof as the exclusive representative of the employees of the Board in the employer-employee negotiating unit as presently defined.

Provided, however, that either party wishing to amend this Agreement in any respect may notify the other by May 1, 2028 of the topics as to which modification is provisions hereof.

Appendix A: APPR

Appendix A for APPR of teachers is a separate document for the 2025-2028 collective bargaining agreement.

During the period of this agreement, the parties will enter into negotiations to revise the above mentioned APPR agreement. This revision negotiation will cover the entirety of the current APPR agreement as well as the annual evaluation processes for Athletics Coaches and Teacher Leaders.

Appendix B: Department Leader Evaluation

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

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

Evaluations should be completed by June 1.

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

The current Department Leader Evaluation shall be in effect until a revised Teacher Leader Evaluation is established as part of the APPR Revision Negotiation.

Appendix C: Code of Ethics

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

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

Appendix D: Process for Selection of Department Leaders, Coordinators, Curriculum Committee Heads

By April 1st, the Office of Human Resources will identify departments with two-year terms expiring. Departments include: building departments – such as math; secondary departments if in existence; District departments – such as art; and Curriculum Committees, and notify the Association. Department members will be notified and selection process begun.

The Principal, in the case of building departments, or Superintendent in the case of secondary departments, District departments, and Curriculum Committees, may meet with each department or committee.

The opening will be posted by the Office of Human Resources.

After posting dates expire and candidates are known, each department or Curriculum Committee will be responsible for conducting a secret ballot election to select a leader, coordinator, or committee head. A non-candidate will run the meeting and count the ballots. “Members of departments” include all persons teaching one class or more in that department and the department leader, or coordinator.

Each teacher will get two votes for each class they currently teach in the department. Department leaders or coordinators will get ten (10) votes (as though the leader or coordinator taught a full class load).

In departments where teachers work part-time, each teacher will get two (2) votes for each class section they teach.

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

The persons who count the ballots shall announce the results to the department members and forward the department’s elected candidate to the Principal (building departments) or Superintendent (secondary departments, district departments, Curriculum Committees). In the event the opening occurs, or interviews must be held, during the summer, as many teachers as possible from the department will be involved in the process. After school opens, the candidate(s) will be afforded an opportunity to meet with the members of the department in an interview format.

Appendix E: Step and Lane Salary Grids

25/26	0	9	18	27	36	45	54	63	72	81	90
1	\$54,891	\$55,545	\$56,199	\$56,853	\$57,507	\$58,161	\$58,815	\$59,469	\$60,123	\$60,777	\$61,431
2	\$55,609	\$56,263	\$56,917	\$57,571	\$58,225	\$58,879	\$59,533	\$60,187	\$60,841	\$61,495	\$62,149
3	\$56,327	\$56,981	\$57,635	\$58,289	\$58,943	\$59,597	\$60,251	\$60,905	\$61,559	\$62,213	\$62,867
4	\$57,045	\$57,699	\$58,353	\$59,007	\$59,661	\$60,315	\$60,969	\$61,623	\$62,277	\$62,931	\$63,585
5	\$57,763	\$58,417	\$59,071	\$59,725	\$60,379	\$61,033	\$61,687	\$62,341	\$62,995	\$63,649	\$64,303
6	\$58,608	\$59,262	\$59,916	\$60,570	\$61,224	\$61,878	\$62,532	\$63,186	\$63,840	\$64,494	\$65,148
7	\$59,453	\$60,107	\$60,761	\$61,415	\$62,069	\$62,723	\$63,377	\$64,031	\$64,685	\$65,339	\$65,993
8	\$60,298	\$60,952	\$61,606	\$62,260	\$62,914	\$63,568	\$64,222	\$64,876	\$65,530	\$66,184	\$66,838
9	\$61,144	\$61,798	\$62,452	\$63,106	\$63,760	\$64,414	\$65,068	\$65,722	\$66,376	\$67,030	\$67,684
10	\$61,989	\$62,643	\$63,297	\$63,951	\$64,605	\$65,259	\$65,913	\$66,567	\$67,221	\$67,875	\$68,529
11	\$62,961	\$63,615	\$64,269	\$64,923	\$65,577	\$66,231	\$66,885	\$67,539	\$68,193	\$68,847	\$69,501
12	\$63,933	\$64,587	\$65,241	\$65,895	\$66,549	\$67,203	\$67,857	\$68,511	\$69,165	\$69,819	\$70,473
13	\$64,905	\$65,559	\$66,213	\$66,867	\$67,521	\$68,175	\$68,829	\$69,483	\$70,137	\$70,791	\$71,445
14	\$65,877	\$66,531	\$67,185	\$67,839	\$68,493	\$69,147	\$69,801	\$70,455	\$71,109	\$71,763	\$72,417
15	\$66,849	\$67,503	\$68,157	\$68,811	\$69,465	\$70,119	\$70,773	\$71,427	\$72,081	\$72,735	\$73,389
16	\$67,949	\$68,603	\$69,257	\$69,911	\$70,565	\$71,219	\$71,873	\$72,527	\$73,181	\$73,835	\$74,489
17	\$69,048	\$69,702	\$70,356	\$71,010	\$71,664	\$72,318	\$72,972	\$73,626	\$74,280	\$74,934	\$75,588
18	\$70,147	\$70,801	\$71,455	\$72,109	\$72,763	\$73,417	\$74,071	\$74,725	\$75,379	\$76,033	\$76,687
19	\$71,246	\$71,900	\$72,554	\$73,208	\$73,862	\$74,516	\$75,170	\$75,824	\$76,478	\$77,132	\$77,786
20	\$72,345	\$72,999	\$73,653	\$74,307	\$74,961	\$75,615	\$76,269	\$76,923	\$77,577	\$78,231	\$78,885
21	\$73,571	\$74,225	\$74,879	\$75,533	\$76,187	\$76,841	\$77,495	\$78,149	\$78,803	\$79,457	\$80,111
22	\$74,797	\$75,451	\$76,105	\$76,759	\$77,413	\$78,067	\$78,721	\$79,375	\$80,029	\$80,683	\$81,337
23	\$76,023	\$76,677	\$77,331	\$77,985	\$78,639	\$79,293	\$79,947	\$80,601	\$81,255	\$81,909	\$82,563
24	\$77,250	\$77,904	\$78,558	\$79,212	\$79,866	\$80,520	\$81,174	\$81,828	\$82,482	\$83,136	\$83,790
25	\$78,476	\$79,130	\$79,784	\$80,438	\$81,092	\$81,746	\$82,400	\$83,054	\$83,708	\$84,362	\$85,016
26	\$79,829	\$80,483	\$81,137	\$81,791	\$82,445	\$83,099	\$83,753	\$84,407	\$85,061	\$85,715	\$86,369
27	\$81,182	\$81,836	\$82,490	\$83,144	\$83,798	\$84,452	\$85,106	\$85,760	\$86,414	\$87,068	\$87,722
28	\$82,535	\$83,189	\$83,843	\$84,497	\$85,151	\$85,805	\$86,459	\$87,113	\$87,767	\$88,421	\$89,075
29	\$83,888	\$84,542	\$85,196	\$85,850	\$86,504	\$87,158	\$87,812	\$88,466	\$89,120	\$89,774	\$90,428
30	\$85,241	\$85,895	\$86,549	\$87,203	\$87,857	\$88,511	\$89,165	\$89,819	\$90,473	\$91,127	\$91,781
31	\$86,721	\$87,375	\$88,029	\$88,683	\$89,337	\$89,991	\$90,645	\$91,299	\$91,953	\$92,607	\$93,261
32	\$88,202	\$88,856	\$89,510	\$90,164	\$90,818	\$91,472	\$92,126	\$92,780	\$93,434	\$94,088	\$94,742
33	\$89,682	\$90,336	\$90,990	\$91,644	\$92,298	\$92,952	\$93,606	\$94,260	\$94,914	\$95,568	\$96,222
34	\$91,162	\$91,816	\$92,470	\$93,124	\$93,778	\$94,432	\$95,086	\$95,740	\$96,394	\$97,048	\$97,702
35	\$92,642	\$93,296	\$93,950	\$94,604	\$95,258	\$95,912	\$96,566	\$97,220	\$97,874	\$98,528	\$99,182
36	\$94,249	\$94,903	\$95,557	\$96,211	\$96,865	\$97,519	\$98,173	\$98,827	\$99,481	\$100,135	\$100,789
37	\$95,856	\$96,510	\$97,164	\$97,818	\$98,472	\$99,126	\$99,780	\$100,434	\$101,088	\$101,742	\$102,396
38	\$97,463	\$98,117	\$98,771	\$99,425	\$100,079	\$100,733	\$101,387	\$102,041	\$102,695	\$103,349	\$104,003
39	\$99,071	\$99,725	\$100,379	\$101,033	\$101,687	\$102,341	\$102,995	\$103,649	\$104,303	\$104,957	\$105,611
40	\$100,678	\$101,332	\$101,986	\$102,640	\$103,294	\$103,948	\$104,602	\$105,256	\$105,910	\$106,564	\$107,218

26/27	0	9	18	27	36	45	54	63	72	81	90
1	\$56,918	\$57,615	\$58,312	\$59,009	\$59,706	\$60,403	\$61,100	\$61,797	\$62,494	\$63,191	\$63,888
2	\$57,705	\$58,402	\$59,099	\$59,796	\$60,493	\$61,190	\$61,887	\$62,584	\$63,281	\$63,978	\$64,675
3	\$58,491	\$59,188	\$59,885	\$60,582	\$61,279	\$61,976	\$62,673	\$63,370	\$64,067	\$64,764	\$65,461
4	\$59,278	\$59,975	\$60,672	\$61,369	\$62,066	\$62,763	\$63,460	\$64,157	\$64,854	\$65,551	\$66,248
5	\$60,064	\$60,761	\$61,458	\$62,155	\$62,852	\$63,549	\$64,246	\$64,943	\$65,640	\$66,337	\$67,034
6	\$61,027	\$61,724	\$62,421	\$63,118	\$63,815	\$64,512	\$65,209	\$65,906	\$66,603	\$67,300	\$67,997
7	\$61,991	\$62,688	\$63,385	\$64,082	\$64,779	\$65,476	\$66,173	\$66,870	\$67,567	\$68,264	\$68,961
8	\$62,954	\$63,651	\$64,348	\$65,045	\$65,742	\$66,439	\$67,136	\$67,833	\$68,530	\$69,227	\$69,924
9	\$63,918	\$64,615	\$65,312	\$66,009	\$66,706	\$67,403	\$68,100	\$68,797	\$69,494	\$70,191	\$70,888
10	\$64,881	\$65,578	\$66,275	\$66,972	\$67,669	\$68,366	\$69,063	\$69,760	\$70,457	\$71,154	\$71,851
11	\$66,021	\$66,718	\$67,415	\$68,112	\$68,809	\$69,506	\$70,203	\$70,900	\$71,597	\$72,294	\$72,991
12	\$67,162	\$67,859	\$68,556	\$69,253	\$69,950	\$70,647	\$71,344	\$72,041	\$72,738	\$73,435	\$74,132
13	\$68,302	\$68,999	\$69,696	\$70,393	\$71,090	\$71,787	\$72,484	\$73,181	\$73,878	\$74,575	\$75,272
14	\$69,443	\$70,140	\$70,837	\$71,534	\$72,231	\$72,928	\$73,625	\$74,322	\$75,019	\$75,716	\$76,413
15	\$70,583	\$71,280	\$71,977	\$72,674	\$73,371	\$74,068	\$74,765	\$75,462	\$76,159	\$76,856	\$77,553
16	\$71,900	\$72,597	\$73,294	\$73,991	\$74,688	\$75,385	\$76,082	\$76,779	\$77,476	\$78,173	\$78,870
17	\$73,218	\$73,915	\$74,612	\$75,309	\$76,006	\$76,703	\$77,400	\$78,097	\$78,794	\$79,491	\$80,188
18	\$74,535	\$75,232	\$75,929	\$76,626	\$77,323	\$78,020	\$78,717	\$79,414	\$80,111	\$80,808	\$81,505
19	\$75,853	\$76,550	\$77,247	\$77,944	\$78,641	\$79,338	\$80,035	\$80,732	\$81,429	\$82,126	\$82,823
20	\$77,170	\$77,867	\$78,564	\$79,261	\$79,958	\$80,655	\$81,352	\$82,049	\$82,746	\$83,443	\$84,140
21	\$78,664	\$79,361	\$80,058	\$80,755	\$81,452	\$82,149	\$82,846	\$83,543	\$84,240	\$84,937	\$85,634
22	\$80,159	\$80,856	\$81,553	\$82,250	\$82,947	\$83,644	\$84,341	\$85,038	\$85,735	\$86,432	\$87,129
23	\$81,653	\$82,350	\$83,047	\$83,744	\$84,441	\$85,138	\$85,835	\$86,532	\$87,229	\$87,926	\$88,623
24	\$83,148	\$83,845	\$84,542	\$85,239	\$85,936	\$86,633	\$87,330	\$88,027	\$88,724	\$89,421	\$90,118
25	\$84,642	\$85,339	\$86,036	\$86,733	\$87,430	\$88,127	\$88,824	\$89,521	\$90,218	\$90,915	\$91,612
26	\$86,313	\$87,010	\$87,707	\$88,404	\$89,101	\$89,798	\$90,495	\$91,192	\$91,889	\$92,586	\$93,283
27	\$87,985	\$88,682	\$89,379	\$90,076	\$90,773	\$91,470	\$92,167	\$92,864	\$93,561	\$94,258	\$94,955
28	\$89,656	\$90,353	\$91,050	\$91,747	\$92,444	\$93,141	\$93,838	\$94,535	\$95,232	\$95,929	\$96,626
29	\$91,328	\$92,025	\$92,722	\$93,419	\$94,116	\$94,813	\$95,510	\$96,207	\$96,904	\$97,601	\$98,298
30	\$92,999	\$93,696	\$94,393	\$95,090	\$95,787	\$96,484	\$97,181	\$97,878	\$98,575	\$99,272	\$99,969
31	\$94,847	\$95,544	\$96,241	\$96,938	\$97,635	\$98,332	\$99,029	\$99,726	\$100,423	\$101,120	\$101,817
32	\$96,696	\$97,393	\$98,090	\$98,787	\$99,484	\$100,181	\$100,878	\$101,575	\$102,272	\$102,969	\$103,666
33	\$98,544	\$99,241	\$99,938	\$100,635	\$101,332	\$102,029	\$102,726	\$103,423	\$104,120	\$104,817	\$105,514
34	\$100,393	\$101,090	\$101,787	\$102,484	\$103,181	\$103,878	\$104,575	\$105,272	\$105,969	\$106,666	\$107,363
35	\$102,241	\$102,938	\$103,635	\$104,332	\$105,029	\$105,726	\$106,423	\$107,120	\$107,817	\$108,514	\$109,211
36	\$104,266	\$104,963	\$105,660	\$106,357	\$107,054	\$107,751	\$108,448	\$109,145	\$109,842	\$110,539	\$111,236
37	\$106,292	\$106,989	\$107,686	\$108,383	\$109,080	\$109,777	\$110,474	\$111,171	\$111,868	\$112,565	\$113,262
38	\$108,317	\$109,014	\$109,711	\$110,408	\$111,105	\$111,802	\$112,499	\$113,196	\$113,893	\$114,590	\$115,287
39	\$110,343	\$111,040	\$111,737	\$112,434	\$113,131	\$113,828	\$114,525	\$115,222	\$115,919	\$116,616	\$117,313
40	\$112,368	\$113,065	\$113,762	\$114,459	\$115,156	\$115,853	\$116,550	\$117,247	\$117,944	\$118,641	\$119,338

27/28	0	9	18	27	36	45	54	63	72	81	90
1	\$59,093	\$59,824	\$60,555	\$61,286	\$62,017	\$62,748	\$63,479	\$64,210	\$64,941	\$65,672	\$66,403
2	\$59,961	\$60,692	\$61,423	\$62,154	\$62,885	\$63,616	\$64,347	\$65,078	\$65,809	\$66,540	\$67,271
3	\$60,830	\$61,561	\$62,292	\$63,023	\$63,754	\$64,485	\$65,216	\$65,947	\$66,678	\$67,409	\$68,140
4	\$61,699	\$62,430	\$63,161	\$63,892	\$64,623	\$65,354	\$66,085	\$66,816	\$67,547	\$68,278	\$69,009
5	\$62,567	\$63,298	\$64,029	\$64,760	\$65,491	\$66,222	\$66,953	\$67,684	\$68,415	\$69,146	\$69,877
6	\$63,606	\$64,337	\$65,068	\$65,799	\$66,530	\$67,261	\$67,992	\$68,723	\$69,454	\$70,185	\$70,916
7	\$64,644	\$65,375	\$66,106	\$66,837	\$67,568	\$68,299	\$69,030	\$69,761	\$70,492	\$71,223	\$71,954
8	\$65,682	\$66,413	\$67,144	\$67,875	\$68,606	\$69,337	\$70,068	\$70,799	\$71,530	\$72,261	\$72,992
9	\$66,720	\$67,451	\$68,182	\$68,913	\$69,644	\$70,375	\$71,106	\$71,837	\$72,568	\$73,299	\$74,030
10	\$67,758	\$68,489	\$69,220	\$69,951	\$70,682	\$71,413	\$72,144	\$72,875	\$73,606	\$74,337	\$75,068
11	\$68,966	\$69,697	\$70,428	\$71,159	\$71,890	\$72,621	\$73,352	\$74,083	\$74,814	\$75,545	\$76,276
12	\$70,173	\$70,904	\$71,635	\$72,366	\$73,097	\$73,828	\$74,559	\$75,290	\$76,021	\$76,752	\$77,483
13	\$71,381	\$72,112	\$72,843	\$73,574	\$74,305	\$75,036	\$75,767	\$76,498	\$77,229	\$77,960	\$78,691
14	\$72,589	\$73,320	\$74,051	\$74,782	\$75,513	\$76,244	\$76,975	\$77,706	\$78,437	\$79,168	\$79,899
15	\$73,796	\$74,527	\$75,258	\$75,989	\$76,720	\$77,451	\$78,182	\$78,913	\$79,644	\$80,375	\$81,106
16	\$75,173	\$75,904	\$76,635	\$77,366	\$78,097	\$78,828	\$79,559	\$80,290	\$81,021	\$81,752	\$82,483
17	\$76,551	\$77,282	\$78,013	\$78,744	\$79,475	\$80,206	\$80,937	\$81,668	\$82,399	\$83,130	\$83,861
18	\$77,928	\$78,659	\$79,390	\$80,121	\$80,852	\$81,583	\$82,314	\$83,045	\$83,776	\$84,507	\$85,238
19	\$79,305	\$80,036	\$80,767	\$81,498	\$82,229	\$82,960	\$83,691	\$84,422	\$85,153	\$85,884	\$86,615
20	\$80,682	\$81,413	\$82,144	\$82,875	\$83,606	\$84,337	\$85,068	\$85,799	\$86,530	\$87,261	\$87,992
21	\$82,229	\$82,960	\$83,691	\$84,422	\$85,153	\$85,884	\$86,615	\$87,346	\$88,077	\$88,808	\$89,539
22	\$83,775	\$84,506	\$85,237	\$85,968	\$86,699	\$87,430	\$88,161	\$88,892	\$89,623	\$90,354	\$91,085
23	\$85,322	\$86,053	\$86,784	\$87,515	\$88,246	\$88,977	\$89,708	\$90,439	\$91,170	\$91,901	\$92,632
24	\$86,869	\$87,600	\$88,331	\$89,062	\$89,793	\$90,524	\$91,255	\$91,986	\$92,717	\$93,448	\$94,179
25	\$88,415	\$89,146	\$89,877	\$90,608	\$91,339	\$92,070	\$92,801	\$93,532	\$94,263	\$94,994	\$95,725
26	\$90,131	\$90,862	\$91,593	\$92,324	\$93,055	\$93,786	\$94,517	\$95,248	\$95,979	\$96,710	\$97,441
27	\$91,848	\$92,579	\$93,310	\$94,041	\$94,772	\$95,503	\$96,234	\$96,965	\$97,696	\$98,427	\$99,158
28	\$93,564	\$94,295	\$95,026	\$95,757	\$96,488	\$97,219	\$97,950	\$98,681	\$99,412	\$100,143	\$100,874
29	\$95,280	\$96,011	\$96,742	\$97,473	\$98,204	\$98,935	\$99,666	\$100,397	\$101,128	\$101,859	\$102,590
30	\$96,996	\$97,727	\$98,458	\$99,189	\$99,920	\$100,651	\$101,382	\$102,113	\$102,844	\$103,575	\$104,306
31	\$98,882	\$99,613	\$100,344	\$101,075	\$101,806	\$102,537	\$103,268	\$103,999	\$104,730	\$105,461	\$106,192
32	\$100,767	\$101,498	\$102,229	\$102,960	\$103,691	\$104,422	\$105,153	\$105,884	\$106,615	\$107,346	\$108,077
33	\$102,653	\$103,384	\$104,115	\$104,846	\$105,577	\$106,308	\$107,039	\$107,770	\$108,501	\$109,232	\$109,963
34	\$104,539	\$105,270	\$106,001	\$106,732	\$107,463	\$108,194	\$108,925	\$109,656	\$110,387	\$111,118	\$111,849
35	\$106,424	\$107,155	\$107,886	\$108,617	\$109,348	\$110,079	\$110,810	\$111,541	\$112,272	\$113,003	\$113,734
36	\$108,479	\$109,210	\$109,941	\$110,672	\$111,403	\$112,134	\$112,865	\$113,596	\$114,327	\$115,058	\$115,789
37	\$110,534	\$111,265	\$111,996	\$112,727	\$113,458	\$114,189	\$114,920	\$115,651	\$116,382	\$117,113	\$117,844
38	\$112,590	\$113,321	\$114,052	\$114,783	\$115,514	\$116,245	\$116,976	\$117,707	\$118,438	\$119,169	\$119,900
39	\$114,645	\$115,376	\$116,107	\$116,838	\$117,569	\$118,300	\$119,031	\$119,762	\$120,493	\$121,224	\$121,955
40	\$116,700	\$117,431	\$118,162	\$118,893	\$119,624	\$120,355	\$121,086	\$121,817	\$122,548	\$123,279	\$124,010

COLA Adjustments Summary

2019-2025 CBA Rates	25-26	26-27`	27-28																																								
Extracurricular Discretionary Fund <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <thead> <tr> <th></th> <th style="text-align: center;">2016-19</th> <th style="text-align: center;">2019-22</th> <th style="text-align: center;">2022-25</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">IHS</td> <td style="text-align: center;">\$5,000</td> <td style="text-align: center;">\$5,100</td> <td style="text-align: center;">\$5,202</td> </tr> <tr> <td style="text-align: center;">LACS and each Middle School</td> <td style="text-align: center;">\$2,500</td> <td style="text-align: center;">\$2,550</td> <td style="text-align: center;">\$2,601</td> </tr> </tbody> </table>		2016-19	2019-22	2022-25	IHS	\$5,000	\$5,100	\$5,202	LACS and each Middle School	\$2,500	\$2,550	\$2,601	2025-2026 \$5,306 \$2,653	2026-2027 \$5,412 \$2,706	2027-2028 \$5,520 \$2,760																												
	2016-19	2019-22	2022-25																																								
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<table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <thead> <tr> <th></th> <th style="text-align: center;">Position-Release</th> <th style="text-align: center;">2018-19</th> <th style="text-align: center;">2019-22</th> <th style="text-align: center;">2022-25</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Dramatics (Middle School age Play)-LACS</td> <td style="text-align: center;">Director</td> <td style="text-align: center;">\$2,556</td> <td style="text-align: center;">\$2,607</td> <td style="text-align: center;">\$2,659</td> </tr> <tr> <td style="text-align: center;">Dramatics (High School age Play)-LACS</td> <td style="text-align: center;">Director</td> <td style="text-align: center;">\$2,556</td> <td style="text-align: center;">\$2,607</td> <td style="text-align: center;">\$2,659</td> </tr> <tr> <td style="text-align: center;">Dramatics (Musical)-IHS</td> <td style="text-align: center;">Director-the equivalent of 1 release period for 1 semester</td> <td style="text-align: center;">\$4,162</td> <td style="text-align: center;">\$4,245</td> <td style="text-align: center;">\$4,330</td> </tr> <tr> <td style="text-align: center;">Dramatics (Play)-IHS</td> <td style="text-align: center;">Director-the equivalent of 1 release period for 1 semester</td> <td style="text-align: center;">\$4,162</td> <td style="text-align: center;">\$4,245</td> <td style="text-align: center;">\$4,330</td> </tr> <tr> <td style="text-align: center;">Dramatics (Musical)-Middle Schools (each)</td> <td style="text-align: center;">Director</td> <td style="text-align: center;">\$2,601</td> <td style="text-align: center;">\$2,653</td> <td style="text-align: center;">\$2,706</td> </tr> <tr> <td style="text-align: center;">Dramatics (Play)-Middle Schools (each)</td> <td style="text-align: center;">Director</td> <td style="text-align: center;">\$2,601</td> <td style="text-align: center;">\$2,653</td> <td style="text-align: center;">\$2,706</td> </tr> <tr> <td style="text-align: center;">Dramatics (Variety/Talent Show)-Middle Schools (each)</td> <td style="text-align: center;">Director</td> <td style="text-align: center;">\$1,561</td> <td style="text-align: center;">\$1,546</td> <td style="text-align: center;">\$1,577</td> </tr> </tbody> </table>		Position-Release	2018-19	2019-22	2022-25	Dramatics (Middle School age Play)-LACS	Director	\$2,556	\$2,607	\$2,659	Dramatics (High School age Play)-LACS	Director	\$2,556	\$2,607	\$2,659	Dramatics (Musical)-IHS	Director-the equivalent of 1 release period for 1 semester	\$4,162	\$4,245	\$4,330	Dramatics (Play)-IHS	Director-the equivalent of 1 release period for 1 semester	\$4,162	\$4,245	\$4,330	Dramatics (Musical)-Middle Schools (each)	Director	\$2,601	\$2,653	\$2,706	Dramatics (Play)-Middle Schools (each)	Director	\$2,601	\$2,653	\$2,706	Dramatics (Variety/Talent Show)-Middle Schools (each)	Director	\$1,561	\$1,546	\$1,577	\$2,712 \$2,712 \$4,417 \$4,417 \$2,760 \$2,760 \$1,609	\$2,766 \$2,766 \$4,505 \$4,505 \$2,815 \$2,815 \$1,641	\$2,822 \$2,822 \$4,595 \$4,595 \$2,929 \$2,929 \$1,674
	Position-Release	2018-19	2019-22	2022-25																																							
Dramatics (Middle School age Play)-LACS	Director	\$2,556	\$2,607	\$2,659																																							
Dramatics (High School age Play)-LACS	Director	\$2,556	\$2,607	\$2,659																																							
Dramatics (Musical)-IHS	Director-the equivalent of 1 release period for 1 semester	\$4,162	\$4,245	\$4,330																																							
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Dramatics (Musical)-Middle Schools (each)	Director	\$2,601	\$2,653	\$2,706																																							
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Newspaper-IHS	Advisor-1 release period in place of a class for a full year	\$1,608	\$1,640	\$1,673																																							
Yearbook-LACS	Advisor-0.5* release periods in place of a class	\$965	\$984	\$1,004																																							
Yearbook-IHS	Advisor-1.5** release periods in place of a class	\$2,059	\$2,100	\$2,142																																							
Yearbook-Middle Schools (each)	Advisor	\$965	\$984	\$1,004																																							
Link Crew	Coordinator-1 release period in place of a class for a full year	\$5,202	\$5,306	\$5,412																																							
Extracurricular Arts – coaching positions and stipends- hourly rate and allocations (a) Hourly Rates <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <thead> <tr> <th style="text-align: center;">2018-19</th> <th style="text-align: center;">2019-22</th> <th style="text-align: center;">2022-25</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">\$26.67</td> <td style="text-align: center;">\$27.20</td> <td style="text-align: center;">\$27.74</td> </tr> </tbody> </table>	2018-19	2019-22	2022-25	\$26.67	\$27.20	\$27.74	\$28.30	\$28.86	\$29.44																																		
2018-19	2019-22	2022-25																																									
\$26.67	\$27.20	\$27.74																																									
25.H- Club Advisors	\$525	\$541	\$557																																								
DLs with 5+ members and Curriculum Heads- \$2,362	\$2,409	\$2,457	\$2,507																																								
DLs with 4 or fewer members- \$2,696	\$2,750	\$2,805	\$2,861																																								
DLs for grades 6-12- \$4,250	\$4,335	\$4,422	\$4,510																																								
Coordinators/Directors- \$6,138	\$6,261	\$6,386	\$6,514																																								

Workshop Attendee (outside of contract time)- \$44.80	\$45.70	\$46.61	\$47.54
Workshop Instructor- \$105	\$107	\$109	\$111
Steps for Coaches: 1: \$27,670 2: \$28,714 3: \$29,172 4: \$30,796 5: \$31,839	1: \$28,223 2: \$29,288 3: \$29,755 4: \$31,412 5: \$32,476	1: 28,788 2: 29,874 3: 30,351 4: 32,040 5: 33,125	1: 29,364 2: 30,472 3: 30,958 4: 32,681 5: 33,788
25.G.9: Facilities Manager Stipend \$1,000	\$1,020	\$1,040	\$1,061
25.G.10: Athletics Compliance Officer: \$5,412	\$5,520	\$5,631	\$5,743

Ratification

All terms and conditions of the collective bargaining agreement between the District and the Association are in full force and effect.

This Agreement may not be amended or modified orally; it can only be amended or modified by a written agreement signed by authorized representatives of both parties.

In WITNESS THEREOF, the parties hereto have executed this Agreement on the day and year signed.

**ITHACA CITY SCHOOL
DISTRICT:**



Dated: 12/28/25

ITHACA TEACHERS ASSOCIATION



Dated: 11/25/25