

AGREEMENT

Between The

SUPERINTENDENT OF SCHOOLS

Of The

**ITHACA CITY SCHOOL
DISTRICT**

And The

**ITHACA SUBSTITUTES
ASSOCIATION**

July 1, 2024 through June 30, 2026

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ARTICLE I – RECOGNITION

Pursuant to the Order of the New York Public Employment Relations Board in Case No. C-5730, the Ithaca City School District (the “District”) recognizes the Ithaca Substitutes Association, NYSUT, AFT, NEA, AFL-CIO (“ISA” or the “Association”) as the certified representative of all per diem substitute teachers, Extended Assignment Substitutes (EAS), Float Extended Substitutes, Classroom Collaboration Substitutes, mentor substitutes, and trainer substitutes who receive from the District and return to the District with an affirmative response a written assurance of continued employment in conformity with Civil Service Law Section 201.7(d) for the duration of the period covered by such assurance, subject to dismissal or resignation. In addition, the bargaining unit will include per diem substitute teachers who work for the District at least one (1) day during the current school year, subject to dismissal or resignation. Excluded from the bargaining unit are all substitutes who receive from the District an appointment as a substitute teacher for a period of ninety (90) days or more and all other District employees. Such appointments (for 90 or more days) are deemed to be Long Term Substitutes and are represented by the Ithaca Teachers Association.

ARTICLE II – DEFINITIONS

- A. Per-diem Substitute: Any substitute teacher paid on a per-diem basis to replace an absent teacher or to temporarily fill a teaching position for which no teacher has been appointed.
- B. Extended Substitute: Any substitute teacher paid on a per-diem basis to assume the full responsibilities of an absent educator (teacher, teaching assistant or teaching aide) or temporarily fill an educator position for which no educator has been appointed who has worked ten (10) or more consecutive days in the same assignment.
- C. Mentor Substitute: A substitute teacher who is assigned to assist other substitutes with job-related issues; the mentor substitute could be requested by another substitute teacher, the Association, building administration, or the District; but all such requests must be approved by the Director of Human Resources or designee. The Association shall provide the District with a list of approved substitute mentors on a yearly basis. If the District wants to use a mentor not on the Association’s list, the District will discuss and mutually agree to the mentor with the Association President.

Mentor substitutes will work with the substitute teacher to develop a course of action which would help address each job-related issue that served as a basis for requesting the mentor substitute’s assistance. Such course of action could include, but, is not limited to, professional development opportunities, Employee Assistance counseling, or requesting leaves of absence with approval from the District, and will be paid the per diem rate for work performed within the contractual work day or an hourly rate for work performed outside of the contractual day.
- D. Trainer Substitute: A substitute teacher assigned to prepare and present training workshops to new and continuing substitute teachers, as approved by the District. Substitute trainers will work on an as-needed basis and will be paid the per diem rate for work performed within the contractual work day or an hourly rate for work performed outside of the contractual day.
- E. Float Extended Substitutes: Any substitute teacher that is assigned to a single building, for daily assignments, for some portion of the school year as designated by the building principal.
- F. Classroom Collaboration Substitutes (CCS): In the event that the Superintendent or state emergency declares a health emergency to exist within the District, then the District may hire a substitute that shall be hired for the school year (or a portion thereof) and would typically substitute four (4) days per week in-person or remotely, CCS shall be assigned to a remote

teacher and shall assist the teacher with management of the classroom as well as support students' educational and emotional needs.

ARTICLE III – MANAGEMENT RIGHTS

- A. Any and all rights, powers, authority, and prerogatives that the Board of Education and the Superintendent of the District had prior to entering into this Agreement are retained by the Board of Education and/or Superintendent, except to the extent that those rights, powers, authority, and prerogatives are expressly and specifically limited by the provisions of this Agreement or by applicable State or Federal law. The rights, power, authority, and prerogatives of the Board of Education and the Superintendent include, but are not limited to:
- ◆ The operation and management of the schools and school programs;
 - ◆ The hiring, assignment, discipline, and discharge of substitutes;
 - ◆ The determination of the qualifications of substitutes;
 - ◆ The determination as to continued use of a substitute; and
 - ◆ The method of selection and assignment of substitutes.
- B. The failure to enumerate in this Article, or the failure to exercise, any retained rights, powers, authority, and prerogatives of the Board of Education and/or Superintendent shall not be construed as a waiver of, or limitation on, any such rights, powers, authority, or prerogatives.

ARTICLE IV – DUES DEDUCTION

The District agrees to deduct from the salaries of the bargaining unit members (as provided by the union to the district) dues at a fixed daily rate multiplied by the number of days paid in the pay period (one-half [1/2] deduction for one-half [1/2] day paid), subject to an annual dollar cap determined by the Association. Such dues, for the Ithaca Substitutes Association and its affiliates, shall be transmitted to the Ithaca Substitutes Association. The Association shall notify the District of the fixed daily rate and the annual dollar cap amount by August 15 of each year.

ARTICLE V – INDEMNIFICATION

The Association agrees to hold the District harmless from, and indemnify the District for, any and all claims, damages, liabilities and proceedings arising out of, or related in any way to, dues deductions.

ARTICLE VI – COMPENSATION

- A. Wage rates for 2024-25 and 2025-26.

Definitions:

Level 1:

All substitutes who have received orientation to District and training in the fundamentals of substitute teaching or documented equivalent training, or who have five (5) or more years of substituting in the District with a total of one hundred fifty (150) days or more or who have substituted in the District for one hundred fifty (150) days in fewer than five (5) years. All newly hired substitutes can work once approved but must complete SUB 101 training within thirty (30) school days of onboarding. No substitute will be eligible to be placed into an Extended Assignment until they have successfully completed the SUB 101 training.

Level 2:

Retired teachers shall qualify for Level 2. Substitutes who qualify for Level 1 and have completed one (1) training either in instructional technology or ICSD/ISA-approved training in a curriculum area in which they substitute shall qualify for Level 2 compensation without needing additional training.

Wage Rates	2024-25	2025-26
Level 1	\$116.51	\$116.51
Level 2	\$152.70	\$158.81
Extended Days 1-9		
Level 1	\$116.51	\$116.51
Level 2	\$152.70	\$158.81
Extended From Day 10 Forward		
Level 1	\$182.44	\$182.44
Level 2	\$239.15	\$248.72

** Building principal will notify the Ithaca City School District's Human Resource office on the day (or about the day) that an Extended Assignment Substitute (EAS) has worked ten (10) consecutive days in the same assignment to ensure that the EAS will receive the maximum extended Substitute teacher pay, retroactive to the first day of counting and continuing until the end of the assignment.

Float Extended Substitutes and Classroom Collaboration Substitutes (CCS) are compensated from day one the same maximum extended pay as Extended Substitutes from day ten (10) forward.

B. Substitute Commitment Rate (SCR)-

- ISA members meeting the following criterion will receive an additional three dollars (\$3.00)/day for each day worked during the following school year.
 - Level 2 Status;
 - Worked the equivalent of thirty (30) full days in the preceding school year
- To receive and/or maintain the three dollars (\$3.00) per day SCR, the member must meet the requirements set forth above each preceding year.
- All Extended Substitute Teachers may also be eligible for the SCR.

C. Retired Ithaca City School District Teachers.

Teachers who retire from the Ithaca City School District and who work as per diem substitutes for five (5) or more consecutive days in the same assignment shall be paid as outlined under "Extended from Day 10 Forward Level 2" above and retroactive to the first day worked in the assignment.

D. Hourly Wage Rate for Mentor Substitutes and Trainer Substitutes and Substitute Training Coordinators.

Substitutes who are mentoring and/or presenting workshops and/or coordinating substitute training shall be paid at an hourly rate as set forth below when working outside of the school day.

2024-25: \$38.94

2025-26: \$40.50

E. Mid-Day Assignments.

In certain cases, teacher and student schedules may not align with the regular morning and afternoon instructional and attendance sessions and may encompass portions of both sessions before and after the school's mid-day time. Such assignments thus preclude a substitute from accepting a full day assignment.

Substitutes working an assignment that includes portions of both the morning and afternoon sessions shall be paid for an entire days' work at the daily rate of pay as outlined in Article VI of the Collective Bargaining Agreement. Substitutes accepting such assignments will be available to perform educator work for the remaining portion of the day, excluding a preparation and lunch, If requested by the Building Principal.

F. Extended Assignment Substitutes Free Period.

Any EAS teacher at secondary level on assignment for less than ninety (90) days shall receive an additional free period(s), in addition to their scheduled preparation time(s), for each different class preparation, up to a maximum of two (2) additional free periods per day. For example, an EAS who is substituting for a world language teacher who has three (3) or more different preparation would receive his/her scheduled preparation period plus an additional two (2) free periods for planning and grading purposes.

In the event that an EAS' free period(s) conflict with PLC time, the EAS teacher and Department Chair/DL can mutually agree on whether the EAS has to attend the PLC or whether the EAS can work on their own planning and grading related to their EAS assignment.

If additional free periods cannot be granted by release from PLC and/or duties alone, EAS may be compensated for eligible extra period(s) via yellow timesheets at EAS hourly rate.

G. Professional Development (PD).

Every school year, substitutes are eligible to participate in and receive pay for one (1) District or TST BOCES sponsored professional development day after working thirty (30) days in the District within a school year. Substitutes are eligible to earn an additional professional development day after working forty-five (45) days in the District within a school year. The days worked do not need to be consecutive. Substitutes will have until the end of the following school year/fiscal year (June 30th) to redeem earned professional development days. The professional development pay rate is equivalent to the daily rate when the professional development was earned and not when the professional development was attended and claimed. Claims may be submitted on PINK sheets with PD workshops of 3 hours or less counting as a half day, PD workshops of 3.25 hours or more counting as a full day. Substitute teachers shall be entitled to paid Professional Development days on all District Conference Days. Substitutes shall use "PINK sheets" and submit them to the District for compensation. Compensation shall be made within thirty (30) calendar days.

H. New York State Certification Reimbursement. The District will reimburse unit members for fifty percent (50%) of tuition and tuition costs, at the SUNY New York State resident tuition rate, for up to six (6) credits of undergraduate or graduate coursework per semester taken at accredited institutions recognized by the New York State Education Department that leads to teacher certification. Reimbursement will be within thirty (30) calendar days of submission of documents pursuant to subsection (e) of this Agreement. The District and Association reserve the right to reopen this provision to create a higher level of benefit upon mutual agreement without further ratification.

1. In order to qualify for this benefit, the following criteria must be met:

- a. The unit member must be approved by the Board of Education as a per diem, extended, mentor, trainer, Float Extended Substitute or Classroom Collaboration Substitute Teacher for the school year they are seeking tuition reimbursement;
- b. The unit member must complete Level 1 substitute training;
- c. The unit member must be enrolled in an approved NYS Education Department accredited institution that leads to NYS Teacher Certification. The unit member must provide the District with written proof of enrollment into a NYS Education Department accredited institution and program that leads to NYS teacher certification prior to seeking and receiving reimbursement. The District shall inform the unit member at least three (3) weeks prior to the start of the semester of class(es) if they agree that the institution or program meets the criteria above and will not reject reimbursement.
- d. In order to receive reimbursement, the unit member must provide the District with a copy of the bill/invoice, credit card receipt/statement showing payment and written proof of completion of the course(s).
- e. The unit member must achieve a grade of B or better (which includes B-, B, or B+).
- f. For each block of six (6) or twelve (12) credit hours that the unit member is reimbursed by the District, the unit member agrees to provide non-certified or per diem substituting service to the District as follows:

Employment Qualifications	Eligible Tuition Reimbursement	Service Requirement to District
Semester #1: 45 days *	6 credit hours per semester	Forty-five (45) school days
Semester #2: 45 days *	6 credit hours per semester	Forty-five (45) school days
<ul style="list-style-type: none"> Semester #1: July 1st to January 15th * Semester #2: January 16th to June 30th 		

2. NYS Teacher Certification Reimbursement shall be funded as follows:

- a. July 1st, 2024 – June 30th, 2026 – up to seven (7) applicants per school year.

I. Fingerprint Reimbursement.

The District will provide prepayment or reimbursement of NYS Fingerprint Clearance to potential substitutes covered by the Association's recognition clause.

J. Flu/Influenza Vaccines.

Each year the District determines whether it will offer flu shots to District bargaining unit employees. The District will retain this discretion. In addition, the District, if it elects to offer flu shots in a given year, will retain its discretion to determine procedures, methods, and costs, including, but not limited to: time, place and procedures for administration; District subsidy of cost; and available quantity of vaccine.

In any year in which the District offers flu shots to other District bargaining unit(s)/employees, they will be offered to ISA members on the same terms and conditions.

K. Float Extended Substitute Teachers Paid Leave.

A Float Extended Substitute (FES) who agrees to work five (5) days per week shall be eligible for paid leave days. The following conditions shall apply:

- i. Accrue .5 day per month;
- ii. Accruals begin on the 15th of each month (September-June);
- iii. Maximum accrual of five (5) days per school year;

At the end of the school year, up to two (2) days of unused accrued time may be rolled over to the next school year if FES continues in that role.

ARTICLE VII – CALL-IN PAY

A. Release From Original Assignment.

If an assignment accepted by a substitute is cancelled twelve (12) hours or less before the assignment is due to start, the substitute shall be paid for the assignment.

If a per diem substitute is called-in to work by the District (or on the District's behalf by the BOCES Service) but the District or building administrator determines the per diem substitute is not needed in that assignment, said substitute shall be offered a separate, equal length (1/2 day or full day) assignment in the building. A per diem substitute who is offered other work but elects not to stay will receive no pay, provided the work offered is work that teachers perform. If the determination that the per diem substitute is not needed is made by the District/Administration after the mid-point of the workday, the per diem substitute shall be paid for a full day and may be assigned other work by an administrator for the remainder of the workday. If the other work offered is work that teachers perform, but the per diem substitute elects not to stay at work through the end of the workday, the District shall not be obligated to provide pay for the remainder of the day.

B. Emergency Closing.

When schools are closed due to weather emergency or other emergency, the District will have no obligation to pay a per diem substitute who has been called in to work, provided that notice of the closing was available through usual local media outlets before the per diem substitute's regular

report-in-time. If the notice of closing due to weather emergency or other emergency is given after the per diem substitute's regular report-in-time but before the mid-point of the workday, the per diem substitute will be paid for one-half (1/2) day. If the notice is given after the mid-point of the workday, the per diem substitute will be paid for the full day.

When schools are closed due to weather emergency or other emergency, the District will permit a substitute who had been scheduled to work that day to take one (1) day of paid professional development in a District or TST BOCES sponsored course. Substitutes will have until the end of the following school year/fiscal year (June 30th) to redeem earned professional development days. The professional development pay rate is equivalent to the daily rate when the professional development was earned and not when the professional development was attended and claimed. Claims may be submitted on PINK sheets with PD workshops of 3 hours or less counting as half a day, PD workshops of 3.25 hours or more counting as a full day.

ARTICLE VIII – NEW HIRE INFORMATION

The Human Resources Office of the Ithaca City School District will distribute the Ithaca Substitutes Association "New Hire packet" to substitute teachers upon hire.

The packet will include the following:

1. A cover letter from the Executive Committee of the Ithaca Substitutes Association;
2. A copy of the current ISA Contract,

ARTICLE IX – PAYROLL

Paychecks will detail dates worked for which compensation is received.

ARTICLE X – WORKDAY

- A. The normal workday for a per diem substitute shall be the workday for teachers in the building to which the per diem substitute is assigned. In certain cases (e.g., "zero" period), the particular assignment that the per diem substitute is covering will dictate the workday.
- B. Effective after ratification, if a substitute teacher's assignment is for a teacher who is receiving additional remuneration from the District due to increased workload and/or extension of work hours, said substitute teacher's daily rate shall reflect the same proportionate percentage increase, but only if the substitute teacher does, in fact, perform the increased workload and/or extension of work hours. Substitute will fill out the appropriate timesheet for the additional work.

ARTICLE XI – WORKLOAD

- A. Bargaining unit members shall perform those duties of the teacher for whom the bargaining unit member is substituting.
- B. Bargaining unit members shall perform additional teacher duties that do not conflict with her/his assigned lunch period or the planning time of the teacher for whom she/he is substituting.
- C. Per diem substitute teachers may have their lunch and/or prep periods shifted in order to fulfill needs for coverage of duties in the building. If such shifting results in an increase of their workload above 1.0 Full Time Equivalent (FTE), the substitute teacher may be compensated accordingly via a yellow timesheet.

ARTICLE XII – ASSOCIATION RIGHTS

A. Release Time.

The Ithaca Substitutes Association shall be permitted a total of twenty-five (25) paid days per year for Officers to attend to Association business.

B. Office Space.

The District will provide the Association, at no cost to the Association, office space with a desk and file cabinet.

C. Parking Space.

A parking space shall be available at the Union Office for the President/designee.

D. Association Mailboxes.

An Ithaca Substitutes Association mailbox shall be provided at every school.

E. Bulletin Boards.

Bulletin board space shall be made available in the staff lounge in each school for Association use.

F. Association's Use of Buildings.

The Association will have the right to use school buildings without cost for its Association meetings and other Association business, provided that such use is not during the instructional day and/or does not conflict with school or previously scheduled events. The proper application for use of buildings for Association meetings will be timely filed.

G. Access to Data.

The District will send an electronic list of all members paying dues in a given pay period to a bargaining unit member designated by the Ithaca Substitutes Association. Further, the District will provide contact information for any new members at the request of the Ithaca Substitutes Association.

H. Copies of the Agreement.

Copies of this Agreement will be printed at the joint expense of the Board of Education and the Association and a copy shall be given to each new substitute teacher by the District at time of hire or upon completion of initial payroll forms. Also, the Agreement shall be posted on the ICSD website.

ARTICLE XIII – PERSONNEL FILES

- A.** A bargaining unit member shall have access to her/his personnel file within five (5) business days of submitting a request to the Human Resources Department and may duplicate any written material concerning her/his classroom performance and other evaluative documents.

- B. To access her/his personnel file, the bargaining unit member will schedule an appointment with the Office of Human Resources. A representative of the Office of Human Resources will remain with the file and be in control of the documents therein at all times. The bargaining unit member may elect to be accompanied by an Association representative during this meeting.
1. If the bargaining unit member desires a copy of one (1) or more of the documents within her/his personnel file, she/he shall request same from the representative of Human Resources who shall provide the bargaining unit member said copies within five (5) business days.
 2. No material derogatory of performance will be placed in a bargaining unit member's personnel file until a copy of same has been delivered to the Association and member and the member has had an opportunity to sign, signifying receipt thereof. The member's signature shall not be construed to be an agreement of the veracity of the information provided in said material.
 - a. The employee has up to twenty (20) calendar days to provide a written response to the material. Any written response will be attached to the evaluation document(s).

ARTICLE XIV – QUALITY IMPROVEMENT

- A. Referral of Substitutes to Mentor Substitutes.

In cases where a substitute is experiencing performance issues, the teacher or the building leader will refer him/her to one of the mentor substitutes. Examples of performance issues shall include problems with pedagogy, classroom management, following lesson plans, adherence to school policy.

1. First Instance.

The mentor substitute will work with the substitute to develop a remediation plan, which may include observation/shadowing during an assignment. A record of the action will be kept by the mentor substitute.

2. Second Instance.

If the substitute receives a second referral within a twelve (12) month period, the mentor substitute will shadow the substitute and meet with them to reflect on their day. A record of the action will be kept by the mentor substitute.

3. Third Instance.

If the substitute receives a third referral within twelve (12) months of the second instance, the issue will be referred to Human Resources for further action, including additional training, discipline, or dismissal according to the procedures set forth in Article XVI.

This section shall not be construed to limit the management rights.

ARTICLE XV – NOTICE OF REMOVAL

- A. The SubFinder system, or any system used by the District to assign substitutes to positions, may only restrict substitutes from the building or District lists upon notice from Human Resources. A

copy of this notice will be supplied to the Association President or their designee.

- B. Only the District can remove a bargaining unit member from its approved list of substitutes, whether on a building specific or District-wide basis or from Subfinder or any other method used to arrange for substitute work. In the event of a complaint or an issue raised regarding a substitute, the substitute and ISA President or her/his designee will receive notification from the District Office of Human Resources of removal of the substitute and the need for a meeting to discuss the complaint/issue. After an investigation of the complaint/issue is completed, a meeting will be held with the District's Assistant Superintendent for Human Resources. The bargaining unit member will be notified in writing by the District's Assistant Superintendent for Human Resources, or her/his designee, of the removal and the reason for the removal. This notice provision is intended to facilitate the removed substitute's understanding of the reason for removal and is not intended to limit the District's discretion to remove a bargaining unit member from its approved substitute list.

The District retains the right to place the substitute on paid administrative leave pending the outcome of the investigation. The substitute teacher will, be compensated at a daily rate to be calculated as follows: The average number of days worked by the substitute for assignments occurring with the thirty (30) work days prior to the removal of said substitute teacher.

- C. A bargaining unit member with concerns about a change in the frequency with which she/he is being called to substitute in a particular school or schools may raise these concerns, through the Association, in a Labor Management meeting. This provision is also intended to facilitate understanding by the bargaining unit member.

ARTICLE XVI – ANTI-DISCRIMINATION

The District prohibits discrimination against bargaining unit members based on characteristics protected by local, state, and federal law, including race, sex, color, religion, national origin, disability, age, marital status, sexual orientation, and veteran's status. Further, the District prohibits discrimination against bargaining unit members based on membership in, or association with, the Ithaca Substitutes Association.

ARTICLE XVII – LABOR MANAGEMENT MEETINGS

Representatives appointed by the Ithaca Substitutes Association and representatives of the Superintendent shall meet once a month to review and discuss current issues related to employment and instruction and engage in problem solving.

ARTICLE XVIII – GRIEVANCE PROCEDURE

- A. Definitions.
1. **Grievance** – A grievance is a claim by any bargaining unit member or group of bargaining unit members based upon any event or condition affecting their terms and conditions of employment, including but not limited to any claimed violation, misinterpretation, misapplication or inequitable application of law, rules or regulations having the force of law, this Agreement, policies, rules, by-laws, regulations, directions, orders, work rules, procedures, practices or customs of the District.
 2. **Aggrieved Party** – The term “aggrieved party” shall mean any bargaining unit member or group of bargaining unit members and/or the Ithaca Substitutes Association.

3. **District** – District shall mean the Ithaca City School District.
4. **Ithaca Substitutes Association** – The term “Ithaca Substitutes Association” shall mean the organization certified by the Public Employment Relations Board to be the bargaining and representative agent of substitute teachers in the Ithaca City School District.
5. “Appropriate District Administrator” shall mean the administrator in charge of the building where the grievance originated.

B. Process.

1. Informal – Level 1

Within ten (10) school days after the aggrieved party knew or should have known of the act or occurrence giving rise to the grievance, the aggrieved party will initiate an informal, written grievance (Appendix A) with the appropriate District administrator.

2. Office of Human Resources – Level 2

If resolution of the grievance through informal discussion under Subsection 1 immediately above is not achieved within ten (10) school days of the presentation of the grievance, the aggrieved party may submit a formal written grievance to the District’s Assistant Superintendent for Human Resources, or her/his designee, within ten (10) school days of the last date for resolution at Level 1. The Assistant Superintendent for Human Resources or her/his designee will review the grievance, conduct a meeting with the aggrieved party and the Association, if she/he or the Association deems such a meeting appropriate, and render a written decision to the aggrieved party and the Association not later than ten (10) school days after receipt of the formal grievance.

3. Superintendent – Level 3

If the aggrieved party is not satisfied with the Level 2 decision, she/he may, within ten (10) school days of the receipt of the Level 2 decision, initiate an appeal in writing to the Superintendent of Schools. The Superintendent of Schools shall review the matter, conduct a hearing, if deemed appropriate by either the Superintendent or the Association, and render a written decision to the aggrieved party and the Ithaca Substitutes Association not later than twenty (20) school days from the date of receipt of the written appeal.

4. Impartial Hearing Officer/Panel– Level 4

If the aggrieved party and the Ithaca Substitutes Association’s Grievance Committee are not satisfied with the decision at Level 3 and the party has worked for the District for at least one hundred fifty (150) days over the previous five (5) or more years, the District and the Association will, within twenty (20) school days, secure a mutually acceptable community member to hear the matter within twenty (20) school days, who will provide a written, non-binding recommendation for a fair and just resolution within twenty (20) school days.

C. Time Limits.

The parties may, by written agreement, extend the time limits set forth in this Article.

D. Representation.

A representative of the Association will be present at all Levels of the grievance procedure.

ARTICLE XIX – IDENTIFICATION BADGES

Photo identification badges, marked “ICSD Teacher”, will be provided to substitutes upon hire.

ARTICLE XX – PROFESSIONAL RESOURCES

- A. Substitutes will have access to technology needed to carry out their duties including e-mail, classroom computers and classroom technology. Substitutes will also be provided with keys to classrooms and rest rooms.
- B. The District will assist the Association in facilitating, at no cost to the District, access to the Cornell library system to the same extent enjoyed by the members of the Ithaca Teachers Association (ITA).

ARTICLE XXI – SECURITY

In order to ensure that substitutes can effectively participate in school security plans, the Ithaca Substitutes Association will be invited to nominate a member to sit in on any District Safety Committee.

ARTICLE XXII – TERM OF AGREEMENT

- A. This Agreement shall take effect on the date that it has been ratified by both parties and it shall continue in full force and effect until midnight on June 30, 2026.
- B. Legal Statement.

TAYLOR LAW SECTION 204-a AGREEMENTS BETWEEN EMPLOYERS AND EMPLOYEE ORGANIZATIONS.

“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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.”


- C. Notice to Commence Negotiations.

Notice of intent to negotiate changes to this Agreement to be effective following June 30, 2026 shall be in writing to the other Party at least sixty (60) calendar days prior to the June 30, 2026 expiration date.

- D. Severability.

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

FOR THE DISTRICT

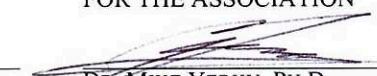


DR. LUVELLE BROWN, ED. D.
Superintendent of Schools
Ithaca City School District



Date

FOR THE ASSOCIATION



DR. MIKE YERKY, PH.D.
Association President
Ithaca Substitutes Association



Date

APPENDIX A – ITHACA SUBSTITUTES ASSOCIATION GRIEVANCE FORM

GRIEVANCE FORM

LEVEL 1 LEVEL 2 LEVEL 3 LEVEL 4 (CIRCLE ONE)

Aggrieved Party _____

Date of Alleged Grievance _____

Nature of Alleged Violation _____

Contract Provision(s) Allegedly Violated _____

Requested Remedy _____

Aggrieved's Signature

Date

Typed And Printed By . . .



SOUTHERN TIER —ELMIRA REGIONAL OFFICE

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