

AGREEMENT

Between The

SUPERINTENDENT OF SCHOOLS

Of The

**ITHACA CITY
SCHOOL DISTRICT**

And The

**ITHACA SUBSTITUTES'
ASSOCIATION**

July 1, 2017 through June 30, 2018

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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 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 for a period of a semester or more and all other District employees.

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 replace an absent teacher or temporarily fill a teaching position for which no teacher has been appointed who has worked more than ten (10) days in the same assignment.
- C. Mentor Substitute: A substitute teacher assigned annually to assist other substitutes with job-related issues, as requested by a substitute, the Substitutes' Association or by the District. Mentor substitutes will work on an as-needed basis, 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.

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 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 - AGENCY SHOP FEE

The Ithaca City School District shall deduct from the salary of employees in the bargaining unit who are not members of the Ithaca Substitutes' Association the amount equivalent to the dues levied by the Ithaca Substitutes' Association and shall promptly transmit the funds so deducted to the Ithaca Substitutes' Association, in accordance with Civil Service Law. This provision for agency shop fee deduction shall continue in effect so long as the Ithaca Substitutes' Association maintains such a procedure.

ARTICLE VI - 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 or agency fee deductions.

ARTICLE VII - COMPENSATION

A. Wage rates for 2017-2018

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 current substitutes can continue to work, but must complete the requirements as outlined above by January 1, 2017. All newly hired substitutes can work once approved, but must complete SUB 101 training within forty (40) school days of Board of Education approval.

Level 2:

Retired teachers shall qualify for Level 2. Substitutes who qualify for Level 1 and have completed one 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:

<u>Level</u>	<u>2017-18</u>
Level 1	\$114.74
Level 2	\$119.36
Extended Days 1-10	
Level 1	\$114.74
Level 2	\$119.36
Extended From Day 11 Forward	
Level 1	\$179.68
Level 2	\$186.92

Effective July 1, 2015, upon verification made by the Building Principal to the Ithaca City School District's Human Resource office that a substitute teacher has been asked and has agreed to assume the full responsibilities* of the classroom teacher, the substitute teacher will receive the maximum extended substitute teacher pay as outlined in the Collective Bargaining Agreement (see rate for "Extended From Day 11 Forward") above retroactive to the first day the substitute assumes the classroom teacher's schedule and responsibilities.

*Full responsibilities include writing lesson plans, grading papers.

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 one hundred seventy seven dollars and eighty-nine cents (\$177.89) per day retroactive to the first day worked in the assignment in 2014-2015. In subsequent years, the rates shall be as outlined under "Extended From Day 11 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 of thirty dollars and ninety cents (\$30.90) per hour when working outside of the school day. Substitutes who are mentoring and/or presenting or preparing workshop activities during the school day will be paid the daily rate in accordance with the wage provisions above.

E. Wage Rate for Professional Development for Extended Substitutes

Extended substitutes participating in District-approved mandated training during the school day or on a PLC Day will be paid the daily rate or, in the event the training is a portion of the day or outside of the school day, the prorated daily rate. Substitutes attending before or after school staff meetings, parent conferences and/or professional development will be paid the prorated daily rate for the hours (or parts of hours) for which they are in training or meetings. Proration shall be based on a six and one-half hour (6.5) hour day.

F. Wage Rate for Professional Development for Level 1 and Level 2

Substitutes participating in District-approved mandated substitute orientation and fundamentals of substitute teaching to attain Level 1 status will be paid the Level 1 daily rate if training during the school day, or, in the event the training is a portion of the day, the prorated daily rate. Should training occur outside of the school day, compensation shall be at the Level 1 daily rate, prorated for the hours (or parts of hours) for which they are in training. Proration shall be based on a six and one-half hour (6.5) hour day.

Substitutes participating in ICSD/ISA-approved training to attain Level 2 status will be paid the Level 2 daily rate if training during the school day, or, in the event the training is a portion of the day, the prorated daily rate. Should training occur outside of the school day, compensation shall be at the Level 2 daily rate, prorated for the hours (or parts of hours) for which they are training. Proration shall be based on a six and one-half hour (6.5) hour day.

ICSD/ISA-approved training to attain Level 2 status need occur only once to retain Level 2 status.

Level 1 substitutes who take additional approved training in instructional technology or in a curriculum area shall be compensated at the Level 2 daily rate, prorated as described above.

- G. Substitutes are eligible to participate in and receive pay for one District sponsored professional development day after working thirty (30) days in the District within a 12 month period, and another professional development day after working forty-five (45) days in a 12 month period in the District. Days worked do not need to be consecutive.

ARTICLE VIII - CALL-IN PAY

A. Release From Original Assignment

If a per diem substitute is erroneously called-in to work by the District (or on the District's behalf by the BOCES Service) but the District determines the per diem substitute is not needed in that assignment and is released from that assignment, such per diem substitute shall be paid for one-half (1/2) day and may be assigned other work by an administrator for that one-half (1/2) day. 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 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.

If an assignment accepted by a substitute is cancelled twenty-four (24) hours or less before the assignment is due to start, the substitute shall accept the next job offered or be paid for the day if no work is available. If the substitute declines the next job offered, he/she may appeal to the Human Resource Officer and explain the reason for the declination. The Human Resource Officer will approve pay for the substitute for the day if the reason for declining the position was due to lack of reasonable notice or if the job offered is outside of the usual scope of work, grade level, subject area, etc. of the substitute's regularly accepted assignments. A substitute will not be approved for pay if the substitute works in another district that 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 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 day of paid professional development in a District-approved course.

ARTICLE IX - ABSENCE DAYS FOR EXTENDED ASSIGNMENTS

- A. On the sixteenth (16th) consecutive day in the same assignment, a per diem substitute shall be considered to be on an “extended assignment” for as long as that assignment continues, and shall be permitted to take one (1) day off, without pay, per calendar month. Such absences shall not constitute a break in service for determining the substitute’s rate of pay.
1. Said unpaid day off shall be available for use by the substitute on the sixteenth (16th) consecutive day in the same assignment. Thereafter, as long as that assignment continues, the next unpaid day off without constituting a break in service for determining the substitute’s rate of pay, shall be available on the first day of the following month.
 2. During the course of a specific extended assignment, if the substitute does not utilize her/his one (1) unpaid day off per calendar month, that day shall be carried over and may be utilized as an unpaid day off in subsequent months, within that specific extended assignment, without constituting a break in service for determining the substitute’s rate of pay.
 - a. In no event shall a substitute’s carried over, unpaid days off be greater than two (2) such days. Thus, in any calendar month, the maximum amount of unpaid days off a substitute would be able to utilize without it constituting a break in service for determining the substitute’s rate of pay would be three (3); comprised of two (2) carry over days and one (1) day earned as per paragraph A.1. above.
 - b. Absence days shall not be carried over into the next school year nor the next extended assignment.

ARTICLE X - PAYROLL

Paychecks will detail dates worked for which compensation is received.

ARTICLE XI - WORKDAY

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.

ARTICLE XII - 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.

ARTICLE XIII - ASSOCIATION RIGHTS

A. Release Time

The Ithaca Substitutes' Association shall be permitted a total of ten (10) 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. Association Mailboxes

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

D. Bulletin Boards

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

E. 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.

F. Access to Data

The District will send an electronic list of all members paying dues or agency fees 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.

G. 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.

ARTICLE XIV - 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 XV - QUALITY IMPROVEMENT

A. Mentor Substitutes

The District will have sole discretion to appoint two (2) mentor substitutes for secondary schools and two (2) for elementary schools, following a process agreed to by the parties. They will offer their services to individual substitutes who have been referred to them by teachers, building leaders, or human resources and/or upon request by a substitute teacher, with approval by the District. Mentor substitutes may also recommend training courses for beginning and continuing substitutes on subjects including classroom management and District procedures.

B. 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 under Article III.

ARTICLE XVI - 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. 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.

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 XVII - 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 XVIII - 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 XIX - 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.

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 informal resolution 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 XX - IDENTIFICATION BADGES

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

ARTICLE XXI - 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 XXII- 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 XXIII - 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, 2018.
- 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, 2018 shall be in writing to the other Party at least sixty (60) calendar days prior to the June 30, 2018 expiration date.

FOR THE DISTRICT

FOR THE ASSOCIATION

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

JANE ATKIN
Association President
Ithaca Substitutes' Association

Date

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

APPENDIX B - INFLUENZA VACCINES

MEMORANDUM OF AGREEMENT

The Ithaca City School District (the "District") and the Ithaca Substitutes' Association ("ISA") have reached the following understanding concerning influenza vaccines ("flu shots").

1. 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.
2. The District and the ISA agree that in any year in which the District offers flu shots to other District bargaining unit employees, they will be offered to ISA members on the same terms and conditions.

FOR THE ISA:

FOR THE DISTRICT:

Deborah Cramton

Melina Carnicelli

June 6, 2008

June 6, 2008

APPENDIX C - MID-DAY ASSIGNMENTS

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (hereinafter the "Memorandum") is dated the 25th day of September, 2012 and is between the Superintendent of Schools of the Ithaca City School District (hereinafter the "District") and the Ithaca Substitutes' Association (hereinafter the "Association").

WHEREAS, 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 mid-day time, and

WHEREAS, substitutes accepting such assignments are thus precluded from working a full day, and

WHEREAS, the District and the Association (hereinafter the "Parties") have agreed it would be of mutual benefit to compensate substitutes covering assignments as described above for a full day's pay, and, therefore the Parties have agreed to the following terms:

1. 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 VII of the Collective Bargaining Agreement.
2. Substitutes accepting such assignments will be available to perform bargaining unit work for the remaining portion of the day, excluding a preparation and lunch period, if requested by the Building Principal.

This Memorandum constitutes the full and complete understandings of the Parties. It cannot be altered or modified except in writing and fully executed by the Parties.

FOR THE ASSOCIATION

FOR THE DISTRICT

Jane Atkin
JANE ATKIN
President
Ithaca Substitutes' Association

Luvelle Brown
DR. LUVELLE BROWN
Superintendent of Schools
Ithaca City School District

September 25, 2012
Date

September 25, 2012
Date

APPENDIX D - NEW HIRE INFORMATION

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (hereinafter the "Memorandum") is dated the 25th day of September, 2012 and is between the Superintendent of Schools of the Ithaca City School District (hereinafter the "District") and the Ithaca Substitutes' Association (hereinafter "ISA" or the "Association").

WHEREAS, the Parties have agreed to enter into a Memorandum addressing the method, frequency, amount, timing, and delivery of Association information to be distributed to new hires.

WHEREAS, the Parties have agreed to the following terms:

1. The Human Resources Office of the Ithaca City School District will distribute the Ithaca Substitutes' Association "New Hire Packet" to substitute teachers upon hire.
2. The packet will include the following:
 - A cover letter from the Executive Committee of the Ithaca Substitutes' Association
 - A NYSUT Membership Form
 - A self-addressed stamped envelope for return of the NYSUT Membership Form to the ISA
 - A copy of the current ISA Contract

This Memorandum constitutes the full and complete understandings of the Parties. It cannot be altered or modified except in writing and fully executed by the Parties.

FOR THE ASSOCIATION

FOR THE DISTRICT

Jane Atkin
JANE ATKIN
President
Ithaca Substitutes' Association

Luvelle Brown
DR. LUELLE BROWN
Superintendent of Schools
Ithaca City School District

September 25, 2012
Date

September 25, 2012
Date

Typed And Printed By . . .



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