

AGREEMENT

Between The

**SUPERINTENDENT OF SCHOOLS
OF THE**

**TRUMANSBURG CENTRAL
SCHOOL DISTRICT**

And The

**TRUMANSBURG
TEACHERS ASSOCIATION**

July 1, 2015 through June 30, 2020

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THIS AGREEMENT

Made this _____ day _____, by and between THE SUPERINTENDENT OF SCHOOLS OF TRUMANSBURG CENTRAL SCHOOL DISTRICT, hereinafter called the "Superintendent" and the TRUMANSBURG CENTRAL SCHOOL TEACHERS ASSOCIATION, hereinafter called the "Association".

WITNESSETH:

WHEREAS, the Superintendent and the Association recognize and declare that providing a quality education for the children of Trumansburg Central School District is their mutual aim, and that the character of such education depending predominately upon the quality and morale of the said parties, and

WHEREAS, the Board has a statutory obligation, pursuant to Article 14 of the Civil Service Law (Chapter 392 of the Laws of 1967, Public Employees' Fair Employment Act and subsequent revisions and changes) to negotiate with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS, it is understood between the parties hereto that non-mandated expenditures by the Superintendent, as herein agreed upon, are subject to and conditioned upon budgetary approval by residents of the District at the Annual Meeting, according to the Education Law of the State of New York, and

WHEREAS, the parties hereto have reached certain understandings which they desire to confirm in this Agreement,

NOW, THEREFORE, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I – RECOGNITION

A. Nature and Terms

The Board of Education, has determined that the Association is supported by a majority of the teachers in a unit composed of all professional, certified, teaching personnel including those positions for which professional certificates are normally required, such as, Guidance Counselors, Psychologists, Social Workers, Dean of Students, the Athletic Director, Teaching Assistants, Nurses and substitutes covering the leaves of teachers. Not covered by this Agreement are the following:

- Superintendent of Schools
- Director of Instructional Services
- Director of Pupil Personnel Services
- Business Administrator
- Building Principals
- BOCES Employees
- Supervisor of Transportation
- Supervisor of School Lunch
- Superintendent of Buildings and Grounds
- Daily (per diem) Substitutes
- Support Personnel
- Director of Technology

The Board of Education recognizes the Association as the exclusive negotiating agent for the members included in this unit. The Association will be the sole representative of the negotiating unit until a formal challenge is made and until such time as the Board agrees not to negotiate with any organization or individual other than the Association concerning any provision of this Agreement.

B. Dues Deductions

1. The Superintendent agrees to continual deduction from the salaries of the bargaining unit members in the negotiating unit of dues in the amount to be designated and calculated by the Association for each member, such deduction to remain in effect until written notice of withdrawal from the Association or bargain unit member is received.

Bargaining unit member authorizations shall be in writing to be kept on file with the Treasurer of the Association (in the office of the Association) with a duplicate copy in the District Office. Should the notification of withdrawal come directly from the bargaining unit member, both the Association President and Treasurer shall receive a copy of the notice.

2. Deductions referred to in Section B.1., shall be made in the following manner: The total annual membership dues for those designated professional associations, certified as mentioned above, shall be deducted in twenty (20) equal installments. No later than the Friday following the first payday in September, the Association shall provide the Superintendent with a list of those bargaining unit members requesting dues deduction with the total amount to be deducted in installments.
3. Additional authorizations, beyond those referred to in B.2., when accompanied by a dues deduction card of the Association, and when submitted at least two (2) weeks prior to any scheduled pay date, will be honored by the Superintendent. Deduction will be made at the same bi-weekly rate as in B.2., from the remainder of the successive salary checks.
4. The Association will calculate the amount of dues deduction for each unit member and submit the roster to the Payroll Coordinator. Dues will be deposited into the Association's account on pay dates. The Payroll Coordinator will submit a deduction report of the dues to the Association President and Treasurer on the payroll date.
5. The Association agrees to save the Board of Education and the Superintendent harmless for any and all damages and liabilities which may arise as a result of making dues deductions.

ARTICLE II – NEGOTIATION PROCEDURES

A. Scope and Time of Negotiations

1. It is contemplated that terms and conditions of employment as established in this Agreement shall remain in effect until altered by agreement in writing between the parties. Nevertheless, because of the special nature of the educational process, it is likewise recognized that matters may from time to time arise of vital mutual concern to the parties that have not been fully or adequately negotiated between them. It is in the public interest that either party may call a meeting for the discussion of such matters. The parties accordingly agree to the arranging of meetings, selecting representatives for

discussion, furnishing necessary information, and constructively considering and resolving such matters.

2. No later than February 1, 2020, the parties shall enter into negotiations for the purpose of developing a successor Agreement to this contract. Any and all mandated subjects of negotiation shall be available for both sides to bring up at that time.
3. Neither party in any negotiations shall have any control over the selection of the representatives of the other party. Each party may select its representatives from within or outside the School District. While no final agreement shall be executed without ratification by the Association and the Superintendent, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make and to consider proposals and to reach compromises in the course of negotiations. Upon reaching a complete Agreement at the bargaining table, the negotiating representatives of each party shall endeavor in good faith to recommend acceptance of the Agreement to their respective constituencies.

B. Negotiation of Matters Not Specified

This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement. Before the Superintendent adopts a change in policy which affects wages or hours not covered by the terms of this Agreement and which has not been proposed by the Association, the Superintendent will notify the Association in writing that it is considering a change. The Association will have the right to negotiate such items with the Superintendent, provided it files such a request with the Superintendent within five (5) calendar days after receipt of such notice.

ARTICLE III – SALARY AND FINANCIAL ARRANGEMENTS

A. Salary Schedule Information

1. It is recognized that due to the 1986-1989 contract negotiations, teachers may not be on the Step (letter) which corresponds to their actual years of service. All returning unit members (excluding nurses and teaching assistants) shall be advanced one (1) step on the schedule for each succeeding year of this Agreement, consistent with Board of Education Policy GCBA.

A unit member (excluding nurses and teaching assistants) who has a less than one (1) FTE appointment will receive a salary inclusive of eligible Base, Graduate Hours/approved In-Service Hours, Master's Degree, Career Increment monies on a pro-rated basis. The total of these salary sources will be multiplied by the FTE to generate this pro-rated salary.

2. Additional compensation will be given to the following for additional job time and responsibility.
 - a. Psychologist and Guidance Counselor = + 10%
 - b. Athletic Director = + 10%
 - c. Dean of Students = + 10%
 - d. Nurses = + 10%

This additional percentage will be applied to the sum of the:

- Base Salary
- Graduate Hours/approved In-Service Hours
- Master's Degree
- Career Increment

The workday for employees receiving additional compensation will be between the hours of 7:45 a.m. and 4:00 p.m.

3. Additional compensation will be given to the Psychologists, Guidance Counselors, Dean of Students, Athletic Director and Nurses for up to twenty (20) days of approved work performed from the close of school in June until the opening of school in September. The daily rate of pay will equal one two-hundredths (1/200) of the sum of the:

- Base Salary
- Graduate Hours/approved In-Service Hours
- Master's Degree
- Career Increment
- Additional Compensation (See A.2.)

4. Each returning bargaining unit member shall receive an individual statement indicating salary, years of experience, years in the District, step, and hours beyond Bachelors, no later than November 1 of the school year.

Information requested above, plus extra-curricular and co-curricular lists and compensation for newly earned credit hours and/or a degree will be available to the Association President upon request.

5. During a period of unpaid leave an employee (excluding nurses and teaching assistants) retains his/her salary step and any other inherent contract rights, but does not accumulate any additional rights during the period of leave. In order to be eligible for one (1) salary step increase, an employee (excluding nurses and teaching assistants) covered by this Agreement must actually work for one (1) full school semester or more in the school year preceding the year in which the salary step would become effective.
6. Individuals placed on a "preferred eligibility list" shall be rehired at their proper step on the salary schedule upon re-employment.

B. Placement on Salary Schedule for New Hires

1. The Board agrees that all newly employed or rehired teachers may be placed on the proper step on the salary schedule upon initial employment. Full credit may be given for previous experience in a duly accredited school. Once credit has been established, it shall not be later diminished.
2. The Association recognizes that certain circumstances, such as a shortage or surplus of teachers in certain subject areas may necessitate deviation from the above statement of principle. Subsequent salary increases shall be based on experience and additional credit hours earned following appointment. No teacher will be hired below base salary.
3. It is further agreed, however, that any deviations from the basic statement of principle (B.1. above) shall be communicated in writing to the Teachers Association President.

4. The starting salary for a registered professional nurse will be as follows:

2015-2016 school year.....	(\$29,882)
2016-2017 school year.....	(\$32,778)
2017-2018 school year.....	(\$33,844)
2018-2019 school year.....	(\$35,028)
2019-2020 school year.....	(\$36,254)

C. Summer School Salary

Beginning in 1995-1996, sixteen dollars and fifty cents (\$16.50) per hour shall be the flat rate of pay for teachers who work in a Trumansburg Central School District (SED approved) sponsored summer school program. Each teacher who continues to work in this program shall receive an hourly rate as shown here.

	3.0%	0%	0%	0%	0%	0%
Summer School Payment	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
Those starting in 1995-1996	29.20	29.20	29.20	29.20	29.20	29.20
Those starting in 1996-1997	28.29	28.29	28.29	28.29	28.29	28.29
Those starting in 1997-1998	27.39	27.39	27.39	27.39	27.39	27.39
Those starting in 1998-1999	26.31	26.31	26.31	26.31	26.31	26.31
Those starting in 1999-2000	25.25	25.25	25.25	25.25	25.25	25.25
Those starting in 2000-2001	24.25	24.25	24.25	24.25	24.25	24.25
Those starting in 2001-2002	23.10	23.10	23.10	23.10	23.10	23.10
Those starting in 2002-2003	21.79	21.79	21.79	21.79	21.79	21.79
Those starting in 2003-2004	20.70	20.70	20.70	20.70	20.70	20.70
Those starting in 2004-2005	19.95	19.95	19.95	19.95	19.95	19.95
Those starting in 2005-2006	19.20	19.20	19.20	19.20	19.20	19.20
Those starting in 2006-2007	18.46	18.46	18.46	18.46	18.46	18.46
Those starting in 2007-2008	18.46	18.46	18.46	18.46	18.46	18.46
Those starting in 2008-2009	18.46	18.46	18.46	18.46	18.46	18.46
Those starting in 2009-2010	18.46	18.46	18.46	18.46	18.46	18.46
Those starting in 2010-2011	18.46	18.46	18.46	18.46	18.46	18.46
Those starting in 2011-2012	18.46	18.46	18.46	18.46	18.46	18.46
Those starting in 2012-2013	18.46	18.46	18.46	18.46	18.46	18.46
Those starting in 2013-2014	18.46	18.46	18.46	18.46	18.46	18.46
Those starting in 2014-2015	18.46	18.46	18.46	18.46	18.46	18.46
Those starting in 2015-2016		18.46	18.46	18.46	18.46	18.46
Those starting in 2016-2017			18.46	18.46	18.46	18.46
Those starting in 2017-2018				18.46	18.46	18.46
Those starting in 2018-2019					18.46	18.46
Those starting in 2019-2020						18.46

D. Tax Sheltered Annuity

1. The District will allow any unit bargaining employees to participate in a "Tax Sheltered Annuity" plan as provided by the Internal Revenue Code and upon due and proper notice from said employee, will assume the necessary procedures for payroll withholding and transfer of money withheld to the proper company or companies involved.

2. It is the intention of the District to contract with a third party 403(b) administrator/company. The present (5/2004) company so contracted is The OMNI Group. It is not the intention of the District to guarantee its relationship with this group. Rather the District will continue to process unit member voluntary distributions to those TSA companies already in place, should the District decide to end such arrangement with The OMNI Group.

3. The 403(b) administrator/company contracted by the School District will continue to provide "tax sheltered investment opportunities" to the employees for the duration of the Collective Bargaining Agreement. The employee (participant) of the Tax Sheltered Annuity plan will indemnify and hold both the School District and the Association harmless with regard to the investment returns earned or lost on these accounts.

4. The parties understand the laws governing Tax Sheltered Annuity as provided at Section 403(b) of the Internal Revenue Code may change through legislation. Should this occur, the parties will assemble to negotiate the impact the legislation will have upon the Tax Sheltered Annuity plan offered in this Article of the Collective Bargaining Agreement.

E. In-Service Education Credits for Continuing Education

1. a. The Superintendent encourages participation in selective in-service educational programs that will lead to improvement of the bargaining unit member (excluding nurses) in the performance of his/her professional responsibilities. Bargaining unit members (excluding nurses) interested in an in-service course must obtain prior approval from their immediate supervisor and the Superintendent of Schools.

b. One (1) in-service hour will be granted for each fifteen (15) clock hours of approved in-service classroom instruction. One (1) in-service hour equals one (1) graduate hour.

2. With prior approval of their immediate supervisor and the Superintendent of Schools, bargaining unit members (excluding nurses) may enroll in work-related courses or in-service training programs at BOCES, at no cost to the employee. In-service hours will not be extended to the bargaining unit member (excluding nurses) if fees, stipends, or salary for the time spent in the course have been paid by the District.

F. Salary Calculation

1. The base salary schedule shall be:

a. For the 2015-2016 school year, all bargaining unit members base salaries will be multiplied by two and five-tenths percent (2.5%), inclusive of step (excluding nurses and teaching assistants), to generate their individual total wage increase.

For 2016-2017 school year, all bargaining unit members base salaries will be multiplied by three percent (3.0%), inclusive of step (excluding nurses and teaching assistants), to generate their individual total wage increase.

For 2017-2018 school year, all bargaining unit members base salaries will be multiplied by three and twenty-five hundredths percent (3.25%), inclusive of step (excluding nurses and teaching assistants), to generate their individual total wage increase.

For 2018-2019 school year, all bargaining unit members base salaries will be multiplied by three and five-tenths percent (3.5%), inclusive of step (excluding nurses and teaching assistants), to generate their individual total wage increase.

For 2019-2020 school year, all bargaining unit members base salaries will be multiplied by three and five-tenths percent (3.5%), inclusive of step (excluding nurses and teaching assistants), to generate their individual total wage increase.

b. Nurses and Teaching Assistants

For the 2015-2016 school year, all nurses and teaching assistants base salaries will be multiplied by two and five-tenths percent (2.5%) to generate their individual total wage increase.

For the 2016-2017 school year, all nurses and teaching assistants base salaries will be multiplied by three percent (3.0%) to generate their individual total wage increase. An additional amount of three thousand dollars (\$3,000) will be added to the base salary of all Teaching Assistants paid in the amount of \$2.38 per hour added to their 15-16 hourly rate and two thousand dollars (\$2,000) will be added to the base salary of all Nurses.

For the 2017-2018 school year, all nurses and teaching assistants base salaries will be multiplied by three and twenty-five hundredths percent (3.25%) to generate their individual total wage increase.

For the 2018-2019 school year, all nurses and teaching assistants base salaries will be multiplied by three and five-tenths percent (3.5%) to generate their individual total wage increase.

For the 2019-2020 school year, all nurses and teaching assistants base salaries will be multiplied by three and five-tenths percent (3.5%) to generate their individual total wage increase.

2. All continuing members represented by the Agreement will receive compensation, in addition to Base Salary, as follows:

a. Graduate hours or approved In-Service Hours* earned shall be paid at fifty dollars (\$50)* for all bargaining unit members.

b. As of July 1, 1998, bargaining unit members (excluding nurses and teaching assistants) will have the option to receive reimbursement for successfully completed graduate work instead of receiving the per hour rate. The maximum reimbursement will be the average of the graduate hour tuition rate for SUNY Cortland, Oswego, Binghamton, Geneseo and Elmira College or the actual cost of the graduate course, whichever is lower. Tuition reimbursement for Administrative graduate hours will be limited to one (1) course. Reimbursement to the unit member will be contingent upon the member's return to District employ for the entirety of the next instructional year. Reimbursement to the employee will be made at the end of the next instructional year.

c. Teachers receiving a MS/MA* shall receive four hundred dollars (\$400). Only one (1) MS/MA* or advanced degree may be used for the purposes of salary calculation. Registered professional nurses receiving a Master's Degree will receive four hundred dollars (\$400) for the purposes of salary calculation. Registered professional nurses receiving a Bachelor's Degree will receive two hundred dollars (\$200) for the purposes of salary calculation.

d. Career Increment Awards

1. Teachers and Nurses

Career Increment awards shall be awarded to bargaining unit members (excluding teaching assistants) based on years of service to the District. The start of the year for purpose of Career Increments shall be the start of the school year. As such, bargaining unit members (excluding teaching assistants) shall be awarded Career Increments for years of service to the District at the beginning of the school year in which the bargaining unit member (excluding teaching assistants) is eligible for said increment.

For the tenth (10th), fifteenth (15th) and twentieth (20th) year Career Increments, no credit will be awarded towards career increment years of service for years in which a bargaining unit member (excluding teaching assistants) was not teaching at Trumansburg Central School District, or while a bargaining unit member (excluding teaching assistants) was on an unpaid leave of absence.

Two hundred fifty dollars (\$250) for a Career Increment at the start of the tenth (10th) year of service in the District.

Five hundred dollars (\$500) for a Career Increment at the start of the fifteenth (15th) year of service in the District.

Seven hundred fifty dollars (\$750) for a Career Increment at the start of the twentieth (20th) year of service in the District.

One thousand dollars (\$1,000) for a Career Increment at the start of the twenty-fifth (25th) year of service as calculated using the number of years in the Teachers' Retirement System (TRS)/Employee Retirement System (ERS) (25th year of teaching experience as set forth in the worksheet that includes, as initialed by the parties: bargaining unit member's (excluding teaching assistants) name, number of years in Trumansburg, number of years credited upon hire, and number of years in the Teachers' Retirement System). Only full years in the TRS or ERS will be counted in the calculation of years for this Career Increment purpose. It shall be the teacher's sole responsibility to provide the District with proof of TRS years of service in order to be eligible for the 25th year Career Increment.

The forgoing dollar amounts are non-cumulative and that the total maximum increment is one thousand dollars (\$1,000).

The worksheet pertaining to experience is for the twenty-fifth (25th) increment applies only to unit members hired prior to June 30, 2005.

For those hired after July 1, 2005 the twenty-fifth (25th) year increment will be based strictly upon years documented with the New York State Teachers' Retirement System or the New York State Employees' Retirement System.

2. Teaching Assistants

Career Increment awards shall be awarded to Teaching Assistants based on years of service to the District. The start of the year for purpose of Career Increments shall be the start of the school year. As such, Teaching Assistants shall be awarded Career Increments for years of service to the District at the beginning of the school year in which the Teaching Assistant is eligible for said increment.

For the tenth (10th), fifteenth (15th) and twentieth (20th) year Career Increments, no credit will be awarded towards career increment years of service for years in which a Teaching Assistant was not working at Trumansburg Central School District, or while a Teaching Assistant was on an unpaid leave of absence.

One hundred twenty-five dollars (\$125) for a Career Increment at the start of the tenth (10th) year of service in the District.

Two hundred fifty dollars (\$250) for a Career Increment at the start of the fifteenth (15th) year of service in the District.

Three hundred seventy-five dollars (\$375) for a Career Increment at the start of the twentieth (20th) year of service in the District.

Five hundred dollars (\$500) for a Career Increment at the start of the twenty-fifth (25th) year of service as calculated using the number of years in the Teachers' Retirement System (TRS). Only full years in the TRS will be counted in the calculation of years for this Career Increment purpose. It shall be the Teaching Assistant's sole responsibility to provide the District with proof of TRS years of service in order to be eligible for the 25th year Career Increment.

The forgoing dollar amounts are non-cumulative and that the total maximum increment is five hundred dollars (\$500).

* Submission to the Superintendent proof of successful completion of Graduate Hours, approved In-Service Hours, MS/MA, will cause compensation to be given to the employee as follows:

- a. One hundred percent (100%) of the rate if submitted prior to September 30.
- b. Fifty percent (50%) of the rate if submitted before February 28, for the current year and one hundred percent (100%) for each year thereafter.

G. Salary Schedules

Step	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
		2.50%	3.00%	3.25%	3.50%	3.50%
A	\$43,850	\$44,506	\$45,387	\$46,393	\$47,532	\$48,693
B	\$44,280	\$44,946	\$45,841	\$46,862	\$48,017	\$49,195
C	\$44,713	\$45,387	\$46,295	\$47,330	\$48,502	\$49,697
D	\$45,154	\$45,831	\$46,749	\$47,799	\$48,987	\$50,199
E	\$45,598	\$46,283	\$47,206	\$48,268	\$49,472	\$50,702
F	\$46,382	\$46,738	\$47,671	\$48,740	\$49,957	\$51,204
G	\$47,166	\$47,542	\$48,140	\$49,221	\$50,446	\$51,706
H	\$47,951	\$48,345	\$48,968	\$49,705	\$50,943	\$52,211
I	\$48,735	\$49,150	\$49,796	\$50,559	\$51,444	\$52,726
J	\$49,520	\$49,953	\$50,624	\$51,414	\$52,329	\$53,245
K	\$50,304	\$50,758	\$51,452	\$52,270	\$53,213	\$54,160
L	\$51,084	\$51,562	\$52,281	\$53,124	\$54,099	\$55,076
M	\$51,865	\$52,361	\$53,108	\$53,980	\$54,984	\$55,992
N	\$52,647	\$53,162	\$53,932	\$54,834	\$55,869	\$56,908
O	\$53,427	\$53,963	\$54,756	\$55,685	\$56,754	\$57,825
P	\$54,209	\$54,763	\$55,582	\$56,536	\$57,634	\$58,740
Q	\$54,990	\$55,564	\$56,406	\$57,388	\$58,515	\$59,651
R	\$55,771	\$56,365	\$57,231	\$58,239	\$59,397	\$60,563
S	\$56,552	\$57,165	\$58,056	\$59,091	\$60,277	\$61,476
T	\$57,332	\$57,966	\$58,880	\$59,943	\$61,159	\$62,387
U	\$58,116	\$58,765	\$59,705	\$60,794	\$62,040	\$63,300
V	\$58,898	\$59,569	\$60,528	\$61,645	\$62,922	\$64,212
W	\$59,679	\$60,370	\$61,356	\$62,495	\$63,803	\$65,124
X	\$60,216	\$61,171	\$62,182	\$63,350	\$64,683	\$66,036
Y	\$60,942	\$61,721	\$63,006	\$64,202	\$65,567	\$66,947
Z	\$62,463	\$62,466	\$63,573	\$65,054	\$66,450	\$67,862
Z-1	\$64,045	\$64,025	\$64,340	\$65,639	\$67,331	\$68,775
Z-2	\$65,703	\$65,646	\$65,945	\$66,431	\$67,937	\$69,687
Z-3	\$67,366	\$67,346	\$67,616	\$68,089	\$68,756	\$70,314
Z-4	\$69,025	\$69,050	\$69,366	\$69,813	\$70,472	\$71,162
Z-5	\$70,734	\$70,751	\$71,122	\$71,620	\$72,256	\$72,938
Z-6	\$72,448	\$72,502	\$72,873	\$73,433	\$74,127	\$74,785
Z-7	\$74,161	\$74,259	\$74,677	\$75,242	\$76,003	\$76,721
Z-8	\$75,877	\$76,015	\$76,487	\$77,104	\$77,875	\$78,663
Z-9	\$76,636	\$77,774	\$78,295	\$78,973	\$79,803	\$80,601
Z-10	\$77,402	\$78,552	\$80,107	\$80,840	\$81,737	\$82,596
Z-11	\$78,176	\$79,337	\$80,908	\$82,711	\$83,669	\$84,598
Z-12	\$78,958	\$80,131	\$81,717	\$83,538	\$85,605	\$86,598
Z-13	\$79,747	\$80,932	\$82,534	\$84,373	\$86,462	\$88,602

ARTICLE IV – EXTRA CURRICULAR PAY SCHEDULE

A. Policy Agreement

1. All full-year extra-curricular positions shall be posted annually by June 1. Athletic extra-curricular positions will be posted within 30 days of the state championship date for that sport.
2. The purpose of posting all extra-curricular positions is to allow sufficient time for any interested qualified bargaining unit members to contemplate applying for a position.
3. Applications for consideration of extra-curricular appointments must be filed with the appropriate building administrator no later than fourteen (14) calendar days after the posting date. Vacancies which remain after this initial posting shall be re-posted and remain posted for an additional five (5) school days.
4.
 - a. All coaching applicants are subject to interview by the Athletic Director and/or an Administrator. Building administrators will then make recommendations to the Superintendent regarding those candidates considered to be the most capable of carrying out the duties and responsibilities associated with the positions. The recommended qualified bargaining unit members, with satisfactory extra-curricular position evaluations as determined by the Athletic Director and/or Administrator, shall be given preference by the Superintendent when filling open extra-curricular positions prior to the solicitation of outside applications.
 - b. All non-coaching applicants are subject to interview by the Building Administrator. Building administrators will then make recommendations to the Superintendent regarding those candidates considered to be the most capable of carrying out the duties and responsibilities associated with the positions. The recommended qualified bargaining unit members, with satisfactory extra-curricular position evaluations as determined by the Building Administrator, shall be given preference by the Superintendent when filling open extra-curricular positions prior to the solicitation of outside applications.
5. A notice of this appointment will be sent to the employee within two (2) weeks of the official Board action.
6. If one (1) or more extra-curricular positions cannot be filled, resulting in increased responsibilities to another position, the person holding that position may appeal to the P.A.C. for additional reimbursement based upon the extra responsibilities encountered.
7. The Chairperson of the P.A.C. may recommend the elimination and/or addition of positions to the Superintendent. The Superintendent will respond, in writing, to the Chairperson regarding the recommendation and decision. The response will include reason(s) for the decision.
8. There shall be no tenure with these positions.

B. Extra-Curricular Assignments – Advisors

ACTIVITY	BLDG	LEVEL	% of Base Starting Salary
Class Advisor (2)	HS	9	1%
Class Advisor (2)	HS	10	1%
Class Advisor (2)	HS	11	4%
Class Advisor (2)	HS	12	4%
Model UN-Max of 2 Conf	HS	Multiple	2%/Conf
Advanced Science	HS	Multiple	1%
French	HS	Multiple	1%
Spanish	HS	Multiple	1%
Ski	HS	Multiple	3%
Ski	MS	Multiple	3%
Ski	ES	Multiple	2%
Outdoor Education	HS	Multiple	1%
Drug Quiz	MS	Multiple	3%
High School Dramatics			
**Director (for 2 productions)			10%
Music	HS	Multiple	4%
Choreographer	HS	Multiple	3%
Pianist	HS	Multiple	3%
Middle School Dramatics			
Director	MS	Multiple	3%
Producer	MS	Multiple	3%
Other (TBD by Director-Producer-Principal)	MS	Multiple	4%
Musical	ES	Multiple	2%
Marching Band			
Color Guard	HS/MS	Multiple	6%
NHS	HS	Multiple	1%
Media Production			
Pianist	MS	Multiple	8%
S.A.D.D. Advisor	ES	Multiple	1%/event
Student Council	HS	Multiple	6%
Student Council	ES	4	3%
Student Council	MS	5	3%
Student Council	MS	6-8	9%
Student Council	HS	9-12	9%
Yearbook			
Director	HS	Multiple	10%
Assistant	HS	Multiple	8%
Director	MS	Multiple	12%

ACTIVITY	BLDG	LEVEL	% of Base Starting Salary
Program Coordinators			
English/Language Arts	Multiple	K-6	7%
	Multiple	7-12	7%
Mathematics			
	Multiple	K-6	7%
	Multiple	7-12	7%
Science			
	Multiple	K-6	7%
	Multiple	7-12	7%
Social Studies			
	Multiple	K-6	7%
	Multiple	7-12	7%
Physical Education/Health			
Music	Multiple	K-12	7%
LOTE	Multiple	K-12	7%
Art	Multiple	K-12	7%
Technology	Multiple	K-12	7%
Team Leader			
	ES	Grade Pre-K	7%
Team Leader	ES	Grade K	7%
Team Leader	ES	Grade 1	7%
Team Leader	ES	Grade 2	7%
Team Leader	ES	Grade 3	7%
Team Leader	ES	Grade 4	7%
Team Leader	MS	Grade 5	7%
Team Leader	MS	Grade 6	7%
Team Leader	MS	Grade 7	7%
Team Leader	MS	Grade 8	7%
Expressionist Art Club			
	HS	Multiple	1%
Femtastic			
	HS	Multiple	1%
Washington DC Trip Coordinator			
	MS	8	7%
Robotics Lead Coordinator			
	HS	9-12	15%
Robotics Assistant Coordinator			
	HS	9-12	12%

**Number of drama productions (up to a maximum of two productions) required for awarding of full amount will be decided annually by High School Principal and Superintendent of Schools.

C. Extra-Curricular Assignments – Athletics

Fall Season

ACTIVITY	BLDG	LEVEL	% of Base Starting Salary
Football (Boys)			
Varsity	HS	Multiple	13%
Junior Varsity	HS	Multiple	11%
Assistant (2)	HS	Multiple	11%
Modified	MS	Multiple	7%
Cheerleading (Girls)			
Football (Varsity)	HS	Multiple	9%
Cross Country (Co-Ed)			
Varsity (2)	HS	Multiple	12%
Modified	MS	Multiple	7%
Soccer (Boys)			
Varsity	HS	Multiple	12%
Junior Varsity	HS	Multiple	9%
Modified	MS	Multiple	7%
Soccer (Girls)			
Varsity	HS	Multiple	12%
Junior Varsity	HS	Multiple	9%
Modified	MS	Multiple	7%
Volleyball (Girls)			
Varsity	HS	Multiple	12%
Junior Varsity	HS	Multiple	10%

Winter Season

ACTIVITY	BLDG	LEVEL	% of Base Starting Salary
Basketball (Boys)			
Varsity	HS	Multiple	15%
Junior Varsity	HS	Multiple	13%
Modified	MS	Multiple	7%
Basketball (Girls)			
Varsity	HS	Multiple	15%
Junior Varsity	HS	Multiple	13%
Modified	HS	Multiple	7%
Cheerleading (Girls)			
Basketball (Varsity)	HS	Multiple	15%
Basketball (Junior Varsity)	HS	Multiple	13%
Volleyball			
Modified	MS	Multiple	7%
Winter Track (Co-Ed)			
Varsity (3)	HS	Multiple	14%
Wrestling (Boys)			
Varsity	HS	Multiple	13%
Assistant	HS	Multiple	11%
Modified	MS	Multiple	7%

Spring Season

ACTIVITY	BLDG	LEVEL	% of Base Starting Salary
Baseball (Boys)			
Varsity	HS	Multiple	14%
Junior Varsity	HS	Multiple	12%
Modified	MS	Multiple	7%
Softball (Girls)			
Varsity	HS	Multiple	14%
Junior Varsity	HS	Multiple	12%
Modified	MS	Multiple	7%
Golf (Co-Ed)			
Varsity	HS	Multiple	12%
Tennis (Co-Ed)			
Varsity	HS	Multiple	12%
Modified	MS	Multiple	7%
Track (Co-Ed)			
Varsity (Boys) (2)	HS	Multiple	14%
Varsity (Girls) (2)	HS	Multiple	14%
Modified	MS	Multiple	7%

For modified sports and winter track, a second coach will be made available if the total number of participants exceeds twenty (20) at the conclusion of the first week of practice.

D. Compensation

1. Compensation for Extra-Curricular Assignments – Advisors (Section B. of this Article) shall be awarded by multiplying the percent listed for the title and position by the base starting salary for the current school year.
2. Compensation for Extra-Curricular Assignments – Athletics (Section C. of this Article) shall be awarded for regular season coaching by multiplying the percent listed for the title and position by the base starting salary for the current school year.
3. For the initial Modified track position, the Superintendent may approve (if petitioned in advance), additional compensation for an employee’s work with the Varsity track coaches (boys and girls) in advance of the start of the Modified track program.
4. Upon successful completion of required courses, unit members will be reimbursed a maximum of one hundred fifty dollars (\$150) per course for the purpose of obtaining a coaching certification.
5. The Varsity Soccer Coach (Boys and Girls) and Varsity Volleyball Coach will receive an additional one percent (1%) of the base starting salary for the current school year per week of double session practices. If this is not needed or conducted, this provision will not be effective. Three (3) days or more in a regular seven (7) day week will constitute a full week for purposes of determining double session payment. More than three (3) days of double sessions in a regular seven (7) day week will not create an entitlement to two (2) weeks’ worth of double session pay.
6. Post-season coaching shall be awarded at a rate of an additional one percent (1%) of the base starting salary for the current school year per week. The Athletic Director and/or Superintendent will determine when the regular season has ended and post-season has begun. Three (3) days or more in a regular seven (7) day week will constitute a full week for purposes of determining post-season payment. More than three (3) days of post-

season coaching in a regular seven (7) day week will not create an entitlement to two (2) weeks' worth of post-season coaching pay.

- a. Sports with multiple coaches will be treated in the same fashion if this request has been made and approved by the Athletic Director, High School Principal, and Superintendent in advance of the post-season competition.
 - b. Payment due to any coach for post-season play will be made within three (3) weeks of the conclusion of the season. The final payment will only be made after the coach meets all of his/her end of season responsibilities.
7. Longevity for Extra-Curricular Assignments – Advisors (Section B. of this Article) shall be awarded in the following increments: one hundred fifty dollars (\$150) after two (2) years of continuous service in the position; an additional two hundred fifty dollars (\$250) after five (5) years of continuous service in the position; and an additional three hundred fifty dollars (\$350) after nine (9) years of continuous service in the position.
 8. Longevity for Extra-Curricular Assignments – Athletics (Section C. of this Article) shall be awarded in the following increments: two hundred fifty dollars (\$250) after two (2) years of continuous service in the position; an additional three hundred fifty dollars (\$350) after five (5) years of continuous service in the position; and an additional four hundred fifty dollars (\$450) after nine (9) years of continuous service in the position.
 9. Longevity shall be position specific.
 - a. Coaches will not carry longevity increments with them between sports or levels.

Ex: A modified softball coach will not carry his/her longevity with him/her if he/she becomes the Junior Varsity soft coach.
 - b. Advisors will not carry longevity increments with them between positions or levels.

Ex. A Grade 3 Team Leader will not carry his/her longevity with him/her if he/she becomes the Grade 4 Team Leader.
 - c. The only exception to this will be for class advisors, in that class advisors shall accrue longevity so long as they remain with the same cohort. Upon assuming an advisorship for a new cohort, the individual will revert to the base pay for that advisorship and longevity accrual will start anew. The five (5) year longevity award (see 7. above) shall be awarded to class advisors after four (4) years of continuous service.
 10. Compensation for extra-curricular positions shall be paid in two (2) installments. The compensation for advisor positions shall be distributed at the end of each semester of the academic year. The compensation for athletic extra-curricular positions shall be distributed at the midpoint of the season for which the position occurs and at the conclusion of the season for which the position occurs.
 11. Extracurricular pay will be calculated utilizing the 2015-2016 Step A (\$44,506) and remain at the 2015-2016 Step A amount (\$44,506) for each year of the contract.

E. Other Events

1. Music Competition chaperones, ticket sellers, timers and score keepers shall be paid at forty dollars (\$40) per event. Any hour over four shall be compensated at the rate of ten dollars (\$10) per hour. Music Competition chaperones attending a competition with associated in-service opportunities will not be eligible for the fore-mentioned rate but will be compensated fifty dollars (\$50) per night. In the event that a bargaining unit member cannot be found or none volunteer, the District may fill the assignment with a non-bargaining unit member.
2. Lead Supervisors (appointed at the discretion of the HS Principal) will be compensated eighty dollars (\$80) per event plus twenty dollars (\$20) per hour over four (4) hours.
3. Chaperoning of home events, spectator events and spectator buses will be done on a voluntary basis. Compensation for such events will be at the rate of forty dollars (\$40) per event.
 - a. The building principal shall notify staff of the need for chaperones.
 - b. Bargaining unit members who wish to chaperone will be given first priority on a first-come first serve basis.
 - c. In the event that a bargaining unit member does not volunteer, the District may fill the assignment with a non-bargaining unit person(s).
 - d. In the rare event that no bargaining unit members wish to chaperone and no non-bargaining unit persons wish to chaperone, building principals shall assign the chaperoning duties to bargaining unit members based on reverse seniority. The seniority list used will be provided annually to all principals by the Trumansburg Teachers Association.

ARTICLE V – LEAVES OF ABSENCE

A. Short-Term Leave with Pay

1. Sick Leave
 - a. All ten (10) and eleven (11) month bargaining unit members will be given twelve (12) sick days each year. These days are available for use as of the beginning of the school year. Should a bargaining unit member not complete the full year, the sick time available will be calculated at a rate of one and two-tenths (1.2) days per month. These days may be used for personal illness or injury, or serious injury or illness in the bargaining unit member's immediate family. Sick days may be used in one quarter (1/4), one-half (1/2) or full day increments.
 - b. Four (4) days/event of non-cumulative leave will be granted to be used only in the event of a death in the immediate family.
 - c. Immediate family for (a) and (b) above is defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, grandparent, or near relative who resides in the same household; or any person with whom the teacher has made his/her home.

- d. Bargaining unit members hired for less than ten (10) months will be entitled to one and two-tenths (1.2) sick leave for each month remaining in the school year.
- e. Sick leave may be accumulated to two hundred fifty-four (254) days.
- f. A doctor's certificate may be required for sick leave absence more than four (4) consecutive days.
- g. By November 1 of each school year, the Superintendent shall cause a written statement to be submitted to each bargaining unit member specifying the number of days sick leave used during the previous school year and the number of accumulated days of sick leave accruing to the credit of such bargaining unit member as of the last day of school of the previous school year.
- h. A bargaining unit member required to attend his/her workers' compensation hearing shall not suffer loss of sick time.

2. Personal Leave

- a. Personal leave is granted for the purpose of taking care of personal affairs that can only be transacted during regular school hours (or for court appearance). It is the intention of the parties that personal leave under this sub-section shall be available for reasons of hardship or other pressing need, and not merely for personal convenience.
- b. Four (4) days of personal leave shall be granted to each bargaining unit member. No reason is required for the granting of these days as long as Section (a) and (d) are followed.
- c. All personal days not used each year shall be added to the bargaining unit member's accumulated sick leave. A maximum of four (4) days may be added per year.
- d. Except in extreme emergencies, the bargaining unit member shall give the building administrator forty-eight (48) hours notice in writing of his/her intention to take a day of personal leave. Personal leave cannot be taken without the written permission of the building administrator, which permission will not be unreasonably withheld.
- e. Up to forty (40) minutes of personal leave may be taken by the bargaining unit member at the start or end of the instructional day. Coverage for any class impacted must be arranged by the teacher taking leave. No compensation per Article X.D will be allowed to the covering teacher. Written request for the personal leave must be made to the building administrator as outlined in Article V.A.2.d. A maximum of four (4) such leaves may be requested in an academic year.
- f. Personal leave cannot be taken either the day before or the day following a holiday or vacation day except in certain instances, as determined by the Superintendent. The Superintendent may approve leave under the following conditions:
 - 1. The employee may be granted personal leave with pay.

2. The employee may be granted leave without pay.

g. A bargaining unit member required to attend his/her workers' compensation hearing shall not suffer loss of personal leave.

h. Any unit member will be granted up to two (2) days for religious observance not deducted from the four (4) personal days granted under this Article V.A.2. Any additional day(s) needed for religious observance must be requested of, and approved in advance, by the Superintendent of Schools. Such additional days may be granted, at the discretion of the Superintendent, as follows:

- With or without pay, and
- With or without charge to the personal day account identified in V.A.2.b.

The Association agrees that the personal days identified in V.A.2.b, may not be used for religious observance by any unit member without the prior express permission of the Superintendent of Schools.

f. Personal leave cannot be taken either the day before or the day following a holiday or vacation day except in certain instances, as determined by the Superintendent. The Superintendent may approve leave under the following conditions:

1. The employee may be granted personal leave with pay.

2. The employee may be granted leave without pay.

g. A bargaining unit member required to attend his/her workers' compensation hearing shall not suffer loss of personal leave.

h. Any unit member will be granted up to two (2) days for religious observance not deducted from the four (4) personal days granted under this Article V.A.2. Any additional day(s) needed for religious observance must be requested of, and approved in advance, by the Superintendent of Schools. Such additional days may be granted, at the discretion of the Superintendent, as follows:

- With or without pay, and
- With or without charge to the personal day account identified in V.A.2.b.

The Association agrees that the personal days identified in V.A.2.b, may not be used for religious observance by any unit member without the prior express permission of the Superintendent of Schools.

3. Teachers Conferences and Workshops

a. A teacher may attend professional workshops and conferences with the approval of the building administrator and the Superintendent.

b. As approved, all reasonable expenses will be paid by the District, upon submission of proper receipts. Prior to using personal vehicles, employees must request use of a District vehicle if it is available.

c. Teachers will submit a written Conference Evaluation to the Principal and Superintendent at the conclusion of the conference. The report will be submitted on a form prescribed by the Superintendent.

- d. A teacher may, with the approval as stated above, attend such professional improvement sessions at his/her own expense. The Superintendent will pay the teacher his/her regular salary while absent in connection with attendance at such sessions and will also pay all substitutes' salaries thus necessitated.

4. Teachers' Association Conference

- a. The Association shall have available up to ten (10) days for Association members to attend State, Regional and National affiliate conferences or conventions. These days must be used in either full or one-half day increments. The Association President will submit a written Conference Request on behalf of the Association to the Building Principal and Superintendent and permission to attend will not be unreasonably withheld. Said members shall not be charged with the loss of personal day or days. The Association shall reimburse the District for the substitute teacher cost, if needed.
- b. The Association shall have available up to ten (10) additional days for the President or his/her designee for the purposes of conducting Association business. The President or his/her designee will submit a written Conference Request to the Building Principal and Superintendent for informational purposes only. The request will not be subject to disapproval by the Building Principal or Superintendent. Said members shall not be charged with the loss of personal day or days. The Association shall reimburse the District for the substitute teacher cost, if needed.

5. Mileage Reimbursement

Bargaining unit members will be reimbursed for conference, workshop and visitation day travel at the I.R.S. rate in effect at the time of travel. Prior to using personal vehicles, employees must request use of a District vehicle if it is available.

B. Long-Term Leaves

Leaves of absence without pay may be requested and are subject to approval by the Board of Education. The Superintendent, at his/her discretion, may recommend to the Board of Education the approval or denial of a long-term leave.

1. Care Giving Leave

- a. A leave of absence without pay for care giving shall be granted for a period not to exceed twelve (12) months. One (1) extension, not to exceed one (1) year, may be approved by the Superintendent, provided the employee requests such extension and is not otherwise employed or taking course work.
- b. Leave will be granted to terminate upon the beginning of a normal school year or a new semester.
- c. If the employee desires to return before the expiration of the leave, he/she may do so at the beginning of a normal school year or semester. Notice of intent to return must be filed with the Superintendent by April 1 for return in September and by October 1 for return in January.

- d. Upon return from such leave, the employee will be given employment in his/her tenure area in the most closely related equivalent position available.
- e. A bargaining unit member may not use sick leave for purposes of caring for a newborn child. Sick leave is available only as already provided in Section A.1. of this Article.

2. Sabbatical Leave

a. Eligibility and Purpose

Any teacher with permanent certification, who has been employed in the Trumansburg Central School District for seven (7) out of nine (9) consecutive years as a full-time teacher, may apply for sabbatical leave. Such leave is intended to improve the ability of professional employees to render educational services to the School.

b. Conditions of Leave

Sabbatical leave shall be for one (1) or two (2) semesters at one-half (1/2) of the salary normally earned within that same one (1) or two (2) semester time period. The salary used to calculate the sabbatical salary will be the salary earned from the previous full school year or corresponding semester in the previous full school year.

c. Selection of Candidates

The Superintendent's objective is to grant such leaves based on the potential benefit they will have for the educational program. The Superintendent, at his/her discretion, may recommend to the Board the approval or denial of a sabbatical leave.

d. Rules of Application

- 1. Application shall be made to the Superintendent, with copies to the Building Administrator, and the Executive Board of the Association, and shall completely outline the course of study in residence at a college or university, either at home or abroad. The applicant shall submit a copy of a letter of acceptance from the school as part of the application.
- 2. Application for sabbatical leave shall be made as soon as possible, but not later than April 1 of each year, with tentative Board approval by May 2, and final approval by May 15, for the next academic year. This leave, when granted, shall be binding upon the Board and the teacher.

e. Reporting

Each applicant shall make a written report to the Superintendent at the end of such leave and submit official transcripts at the end of the leave for work taken at the institution.

f. Miscellaneous

1. Credit for hours earned will be reflected in salary by current schedule at the end of the program; and teachers will be treated, if on leave for one (1) year, as if present for automatic salary increments.

2. Disability While on Leave

If a teacher on sabbatical leave is unable to fulfill the purpose thereof by reason of personal illness, as substantiated by proper medical statements, or other legitimate reason beyond his/her control acceptable to the Board, the sabbatical shall continue to its full term, and when the disability is removed, the teacher shall continue with the fulfillment of the sabbatical purpose, if possible. In the event the sabbatical cannot be continued, the teacher shall be available for duty during the duration of the said sabbatical. This assignment shall be at the discretion of the Superintendent.

3. Conditions of Return

Upon expiration of leave, the teacher will be restored to full-time professional employment within his/her tenure area, unless the Superintendent and the teacher mutually agree to an assignment to another area.

The teacher agrees, through the completion of the Application for Sabbatical Leave (Appendix H), that in the event of his/her:

- (a) Failure to return to the employment of the Trumansburg Central School District; or
- (b) Voluntary resignation within two (2) years after the end of the sabbatical leave.

the teacher will repay the amount of gross pay, including retirement costs, Social Security, and health insurance paid by the District. Such repayments will be made over a period of not more than five (5) years in equal installments, or in a lump sum at the teacher's discretion.

4. Non-Performance

Once sabbatical leave has commenced, failure to successfully complete the agreed upon sabbatical program due to reasons other than specified in Section 2.f.2. above, shall cause forfeiture of all benefits incurred under the terms of the sabbatical leave agreement.

ARTICLE VI – SUMMER STUDY PROGRAM

A. Purpose

The intent of this Article is to improve the ability of professional employees to render educational service to the School. Grants will consist of formal study or educational travel, (educational travel will be approved only if university or college sponsored for credit). The approval of an individual's Summer Study request shall rest with the Superintendent.

B. Payment

The Superintendent will make available up to a total of one thousand two hundred dollars (\$1,200) for Summer Study programs. The payment for Summer Study is conditioned upon successful completion of the course(s) and presentation to the District with an official transcript from the institution where the course(s) were taken. Further, graduate hours earned under this Article are not to be counted toward graduate credit hours earned/approved in-service hours earned for which payment is made under Article III, Salary and Financial Arrangements.

C. Eligibility and Selection of Candidates

1. Any permanently certified teacher presently employed may apply for the Summer Study program. Each grant will be based on the potential benefit that it will have for the educational program, and where two (2) applications are of equal value, the selection will be based on the candidate's length of service to the District, unless some other mutually agreeable solution is developed.

D. Rules for Application

1. Requests for program approval shall be submitted, in writing, to the Building Principal and the Superintendent (or designee), no later than April 1.
2. The request will include:
 - a. Name and address of institution
 - b. Course number(s), description(s), and advisor/professor
 - c. Starting and ending dates of the program
 - d. The intended professional growth expected to result from the participation in the program
 - e. The educational objectives directly related to the applicant's position with the District.

E. Conditions of Return

As a condition precedent to receiving a Summer Study grant, the teacher shall agree in writing that in the event of his/her resignation before the completion of the school year immediately following the study programs, then, unless waived by the Superintendent, the teacher shall repay, at the time of resignation, the gross amount received as payment of the Summer Study program.

F. Notification

The Superintendent will notify the applicant as to the approval/denial of the request by May 1.

ARTICLE VII – CURRICULUM DEVELOPMENT

A. Purpose

The intent of this Article is to improve the ability of professional employees to render educational service to the School. The approval of an individual's Curriculum Development request shall rest with the Superintendent.

B. Payment

The Superintendent will make available up to sixteen thousand dollars (\$16,000) for this program. Curriculum Development will be paid at the rate of twenty-seven dollars (\$27) per hour for the school years 2015-2020.

C. Eligibility and Selection of Candidates

1. Any teacher/teaching assistant presently employed may apply for the Curriculum Development program.
2. The Superintendent may approve alternative working conditions in order to facilitate the proposed project.
3. Proposed projects will be based on the potential benefit that it will have for the educational program.

D. Rules for Application

1. Requests for Curriculum Development approval shall be submitted, in writing, to the Building Principal and the Superintendent (or designee), three (3) times a year no later than April 15th for the Summer and Fall, Septembers 15th for the Fall and Spring and January 15th for the Spring..
2. The request will include the following:
 - a. Scope/intended outcome
 - b. Rationale explaining the need
 - c. Estimated number of hours and personnel needed to complete project.
 - d. Project submission dates: Summer projects- August 31st or each year, Fall/Winter Projects-Last Day of First Semester, Winter Spring Projects-Last Day of Second Semester.

E. Notification

The Superintendent, or his/her designee, will notify the applicant as to the approval/denial within 30 days of the closing of the applicable application period.

ARTICLE VIII – SICK DAY BANK (SDB)

The purpose of the Sick Day Bank (SDB) is to provide additional sick leave for bargaining unit members who have exhausted their accumulated sick leave due to extended illness. The Sick Day Bank will consist of two (2) members of the Association appointed by the Association President and two (2) administrators appointed by the Superintendent. The Superintendent will render a decision on appeals or in a situation where the Sick Day Bank Committee cannot reach a decision. The Superintendent or his/her designee will submit a report of the operation and use of the Sick Day Bank, including, but not limited to, the number of the individuals using sick days, the number of days used, and the manner of certification of disability or illness. The report shall be submitted to the Clerk, members of the Board of Education, and the Association President.

It is understood by the parties that:

1. The employee must have exhausted his/her sick time available before making a request to the Sick Day Bank.
2. The employee, without available sick time, must request a leave of absence of the Superintendent. This event is separate and distinct from any request made by the employee to the Sick Day Bank.
3. The employee may be granted up to ninety (90) sick days from the Sick Day Bank in any one (1) school year (September to June or July to June, in the case of an eleven [11] or twelve [12] month employee).
4. If ninety (90) days are used by the employee in any one (1) school year, the employee may not request further days from the Sick Day Bank until the beginning of the next academic year.

The policies and procedures of the Bank shall be jointly administered by the District and the Association. The following shall constitute the policies and procedures of the Sick Day Bank.

- A. All contributions will be voluntary.
- B. Only employees of the bargaining unit who enroll in the Sick Day Bank will be eligible to use the Sick Leave Bank benefits.
- C. The Sick Day Bank may only be used for involuntary disabilities or illnesses to self or immediate family (as defined under Article V.A.1.c.).
- D.
 1. Members of the negotiating unit shall be enrolled in the Sick Day Bank during the first forty-five (45) days after the hire date prescribed by the Board of Education unless waived in writing during this time period. Upon entry into the Sick Day Bank, each person enrolling in the Sick Day Bank will donate two (2) whole days of his/her sick leave.
 2. No more days will be added, except by new membership, or until the Bank is depleted to forty (40) days, which will result in bargaining unit members again contributing one (1) day to continue participation in the Sick Day Bank. Tenured teachers may contribute up to 6 days when the bank needs to be replenished.
 3. Newly hired personnel must notify the District during the first forty-five (45) days after the hire date prescribed by the Board of Education if they do not wish to participate in this plan.
 4. A person who chooses not to be a member when first eligible, may enroll during the first month of any school year, by contributing the total number of days which he/she would have paid, had enrollment begun when first eligible.
 5. Unused, donated days will continue to accumulate in the Bank.
- E. A person who terminates participation in the Sick Day Bank will not be able to withdraw the contributed days.
- F. A maximum of ninety (90) days may be drawn by any individual member from the Sick Day Bank each school year.

- G. An employee who exhausts the maximum of ninety (90) individual sick leave days during the school year may not apply to the Sick Day Bank Committee for additional days until the beginning of the next academic year. The Committee shall thereafter review said application and may or may not grant said application in its sole discretion. Additional medical verification may be required by the Committee before the final determination on the employee's application.

Persons withdrawing sick leave days from the Sick Day Bank will not have to replace these days except as a regular contributing member of the Sick Day Bank.

A decision of the Sick Day Bank Committee, or the Superintendent, in cases of appeals or ties, shall be final and binding and such decision shall not be subject to the grievance procedure of this contract.

ARTICLE IX – HEALTH INSURANCE

A. Health Insurance

1. For the 2015-2020 school years the Board will provide Excellus Blue Cross/Blue Shield, Central New York (or its general equivalent) health care coverage. Commensurate to the signing of this agreement, employees will be responsible for (15%) of the cost of premiums for individual and dependent coverage plus an additional one hundred and twenty dollars (\$120). The balance of the cost will be borne by the Board. Employees' percentages of the cost for dependent coverage will be paid by the use of payroll deduction plan. The District shall have the right to select the health insurance program as long as the benefits offered are generally equal to the current benefits. The Association will be given the opportunity to actively participate in any process that may result in a change in the insurance coverage or carrier. The deductibles for the plan will be one hundred and fifty dollars (\$150) for individuals and four hundred and fifty dollars (\$450) per family per year.
2. The prescription drug plan will be offered with a twenty dollar (\$20) co-payment by the employee for brand name products and a ten dollar (\$10) co-payment for generic equivalent products for the 2015-2016 and 2016-2017 school year. Commencing in the 2017-2018 school year, the prescription drug plan offered will be a three-tier formulary (3T8) with a ten dollar co-pay for generic equivalent products, twenty-five dollar co-pay for tier two products, and a forty dollar co-pay for tier three products..
3. Beginning on October 1, 2017, the District shall establish a fund in the amount of \$20,000.00 to reimburse bargaining unit members \$15 per co-pay for Tier 3 prescription expenses. The fund is also intended to provide reimbursement for Out-of-Pocket Rx Maximums that exceed the current level of \$1,000/\$3,000 up to the new level of \$2,000/\$6,000. Submitted claims will be paid until the fund is exhausted with no carryover of unused funds.
4. A bargaining unit member hired on or after July 1, 1996, shall be eligible to receive the above health insurance, but pro-rated to the FTE status of their position. This is to be calculated using the method found in Appendix D. For example: Annual Cost – (District contribution – FTE) = Employee Cost.
5. For non-retiring TTA members leaving the district, the district will refund July/August health insurance premium contributions and offer COBRA at the full premium rate beginning July 1.

B. Dental Insurance

1. Dental insurance shall be provided under the current, or its general equivalent. Effective ~~January 1,~~ February 14, 2018 the District shall offer the Lifetime Benefit Solutions, Dental Solutions Plan.
2. Ninety percent (90%) of the premium for individual coverage and seventy percent (70%) of the premium for the dependent coverage paid by the District. Where both spouses are employed by the District, the District will pay ninety percent (90%) of the premium for both employees.
3. The employee's percentage of the cost for dependent coverage will be paid by the use of payroll deduction.
4. A bargaining unit member hired on or after July 1, 1996, shall be eligible to receive, the above dental insurance but pro-rated to the FTE status of their position. This is to be calculated using the method found in Appendix D. For example: Annual Cost – (District contribution – FTE) = Employee Cost.

- C. When an employee has exhausted his/her accumulate sick leave he/she may request a leave of absence. If health insurance coverage is requested during such leave, the employee must pay the full premium.
- D. The Superintendent shall initiate the necessary procedure through the Public Health Department to offer to the faculty and staff of Trumansburg Central School available flu vaccine at no cost to the individual.
- E. The District's health insurance program will be extended to any former unit member at any time after the member's retirement under the same conditions and with the same coverage extended to other retirees in the health insurance plan. Employees must have fifteen (15) years of service upon retirement from the Trumansburg Central School District to be eligible for retiree health care insurance. The District agrees to pay fifty percent (50%) of the cost of individual coverage for eligible retirees and thirty-five percent (35%) of the cost of dependent coverage for eligible dependents.
- F. The Medicare reimbursement shall remain at 1991 levels for eligible retirees and eligible dependents. To be eligible for this, the employee must have served at least five (5) years (calendar) in paid service to the District.
- G. Each bargaining unit member may have a physical examination every three (3) years, except tenure year, when a physical examination is required before tenure is granted. A chest x-ray will be provided at District expense. If requested, as part of the three (3) year physical examination. Examinations will be paid for the by the District if done by one of the School's examining physicians.
- H. Where both spouses are employed by the District, the District will pay ninety percent (90%) of the family premium for one (1) spouse or partner, provided the other spouse or partner waives health insurance for a specified time of at least one (1) year.

ARTICLE X – PROFESSIONAL POLICY

A. Appointment

1. Appointment to tenure will be based on a probationary experience of not more than four (4) years in the Trumansburg District. Tenure area appointments will be determined by the Superintendent if the teacher has experience in more than one (1) tenure area.
2. Teachers/teaching assistants who have qualified for tenure appointments shall be notified in writing ninety (90) days before the effective day whether they have been placed on tenure.

B. Assignments, Promotions and Transfers

1. The Superintendent shall assign teachers to classes in which they are certified and only in their areas of tenure classifications, except that a teacher may be assigned to no more than one (1) class per day outside his/her certification area.
2. If a teacher is to be given assignments which will necessitate additional preparation or changes in preparation time or responsibilities, which would include changes within a subject matter (grouping), he/she must be notified in writing in time to make proper plans either before school is to be in session in a new year or a new semester. New teachers to the system shall be notified as to specific grade level and/or subject areas he/she will be teaching. Except in extreme circumstances, the minimum time for notification will be one (1) month to allow selection of material and preparing lesson plans. (The word “grouping” as used in the paragraph does not mean changing one individual student from one level to another level.)
3. A teacher/teaching assistants desiring a change in assignment shall file a written statement of such desire with the Superintendent. All such requests shall be honored providing they do not conflict with the instructional requirements of the School system as determined by the Superintendent.

C. Notification of Vacancies

1. The Superintendent shall post in each building a list of all professional positions available within our School District, including co-curricular, extra-curricular and inter-scholastic.
2. Positions which are vacant, and to be continued, will be posted by the Superintendent as soon as possible after the Board has accepted a resignation or created a position.
3. Notification will be by posting on the bulletin board in the Superintendent’s office, in each individual Building Administrator’s office and a copy will be sent to the President of the Association at his/her legal address.
4. The purpose of posting vacancies is to allow sufficient time for any interested member of this unit to contemplate applying for a position.
5. Applications for consideration of vacancies must be filed with the Superintendent no later than seven (7) calendar days after the posting date.

6. To help the employee plan accordingly, appointments for vacancies will be presented to the Board of Education as soon as possible, before the actual assumption of the assignment.
7. It is understood by both parties that in an unusual circumstance, the Superintendent may alter the provisions of Section C.

D. Preparation Time

All full-time teachers shall have an average minimum (based upon a one [1] month period) of three (3) hours and twenty (20) minutes of unassigned professional time during each five (5) day school week (to be reduced proportionately for school weeks having less than five [5] full days). This amount of unassigned professional time shall be distributed in blocks of a minimum of thirty (30) minutes each, in addition to the time allotted for lunch, during which time they will not be assigned to any other duties. All part-time teachers hired on or after July 1, 1996 shall receive proportionate unassigned professional time based upon their part-time FTE status. This is to be calculated using the method found in Appendix D. See special requirements for the teachers of Distance Learning and AP classes under Subsection H, below.

The number of instructional periods for a teacher should not exceed six (6) on average per day per scheduling cycle. For the purposes of scheduling assignments, AIS/RTI shall be considered as instructional periods.

- ** If at the request of the District, a teacher is assigned more than six (6) assignments, said teacher shall be compensated at one-sixth (1/6) of his/her pro-rated base salary. The decision may be appealed to the Superintendent of Schools.
- ** If, at the request of the teacher, and by mutual agreement with the District, a teacher accepts more than six (6) assignments, there will be no additional compensation to the teacher. Said agreement between the teacher and the District shall be made by January 1 and will be only for the duration of the following school year.

** The above language shall become effective on July 1, 2002.

- If at the request of the District, a teacher is directed/or volunteers to provide substitute coverage, such teacher shall be compensated at twenty dollars (\$20) per coverage. Providing this coverage will not take away from a teacher's preparation time. Teachers will provide documentation of coverage in accordance with form Appendix E. Compensation for providing such coverage will be made in accordance to the extra-curricular payment schedule.

E. Proper Dismissal Procedures

1. If a teacher/teaching assistant or registered professional nurse is to be disciplined or discharged, it shall be done within the framework of the New York State Education Laws or applicable Civil Service Laws respectively. This agreement is with the understanding that the employees subject to Civil Service Laws have attained enough seniority to have Section 75 rights.
2. No member of the bargaining unit will be disciplined or dismissed for arbitrary or capricious reason. Such action will be based upon factual evidence.

F. Reduction In Force – Layoff

In the event of a reduction in staff, the Superintendent shall, within the limitation of New York State Education Law, make every effort to provide professional assignment for those teachers whose performance has been satisfactory.

G. Personnel Files

Members of the bargaining unit shall have access to their individual personnel files, subject to the following conditions:

1. The member of the bargaining unit must make an appointment to examine the contents of his/her file with the Superintendent or his/her designee.
2. All pre-employment data and documents, including references, shall be excluded from such an examination, and will be removed prior to the employee's review.
3. The employee may be accompanied by a representative, and the review shall take place in the presence of the Superintendent of Schools or his/her designee.
4. The employee shall be entitled to a copy of any document in his/her file, excluding the documents listed in paragraph 2 above, at his/her cost, upon making a written request. A charge of twenty-five cents (25¢) per copy will be paid by the employee.
5. The employee may submit a written statement within thirty (30) school days, to be attached to any document in his/her personnel file. Once submitted, the written statement shall become a permanent part of his/her personnel file.
6. The member of the bargaining unit will be afforded an opportunity to sign documents being placed in his/her file with the understanding that the signature in no way indicates agreement with the contents of the document, but only that he/she acknowledges its inclusion in his/her file. Refusal to sign will be documented in the presence of a witness and entered into the personnel file along with the original document.

H. Distance Learning

The teaching of Distance Learning classes shall be voluntary but in no instance less than one (1) full school year. The decision to teach Distance Learning must be made by March 1 for the following school year. Teachers so volunteering for the Distance Learning Programs will be trained prior to the start of the first class. The Distance Learning Program is intended to enhance program offerings and not to reduce the size of the bargaining unit or replace staff.

Teachers who have Distance Learning/Advanced Placement assignments shall receive an additional two (2) planning periods per course, per school week. In any case, no teacher shall receive more than a total of four (4) additional planning periods per week as a result of these assignments.

This language shall not apply to online college courses.

1. The District and the Association acknowledge the School District has a legal responsibility to provide "mentoring" as a result of the passage of Section 3012-c of Education Law and the Rules of the Board of Regents as contained within 8 NYCRR §30-2;

1. The Parties further agree that a need for mentoring above and beyond that called for in Section 3012-c of Education Law and the Rules of the Board of Regents as contained within 8 NYCRR ¶30-2 may occasionally arise;
2. The Parties therefore agree and consent to the following with respect to the compensation of those teachers selected as mentors;
 - a. Teachers assigned to mentor newly hired teachers (individuals who have not been granted tenure before and are in their first year of employment with the district) will be compensated at the rate of 2% of the base salary of a newly hired (per mentee) teacher, as found in Article III – Salary and Financial Arrangements, Section G per year.

(Example: 2014-2015 School Year – # of Mentees x 2% x \$43,850)
 - b. Teachers assigned to mentor experienced teachers (new to the Trumansburg Central School District and have been granted tenure elsewhere) will be compensated at the rate of 1% of the base salary of a newly hired (per mentee) teacher, as found in Article III – Salary and Financial Arrangements, Section G per year.

(Example: 2014-2015 School Year – # of Mentees x 1% x \$43,850)
 - c. Nurses assigned to mentor newly hired Nurses will be compensated at the rate of 2.7% of the base salary of a newly hired Nurse, as found in Article III – Salary and Financial Arrangements, Section F item b. per year.
 - d. Nurses assigned to mentor experienced nurses (new to the Trumansburg Central School District and have previously been employed in the role at another district) will be compensated at the rate of 1.4% of the base salary of a newly hired nurse), as found in Article III – Salary and Financial Arrangements, Section F item b. per year.

ARTICLE XI – EVALUATION

A. Applicability

Classroom teachers covered by the Annual Professional Performance Review (APPR) Plan as required in section 3012-d of the Education Law and the Rules of the Board of Regents as contained within 8 NYCRR ¶30-2, shall be evaluated in accordance with the agreed upon APPR plan, which is attached to this agreement as Appendix F. Nothing in this Agreement shall supersede any provision of the agreed upon APPR plan.

All other unit members shall be evaluated in accordance with the language found in B., below, except Nurses, whose evaluation process can be found in C., below.

B. Evaluation for Unit Members not Subject to 3012-d of Education Law

1. Process

All unit members not subject to APPR shall be evaluated. The evaluation shall have as its primary purpose the determining of the unit member's performance and continued development.

Unit members shall have a minimum of two (2) observations per year, one (1) announced and one (1) unannounced. One observation of a unit member will be completed during the first school semester. The second observation of a unit member will be completed by May 15.

These minimum observations will be done by an administrator. Unit members can request administrative evaluation. Other observations will be at the discretion of the administration.

2. Post-Observation Conferences and Written Evaluation

Formal observations will have post-observation conferences within ten (10) school days of the observation. Following that conference the unit member will receive a written report within seven (7) school days giving strengths, weaknesses and recommendations. This report will also clearly state whether performance is satisfactory or unsatisfactory.

A written report is to be signed by both the evaluator and the unit member at the post-evaluation conference.

Unit member signature does not indicate agreement with the evaluation, but indicates he/she has seen a copy of the report.

3. Summative Evaluation

After all observations of the unit member have been completed, the administrator shall give the unit member a final summative evaluation prior to the end of the school year.

4. Response

The unit member will be given the opportunity to attach comments to the summative evaluation prior to such becoming a part of the personnel record.

5. Joint Review Committee

The District and the Association shall put together a joint review committee for the purpose of discussing new or alternative evaluation procedures for unit members not subject to APPR. The committee shall consist of three (3) to four (4) District representatives and three (3) to four (4) Association representatives. After the committee has come to a consensus, they shall make their recommendations to negotiations teams, for review.

C. Nurse Evaluation

1. The performance of a registered professional nurse is critical to the safety and health of administrators, teachers, support staff and children of the School District. The evaluation of registered professional nurses is a serious obligation for the School District.

Registered professional nurses are entitled to continuing, objective appraisal of their performance, to assist them in their improvement and success.

2. In light of the foregoing the purpose of evaluations will be to improve job performance and to provide positive assistance and support.
 - a. At least once each year, each registered professional nurse will receive a written evaluation of his/her job performance. First year employees shall have a follow-up conference. All other employees may have a follow-up conference at the request of the employee or the request of the supervisor.
 - b. Registered professional nurses will receive a copy of all evaluations and will be given the opportunity to sign the document and attach written comments, all of which will be placed in their personnel file. The employee's signature acknowledges receipt of the document and not agreement with its contents.
 - c. Disciplinary action shall be based on material contained in the registered professional nurses' personnel file except in the case of gross misconduct or insubordination.

ARTICLE XII – ASSOCIATION RIGHTS

A. Maintenance of Standards

The Superintendent and the Association agree to continue to work cooperatively toward the improvement of the quality of education in the District.

B. Use of School Facilities by the Association

The Association will have the right to use school buildings without cost at reasonable times of the day or evening for its meetings and other business, provided that such use will not conflict with the previously scheduled school events. After school meetings may take place with the knowledge and consent of the Building Principal. Evening meetings will require submittal of the standard building use forms.

C. Non-Teaching Duties

The Board and the Association 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. Non-professional duties will be minimized and will be eliminated as practicable.

- D.** The Board shall make available whatever budgetary information is in existence and reasonably available with respect to past years and the upcoming fiscal year. The Association shall receive written notice of the day of the month on which regular Board meetings shall be held. Any time the Board agrees on a special meeting (twenty-four [24] hours or more in advance) reasonable efforts shall be made to notify the Association President or his/her designee. The agenda for any regular meeting shall be provided at the same time as provided Board members and the minutes of prior meetings (regular and special) shall be sent to the Association.

- E.** The Trumansburg Teachers Association President shall have one (1) additional unassigned period when possible. He/She shall not be responsible for supervisory duties. Association business shall not infringe upon preparation and/or instructional time.

ARTICLE XIII – GRIEVANCE PROCEDURE

A. Definition

1. A ***grievance*** is a claim by an aggrieved bargaining unit member or group of aggrieved bargaining unit members that there has been a violation of the provisions of this Agreement.
2. The term, ***Supervisor***, shall mean any Department Chairperson, Principal, Assistant Principal, immediate superior, or other administrator or supervisory officer responsible for the area in which an alleged grievance arises except for the Chief School Officer.
3. The ***Chief School Officer*** is the Superintendent.
4. ***Association*** shall mean Trumansburg Teachers Association.
5. ***Aggrieved Party*** shall mean any person or group of persons in the negotiating unit filing a grievance.
6. ***Party in Interest*** shall mean the Grievance Committee of the Association and any party name in a grievance that is not the aggrieved party.
7. ***Grievance Committee*** is the committee created and constituted by the Trumansburg Teachers Association.
8. ***Hearing Officer*** shall mean any individual or board charged with the duty of rendering decisions at any stage of the grievance hereunder.

B. Procedure

1. All grievances shall include the name and position of the aggrieved party, the identity of the provision of this Agreement involved in said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the general statement of the nature of the grievance, and the redress sought by the aggrieved party.
2. Except for informal decisions in Stage 1 (C.5.a. following), all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be promptly transmitted to the bargaining unit member and the Association.
3. The preparation and processing of grievances shall be conducted during non-working hours.
4. If a grievance affects a group of bargaining unit members in all three (3) buildings, it may be submitted by the Association directly at Stage 2 as described hereafter.
5. The Board and the Association agree to facilitate any investigation, which may be required, and to make available all material and relevant documents, communications and records concerning the alleged grievance.
6. Except as otherwise provided in C. 5., Stages 1, 2, and 3, an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross-examine any witness called against him/her, to testify and to call witnesses in his/her own

behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of the grievance procedure.

7. The grievance form is found in Appendix A of this Agreement.
8. Nothing contained herein shall be construed as limiting the right of any bargaining unit member having a grievance to discuss the matter informally with any appropriate member of the administration and having his/her grievance adjusted without the intervention of the Association, provided that the adjustment is not inconsistent with the terms of this Agreement. The Association shall have the opportunity to be present and to state its views at any level in the grievance procedure beyond Stage 1.
9. All grievance proceedings will be kept separate from personnel files.

C. Time Limits

1. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite this process. The time limits specified for either party may be extended only by mutual agreement.
2. A grievance must be initiated within thirty (30) school days from the date that the grievant had or should have had knowledge of the alleged violation of the provisions of this Agreement; otherwise, the grievant shall be deemed to have waived his/her right to process the complaint.
3. If a decision at one stage is not appealed to the next stage of the procedure within the time limit to appeal as specified, the grievance will be deemed to be discontinued and further appeal of this grievance under this Agreement, will be barred.
4. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his/her representatives, and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time limit which would have been allocated had the decision been communicated by the final day.

D. Stage 1 – Supervisor

1. An aggrieved party having a grievance will discuss it with his/her Supervisor, either directly or through a representative, with the objective of resolving the matter informally. If the aggrieved party submits the grievance through a representative, the aggrieved party may be present during the discussion of the grievance.
2. If the grievance is not resolved informally, it shall be reduced to writing and presented to the Supervisor within five (5) school days of the informal discussion with the aggrieved parties' Supervisor. Within five (5) school days after the written grievance is presented to him/her, the Supervisor shall render a decision thereon, in writing, and present it to the aggrieved party, his/her representative, and the Association.

E. Stage 2 – Superintendent

1. If the aggrieved party initiating the grievance and/or the Association is not satisfied with the written decision at the conclusion of Stage 1, a written appeal of the decision may be filed with the Chief School Officer within five (5) school days after the aggrieved party

has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.

2. Within five (5) school days after receipt of the appeal, the Superintendent, or his/her duly authorized representative shall hold a hearing with the aggrieved party, his/her representative, and all other parties in interest.
3. The Superintendent shall render a decision in writing to the bargaining unit member, his/her representative, and the Association within five (5) school days after the conclusion of the hearing.

F. Stage 3 – Board of Education

1. If the aggrieved party is not satisfied with the decision at Stage 2, the aggrieved party may file an appeal in writing with the Board of Education within five (5) school days after receiving the decision at Stage 2.
2. Within twenty (20) school days after receipt of an appeal, the Board shall hold a hearing on the grievance. The hearing shall be conducted in Executive Session.
3. Within five (5) school days after the conclusion of the hearing, the Board shall render a decision in writing on the grievance.

G. Stage 4 – Arbitration

1. After such hearing, the Association may submit the grievance to arbitration by written notice to the Board within five (5) school days of the decision at Stage 3.
2. Within five (5) school days after such written notice of submission, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
3. The arbitrator's decision will be in writing and will set forth his/her findings, reasoning, and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall have no power to alter, add to, or detract from the provisions of this Agreement.

Furthermore, the arbitrator shall have no power merely to substitute his/her judgment for that of the Superintendent or the Board on any matter calling for the exercise of discretionary judgment by the Superintendent or the Board.

4. If the District is found in violation of the contract by the arbitrator, the District shall be responsible for all the costs for the services of the arbitrator, including expenses, if any. If the District is not found in violation, all costs for the services of the arbitrator, including expenses, if any, shall be the responsibility of the Association.

ARTICLE XIV – CONDITIONS OF EMPLOYMENT

A. Emergency School Closing

1. The staff will be dismissed by the Superintendent in instances where the closing is announced after the beginning of the school day. The Superintendent will not unreasonably hold the staff in this instance. However, if the closing is due to non-weather related factors, the Superintendent may, in his/her discretion, have bargaining unit members remain until the end of the regular school day for educational purposes, including workshops, planning and meeting sessions, and the provision for tutorials for students who can be available.
2. On days of emergency closings, educational activities will occur only with the consent of the Building Administrator responsible for such activities.

B. Open House

Teachers/teaching assistants and nurses shall be expected to attend their building Open House. The appropriate Building Administrator may authorize an absence in appropriate circumstances.

C. Paydays

1. Prior to the close of the school year, the Association President and Business Manager will meet to determine payroll days for the following school year.
2. When a scheduled payday falls during a vacation, the pay when possible, will be distributed on the last scheduled day preceding the vacation.
3. Bargaining unit members will be paid on a bi-weekly basis in twenty-one (21) or twenty-six (26) equal installments from the first payroll (for ten [10] month staff) in September until the final (for ten [10] month staff) payroll in June. It is understood by both parties that the number of installments may deviate from the afore-mentioned numbers due to state payroll regulations. Unit members opting for twenty-six (26) pays in the next school year must submit a written request to the business office by June 15. Unit members requesting 26 pays will receive the balance of their salary as a lump sum payment on the day of the last payroll distribution in June.
4. A unit member who works an eleven (11) or twelve (12) month schedule will be paid on a per diem basis on normal pay dates for July and August.

D. After School Meetings

The parties recognize that because of conflicting schedules and heretofore irregular provision for staff and other school meetings, it has often been difficult to arrange such meetings at times convenient to all. Accordingly, it is agreed that one (1) hour immediately following the close of the scheduled instruction, two (2) days per week, Mondays and Wednesdays, will be designated "meeting time", and except in unusual circumstances, no other District events may be scheduled at such times unless in scheduling of these events due provision is made for canceling them if a staff or other school meeting is called for such time. A calendar of those meetings will be generated and distributed by the district no later than September 15th of the school year. Teachers/teaching assistants are expected to remain after student dismissal to fulfill their professional obligations, which shall include but not be limited to student and parent needs. Teachers/teaching assistants may be excused for valid reasons.

The fourth Wednesday of each month (after school) is designated for Association business meetings.

E. Length of the Workday

1. The teaching day for all full-time professional staff members shall begin at 7:45 a.m.
2. The time between 7:45 a.m. and 8:00 a.m. as well as 2:45 p.m. and 3:00 p.m. is provided for the primary purpose of supervision of students.
3. The time between 8:00 a.m. and 2:45 p.m. is provided primarily for staff instructional responsibilities.
4. If a teacher is required to report earlier than 7:45 a.m., a commensurate length of time will be reduced at the end of the day.
5. On Tuesdays and Thursdays, teachers shall be required to stay until 3:30 p.m.
6. On Fridays and day preceding holidays and vacations, the school day for teachers will end at 3:00 p.m.
7. Any employee who receives prior permission from their Building Principal may leave at times other than those indicated above.
8. The teaching day for employees receiving additional compensation (Article III, A.2.) will be 7:45 a.m. to 4:00 p.m. with the recognition of the need for professional flexibility in collaboration with the Principal.
9. Registered professional nurses will be provided one (1) period of duty free lunch each day between 10:15 a.m. and 1:00 p.m.

ARTICLE XV – LONGEVITY AWARD

A. The Trumansburg Central School District recognizes the educational value of having an experienced staff. It is not the District's intent by the provisions of Article XV to encourage senior staff members to leave its employ.

1. Provisions

For the provisions of Article XV, the following conditions are stipulated:

- a. The teacher must have been employed by the Trumansburg Central School District for at least fifteen (15) full years, exclusive of time off for maternity/paternity, sabbatical, or other long-term leave.
- b. Only full years of service to the Trumansburg Central School District will be counted toward qualification criteria for this award.
- c. The qualifying teacher agrees to provide the District with any New York State Teachers' Retirement System information that verifies the number of years that the teacher has been employed. This information will determine the total number

of full years of service to be used for the computation of the award under this Section.

- d. A qualifying teacher may take advantage of the provisions of Article XV only at the conclusion of a semester. The qualifying teacher will indicate in writing to the Superintendent of Schools, his/her intention to leave the District at least three (3) months before the end of the semester.
- e. No employee may qualify for this award if:
 1. He/She leaves the Trumansburg Central School District and begins (at any time) another position covered by the provisions of the New York State Teachers' Retirement System. Any violation of this provision will require the former employee to repay the cost of the award to the Trumansburg Central School District immediately.

OR
 2. He/She is dismissed from the Trumansburg Central School District pursuant to the provisions of the Education Law of New York State or other judicial authority.

OR
 3. He/She resigns from the Trumansburg Central School District in lieu of the filing of charges or other disciplinary action.
- f. The Superintendent reserves the sole authority to waive any or all non-monetary provisions of Article XV when he/she deems it in the best interest of the District.

2. Computation of the Longevity Award

The longevity award will be made to the employee in a lump sum (minus applicable taxes and deductions) not later than two (2) months (or other mutually agreeable time) following the last date of employment with the District. Calculation will be made as follows:

- a. Salary (including base, graduate hours, in-service, master's degree, and career increment only) for the current full year or previous full year times one and one-half percent (1.5%) times the number of full years of service (as verified through the New York State Teachers' Retirement System).

Example:

Teacher with 24 years of service to Trumansburg and 4 years of service elsewhere, with a 1986-1987 salary of \$31,500:

$$\$31,500 \times 1.5\% \times 28 = \$13,230 \text{ (longevity award)}$$

- b. In addition to the longevity award, bargaining unit members who surpass two hundred twenty (220) accumulated days of sick leave shall receive their per diem rate (one two hundredths [$1/200^{\text{th}}$] of their salary) for earned sick days beyond

two hundred twenty (220) and below two hundred forty-five (245). Upon retirement, the District will calculate the cash value of these days.

3. Other Provisions

- a. No provisions of Article XV will prohibit any teacher from serving as a per diem substitute teacher for the District.
- b. The maximum total award granted under Article XV will be thirty thousand dollars (\$30,000).
- c. Upon retirement, retirees will have their longevity award deposited into a 403(b) account of their own choice in accordance with the provisions of Article III – Salary and Financial Arrangements, Section D. In the event the amount of the longevity award distribution would cause the employee to exceed IRC (Internal Revenue Code) maximum contribution limits, the employer agrees to remit such excess amount on the first business day of the calendar year(s) following retirement to the 403(b) program in accordance with the maximum contribution limits under the IRC.

In the event of the death of a retired bargaining unit member, who has not received full payment of their longevity reward, the remaining portion of the longevity award will be distributed to the estate of such deceased person.

ARTICLE XVI – FLEXIBLE SPENDING PLAN

The District agrees to pay the cost for the set up of the Flexible Spending Plan from EBS Benefit Solutions (or its general equivalent). The District shall pay the monthly employee charge for this plan.

ARTICLE XVII – MISCELLANEOUS

A. Board Policy Distribution

The Trumansburg Teachers Association President and Trumansburg Teachers Association board representative shall receive copies of all board policies as they are adopted. In addition, their policy book may be submitted for updating annually.

B. Individual Agreement

Any individual arrangement, agreement or contract between the Board and an individual bargaining unit member, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement; and any individual arrangement, agreement or contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent Agreements to be executed by the parties. If an individual arrangement, agreement, or contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

C. Savings Clause

If any provision of this Agreement or any application of the Agreement to any bargaining unit member or group of bargaining unit members shall be found contrary to law, then such provision

or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

D. Copies of Agreement

Copies of this Agreement shall be duplicated at the expense of the Board and given to all bargaining unit members now employed or hereafter employed by the Superintendent within approximately two (2) weeks after its execution.

E. 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 XVIII – MANAGEMENT RIGHTS

It is agreed that rights not specifically granted to bargaining unit members or the Association by this Agreement remain vested in the Board of Education and the administration of the District. It is further agreed that the Superintendent and the administration retain the right to take any actions and to enact any policies or regulations to operate the School District so long as such actions do not unilaterally modify items specifically granted in this Agreement, during the life of this Agreement.


ARTICLE XIX – DURATION OF AGREEMENT

This Agreement except as provided otherwise, shall be effective as of July 1, 2015, and shall continue in effect through June 30, 2020.

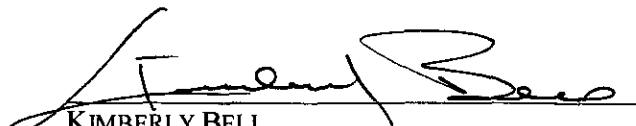
IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their respective officers.

TRUMANSBURG TEACHERS ASSOCIATION

TRUMANSBURG CENTRAL SCHOOL DISTRICT



HARLAN HASTINGS
ASSOCIATION PRESIDENT



KIMBERLY BELL
SUPERINTENDENT OF SCHOOLS

Date 5/30/18

Date 5/30/18

APPENDIX A – GRIEVANCE FORM

Date _____

Aggrieved Party _____

Position _____

Article and Section of Contract _____

Nature of Grievance _____

Redress Sought _____

Signed by Employee

Signed for the Association

Administration Reply _____

Date

Supervisor Signature

Fill out and distribute to: Supervisor; Grievance Chairperson; Employee

APPENDIX B – REQUEST FOR PERSONAL OR RELIGIOUS LEAVE

Building _____

Position _____

Name _____

Date Submitted _____

A. Personal Leave

Religious Leave

Full Day
OR

Half Day

a.m. OR p.m.

Date(s) _____

Approved

Denied

Supervisor _____

Date _____

cc: Employee

SUPERVISOR: Please forward to the Superintendent's Office for action if the time requested serves to extend a school holiday or vacation.

Approved

Denied

Comment _____

Superintendent _____

Date _____

cc: Supervisor
Personnel

PER-3

APPENDIX C – APPLICATION FOR SABBATICAL LEAVE

TO: Superintendent of Schools

FROM:

Name

Home Address

School

Home Telephone

Grade or Department

As per Section V.B.2. of the Agreement between the Superintendent of Schools and the Trumansburg Teachers' Association, I hereby request sabbatical leave for the period

_____ TO _____

I understand that each part of the current Agreement relating to sabbatical leaves applies to the leave I am requesting.

I agree that, in the event of my failure to return to employment at Trumansburg Central School, or my voluntary resignation there from before two (2) years after the termination of my sabbatical leave, I will repay the amount of the gross pay, plus retirement costs, social security, and health insurance paid to or for me for such leave, repayment to be made in equal installments over a period of not more than five (5) years, or in my discretion, in a single lump sum.

Employee Signature _____

Date Submitted _____

Date of initial employment in the District _____

Has your employment been continuous? _____

If not, please indicate dates and reasons for interruption of employment.

Note: Please review Article V carefully. Attach additional pages to meet the intent of V.D.1.

APPENDIX D – FULL-TIME EQUIVALENT STATUS DETERMINATION

Actual Full-Time Employee Schedule

	Start	End	Daily		Total Minutes
Monday	7:45 a.m.	3:00 p.m.	7 hrs + 15 min		435
Tuesday	7:45 a.m.	3:30 p.m.	7 hrs + 45 min		465
Wednesday	7:45 a.m.	3:00 p.m.	7 hrs + 15 min		435
Thursday	7:45 a.m.	3:30 p.m.	7 hrs + 45 min		465
Friday	7:45 a.m.	3:00 p.m.	7 hrs + 15 min		435
	(1.0 FTE)	Total/week =	37 hrs + 15 min =		FTE
	(1.0 FTE)	Average/day =	7 hrs + 30 min =	447	1.00
	(1.0 FTE)	Prep/week =	3 hrs + 20 min =	200	
		Lunch =	2 hrs + 30 min =	150	

Actual Part-Time Employee Schedule

	Start	End	Hours + Minutes	Other Start	Other End	Minutes	Total Minutes
Monday	9:30 a.m.	1:30 p.m.	4:00	2:45 p.m.	4:45 p.m.	2:00	360
Tuesday	9:30 a.m.	1:30 p.m.	4:00	NA	NA	0	240
Wednesday	9:30 a.m.	1:30 p.m.	4:00	2:45 p.m.	4:45 p.m.	2:00	360
Thursday	9:30 a.m.	1:30 p.m.	4:00	NA	NA	0	240
Friday	9:30 a.m.	1:30 p.m.	4:00	2:45 p.m.	4:45 p.m.	2:00	360
			20:00			6:00	1560
			Prep/week =		1.0 FTE	200	140
			Lunch =		1.0 FTE	150	105
							1804

Resolved between Principal and staff member: Faculty meetings, Tuesday/Thursday after school time, open houses.

APPENDIX E – APPLICATION FOR SUBSTITUTE COVERAGE COMPENSATION

TO: BUILDING PRINCIPAL

FROM: _____
Name

Home Address

Home Telephone

School

Grade or Department

As per Article X – Professional Policy, D. Preparation Time, of the Agreement between the Superintendent of Schools and the Trumansburg Teachers Association, I hereby request compensation for providing substitute coverage on:

_____ for _____
Date Period(s)

I understand that by performing this task I will be compensated at twenty dollars (\$20) per coverage. Pursuant to the Collective Bargaining Agreement, a coverage will be considered a standard period of up to and including forty-one (41) minutes.

I affirm that I provided this coverage at the request and direction of the District and agree that the compensation I receive for providing such coverage will be made in accordance to the extra-curricular payment schedule.

Employee Signature

Date Submitted

APPENDIX F – ANNUAL PROFESSIONAL PERFORMANCE REVIEW (APPR) AGREEMENT

MEMORANDUM OF AGREEMENT

Between The

TRUMANSBURG TEACHERS ASSOCIATION

And The

TRUMANSBURG CENTRAL SCHOOL DISTRICT

Annual Professional Performance Review Plan (APPR) Agreement

This Memorandum of Agreement is made by and between Michael McGuire, Superintendent of Schools, on behalf of the Trumansburg Central School District (“District”) and Lynn Boruchowitz, Association President, on behalf of the Trumansburg Teachers’ Association (“Association”), shall become effective upon signing by the Parties and approval by the Board of Education.

WHEREAS, the District and the Association have discussed the matter together and with their respective representatives, and mutually agree to enter into this Agreement regarding the Parties’ Annual Professional Performance Review (“APPR”) Plan,

IT IS AGREED as follows:

1. During the 2012-2013 school year, the Parties reached a Memorandum of Agreement on an APPR Plan as required in Section 3012-c of Education Law and the Rules of the Board of Regents as contained within 8 NYCRR §30-2 and subsequently agreed the terms of that Agreement would become a part of the Parties’ Collective Bargaining Agreement.
2. Thereafter, the APPR Plan and all of its provisions were implemented during the remainder of the 2012-2013 school year.
3. Thereafter, the Parties made changes to the said APPR Plan prior to the start of the 2013-2014 school year.
4. Anticipating further modifications will be made to the APPR Plan in the future; the Parties have reconsidered their decision to place the document into the Collective Bargaining Agreement.
5. Therefore, hereafter the Parties agree as follows:

a. The actual APPR Plan will not be placed into the contract; however it will become a part of the Collective Bargaining Agreement by reference;

b. Future modifications to the APPR Plan which are the subject of collective negotiations will not take place until the Parties have reached mutual agreement regarding such changes;

c. The inclusion of elements in the APPR which are not required subjects of negotiations shall not constitute a waiver of the right of the Superintendent of Schools and the Board of Education to: (1) decline to negotiate such elements and/or to make unilateral decisions and changes with respect to such elements;

d. Should the provisions of Education Law Section 3012-c, its amendments and implementing rules and regulations be repealed or modified so that the APPR Plan is no longer required or is voluntary the Parties agree to convene and negotiate a new procedure for the evaluation of staff ;

e. Copies of the current mutually agreed upon APPR Plan will be made available to employees upon request;

f. A copy of this Memorandum of Agreement will become a part of the Appendix of the Collective Bargaining Agreement.


6. This Memorandum of Agreement represents the entire understanding between the Parties regarding the subject covered, and may not be modified except in writing signed by both Parties.

7. If any portion of this Memorandum of Agreement is deemed to be contrary to law, then such portion shall be deemed to be invalid, but all other portions of the Memorandum of Agreement shall continue in full force and effect. As to those portions declared to be contrary to law, the Association and the District shall promptly meet and alter those portions in order to conform, to the closest extent possible, to the original intent of the Parties.

NOT WITHSTANDING THE AFORESAID THE PARTIES AGREE;

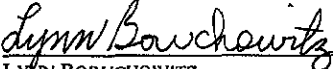
All other terms and conditions of employment in effect in the Collective Bargaining Agreement dated July 1, 2011 through June 30, 2015, will remain in full force and effect until the successful completion of bargaining for a successor Agreement in accordance with the New York State Labor Relations Act (Taylor Law).

FOR THE DISTRICT



MICHAEL MCGUIRE
Superintendent of Schools
Trumansburg Central School District

12/16/2013
Date

FOR THE ASSOCIATION


LYNN BORUCHOWITZ
Association President
Trumansburg Teachers' Association

12/16/2013
Date


FRANK ROSSI
Board of Education President
Trumansburg Central School District

12.16.13
Date

APPENDIX G - SICK DAY BANK

This letter is to inform you that the Sick Day Bank has been depleted to a balance of forty (40) or fewer days. As per Article VIII.D.2 of the Collective Bargaining Agreement between the Association and the District, all current members of the Sick Day Bank will be assessed one (1) sick day to replenish the Bank. Tenured teachers may donate up to a maximum of six (6) days toward the replenishment. If you are a tenured teacher and wish to donate additional days, please include the number of days below, sign this letter, and return it to the District Office.

I wish to donate _____ (max 6) days of sick time to the Sick Day Bank.

Signed: _____

Date: _____