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Trumansburg Central School District
And Trumansburg Teachers Assn

SD/TA

**AGREEMENT
BETWEEN
THE**

SUPERINTENDENT OF SCHOOLS

of the

TRUMANSBURG CENTRAL SCHOOL DISTRICT

and the

TRUMANSBURG TEACHERS ASSOCIATION

July 1, 2001 - June 30, 2004

RECEIVED

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

126

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THIS AGREEMENT

Made this 10th day of January, 2002, 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 1

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, Part-time Dean of Students, the Athletic Director, substitutes covering the leaves of teachers and the Computer Coordinator. Not covered by this agreement are the following:

- Superintendent of Schools
- Director of Instructional Services
- Director of Pupil Personnel Services
- Business Manager
- Building Principals
- BOCES employees
- Supervisor of Transportation
- Supervisor of School Lunch
- Superintendent of Buildings and Grounds
- Daily (per diem) Substitutes
- Support personnel
- Full-time Dean of Students (See MOA 6/26/01)

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 teachers in the negotiating unit of dues in the amount to be designated by the Association for each member, such deduction to remain in effect until written notice of withdrawal from the Association or teacher is received.

The total dues deduction shall be based on the full time equivalency (FTE) of the teacher, except that those hired at .50 or less FTE will pay the Active Half-Time membership dues as established by the NEA and NEA/NY or at .51 or greater FTE will pay the Active Full-Time membership dues as established by the NEA and NEA/NY.

Teacher authorizations shall be in writing to be kept on file with the Secretary of the Association (in the office of the Association) with a duplicate copy filed in the District Office. Should the notification of withdrawal come directly from the teacher, the Association President 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 teachers 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 biweekly rate as in B.2., from the remainder of the successive salary checks.
4. The Superintendent shall, at the end of each pay period, transmit the amount so deducted to the Association.
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 2 AND ARTICLE 3

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, 2004, 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, and 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 1986-89 contract negotiations, teachers may not be on the Step (letter) which corresponds to their actual years of service. All returning unit members shall be advanced one step on the schedule for each succeeding year of this agreement, consistent with Board of Education Policy GCBA.
A unit member who has a less than 1 F.T.E. appointment will receive a salary inclusive of eligible Base, Graduate Hours/approved Inservice Hours, Master's Degree, Career Increment monies on a pro-rated basis. The total of these salary sources will be multiplied by the F.T.E. to generate this pro-rated salary.
2. Additional differential compensation will be given to Psychologists, Guidance Counselors, Dean of Students, Athletic Director and the Computer Coordinator for additional job time and responsibility.

a. Psychologist and Guidance Counselor	= + 10%
b. Athletic Director	= + 10%
c. Dean of Students (part-time)	= + 10%
d. Computer Coordinator	= + 10%

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

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

ARTICLE 3 CONTINUED

3. Additional compensation will be given to the Psychologists, Guidance Counselors, Dean of Students and Athletic Director for up to 20 days of approved work performed from the close of school in June until the opening of school in September. For the Computer Coordinator up to 40 additional days are given to be used throughout the school year and summer. The daily rate of pay will equal 1/200 of the sum of the:
 - Base Salary
 - Graduate Hours/approved Inservice Hours
 - Master's Degree
 - Career Increment
 - Differential Compensation (See A.2.)
4. Each returning teacher shall receive an individual statement indicating salary, years of experience, years in the District, step, hours beyond bachelors, and personal days used in the previous year, and total accumulated to the present, 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 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 salary step increase (consistent with Board of Education Policy GCBA), an employee covered by this agreement must actually work for one 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.

C. Summer School Salary

Beginning in 1995-96, \$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.

	+5%	+6%	+5.25%
Summer School Payment	2001/02	2002/03	2003/04
Those starting in 1995/96	\$20.87	\$22.12	\$23.28
Those starting in 1996/97	\$20.21	\$21.42	\$22.55
Those starting in 1997/98	\$19.57	\$20.75	\$21.84
Those starting in 1998/99	\$18.79	\$19.92	\$20.97
Those starting in 1999/00	\$18.04	\$19.13	\$20.13
Those starting in 2000/01	\$17.33	\$18.36	\$19.33
Those starting in 2001/02	\$16.50	\$17.49	\$18.41
Those starting in 2002/03		\$16.50	\$17.37
Those starting in 2003/04			\$16.50

ARTICLE 3 CONTINUED

D. Tax Sheltered Annuity

1. The District will allow any unit employees to participate in a "Tax Sheltered Annuity" plan as provided by the Internal Revenue Code and upon due and proper notice from the employee, will assume the necessary procedures for payroll withholding and transfer of money withheld to the proper company or companies involved.
2. After January 1, 1992, any new tax sheltered annuity requested by an employee must have at least 10 employees requesting the TSA. If the number of requesting employees is less than, or drops below 10, each requesting employee will be charged \$2.50 per month.

Deductions for current TSA plans will continue to be honored. All TSA's in effect before January 1, 1992 are to be grandfathered from the provision of paragraph III.D.2. TSA's currently in effect are listed below:

- | | |
|-------------------------------|------------------------------|
| - Aetna | - Massachusetts Mutual |
| - Confidential Planning Corp. | - Massachusetts Mutual VA |
| - Employee Benefit Account | - Metropolitan |
| - Equitable Life | - Money Management Unlimited |
| - Farm Family Life Insurance | - Oppenheimer Global Fund |
| - Fidelity Management Trust | - Penn Mutual Life Ins. Co. |
| - Guardian Insurance | - Prudential |
| - IDS Life of New York | - Travelers Insurance Co. |

E. Credit Union

The Superintendent will allow any of its employees to participate in the Cornell Federal Credit Union and upon due and proper notice from the employee, will assume necessary procedures for payroll withholding and transfer of money withheld.

F. Inservice Education Credits for Continuing Education

1.
 - a. The Superintendent encourages participation in selective inservice educational programs that will lead to improvement of the teacher in the performance of his/her instructional responsibilities. Teachers interested in an inservice course must obtain prior approval from their immediate supervisor and the Superintendent of Schools.
 - b. One unit of credit will be granted for each fifteen (15) clock hours of approved inservice classroom instruction.
 - c. A salary adjustment of thirty-five dollars (\$35.00) per hour will be given, upon verification of participation and successful completion of the approved inservice course work. Approved inservice work taken after July 1, 1998 will be paid at fifty dollars (\$50.00) per hour.
2. With prior approval of their immediate supervisor and the Superintendent of Schools, teachers may enroll in work-related courses or inservice training programs at BOCES, at no cost to the employee. Inservice units of credit will not be extended to the teacher if fees, stipends, or salary for the time spent in the course have been paid by the District.

ARTICLE 3 CONTINUED

G. Salary Calculation

1. THE BASE SALARY SCHEDULE SHALL BE:

For **2001-02**, the sum of all teacher base salaries employed as of May 1, 2001, will be multiplied by 5% to generate the total increase for **2001-02**. This new amount will be divided equally among the teaching staff as of May 1, 2001 (on a full time equivalent basis) so that each returning teacher will receive the same dollar increase in salary (including increment) for **2001-02**. For **2001-2002** each returning teacher will receive a base salary increase (including increment) of **\$1,920**. See printed salary schedule on the next page.

For **2002-2003** each returning teacher will receive a base salary increase (including increment) of 6%. See printed salary schedule on the next page.

For **2003-04**, the sum of all teacher base salaries employed as of May 1, 2003, will be multiplied by 5.25% to generate the total increase for **2003-04**. This new amount will be divided equally among the teaching staff as of May 1, 2003 (on a full time equivalent basis) so that each returning teacher will receive the same dollar increase in salary (including increment) for **2003-04**. A new salary schedule will be generated.

- 3. All continuing members represented by the agreement will receive compensation, in addition to the Base salary, as follows:**
- a. \$35 for each Graduate Hour or approved Inservice Hour* taken before July 1, 1998. Graduate hours or approved Inservice Hours earned after July 1, 1998 shall be paid at \$50*.
 - b. As of July 1, 1998, a unit member 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.
 - c. \$300 for a MS/MA* received before July 1, 1998. Teachers receiving a MS/MA* after July 1, 1998 shall receive \$400.
 - d. \$900 for a Career Increment at the start of the 25th year.

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

- a. 100% pf the rate of submitted prior to September 30
- b. 50% pf the rate of submitted before February 28, for the current year and 100% for each year thereafter.

ARTICLE 3 CONTINUED

H. Salary Schedules

2001-2002		2002-2003		2003-2004	
STEP	BASE SALARY	STEP	BASE SALARY	STEP	BASE SALARY
A	30,884	A	32,142	A	tba
B	31,445	B	32,737	B	tba
C	32,005	C	33,331	C	tba
D	32,566	D	33,926	D	tba
E	33,127	E	34,520	E	tba
F	33,688	F	35,115	F	tba
G	34,249	G	35,709	G	tba
H	34,810	H	36,303	H	tba
I	35,371	I	36,899	I	tba
J	35,932	J	37,494	J	tba
K	36,318	K	38,088	K	tba
L	36,840	L	38,497	L	tba
M	37,931	M	39,050	M	tba
N	39,067	N	40,207	N	tba
O	40,258	O	41,411	O	tba
P	41,451	P	42,673	P	tba
Q	42,642	Q	43,938	Q	tba
R	43,869	R	45,201	R	tba
S	45,100	S	46,501	S	tba
T	46,330	T	47,806	T	tba
U	47,561	U	49,110	U	tba
V	48,790	V	50,415	V	tba
W	50,022	W	51,718	W	tba
X	51,252	X	53,023	X	tba
Y	52,482	Y	54,327	Y	tba
Z	53,713	Z	55,631	Z	tba
Z-1	54,942	Z-1	56,936	Z-1	tba
Z-2	56,171	Z-2	58,238	Z-2	tba
Z-3	57,402	Z-3	59,541	Z-3	tba
-	-	Z-4	60,846	Z-4	tba
-	-	-	-	Z-5	tba

ARTICLE 4

ARTICLE IV --- EXTRA-CURRICULAR PAY SCHEDULE

A. Policy Agreement

1. The assignment of all teachers to an extra-curricular duty will be completed with the mutual consent of the teacher and the building administrator involved. Building administrators will recommend to the Superintendent those persons considered to be the most capable of carrying out the duties and responsibilities associated with each position. Every reasonable effort shall be made by building administrators to appoint qualified district employees to extra-curricular positions before soliciting any outside applications.
2. The purpose of posting all extra-curricular positions is to allow sufficient time for any interested member of this unit to contemplate applying for a position.
3. All extra-curricular positions shall be posted annually, by June 1, and acted upon by the Board of Education after budget approval by the voters.
4. 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 on the first staff day in September and remain posted for four school days.
5. It is understood by both parties that unusual circumstances may force the Superintendent to alter subsections 2, 3, and 4 above.
6. A notice of this appointment will be sent to the employee as soon as possible after the official Board action.
7. a. 2001-02 - Each point will be valued at .0071 of the starting base salary. For 2001-02 this value is \$219.27 (.0071 x 30,884) and shall be recalculated annually thereafter.
2002-03 - Each point will be valued at .0071 of the starting base salary. For 2002-03 this value is \$228.81 (.0071 x 32,142) and shall be recalculated annually thereafter.
2003-04 - Each point will be valued at .0071 of the starting base salary. For 2003-04 this value is \$tba (.0071 x tba) and shall be recalculated annually thereafter.
- b. A longevity increment of \$4.00 per point per year (up to ten years) will be added after the first completed year in the extra-curricular assignment. No previous longevity credit will be given unless the employee has served in the same specific activity as the one currently proposed.
- c. If one or more extra-curricular positions can not 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.
8. 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.
9. Official State/Trumansburg starting dates and the last league contest will be used to determine the length of seasons for all interscholastic teams. These dates will be posted annually, before the opening of school, or as soon after as they are available. This posting is the responsibility of the administration.
10. There shall be no tenure with these positions.

ARTICLE 4 CONTINUED

B. Extra-Curricular Assignments - ADVISORS

ACTIVITY	BLDG.	LEVEL	PTS.
Class Advisor (2)	HS	9	1 each
Class Advisor (2)	HS	10	1 each
Class Advisor (2)	HS	11	4 each
Class Advisor (2)	HS	12	4 each
Model UN - Max of 2 conferences	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
Varsity	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
Marching Band	HS/MS	Multiple	6
Color Guard	HS/MS	Multiple	4
NHS	HS	Multiple	1
Newspaper [min. 8 publications]	MS	Multiple	8
Pianist	ES	Multiple	1/event
S.A.D.D. Advisor	HS	Multiple	6
Student Council	ES	3 - 5	6
Student Council	MS	Multiple	6
Student Council	HS	Multiple	6
Yearbook			
Director	HS	Multiple	10
Assistant	HS	Multiple	8
Director	MS	Multiple	12

ACTIVITY	BLDG.	LEVEL	PTS.
Program Coordinators			
English/Language Arts	ES	Multiple	5
	MS	Multiple	5
	HS	Multiple	5
Mathematics	ES	Multiple	5
	MS	Multiple	5
	HS	Multiple	5
Science	ES	Multiple	5
	MS	Multiple	5
	HS	Multiple	5
Social Studies	ES	Multiple	5
	MS	Multiple	5
	HS	Multiple	5
Physical Education	ES/MS/HS	Multiple	5
Music	ES/MS/HS	Multiple	5
Reading	ES/MS/HS	Multiple	5
Art	ES/MS/HS	Multiple	5
Program Coordinator	ES	Grade K	5
Program Coordinator	ES	Grade 1	5
Program Coordinator	ES	Grade 2	5
Program Coordinator	ES	Grade 3	5
Program Coordinator	ES	Grade 4	5
Team Leader	MS	Grade 5	9
Team Leader	MS	Grade 6	9
Team Leader	MS	Grade 7	9
Team Leader	MS	Grade 8	10
AV Aide	ES	Multiple	4
AV Aide	MS	Multiple	10
AV Aide	HS	Multiple	11

Ticket seller/Chaperone (home activities), bus chaperone, timers and score keepers shall be paid at \$40 per event.

** Number of drama productions required for awarding of 10 points will be decided annually by high school principal and superintendent of schools

ARTICLE 4 CONTINUED

C. Extra-Curricular Assignments - ATHLETICS

Athletic Assignments – Fall / Winter / Spring

FALL SEASON			
ACTIVITY	BLDG.	LEVEL	PTS.
Football (Boys)			
Varsity	HS	Multiple	++
Junior Varsity	HS	Multiple	++
Assistant (2)	HS	Multiple	++
Modified	MS	Multiple	7
Cheerleading (Girls)			
Football (Varsity)	HS	Multiple	++
Cross Country (Coed)			
Varsity (2)	HS		++
Modified	MS		7
Soccer (Boys)			
Varsity	HS	Multiple	++
Junior Varsity	HS	Multiple	++
Modified	MS	Multiple	7
Soccer (Girls)			
Varsity	HS	Multiple	++
Junior Varsity	HS	Multiple	++
Modified	MS	Multiple	7
Tennis (Girls)			
Varsity	HS	Multiple	++
Volleyball (Girls)			
Varsity	HS	Multiple	++
Junior Varsity	HS	Multiple	++

WINTER SEASON			
ACTIVITY	BLDG.	LEVEL	PTS.
Basketball (Boys)			
Varsity	HS	Multiple	++
Junior Varsity	HS	Multiple	++
Modified	MS	Multiple	7
Basketball (Girls)			
Varsity	HS	Multiple	++
Junior Varsity	HS	Multiple	++
Modified	HS	Multiple	7
Cheerleading (Girls)			
B'ball (Varsity)	HS	Multiple	++
B'ball (Junior Varsity)	MS	Multiple	++
Volleyball (Girls)			
Modified	MS	Multiple	7
Winter Track (Coed)			
Varsity (3)	HS		++
Wrestling (Boys)			
Varsity	HS	Multiple	++
Assistant	HS	Multiple	++
Modified	MS	Multiple	7
Bowling (Coed)			
Varsity	HS	Multiple	++

SPRING SEASON			
ACTIVITY	BLDG.	LEVEL	PTS.
Baseball (Boys)			
Varsity	HS	Multiple	++
Junior Varsity	HS	Multiple	++
Modified	MS	Multiple	7
Softball (Girls)			
Varsity	HS	Multiple	++
Junior Varsity	HS	Multiple	++
Modified	HS	Multiple	7
Golf (Coed)			
Varsity	HS	Multiple	++
Tennis (Boys)			
Varsity	HS	Multiple	++
Modified	MS	Multiple	7
Track			
Varsity (Boys) (2)	HS	Multiple	++
Varsity (Girls) (2)	HS	Multiple	++
Modified	MS	Multiple	7

For Modified sports and winter track, a second coach will be made available if the total number of participants exceeds 25 at the conclusion of the first week of practice.

++Actual points for coaching assignments will be determined as outlined in IV.C.

**Bowling will be paid at rate of 1/2 of a point for the length of the season as determined in IV.C.

ARTICLE 4 CONTINUED

D. Payment for Coaching Duties

1. The payment system will hinge primarily on the length of an athletic season as determined by the Athletic Director, High School Principal, and Superintendent of Schools.
2. The Athletic Director, High School Principal and Superintendent will annually calculate the actual length of a sports season in full weeks (3 days or more will constitute a full week). This calculation will be available for any coach to see and will follow I.A.C. starting and ending dates with the exception of Golf and Football Cheerleading.
3. The Varsity level coach will be given a number of points equal to the length of the season, plus 1 point. The Assistant/J.V. coach will be given 2 points less than the Varsity level coach. The bowling coach will be paid at rate of $\frac{1}{2}$ of a point for the length of the season as determined in 1 above.
4. The Modified level coaches will be given 7 points for their assignment. 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.
5. If approved, a coach requesting a shorter season will receive a point less for each week where the season was shortened. This provision is an individual one and has no bearing on other coaches as stipulated in No. 3.
6. A coach will be given an additional point for each week of post-season competition his/her team is involved in. 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. Payment due to any coach for post-season play will be made as soon as is practicable after the conclusion of the season.
7. Since football has traditionally used a double-session concept for 2 weeks during the summer, these coaches will receive an additional 2 points above the formula explained in No. 3. If no double session is, in fact, conducted this provision will not be effective.
8. The Varsity Soccer Coach and Varsity Volleyball Coach will receive 1 additional point for 1 week of double session practices. If this is not needed or conducted, this provision will not be effective.

ARTICLE 4 CONTINUED

E. Extra-Curricular Coach/Advisor Pay Schedules

1. 2001-2002

PER POINT: $.0071 \times$ Base Starting Salary for 2001-2002 = \$ 219.27

PER POINT: $.0071 \times 30,884 = \$219.27$

PER YEAR OF EXPERIENCE: \$4

	0 yrs.	1 yr.	2 yrs.	3 yrs.	4 yrs.	5 yrs.	6 yrs.	7 yrs.	8 yrs.	9 yrs.	10 yrs.
1 pt.	219	223	227	231	235	239	243	247	251	255	259
2 pts.	439	447	455	463	471	479	487	495	503	511	519
3 pts.	658	670	682	694	706	718	730	742	754	766	778
4 pts.	877	893	909	925	941	957	973	989	1005	1021	1037
5 pts.	1096	1116	1136	1156	1176	1196	1216	1236	1256	1276	1296
6 pts.	1316	1340	1364	1388	1412	1436	1460	1484	1508	1532	1556
7 pts.	1535	1563	1591	1619	1647	1675	1703	1731	1759	1787	1815
8 pts.	1754	1786	1818	1850	1882	1914	1946	1978	2010	2042	2074
9 pts.	1973	2009	2045	2081	2117	2153	2189	2225	2261	2297	2333
10 pts.	2193	2233	2273	2313	2353	2393	2433	2473	2513	2553	2593
11 pts.	2412	2456	2500	2544	2588	2632	2676	2720	2764	2808	2852
12 pts.	2631	2679	2727	2775	2823	2871	2919	2967	3015	3063	3111
13 pts.	2851	2903	2955	3007	3059	3111	3163	3215	3267	3319	3371
14 pts.	3070	3126	3182	3238	3294	3350	3406	3462	3518	3574	3630
15 pts.	3289	3349	3409	3469	3529	3589	3649	3709	3769	3829	3889

2. 2002-2003

PER POINT: $.0071 \times$ Base Starting Salary for 2002-2003 = \$ 228.81

PER POINT: $.0071 \times 32,142 = \$228.81$

PER YEAR OF EXPERIENCE: \$4

	0 yrs.	1 yr.	2 yrs.	3 yrs.	4 yrs.	5 yrs.	6 yrs.	7 yrs.	8 yrs.	9 yrs.	10 yrs.
1 pt.	228	232	236	240	244	248	252	256	260	264	268
2 pts.	456	464	472	480	488	496	504	512	520	528	536
3 pts.	685	697	709	721	733	745	757	769	781	793	805
4 pts.	913	929	945	961	977	993	1009	1025	1041	1057	1073
5 pts.	1141	1161	1181	1201	1221	1241	1261	1281	1301	1321	1341
6 pts.	1369	1393	1417	1441	1465	1489	1513	1537	1561	1585	1609
7 pts.	1597	1625	1653	1681	1709	1737	1765	1793	1821	1849	1877
8 pts.	1826	1858	1890	1922	1954	1986	2018	2050	2082	2114	2146
9 pts.	2054	2090	2126	2162	2198	2234	2270	2306	2342	2378	2414
10 pts.	2282	2322	2362	2402	2442	2482	2522	2562	2602	2642	2682
11 pts.	2510	2554	2598	2642	2686	2730	2774	2818	2862	2906	2950
12 pts.	2739	2787	2835	2883	2931	2979	3027	3075	3123	3171	3219
13 pts.	2967	3019	3071	3123	3175	3227	3279	3331	3383	3435	3487
14 pts.	3195	3251	3307	3363	3419	3475	3531	3587	3643	3699	3755
15 pts.	3423	3483	3543	3603	3663	3723	3783	3843	3903	3963	4023

ARTICLE 4 CONTINUED AND ARTICLE 5

3. 2003-2004

PER POINT: $.0071 \times$ Base Starting Salary for 2003-2004 = \$ tba

PER POINT: $.0071 \times$ tba = \$tba

PER YEAR OF EXPERIENCE: \$4 Chart to be developed.

ARTICLE V --- LEAVES OF ABSENCE

A. Short-term Leave with Pay

1. Sick Leave

- a. All ten (10) and eleven (11) month teachers 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 teacher not complete the full year, the sick time available will be calculated at a rate of 1.2 days per month. These days may be used for personal illness or injury, or serious injury or illness in the teacher's immediate family.
- 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, or near relative who resides in the same household; or any person with whom the teacher has made his/her home.
- d. Teachers hired for less than ten (10) months will be entitled to 1.2 days sick leave for each month remaining in the school year.
- e. Sick leave may be accumulated to two hundred twenty (220) days.
- f. A doctor's certificate may be required for sick leave absence more than four (4) consecutive days.
- g. At the beginning of each school year, the Superintendent shall cause a written statement to be submitted to each teacher 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 teacher as of the last day of school of the previous school year.
- h. A teacher 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 teacher. 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 teacher's accumulated sick leave. A maximum of four (4) days may be added per year.
- d. Except in extreme emergencies, the teacher 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.

ARTICLE 5 CONTINUED

- e. 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.
- f. A teacher required to attend his/her workers' compensation hearing shall not suffer loss of personal leave.
- g. Any unit member will be granted up to 2 days for religious observance not deducted from the 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. Visiting Days

- a. Up to twelve (12) visiting days, per building, are allowed for teachers to view other school programs.
- b. These shall be reviewed and scheduled (if approved), by the building principal.

4. 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. Mileage will be reimbursed at the Board set rate for personal vehicle use.
- 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. The intent of the Board of Education is to budget sufficient funds to enable teachers to attend workshops and conferences.
- e. 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.

5. Teachers' Association Conference

- a. The Association agrees to pay the cost of substitute teacher, if needed, to replace no more than two (2) delegates to State and National affiliate conferences or conventions, and said delegate/ delegates shall not be charged with the loss of personal day or days.
- b. The Association shall have available up to three (3) additional days for the President and/or his/her designee. The Association shall reimburse the District for the substitute cost, if any, for the additional days.

ARTICLE 5 CONTINUED

B. Long-term Leaves

Leaves of absence without pay may be requested and are subject to approval by the Board of Education.

1. Caregiving Leave

- a. A leave of absence without pay for caregiving shall be granted for a period not to exceed twelve (12) months. One extension, not to exceed one year, may be approved by the Superintendent, provided the employee requests such extension and continues to reside in the area.
- 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 May 1 for return in September and by November 15 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 teacher may not use sick leave for purposes of caring for a newborn child. Sick leave is available only as already provided in 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 or two 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 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.

ARTICLE 5 CONTINUED AND ARTICLE 6

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 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. **Nonperformance**

Once sabbatical leave has commenced, failure to successfully complete the agreed upon sabbatical program due to reasons other than specified in 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 \$1,200 for summer study programs. If approved for participation in the summer study program, the teacher will receive up to \$1,200. 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 inservice 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 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.

ARTICLE 6 CONTINUED AND ARTICLE 7

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

ARTICLE VII --- SUMMER 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 Summer Curriculum Development request shall rest with the Superintendent.

B. Payment

The Superintendent will make available up to \$16,000 for this program. Summer Curriculum Development will be paid at the rate of \$15/hour in 2001-02 and \$19/hour for 2002-03 and 2003/04.

C. Eligibility and Selection of Candidates

1. Any teacher presently employed may apply for the Summer 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 Summer Curriculum Development 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 the following:
 - a. scope/intended outcome
 - b. rationale explaining the need
 - c. estimated number of hours and personnel needed to complete project.

- E. The Superintendent, or his designee will notify the applicant as to the approval/denial by May 25.

ARTICLE 8

ARTICLE VIII --- SICK DAY BANK (SDB)

The purpose of the **SICK DAY BANK (SDB)** is to provide additional sick leave for teachers who have exhausted their accumulated sick leave due to extended illness.

It is understood by the parties that:

1. The employee must have exhausted his/her sick time available before making a request to the **SDB**.
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 **SDB**.
3. The employee may be granted up to 60 sick days from the **SDB** in any one school year (September to June or July to June, in the case of an 11/12 month employee.)
4. If 60 days are used by the employee in any one school year, the employee must return to his or her normal position with the district for a full year (365 calendar days, excepting normal school vacation periods) before making any further request for days of the **SDB**.

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 **SDB**.

- A. All contributions will be voluntary.
- B. Only employees of the bargaining unit who enroll in the **SDB** will be eligible to use the sick leave bank benefits.
- C. The **SDB** 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 **SDB** during the first 45 days after the hire date prescribed by the Board of Education unless waived in writing during this time period. Upon entry into the **SDB**, each person enrolling in the **SDB** will donate two (2) whole days of his or 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 teachers again contributing one (1) day to continue participation in the **SDB**.
 3. Newly hired personnel must notify the District during the first 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. Note: As of 6/30/01, there were 221 days.
- E. A person who terminates participation in the **SDB** will not be able to withdraw the contributed days.
- F. A maximum of sixty (60) days may be drawn by any individual member from the **SDB** each school year.
- G. An employee who exhausts the maximum of 60 individual sick leave days during the school year may not apply to the **SDB** committee for additional days unless the employee returns to his or her normal position with the district a full year (365 calendar days, excepting normal school vacation periods) before making any further request for days of the Sick Day Bank. 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 **SDB** will not have to replace these days except as a regular contributing member of the **SDB**

ARTICLE IX --- HEALTH INSURANCE

A. Health Insurance

1. The New York State Blue Cross/Blue Shield of Central New York program (or its general equivalent) providing ninety percent (90%) of the cost of individual coverage by the Board, and eighty-five percent (85%) of the cost for dependent coverage by the Board will be continued. Employees' percentages of the cost for dependent coverage will be paid by the use of the 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.
2. In 2001-02, the Health Insurance program will include a benefit for a prescription drug plan which requires a \$6 co-payment by the employee for brand name products and a \$1 co-payment for generic equivalent products. For 2002-03 and 2003-04, the prescription drug plan will be offered with a \$10 co-payment by the employee for brand name products and \$0 co-payment for generic equivalent products.
3. In 1999-00 the district's health insurance plan will be available to same-sex domestic partners. A legal declaration of such an arrangement must be filed with the City of Ithaca Clerk and the Trumansburg Central School District Personnel Office before any access to health insurance is allowed. Other State and Federal mandated documents as required by the Plan Carrier must be submitted to the district before health insurance is allowed.
4. A part time teacher 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 I.

B. Dental Insurance

1. Dental Insurance shall be provided under the current Blue Cross/Blue Shield Schedule A Basic Plan with Supplemental Basic Rider, or its general equivalent. Effective July 1, 2003 the District shall offer the BC/BS Schedule B Basic Plan
2. One hundred percent (100%) of the premium for individual coverage and seventy five percent (75%) of the premium for dependent coverage shall be paid by the District. Effective July 1, 2003 the contribution rate will be ninety percent (90%) of the premium for individual coverage and seventy percent (70%) of the premium for the dependent coverage paid by the District.
3. The employee's percentage of the cost for dependent coverage will be paid by the use of payroll deduction.
4. A part time teacher 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 I.
5. Beginning in 2001-02, the District's dental insurance plan will be available to same-sex domestic partners. A legal declaration of such an arrangement must be filed with the City of Ithaca Clerk and the Trumansburg Central School District Personnel Office before any access to dental insurance is allowed. Other State and Federal mandated documents as required by the Plan Carrier must be submitted to the district before dental insurance is allowed.

C. When an employee has exhausted his/her accumulated 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. The District agrees to pay 50% of the cost of individual coverage for eligible retirees and 35% of the cost of dependent coverage for eligible dependents.

ARTICLE 9 CONTINUED AND ARTICLE 10

- 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 teacher may have a physical examination every three 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 year physical examination. Examinations will be paid for by the District if done by one of the school's examining physicians.
- H. Where both a husband and wife are employed by the District, the District will pay one hundred percent (100%) of the family premium for one spouse, provided the other spouse waives health insurance for a specified time of at least one year. In the event that both husband and wife thereafter request insurance coverage, premiums will be paid under the provisions of paragraph A of this Article. This section does not apply to dental insurance.

ARTICLE X --- PROFESSIONAL POLICY

A. Appointment

1. Appointment to tenure will be based on a probationary experience of not more than three (3) years in the Trumansburg District. Tenure area appointments will be determined by the Superintendent if the teacher has experience in more than one tenure area.
2. Teachers 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.
3. Those teachers appointed to probationary appointments prior to August 1, 1975, shall have probationary and tenure areas in the following groups; (a) Kindergarten - Grade 6, (b) Secondary Academic Grades 7-12, (c) Special - Art, Music, Home Economics, Industrial Arts, Nurse-Teacher, Physical Education, Reading Specialist, and Librarian. Those appointed to probationary appointment after August 1, 1975, shall have probationary and tenure areas as specified in the New York Education Law and the Rules of the Board of Regents in effect at the time of appointment.

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 this paragraph does not mean changing one individual student from one level to another level.)
4. A teacher 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.

ARTICLE 10 CONTINUED

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 fourteen (14) 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 I. See special requirements for the teachers of Distance Learning and AP classes under subsection H, below.

The number of assignments for a teacher should not exceed six (6) on average per day per scheduling cycle.

- **If at the request of the district, a teacher is assigned more than six (6) assignments, said teacher shall be compensated at 1/6 of his/her prorated 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 1st and will be only for the duration of the following school year.

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

E. Proper Dismissal Procedures

1. If a teacher is to be disciplined or discharged, it shall be done within the framework of the New York State Education Laws.
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.

ARTICLE 10 CONTINUED AND ARTICLE 11

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 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.

ARTICLE XI --- TEACHER EVALUATION

(Teacher as identified in Article I, Section A)

The purpose of this evaluation system is to improve instruction, the quality of school programs, and teacher self-image. The teachers and administrators of the Trumansburg Central School District have a common obligation to improve the methods of teaching, to accomplish goals of educational value, and to establish a sound learning atmosphere for the student. It is intended to provide an atmosphere of fairness, mutual trust, and understanding, and to be unambiguous in nature. It should relate to those essential functions that contribute to a positive student learning environment. It is intended to be flexible and adaptable to educational innovations and changes in our educational system. Allowance must be made for creativity and individuality in teachers' methods of educating children.

Evaluation encompasses more than mere judgment of quality, or rating, or of adequacy. It provides a basis for decision-making. The performance of a teacher is crucial to the learning process. The evaluation of teachers is one of the most serious obligations of educational supervisors. Teachers are entitled to continuing, objective appraisal, to assistance in improving their performance and to recognition of their success. Supervisors must provide their objectivity to the teachers. This requires a high degree of candor. The teacher as a professional expects and demands such objectivity.

Appendix C contains the evaluation form used for this Article.

ARTICLE 11 CONTINUED

Formative evaluation enables supervisors to identify

- (a) deficiencies in performance so that with guidance and support the deficiencies can be corrected, and
- (b) strengths, so that these may be reinforced.

Summative evaluation sums up the results; it does not necessarily suggest a decision. Mere labeling of the level of performance is insufficient.

Goals of Teacher Evaluation

A teacher is responsible for many things. These vary with grade level, subject area, and administrative structure.

Since an exhaustive listing of duties is impractical and cannot be meaningfully applied to all teachers, the use of observation scales and checklists solely is inequitable and inadequate.

An evaluation is a judgmental statement normally based on multiple observations of professional performance. A variety of assessment tools and techniques can be used. It should be stated in the context of the teacher's specific assignment, background, and any extenuating circumstances.

To this end, the supervisor should prepare a narrative evaluation statement that should touch on some aspect(s) of the following:

Lesson preparation: Continuity, clarity, relevancy of assignment, appropriateness of content or level, variety of presentation, adequacy, incorporation of available media, coordination with school curriculum, evaluative techniques, age appropriate content knowledge, et cetera.

Instructional Practice: Voice, courtesy, pace, formative evaluation ("feedback"), flexibility, readiness of students, use of resources, interaction with students, classroom management, et cetera.

Student Assessment: Demonstrates assessment techniques based on appropriate learning standards designed to measure students' progress in learning.

Professional Growth: Working toward permanent certification, service on professional committees, cooperation with colleagues in planning, development of teaching tools/technologies, materials methodology, awareness of new developments/content within the profession, stimulating colleagues to improve performance, et cetera.

General: Paperwork – report cards, reports, attendance, safety practices, appearance, courtesy, flexibility, cooperation, collaborative relations with staff, students, parents and caregivers, promptness, attendance, availability to students, supervisor, and public relations, reaction to constructive criticism, responsibility for materials, facilities, et cetera.

ARTICLE 11 CONTINUED AND ARTICLE 12

Guidelines for the Evaluator

- A. The building administrator of a non-tenured (including cover leave staff of ≥ 5 FTE) teacher in the District shall:**
1. Within the first four (4) weeks of a school year, in a scheduled conference with each teacher, jointly establish specific goals in teaching performance for the teacher to work toward during that year. These could include attainment of new skills, overcoming specific deficiencies, developing new methods, et cetera.
 2. Regularly observe the teacher early in the year for varying lengths of time to identify strengths and deficiencies.
 3. Informally discuss the findings with the teacher and provide guidance and assistance in overcoming deficiencies and reinforcing strengths.
 4. Explore additional resources for the teacher's assistance if the deficiencies remain.
 5. Provide a minimum of two (2) written evaluation reports as follows:
 - a. a formative evaluation shall be done no later than December 15 of each year,
 - b. a summative evaluation shall be done no later than June 1 of each year.
- B. The building administrator for all tenured teachers shall:**
1. Within the first eight (8) weeks of a school year, in a scheduled conference with each teacher, establish specific goals in teaching performance for the teacher to work toward during that year. These could include attainment of new skills, overcoming specific deficiencies, developing new methods, et cetera.
 2. Regularly observe the teacher's performance in the classroom for varying lengths of time.
 3. Assist in evaluation of innovative practices.
 4. Provide objective and constructive oral criticism of classroom and out-of-classroom performance.
 5. Provide assistance in overcoming deficient performance.
 6. Provide a written evaluation report every year. Such evaluations shall be generated by the Friday before the final workday of the school year.
- C.** For all of the above classifications, each written evaluative report shall be discussed with the individual teacher who shall sign it to indicate that he/she has read the report. He/She may enter his own written comments also. One copy of each shall be provided to the teacher, the Superintendent, and the building administrator.
- D.** Additional observations and evaluative reports may be done by the Superintendent, building administrators, and the Director of Instructional Services.

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 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.

ARTICLE 12 CONTINUED AND ARTICLE 13

- 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 hours or more in advance) reasonable efforts shall be made to notify the Association President or his or 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 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 teacher or group of aggrieved teachers that there has been a violation of the provisions of this Agreement.
- 2. The term, Supervisor, shall mean any department chairman, 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 Central School 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 named 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 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 teacher 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 teachers in all three 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 witnesses called against him, to testify and to call witnesses in his 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.

ARTICLE 13 CONTINUED

8. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having his 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) days of the alleged violation of the provisions of this Agreement; otherwise, the grievant shall be deemed to have waived his 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 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 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) 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 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 duly authorized representative shall hold a hearing with the aggrieved party, his representative, and all other parties in interest.
3. The Superintendent shall render a decision in writing to the teacher, 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.

ARTICLE 13 CONTINUED AND ARTICLE 14

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 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 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 discretion, have teachers 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 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. Teachers will be paid in 21 equal installments from the first payroll (for 10 month staff) in September until the final (for 10 month staff) payroll in June.
4. A unit member who works an 11 or 12 month schedule will be paid on a per diem basis on normal pay dates for July and August.

ARTICLE 14 CONTINUED AND ARTICLE 15

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 hour immediately following the close of the scheduled instruction, one day per week, 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. Teachers 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 may be excused for valid reasons.

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

E. Length of the Work Day

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 days 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.

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 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 NYS 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 months before the end of the semester.

ARTICLE 15 CONTINUED

- 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 NYS 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 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 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, inservice, master's degree, and career increment only) for the current full year or previous full year times 1.5% times the number of full years of service (as verified through the NYSTRS).

Example: Teacher with 24 years of service to Trumansburg and four years of service elsewhere, with a 1986-87 salary of \$31,500:

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

- b. Any teacher having reached 200 (220, effective 7/1/2004) accumulated sick days shall additionally receive their per diem rate (1/200) for any accumulated sick days beyond 200 and below 217 (220 and below 237, effective 7/1/2004).

3. Health Insurance for Employees Age 52-55

- a. If an employee meets all of the criteria previously stated and is within three years of retirement according to the rules of the New York State Teachers' Retirement System, he/she may elect to take the longevity award and pay 100% (family and/or individual) of the Health Insurance premium offered by the District.
- b. At age 55, the employee would qualify for retiree Health Insurance benefits as provided to other retirees under Board policy or contract.
- c. If the employee uses the provision stipulated in 3.a. above, it is with the full knowledge that he/she is not to be considered employed by the district in any manner during this time period.

4. Health Insurance for Employees less than age 52

- a. If an employee meets all of the criteria previously stated in Article XV, with the exception of 3, he/she may elect to take the longevity award and pay 100% (family and/or individual) of the Health Insurance premium offered by the District for a maximum of one year after leaving the District's employ.
- b. The employee will not be eligible for any Health Insurance from the District after the one year period indicated in 4.a. above.
- c. The employee will not qualify for retiree Health Insurance when he/she reaches age 55.

ARTICLE 15 CONTINUED, ARTICLE 16 AND ARTICLE 17

5. Other Provisions

- a. Health Insurance under Article XV 3 and 4 is deemed to be a non-monetary provision subject to 1.f. above.
- b. No provision of Article XV will prohibit any teacher from serving as a per diem substitute teacher for this district.
- c. The maximum total award granted under Article XV will be \$25,000.

ARTICLE XVI --- FLEXIBLE SPENDING PLAN

The District agrees to pay the cost for the set-up of the "Best Flex" flexible spending plan from BC & S Associates, (or its general equivalent). The employee will pay the estimated monthly charge for participation within the plan for 1991-92. Thereafter, 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 teacher, 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 TEACHER OR GROUP OF TEACHERS 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 teachers now employed or hereafter employed by the Superintendent within approximately two weeks after its execution. An additional fifty (50) copies will be provided to the Association President.

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 teachers 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 shall be effective as of July 1, 2001, and shall continue in effect through June 30, 2004.

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

Trumansburg Teachers' Association

Superintendent of Schools



Harlan R. Hastings, PRESIDENT



John A. Delaney, SUPERINTENDENT

1/10/02
DATE

1-10-02
DATE

APPENDIX A

APPENDIX A --- GRIEVANCE FORM

Date: _____

Aggrieved Party _____

Position _____

Article and Section of Contract _____

Nature of Grievance _____

Redress Sought _____

Signed _____
Employee

Signed _____
For the Association

Administration Reply _____

Date _____

Supervisor Signature _____

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

APPENDIX B

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

APPENDIX C --- TEACHER EVALUATION FORM

Teacher: _____ Supervisor: _____

Date(s) of Observation: _____

Summative Evaluation Formative Evaluation

Non-Tenured Tenured ≥ .5 FTE Cover leave Substitute

I. Areas of Responsibility:

II. General Comments:

III. Conclusions and Recommendations:

The signature of the teacher indicates only that the teacher has read the report and does not necessarily indicate agreement with its contents. Written comments may be added to this evaluation if received by the Superintendent not later than 30 calendar days after date of receipt of the evaluation.

Teacher: _____

Supervisor: _____

Date: _____

Date: _____

APPENDIX D

APPENDIX D --- APPLICATION FOR SABBATICAL LEAVE

TO: Superintendent of School

FROM:

Name

Home Address

School

Home Phone

Grade or Dept.

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 annual 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.

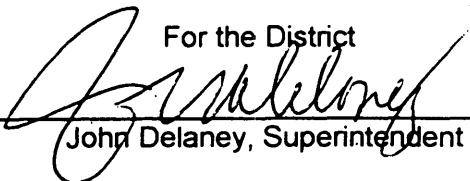
MEMORANDUM OF AGREEMENT --- Full Time Dean of Students

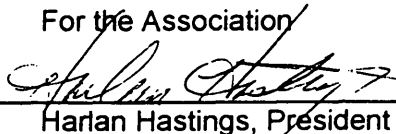
This Memorandum of Agreement is made by and is between John Delaney, Superintendent, on behalf of the Trumansburg Central School District (hereinafter the "District"), and Harlan Hastings, President, on behalf of the Trumansburg Teachers' Association (hereinafter the "Association"). Notwithstanding any rights the Association may have under the terms of the collective bargaining agreement between the District and the Association or bargaining rights the Association may have under §204 or any other section of the Taylor Law, the Association freely agrees to waive the foregoing rights as it pertains to the following.

1. The District, at its unilateral option, may recruit and hire a non-bargaining unit member to serve as the full-time Dean of Students. The District, at its unilateral discretion, can determine the terms and conditions of employment, wages and benefits for this position.
2. The District and Association agree and understand that this Memorandum of Agreement applies to the full-time Dean of Students only and does not apply to a teacher who also serves as a part-time Dean of Students. This teacher/part-time Dean of Students position is covered under the parties' collective bargaining agreement.

Consistent with and as part of the Memorandum of Agreement the District and Association do hereby agree that at such time when the position of full-time Dean of Students becomes vacant the following applies:

- A. If the District is going to fill a Dean of Students position, it will first post the position as a part-time job for which bargaining unit members may make application.
- B. If there are no applicants or applicants satisfactory to the District, the District may, at its option fill the position of a full-time Dean of Students.
- C. Option A above falls under the terms of the parties' collective bargaining agreement. Option B is exclusive of the terms of the parties' collective bargaining agreement and the District at its unilateral discretion can determine the terms and conditions of employment, wages and benefits for the full-time Dean of Students.

For the District

John Delaney, Superintendent

For the Association

Harlan Hastings, President

Date 6/26/2001
Date

6/26/2001