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#### **Contract Database Metadata Elements**

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**AGREEMENT**  
**BETWEEN**  
**BOARD OF EDUCATION, YORKTOWN CENTRAL SCHOOL DISTRICT**  
**AND**  
**YORKTOWN ASSOCIATION OF ADMINISTRATORS AND SUPERVISORS**

**JULY 1, 1999 - JUNE 30, 2004**

**RECEIVED**

**MAR 28 2005**

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**



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## ARTICLE I - RECOGNITION

- A. The Board of Education of Yorktown Central School District ("Board") hereby recognizes the Yorktown Association of Administrators and Supervisors ("YAAS" or "Association") as the exclusive employee organization representing the following certified personnel:

High School Principal; Middle School Principal;  
Elementary School Principals; Assistant Principals --  
High School and Middle School; Director of Pupil  
Personnel Services; Director of Guidance/Student  
Services; Administrative Assistant High School;  
Athletic Director

for the purposes of negotiating collectively the determination of the terms and conditions of employment, negotiating collectively the determination of, and administration of grievances arising under, terms and conditions of employment and for the purpose of entering into written agreements in determining such terms and conditions of employment. The period of unchallenged representation will run until seven (7) months prior to June 30, 2004, which is the expiration date of this written Agreement.

- B. This recognition is conditioned upon the aforementioned employee organization having affirmed, and hereby reaffirming, through its officers, that it does not assert the right to strike against any government, or to impose an obligation to conduct, assist or participate in such a strike.
- C. The terms "employee organization", "terms and conditions of employment", "government" and "strike" are for the purpose of this Agreement to have the same definition as that which is given to them by §201 of the New York State Public Employees' Fair Employment Act.
- D. 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.
- E. If any provision of this Agreement or any application of this Agreement to any administrator or supervisor or group of administrators or supervisors 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 and applications shall continue in full force and effect.
- F. This Agreement shall constitute the full and complete commitments by 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.

- G. This Agreement shall supersede any rules, regulations or practices of the board or of the Association or of the employees covered by this Agreement which shall be contrary to or inconsistent with its terms.

## ARTICLE II - EVALUATION

A year-end evaluation of each administrator and supervisor must be completed and filed by July 1 unless the evaluatee's job position for the next school year is in doubt, and in that case the filing date would be April 1. On June 1 the Superintendent shall receive from each administrator or supervisor the major components of the documentation he will require in connection with the evaluation. To support and make valid this evaluation, the following method and timetable will be adhered to:

Using his or her own job description as a basic reference, before September 16 of each year the administrator or supervisor will establish with his or her immediate superior goals and objectives for that school year. Goals and objectives shall be related to overall school activities as well as personal professional development. In the event that there is disagreement between the immediate superior and the administrator or supervisor concerning the establishment of a goal or goals and objective or objectives, the immediate superior's judgment in the matter will prevail.

Prior to the Christmas recess, attainment of the goals and objectives "to date" will be evaluated in a conference between the administrator or supervisor and his or her immediate superior. All evaluations will be summarized in written form and signed by both parties. Any administrator or supervisor whose performance has been deemed unsatisfactory may request a further evaluation of performance "to date" to be accomplished by February 15. The year-end July 1 evaluation (or later, as the case may be, in accordance with the first paragraph above) will be based on the annual goals and objectives, the performance of the duties set forth in the job description held by the administrator or supervisor and the performance of administrative and/or supervisory functions.

Building principals or other administrators shall be responsible for the evaluation of any administrator or supervisor reporting to them except that the evaluation of "overall performance" shall be made by the Superintendent. Building principals or other administrators shall forward their evaluations of administrators or supervisors reporting to them to the Superintendent by June 1 of each year.

Notation of dates and content of all goals and objectives conferences held will be placed in each administrator's or supervisor's folder. Each administrator and supervisor shall receive a copy of all material which is to be placed in his or her folder.

Any adverse evaluation of an administrator's or supervisor's performance filed by the immediate superior may be subject to the grievance procedure herein set forth but only on the grounds of bad faith and/or discrimination.

### **ARTICLE III - ACADEMIC FREEDOM AND RESPONSIBILITY**

The principal is responsible to the Superintendent for the educational program in his or her building. He or she is responsible for cooperating with administrative, supervisory and other personnel in the accomplishment of their work in his or her building.

In order to discharge his or her responsibility, he or she and his or her designee(s) shall consider appropriate curriculum materials and pertinent issues as presented by the professional staff before making his or her recommendations to the Superintendent.

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### **ARTICLE IV - LENGTH OF YEAR**

The work year for administrative or supervisory positions existing as of the date of the execution of this Agreement shall be 11 months except that the work year of the Administrative Assistant High School shall be 10 months.

### **ARTICLE V - PROFESSIONAL COMPENSATION**

1. For the fiscal years 1999-2000 to 2002-2003, salaries for the members of the bargaining unit shall be their 1998/99 base salaries increased by 2.5% each year. For the fiscal year 2003-2004, salaries for the members of the bargaining unit shall be their 2002-2003 base salaries increased by 3.25%. An administrative stipend of an amount up to \$7,500 will be added to the administrators' base salary after the administrator receives tenure and at the beginning of the administrator's fourth year of service. The amount of each individual's stipend will be determined by the Board of Education. A longevity payment of \$2,500 will be added at the beginning of the tenth year, effective September 1, 2000. Additional longevity payments will be added at the beginning of the 15<sup>th</sup> year - \$1,000, at the beginning of the 20<sup>th</sup> year an additional \$1,250, at the beginning of the 25<sup>th</sup> year an additional \$1,250, for a total of \$6,000.
2. If greater or lesser amounts of time are worked than set forth in Article IV, the following fractional determinations shall apply:
  - 10-month employees - 1 month equals 1/10th of base salary.  
1 day equals 1/200ths of base salary.
  - 11-month employees - 1 month equals 1/11th of base salary.  
1 day equals 1/220ths of base salary.

## ARTICLE VI - INSURANCES

### Health Insurance

The Board will pay 100% of the premium for individual and family health insurance in the Putnam/Northern Westchester Health Insurance Plan ("the Plan") which became effective July 1, 1992 or in an H.M.O. If the cost of the H.M.O. is higher than the cost of the Plan then the administrator or supervisor must pay the difference. The Board will pay 50% of the individual plan and 35% of the family plan for retired administrators.

### Welfare Insurance Fund

The Board will pay per administrator or supervisor in each year of this Agreement for the purchase of such benefits as are purchased by the Welfare Insurance Fund of the Yorktown Congress of Teachers for teachers employed by the Board the amount which the Board contributes for each teacher to the Welfare Insurance Fund in that year.

### Life Insurance

The Board will pay 100% of the premium for group term life insurance in the face amount of two and one-half times the administrator's or supervisor's annual salary for each administrator and supervisor, the specific carrier to be determined by the Board.

## ARTICLE VII - PROTECTION OF ADMINISTRATORS AND SUPERVISORS

- A.
1. All YAAS personnel shall be required to report any case of assault on them in connection with their employment to the Superintendent or his representative. The Superintendent or his representative shall acknowledge receipt of such report and shall report this information to the Board.
  2. The alleged assault will be promptly investigated by the Building Principal or his or her designee and the Superintendent or his designee. Subject to the requirements of paragraph 3 below, these two persons shall determine what action shall be taken by the school. This decision will be communicated to the administrator or supervisor concerned.
  3. The Board shall provide legal assistance to an administrator or supervisor, if requested, in connection with any investigation conducted by a competent law enforcement agency or legal medical authority arising out of the assault if such investigation is related to the performance of his or her duties within the scope of his or her employment. This shall be at no cost to the administrator or supervisor.

4. The Board shall have the right to have the administrator or supervisor examined, at no cost to him or her, by a physician designated by the Board for the purpose of establishing the length of time during which the administrator or supervisor is temporarily disabled as a result of the assault from performing his or her duties; and, in the event that there is no adjudication in the appropriate Workers' Compensation proceeding for the period of temporary disability, the opinion of said physician as to the said period shall control.

- B. 1. The Board shall reimburse an administrator or supervisor for:
- a. Any clothing or other personal property damaged or destroyed as the result of an assault suffered in the course of his or her employment; and
  - b. The cost of any medical, surgical or hospital services (over and above the amount of any insurance reimbursement received by said administrator or supervisor) incurred as the result of any assault suffered in the course of his or her employment.
  - c. The foregoing paragraph shall apply in situations where the administrator acted reasonably as determined by the Board.
- C. The Board shall reimburse an administrator or supervisor for clothing or other personal property normally brought into school (or brought into school with permission of the administrator's or supervisor's immediate supervisor) which is damaged or destroyed in the discharge of the administrator's or supervisor's duty up to a limit of \$100 per incident, based on the value of the clothing or personal property.

#### ARTICLE VIII - CONSULTATION PROCEDURE

- A. It is agreed by both parties to utilize on a continuing basis the knowledge and insights of administrators and supervisors in respect to ways and means for the Board to execute its powers and responsibilities under the law in the area of educational policy. The parties believe that a form of continuing consultation between administration and the Association should be devised to permit it to utilize contributions of administrators and supervisors in this area.
- B. The Superintendent and his designees shall meet monthly with representatives of the Association to discuss matters of educational policy, educational practice and conditions of employment of Association members under development or concern. The agenda for such meetings shall be prepared jointly by the president of the Association and the Superintendent.
- C. No abolition of a position of a member of the unit, transfer of a member of the unit or reassignment of duties formerly assigned to another member of the unit shall be recommended by the Superintendent to the Board prior to the Superintendent's consultation with the Association on a proposed action.

## **ARTICLE IX - PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

1. The Board agrees to pay the reasonable expenses (including tuition, fees, meals, lodging and/or transportation) incurred by administrators and supervisors designated to attend inservice training courses, workshops, seminars, conferences or other professional improvement sessions.

All requests must be approved in advance by the Superintendent for reimbursement.

For each fiscal year, the Board will allocate \$10,000 for this purpose.

2. The Board will pay each administrators and supervisor \$400 in each year of this Agreement toward the cost of dues in professional organizations. However, the Board will not reimburse in any year the cost of dues in SAANYS or RASA.

## **ARTICLE X - MEETING ADMINISTRATIVE AND SUPERVISORY RESPONSIBILITIES**

On each administrative and supervisory level, orientation, assistance and guidance shall be provided by fellow colleagues to assist the new administrator or supervisor in performing his or her duties. The Association accepts and recognizes its professional responsibility in raising the standards of performance in this District. The Association shall consult and develop with the Superintendent necessary workshops, seminars and training sessions which are deemed mutually advantageous for administrative or supervisory personnel. The Association shall consult and advise the Superintendent, or his designee, in matters concerning teacher orientation.

## **ARTICLE XI - ENHANCEMENT OF PROFESSIONAL PERFORMANCE**

The Association accepts the responsibility towards continuing the high level of professionalism which currently exists in this District. When rare occasions occur, the Association will initiate the necessary procedure to call to the attention of its members discrepancies of a professional nature. This will be done after consultation with the immediate administrator's or supervisor's superior.

The Superintendent, when he becomes aware of any irregularity which will affect the school system or the Association, shall have the discretion to report such irregularity to the Association through its executive committee.

## ARTICLE XII - SICK LEAVE

- A. Administrators and supervisors shall receive 17 days of sick leave if a 10-month employee, 18 days if an 11-month employee, and 19 days if a 12-month employee as of the first day of each year.
- B. Administrators and supervisors may accumulate sick leave to the following maximums:
  - 10-month employees -- 200 days
  - 11-month employees -- 220 days
  - 12-month employees -- 240 days
- C. There shall be a sick bank for the personal use of administrators or supervisors who are in their fourth year or beyond of employment with the Board who have exhausted their personal sick leave accumulations and who are suffering a long-term medical catastrophe. Paid sick days will be granted to eligible administrators or supervisors out of the bank up to 150 such days a year for the entire bargaining unit, subject to a per person maximum of 75 days a year except that if less than 150 such days have been granted by June 30 and the Association so recommends the Superintendent may grant up to 50 additional days in a special case.
- D. In the event of an absence due to a job-related injury covered by Workers' Compensation, sick leave days used by the administrator or supervisor up to one school year will be restored to him or her after the determination of coverage by the Workers' Compensation Board.

## ARTICLE XIII - TEMPORARY LEAVES OF ABSENCE

Administrators and supervisors will be entitled to the following temporary leaves of absence with pay each school year.

- A. Personal Leave -- The immediate supervisor of the administrator or supervisor shall approve any and all days of personal leave requested.
- B. Death in Immediate Family -- Up to five working days of absence will be allowed for each death in the immediate family of the administrator or supervisor or his or her spouse. An additional five days, deductible from sick leave, may be used in each such case. "Immediate family" shall mean spouse, children, mother, father, sisters, brothers, grandparents or anyone living in the employee's household.
- C. Military Leave -- A maximum of thirteen days per school year for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session.

- D. Jury Duty -- Leave for jury duty with pay shall be granted to the employee provided that he or she remits to the District an amount equal to the amount he or she receives for such jury duty, excluding mileage, provided that in no case may the employee be required to remit an amount in excess of the amount of his or her salary for the period of such leave.
- E. Leaves taken pursuant to this Article are in addition to any sick leave to which an administrator or supervisor is entitled.

#### **ARTICLE XIV - EXTENDED LEAVES OF ABSENCE**

- A. Military leave will be granted to any administrator or supervisor who is inducted into any branch of the armed forces of the United States. Upon return from such leave, an administrator or supervisor will be placed on the salary schedule at the level which he or she would have achieved had he or she remained actively employed in the system during the period of his or her absence.
- B. Maternity or paternity leave of up to 18 months will be granted without pay. Adoption of a child 2 years and under shall constitute grounds for requesting leave under this section. Administrators or supervisors returning from maternity or paternity leave must do so at the beginning of a school year except at the discretion of the Board. Any administrator or supervisor on such leave shall make known to his or her immediate supervisor by April 1 of the preceding school year his or her intention to return.
- C. An administrator or supervisor may be granted a leave of absence, without pay, for one year for health reasons, exclusive of sick leave. A request for such leave must be supported by appropriate medical evidence.
- D.
  - 1. All benefits to which an administrator or supervisor was entitled at the time his or her leave of absence commenced, including unused accumulated sick leave, will be restored to him or her upon his or her return.
  - 2. Upon his or her return from a leave of absence taken pursuant to Sections A and C above, an administrator or supervisor will be assigned to the same position which he or she held at the time said leave commenced, if available, or if not, to an equivalent position. Upon his or her return from a leave of absence taken pursuant to Section B above, an administrator or supervisor will be assigned to the equivalent position which is available at the time of his or her return and for which he or she is qualified.

- E. During a leave of absence without pay, an administrator or supervisor may keep his or her group term life insurance in force by paying the cost of the premium to the District.

#### **ARTICLE XV - RETIREMENT INCENTIVE**

Administrators or supervisors who will be at least age 55 as of the date of their retirement under this Article, who have had 20 years of service in the profession and who give the Board an irrevocable written resignation one year in advance will be entitled to receive a retirement incentive of \$10,000. However, at the time an administrator or supervisor informs the Board of his or her resignation, the administrator or supervisor may specify that he or she waives the payment of \$10,000. In such case the Board will make a payment of \$10,000 to the YCT Welfare Insurance Fund to be used to provide appropriate future benefits to the administrator or supervisor.

#### **ARTICLE XVI - GRIEVANCE PROCEDURE**

1. Purpose

It is the policy of the board and the Association that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not be precedents in a later grievance proceeding.

2. Definitions

- a. A "grievance" is any alleged violation of this Agreement or any dispute with respect to its meaning or application.
- b. An "administrator" or "supervisor" is any person in the unit covered by this Agreement.
- c. An "aggrieved party" is the administrator or supervisor or group of administrators or supervisors who submit a grievance or on whose behalf it is submitted by the Association.

3. Submission of Grievances

- a. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally.
- b. Each grievance shall be submitted in writing on a form approved by the Board and the Association and shall identify the aggrieved party, the

provision of this Agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.

- c. (1) An administrator or supervisor or group of administrators or supervisors may submit grievances which affect them personally and shall submit such grievances to the building principal or their immediate superior.
- (2) The Association may submit any grievance. If it is limited in effect to one school, the grievance shall be submitted to the building principal or immediate superior. Otherwise, it shall be submitted directly to the Superintendent.

#### 4. Grievance Procedure

- a. The building principal or immediate superior shall respond in writing to each grievance received. If an aggrieved party is not satisfied with the response of the building principal or immediate superior or if no response is received within one calendar week after the submission of a grievance, such aggrieved party may submit a copy of the grievance to the Superintendent.
- b. The Superintendent or his designated representative shall, upon request, confer with the aggrieved parties with respect to the grievance and shall deliver to the aggrieved parties a written statement of his position with respect to it no later than two weeks after it is received by him.
- c. In the event the Association or the Board is not satisfied with the statement of the other with respect to a grievance, it may, within fifteen (15) days after receiving the statement, refer the grievance to arbitration by requesting that the American Arbitration Association propose the names of seven (7) arbitrators. A copy of such request shall be forwarded to the Superintendent or the president of the Association.

#### 5. Arbitration

- a. Upon receipt of the names of the proposed arbitrators, a designee of the Superintendent and the Association shall strike names from the list until one ultimately is designated as the arbitrator.
- b. The arbitrator's decision will be in writing and will set forth his or her findings, reasonings 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 submitted to the Board and to the Association and shall be advisory only. The arbitrator shall have no power to alter, add to or detract from the provisions of the Agreement.

- c. The cost for the services of the arbitrator will be borne equally by the Board and the Association.
- d. The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available.

### ARTICLE XVII - DEDUCTIONS

Pursuant to the terms and conditions of the Public Employees' Fair Employment Act, the Board shall deduct from the wages of each administrator and supervisor who has so authorized and directed the Board to do so in writing, and remit to the Association, dues for the following professional organizations:

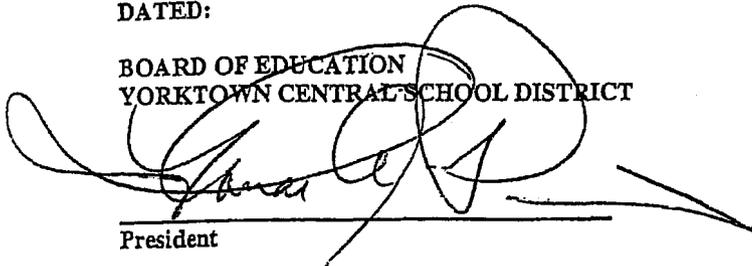
- \_\_\_\_\_ Yorktown Association of Administrators and Supervisors
- \_\_\_\_\_ Westchester County Elementary School Principals Assoc.
- \_\_\_\_\_ School Administrators Association of New York State
- \_\_\_\_\_ National Association of Secondary School Principals
- \_\_\_\_\_ National Association of Elementary School Principals

### ARTICLE XVIII - DURATION OF AGREEMENT

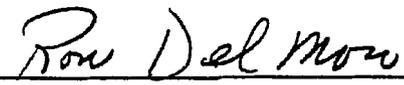
This is a five year contract which constitutes the complete and full agreement of the Board of Education, Yorktown Central School District, and the Yorktown Association of Administrators and Supervisors, and shall be effective as of July 1, 1999 and shall continue in effect through June 30, 2004.

DATED:

BOARD OF EDUCATION  
YORKTOWN CENTRAL SCHOOL DISTRICT

  
\_\_\_\_\_  
President

YORKTOWN ASSOCIATION OF  
ADMINISTRATORS AND SUPERVISORS

  
\_\_\_\_\_  
President

**MEMORANDUM OF AGREEMENT**

IT IS HEREBY AGREED, by and between the Board of Education of the Yorktown Central School District (hereinafter the "District") and the Yorktown Association of Administrators and Supervisors (hereinafter the "Association") that, subject to ratification by the membership of the Board of Education of the District and the membership of the Association, that the following shall constitute the terms and conditions of an extension to the collective bargaining agreement covering the periods July 1, 1999 through July 30, 2003, notwithstanding the terms set forth in said Agreement.

1. Term of Agreement: Amend Article XVIII to delete the present clause and to replace it with the following clause: "This is five year contract which constitutes the complete and full agreement of the Board of Education, Yorktown Central School District, and the Yorktown Association of Administrators and Supervisors and shall be effective as of July 1, 1999 and shall continue in effect through June 30, 2004."

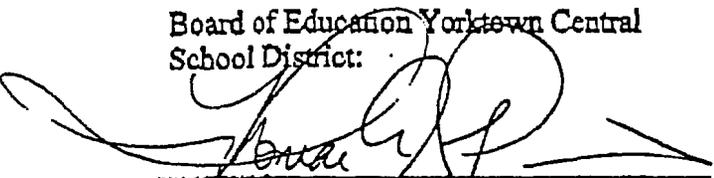
2. Article V, Section 1 shall be amended to add a longevity payment at the beginning of the tenth year of \$2,500 effective September 1, 2000.

3. The provisions of Article V, Section 1, as they relate to base salary shall remain unchanged for the term of July 1, 1999 to June 30, 2003, except that the base salary of John Wells for the year 2000-01 effective September 1, 2000 shall be \$97,532 and the base salary of Joel Feldman for the year 2000-01 effective September 1, 2000 shall be \$97,340, and, thereafter, the salary increases for those bargaining unit members shall be consistent with those set forth in Article V, Section 1.

4. Article V, Section 1 shall be amended to add a second sentence to paragraph 1 which reads "The 2003-04 base salaries will be increased by 3.25%."

Dated: 7/27/2000

Board of Education Yorktown Central School District:

  
\_\_\_\_\_  
President

Yorktown Association of Administrators and Supervisors:

  
\_\_\_\_\_  
President







## MEMORANDUM

**TO:** President YAAS  
**FROM:** Dr. Robert C. Van Zanten  
**RE:** SIDE LETTER OF AGREEMENT  
**DATE:** July 27, 2000

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This letter is written to confirm the understanding reached between YAAS and the District that should the Board of Education create the position of department head, or a similar title, the District shall have the option of placing the title in the recognition clause of the YAAS contract.

Please counter sign this letter of agreement to confirm the Association's agreement to the above terms.

