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357 numbers

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AGREEMENT

Between

BOARD OF EDUCATION OF  
YORKTOWN CENTRAL SCHOOL DISTRICT

And

YORKTOWN CONGRESS OF TEACHERS

September 1, 2006 - August 31, 2010

**RECEIVED**

MAR 10 2006

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD



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**ARTICLE I**  
**PREAMBLE**

In order to effectuate the provisions of Chapter 392 of the Laws of 1967 (The Public Employee's Fair Employment Act), to encourage and increase effective and harmonious working relationships between the Yorktown Board of Education (hereinafter referred to as "the Board") and its professional employees represented by the Yorktown Congress of Teachers (hereinafter referred to as the "YCT"), and insofar as is permitted by law, to enable the professional employees more fully to participate in and contribute to the development of policies for the school district so that the cause of public education may best be served in the Yorktown Central School District,

THIS AGREEMENT IS MADE AND ENTERED INTO ON THIS 22<sup>nd</sup> DAY OF August, 2006, by and between the Board and the YCT and shall be effective per Article XXX.

**ARTICLE II**  
**RECOGNITION**

- A. The Board of Education of Yorktown Central School District hereby recognizes the Yorktown Congress of Teachers as the exclusive employee organization representing all certified personnel, including social workers and the Athletic Director, except the Superintendent, Assistant Superintendent for Personnel/Secondary Education, Assistant Superintendent for Administration, Administrative Assistant to the Superintendent, Director of Pupil Personnel, Director of Curriculum K-8, High School Principal, Assistant High School Principal, High School Administrative Assistant, High School Dean of Students, High School Curriculum Associates, Middle School Principal, Middle School Administrative Assistant, Crompond Principal, Mohansic Principal, Brookside Principal, French Hill Principal, and other supervisory and administrative personnel, for the purpose 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.
- B. This recognition is to continue unchallenged until seven months prior to the expiration of the Agreement.
- C. 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.
- D. The terms "employee organization," "terms and conditions of employment," "government" and "strike" are for the purpose of this contract to have the same definition as that which is given to them by Section 201 of the New York State Public Employees' Fair Employment Act.

**ARTICLE III**  
**NEGOTIATION PROCEDURES FOR SUCCESSOR AGREEMENT**

On or about April 1, 2010, the parties will enter into good faith negotiations over a successor agreement.

**ARTICLE IV**  
**GRIEVANCE PROCEDURE**

Section I - Declaration of Purpose

WHEREAS, the continuation and maintenance of a harmonious and cooperative relationship between the Board and its teachers and the YCT are essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, solutions to alleged grievances as defined herein of teachers through procedures under which they or the YCT may present such grievances free from coercion, interference, restraint, discrimination or reprisal by either party, and by which the YCT and the teachers are afforded adequate opportunity to dispose of said grievances without the necessity of time-consuming and costly procedures before administrative agencies and/or in the courts.

Section II - Definition of Grievance

A "grievance" is defined as any dispute or claim by either party to this Agreement or by any person covered by this Agreement arising out of or in connection with this Agreement. A grievance includes any claimed violation, misinterpretation or misapplication of this Agreement. A grievance, however, excludes any matter which involves (a) non-approval for tenure, (b) Board discretion, (c) any matter as to which a method of review is prescribed by law or applicable by-law, rule or regulation having the force and effect of law.

Grievances involving a member's pay shall be initiated during the school year in which they [it] arose or within 90 days after the end of the school year. For purposes of this section, 'initiated' shall mean that the member has notified payroll that there is a problem and requested 'an explanation'. Thereafter, the member shall have 90 days from the date that he/she received an accurate accounting of the matter from payroll personnel to formally file a grievance or the grievance shall be deemed waived. All other types of grievances not filed within 90 days of when the member knew or should have known of the act giving rise to the grievance, shall then be deemed waived. Days shall mean school days.

Level I - Informal

When practical, efforts shall be made to resolve grievances informally at the building level. The employee orally and informally confers with his or her immediate supervisor in a genuine effort to resolve the grievance. The employee shall have the right to YCT representation if he or she so requests. If the problem is unresolved and the immediate superior was someone other than the building principal, it should be reviewed informally with the building principal.

## Level II - Formal

The grievance shall be presented in writing within 90 school days of the event giving rise to the grievance, to the grievant's immediate superior and to the principal with whom it will be discussed directly or through the YCT's Representative with the objective of resolving the matter. The immediate superior or principal shall inform the aggrieved person and the YCT's Representative of his or her decision in writing within five school days after the formal grievance was presented.

## Level III - Superintendent

If the aggrieved person is not satisfied with the disposition of his or her grievance at Level II, or if no decision has been rendered within five school days after the presentation of his or her grievance, then within five school days thereafter he or she may file his or her grievance in writing with the Superintendent. Within five school days after such filing, the aggrieved party and the YCT Representative shall meet with the Superintendent or his designee in an effort to resolve the grievance. The Superintendent or his designee will inform the aggrieved party and the YCT president of his decision within five school days following the meeting.

## Level IV - Arbitration

If the YCT is not satisfied with the disposition of the grievance at Level III, or if no decision has been rendered within ten school days of the meeting with the Superintendent or his designee, the YCT may refer the grievance as defined herein to final and binding determination by arbitration by the American Arbitration Association, in Yorktown Heights or White Plains or other offices of the AAA in Westchester County as the A.A.A. and/or arbitrator determine, pursuant to its rules and the laws of the State of New York. Said referral to arbitration shall be within ten days after receipt of the Superintendent's decision or within 30 days after the grievance was referred to the Superintendent.

The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement or validly existing rules or regulations of the Board. The decision of the arbitrator shall be submitted to the Board and to the YCT and shall be binding on the parties.

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the Board and the YCT.

## Miscellaneous

In the event a grievance is filed which might not finally be resolved at Level IV under the time limits set forth herein by the end of the school term, and which if left unresolved until the beginning of the following school term could result in irreparable harm to a party in interest, the Board shall wherever practicable reduce the time limits set herein so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as practicable.

If, in the judgment of the YCT's Grievance Committee, a grievance affects a group or class of teachers, the YCT may submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall be commenced at Level III.

The YCT shall have the right to grieve, through Level III of the contractual grievance procedure, any claimed violation, misinterpretation or misapplication of a provision of the Board's Policy Manual or Administrative Regulations determining wages, hours or other terms of employment (of bargaining unit employees) not covered by a term of this Agreement. This provision shall not be construed to limit or restrict either the Board's or the Superintendent's right to amend, establish, or implement such Policy or Regulations. The Level II and III time limits for deciding grievances under this Section shall be ten working days.

If the YCT is not satisfied with the disposition of a grievance at Level III relating to the Board's Policy manual, brought in accordance with the preceding paragraph, or if no decision has been rendered within ten school days of the meeting with the Superintendent or his designee, the YCT may refer the grievance to the Board. Such referral to the Board shall be within ten days after receipt of the Superintendent's decision or within 30 days after the grievance was referred to the Superintendent. The decision of the Board shall be final and binding.

Decisions rendered at Levels II and III and at the Board level of the grievance procedure shall be in writing setting forth the decision and the reasons therefor and shall be promptly transmitted to all parties in interest and to the President of the YCT.

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents, may be prepared and given appropriate distribution by the YCT after approval by the Superintendent so as to facilitate operation of the grievance procedure.

Nothing herein contained will 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 the grievance adjusted without the intervention of the YCT, provided the adjustment is not inconsistent with the terms of this Agreement or any other agreement between the Board and the YCT, and that the YCT has been given the opportunity to be present at such adjustment to state its view or is given notice of such adjustment.

No reprisals of any kind shall be taken by the YCT or by the Board or by any member of the Administration against any party in interest, any YCT or Board or Administration representative, or any participant in the grievance procedure by reason of such participation. A teacher's participation in the grievance procedure shall not be publicized outside the District without his or her consent.

## **ARTICLE V**

### **SALARIES AND PROFESSIONAL COMPENSATION**

- A. For the years 2006-07, 2007-08, 2008-09, and 2009-10, teachers shall be paid in accordance with the annexed salary schedules.

- B. Hourly pay for summer employment and/or workshops shall be \$39.29 in 2006-07; \$40.76 in 2007-08, \$42.29 in 2008-09, and \$43.88 in 2009-10.
- C. A guidance counselor shall receive the same salary he or she would receive as a teacher. The guidance counselor's work day and work year shall be the same as teachers. Additional time requested of guidance counselors and other members of the bargaining unit by the Administration shall be paid at 1/200 of regular salary for each extra day worked. The daily rate shall be pro-rated for hours when a member of the bargaining unit is called in to do professional work. Requests for additional time during the summer recess shall be made by the Administration by May 1 of each year under normal circumstances.
- D. The unit rate for Extra Pay for Extra Duties in the schools shall be \$297.10 in 2006-07; \$308.24 in 2007-08, \$319.80 in 2008-09, and \$331.79 in 2009-10.

Allocations to each school shall be completed by the Superintendent or his designee, if possible, by October 1 of the school year for which the allocation is to be made. An advisory committee of teachers shall discuss with the principal or his designee the allocation of these units to each activity. If a club or group becomes involved in competition that extends the time period originally funded, the advisor(s) shall receive additional funding for the extended time period at a pro-rated amount based on the original funding and the original time. Ten copies of the allocations stating the name of the activity, number of units, and name(s) of advisor(s) for each school shall be forwarded to the YCT for posting.

- E. Coaching stipends for the term of the agreement shall be consistent with the formula attached hereto. Listing of a coaching position in the Formula shall not obligate the Board to conduct the particular sport or to pay a coach when a sport is not conducted. For the period September 1, 2006 through August 31, 2010, coaches regularly employed by the District shall receive an increment of 15% of their coaching pay after three years of coaching in the same sport in the District. After six years of coaching the same sport in the District, the increment shall be 25%. After nine years of coaching the same sport in the District, the increment shall be 35% of the base salary for all such coaching positions. For coaches not regularly employed by the District, the increments shall be respectively 10%, 20% and 30%. The years of coaching do not have to be continuous.

**ARTICLE VI**  
**HEALTH INSURANCE AND WELFARE INSURANCE FUND**

- A. From September 1, 2006 until December 31, 2006, 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 teacher must pay the difference.

Effective January 1, 2007, active employees will contribute 5% 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 teacher must pay the difference.

Effective July 1, 2007, active employees will contribute 5.5% 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 teacher must pay the difference.

Effective July 1, 2009, active employees will contribute 6% 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 teacher must pay the difference.

Retiree Health Insurance – For employees who retire on or after July 1, 2006 with twenty years of service in the District, the District will contribute towards retiree health insurance for such retirees at the same percentage that the District contributes towards premiums for employees who are actively employed in the bargaining unit. Employees with a minimum of ten years service with the District will contribute 40% towards individual and family health insurance premiums.

- B. The Board will contribute the Welfare Insurance Fund established by the YCT, \$1,530 per teacher for the 2006-07 school year, \$1,610 per teacher for the 2007-08 school year, \$1,700 per teacher for the 2008-09 school year; and \$1,790 per teacher for the 2009-10 school year. The Board of Trustees of such Fund shall submit an annual report to the Board showing the financial status of the Fund. A teacher who is in his/her first year of employment as a part time teacher (excluding kindergarten) shall not be eligible for Welfare Fund. Further, regular substitute teachers, other than permanent substitutes, who commence employment after the beginning of the school year will not be eligible for Welfare Fund.
- C. If a teacher chooses not to have the health insurance coverage provided in Section A above, or to have reduced health insurance coverage, the Board will compensate the teacher at the rate of 30% of the amount of savings accrued to the Board. Such compensation will be made each year that the teacher continues to forego health insurance coverage or to have reduced coverage. If the teacher decides to resume coverage under Section A because of loss of alternate coverage due to unforeseen events, the Board will restore coverage as soon as permitted under the insurance plan in effect.

**ARTICLE VII**  
**TEACHING ASSIGNMENTS AND TRANSFERS**

- A. As soon as practicable, and under normal circumstances not later than May 15, each teacher shall be notified in writing of any changes in the subject area of his or her

program for the ensuing year, including the school to which he or she will be assigned, the grades and/or subjects that he or she will teach, and any special or unusual classes or assignments that he or she will have, provided that in the event of a change in circumstances or conditions during the months of May through September (e.g., death, resignation, leave of absence, unanticipated change in enrollment, lack of budget approval), such assignments may be changed as required to meet the situation. The teacher affected shall be sent immediate notice when the change is made.

- B. In order to assure that pupils are taught by teachers working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, to subjects and/or grades or other classes outside the scope of their teaching certificates and/or their major or minor fields of study.
- C. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building shall file a written statement of such desire with the office of the Superintendent. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and/or the school or schools (in order of preference, if the teacher has preferences) to which he or she desires to be transferred. As soon as practicable (and no later than May 15) the office of the Superintendent shall make available to each applying teacher and to the YCT names and new assignments of all persons who have been reassigned or transferred.
- D. In the determination of reassignments and transfers, and in the assignments of new teachers, the convenience and wishes of the individual incumbent teacher will be respected subject to the best interests of the District and its pupils as determined by the Administration.
- E. Respecting any involuntary reassignment or transfer or any denial of a teacher's application for reassignment or transfer, the teacher shall be notified of the reason.
- F. When involuntary transfers are necessary, a teacher's area of competence, major and/or minor field of study, and length of service in the Yorktown School System will be considered in determining which teacher is to be transferred. Teachers being involuntarily transferred will be transferred only to comparable positions.
- G. Notice of involuntary transfer shall be given to teachers as soon as practicable, and under normal circumstances not later than May 15.
- H. Teachers who have been involuntarily transferred from one building to another shall not be involuntarily transferred again from one building to another within three years except in case of an emergency such as the destruction or closing of a building.
- I. In arranging schedules for teachers who are assigned to more than one school, every effort will be made to limit the amount of inter-school travel and gasoline privileges at the prevailing District rate shall be paid. Teachers shall be notified of any change in their schedules as soon as practicable.
- J. All vacancies shall be posted in each building, when known.

- K. Teacher assignments will be made without regard to race, creed, color, religion, nationality, sex and marital status, except where sex is a bona fide occupational qualification.

**ARTICLE VIII**  
**PROMOTIONS**

- A. For the purpose of this Article, a "Promotional Position" is defined as any position paying a salary differential and/or any position on the administrator/supervisor level.
- B. Whenever any vacancy in a Promotional Position occurs during the school year, it will be adequately publicized by the Superintendent by means of a notice placed on the YCT bulletin board in every school as far in advance of the appointment as possible. During the months of July and August, written notice of any such vacancy will be sent to the YCT. The Board shall determine and shall post the current qualifications for a Promotional Position. Normally, vacancies will not be filled within 30 days from the date the notice is posted in the schools or the mailing of notification to the YCT.
- C. All teachers shall be given adequate opportunity to apply for a "Promotional Position." The Board will consider the professional background and attainments of all applicants, the length of service in the school system, and other relevant factors. When, in the opinion of the Board, all other factors are substantially equal, preference will be given to qualified teachers already employed by the Board. Each unsuccessful applicant will receive written notice of the action taken by the Board.

**ARTICLE IX**  
**WORK WEEK, TEACHING HOURS AND CLASS SIZE**

- A. The normal professional work week of teachers, exclusive of a consecutive 30 minute daily duty free lunch period, and subject to a reasonable variation by the Board or its administration, depending on requirements of the district such as double sessions, building programs, workshops, pupil personnel meetings, etc., shall be consistent with the official work weeks in existence in each school during the 1967-68 year.
- B. In addition to the professional work week spent in school, teachers may be required to plan and participate in a reasonable number of late afternoon or evening meetings.
- C. A joint Administrative/YCT Committee will be formed to review and make recommendations for scheduling curriculum/staff development activities without cost to the Board and without impacting on instructional time. The YCT agrees that meeting time after school, already provided for in this Agreement, may be used for curriculum and staff development purposes.
- D. Principals shall have the right to counsel with teachers before or after school hours prescribed for the teacher's day when the principal shall deem this to be in the best interest of the children, teacher or School District.

- E. Class size shall be determined by the Board in accordance with generally accepted practices of good educational policy as practiced in Westchester County.
- F. Teachers may be required to be available for professional activities not to exceed two per week (i.e.: faculty meetings, grade level meetings, departmental meetings, inter-disciplinary meetings, inter-grade level meetings or in-service training). The length of such activities shall be one hour, unless the majority of those present agree to extend the length of the meeting. Where the activity involves an agenda, the same shall be distributed two days in advance, provided, however that items may be added after such distribution.
- G. Preparation periods should be used for professional work, such as but not limited to:
  - 1. preparation of lesson plans, art or other exhibits
  - 2. preparation and grading of tests
  - 3. grading of students' materials
  - 4. setting up labs, demonstrations, etc.
  - 5. ordering supplies
  - 6. tutorial work with students
  - 7. conferences with students, parents, administrators, etc.
  - 8. research activities
- H. An advisory committee consisting of the Principal and several teachers shall be established in each elementary school for the purpose of considering scheduling and making recommendations to the Principal concerning scheduling which would permit the maximum number of teachers in the school to have at least one preparation period a day.
- I. Commencing with the 1989-90 school year, the advisor to the "Voice" will have his or her teaching schedule reduced by one period a day.
- J. Emergency Substitute Coverage - Each member of the bargaining unit may be required to perform emergency substitute coverage for other members of the bargaining unit, up to two periods per year without additional compensation. Emergencies shall not include the failure of the "subfinder" to locate substitutes or coverage for planned absences.

**ARTICLE X**  
**SCHOOL CALENDAR**

Final decision concerning the calendar shall be reached only after consultation with the YCT.

**ARTICLE XI**  
**ACADEMIC FREEDOM AND RESPONSIBILITY**

Teachers within their professional judgment shall be encouraged to select appropriate curriculum materials and to present pertinent issues to classes. The statement of the President of the Board given at the public meeting of the Board held April 1, 1968, shall be incorporated into this Article insofar as applicable.

“It is the Board’s belief that the graduates from our school should go forth into college or business with as well rounded an education as possible -to know themselves, to understand the dynamics of our society with all its conflicts and differences of opinion, and to be able to relate to it in a meaningful way as leaders and knowledgeable citizens, not as automatons incapable of thinking and acting for themselves.

To accomplish this and to prepare them for the future, it is essential for us to give them the opportunity to form their own opinions in an atmosphere of objectivity and decency. All sides of issues, no matter how unpopular they may be, must be critically examined and held to the light to make certain that they are clearly understood so that the basis of an informed opinion can be developed.”

Continuity of instruction and student safety takes precedence over any request for classroom or building visitation. The YCT recognizes the Board’s intention to provide opportunity for parents and citizens to visit schools and classrooms wherever appropriate and where it fulfills some constructive purpose, subject to the following procedures.

1. School and/or classroom arrangements for visitation should be made with the building principals. The teacher involved will be given 48 hours notice of a classroom visitation. The teacher may ask a visitor who is disruptive to leave the room.
2. Citizens requesting a classroom or building visit must state to the principal the purpose of his or her visit and the length of time this request would include. No blanket visiting approvals will be issued except by approval of the Superintendent.
3. Visitors are expected to be acting on their own, or for the benefit of their own children, not as part of any organized group, pressure group, political group, private corporation or any other group attempting to disrupt the proper functioning of the school program.
4. Upon the recommendation of the Superintendent, the Board may refuse any individual or group access to the schools or classrooms, when the stated purpose of the visitation is not judged to be reasonable or in the best interests of the students.

**ARTICLE XII**  
**STUDENT CONTROL AND DISCIPLINE**

The YCT recognizes that discipline problems are less likely to occur in classes which are well taught and where a high level of student interest is maintained. It is likewise recognized that many discipline problems which occur may most constructively be dealt with by encouragement, praise and emphasis upon the student's desirable characteristics.

A teacher may order removed from class and referred to the administration any pupil whose conduct, in the opinion of the teacher, is detrimental to the learning process in the class or whose conduct is contrary to the accepted standards of good behavior on school property. As soon as possible, but not later than the end of the school, day, the teacher initiating the removal will furnish the administration full particulars of the incident. Secondary pupils removed from the class shall not be returned that day prior to consultation between the teacher and administration.

Suspension of students from school may be imposed only by the building administrator or his or her designated representative. School personnel will endeavor to achieve correction of student misbehavior through counseling and/or interviews with the child and his or her parents as determined by the administration.

Whenever it appears that such pupil requires special help, the administration shall meet with the teacher so that the administration may determine the necessary steps to assist the teacher with his or her responsibilities with respect to such pupil.

A moratorium shall be placed upon Article 12, so long as the Project Save Legislation provision regarding teacher authority to remove students from the classroom remains in effect.

**ARTICLE XIII**  
**RELIEF FROM NON-TEACHING DUTIES**

It is established policy that a teacher's primary responsibility is to teach and that his or her energies should, to the extent possible, be utilized to this end. The Board agrees that it will use all reasonable efforts to implement said policies. The Board will adopt standards which are at least as favorable as those which were obtained during the 1967-68 school year.

Non-teaching duties at the high school may be assigned up to a combined total of 1600 minutes per day for the total high school staff. No class of employees will be excused, as a class, from non-teaching duties. At times when a temporary need is mutually agreed upon, as well as one week prior to vacations, up to 1920 minutes per day of supervisory duty may be assigned at the high school.

Bus duty shall not be required of teachers.

Regularly scheduled lunch-time playground duty in the elementary schools will be eliminated, effective November 15, 1973.

Chaperone duty may be assigned. Such duty shall be increased by the same percentage as the salary schedule for the years 2006-07, 2007-08, 2008-09, and 2009-10. For these years the following rates per hour will be paid: \$27.38 in 2006-07; \$28.48 in 2007-08, \$29.55 in 2008-09, and \$30.66 in 2009-10. In each year payment will be prorated for fractions of an hour.

#### **ARTICLE XIV** **TEACHER EVALUATION AND FILES**

##### A. General Principles Applying to the Evaluation of All Teachers

1. The purpose of teacher evaluation shall be for the improvement of instruction and the evaluation of teacher performance.
2. Evaluation is to be a constructive procedure consisting of both the notation of those positive practices and activities which should be reinforced and continued, and those which should be modified or strengthened.
3. Evaluation of teachers is based on a variety of experiences including: formal and informal classroom observations, visits to before and after school scheduled activities, formal and informal contacts such as pupil personnel meetings, student and/or parent conferences, meetings with peers, curriculum work, building or District committee work and other activities considered to be a part of the normal work day of teachers.
4. All observations of the teaching performance (as delineated in A.3 above) of any teacher shall be conducted openly. This clause shall not prevent the administration from evaluating any actions relating to the professional performance of a teacher which are observed incidentally during the normal course of administrative functioning.
5. A formal observation may be a single period of at least 30 minutes, a sequence of partial or full periods or a sequence of activities. No teacher shall receive adverse comments from any observer in the presence of pupils.
6. All formal observations shall be followed by a conference between the teacher and observer within seven school days of the observation.
7. Within 12 school days after the post-observation conference, the teacher will receive a written observation report. Negative evaluative comments contained in the written reports must be supported by an example or examples of the behavior observed as well as suggestions for alternative practices to be employed by the teacher in the future.

8. Annual evaluations will be based on the variety of experiences outlined in A.3 above.
9. Any adverse observation or evaluation report may be subject to the grievance procedure herein set forth but only on the grounds of bad faith and/or discrimination.
10. The teacher shall sign the report to indicate that he or she has seen it and understood it, but such signature does not necessarily indicate agreement with its contents. The teacher shall return the signed written observation report within seven school days of the receipt of the report. If the report is not signed and returned within the time allowed, then it will be placed in the teacher's file with a note indicating that he or she has declined to sign it. Within ten school days after receiving the observation report, the teacher may file a written response thereto.

B. Evaluation of Probationary Teachers

1. There shall be a minimum of three formal observations each year in accordance with the principles set out in A. above. Every reasonable effort will be made to evenly space these observations over the academic year. All such observations shall be completed prior to March 15 except in unusual circumstances. Teachers can request and will be granted a fourth observation prior to April 1 of the probationary year.
2. At least one formal observation shall be preceded by a pre-observation conference between the teacher and the observer. The conference shall be held within five school days of the lesson to be observed except in unusual circumstances.
3. By April 1 all probationary teachers shall be notified of their status for the following year.
4. Before being dismissed, a non-tenured teacher shall have the right to have his or her case reviewed by the Superintendent.

C. Evaluation of Tenured Teachers

1. Tenured teacher shall be observed in accordance with the principles set out in A. above at least once every other year or at least once each year as required by state law or regulation. The pre-observation conference may be waived if mutually agreed upon.
2. The overall performance of a tenured teacher cannot be determined to be unsatisfactory in the annual evaluation unless that teacher has been formally observed in accordance with the principles set out in A. above at least once in that year.
3. The process of evaluation to be used to assist teachers identified by the administration as having major difficulties in performing their professional duties shall be:

The administration shall formulate and provide the teacher with written plans for the improvement of the observed deficiencies. Such plans shall include:

- a. an opportunity for teacher participation in the formulation of the program for the improvement of the observed deficiencies

- b. a specific delineation of the deficiencies to be corrected and/or improved
- c. a specific delineation of the procedures, such as but not limited to activities, programs, equipment and supplies, and personnel to be utilized in the improvement of the observed deficiencies
- d. the development of a time-line to be used when assessing the progress toward the improvement of the observed deficiencies.

D. Teachers' Files

- 1. Upon written request, each teacher shall have the right to review at a time mutually convenient the contents of his or her personnel file, excepting, however, any confidential references given at the time of his or her employment. At the teachers' request a representative of the YCT may accompany the teacher in such review. The review shall be made in the presence of the administrator or his or her designee responsible for the safekeeping of such file. Facilities shall be available for the teacher to make photocopies of such contents and records as concern his or her work or himself or herself.
- 2. A teacher shall have the right to answer in writing any complaints filed in his or her personnel file, and his or her answer shall be attached to the complaint and reviewed by the Superintendent. A teacher shall be notified with respect to any complaint that is to be filed in his or her personnel file.
- 3. Each teacher shall be given a copy of all observation and other evaluation reports which are placed in the teacher's file. No material may be placed in a teacher's file without said teacher receiving a copy of said material.

**ARTICLE XV**  
**TEMPORARY LEAVES OF ABSENCE**

A. Teachers will be entitled to the following temporary leaves of absence with pay each school year.

- 1. Personal Leave. One of the sick leave days provided for in subdivision 5, below may be used each year for personal but unstated reasons such as closing on houses and other pressing family needs and not merely for personal convenience. Such leave shall not be used to extend vacation. Teachers requiring a personal day immediately before or after vacation, due to extenuating circumstances, will make application for same by contacting the Assistant Superintendent of the District. Notice of such leave must be made at least 24 hours in advance, except in emergencies. Personal leave days for teachers hired for less than a school year will be prorated on a monthly basis. If the personal day permitted by this paragraph is not used it will accumulate as a sick leave day.

Additional personal leave days may be granted upon application to the Superintendent or his designee. The application must set forth the reason that personal leave is requested and should be filed at least two days in advance, except in emergencies. The decision whether or not to grant the request shall be at the sole discretion of the Superintendent or his designee.

2. Death in Immediate Family of the Teacher or the Teacher's Spouse. Up to five working days of absence will be allowed for each death in the immediate family of the teacher 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, grandchildren, or anyone living in the teacher's household.
3. Military Leave. A maximum of 13 days per school year will be allowed for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligation cannot be fulfilled on days when school is not in session.
4. Jury Duty. Leave for jury duty with pay shall be granted to the teacher 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 teacher be required to remit an amount in excess of the amount of his or her salary for the period of such leave.
5. Sick Leave. Up to 18 days of sick leave will be granted each year, to be used either for sick leave or for days of religious observance on which the religion requires abstention from work and for which appropriate documentation can be provided, or as set forth in the next paragraph. One such day may be used each year as provided in subdivision 2, above. The individual teacher shall designate sick leave in applying for said leave. Unused days may be carried over and used for sick leave subject to Article XVII. Sick leave days for teachers hired for less than a school year will be prorated on a monthly basis.

Upon advance notice to the Assistant Superintendent, up to 15 days of sick leave may be used in connection with the adoption of a child. At the discretion of the Superintendent or his designee, up to 10 days of sick leave per year may be used for geriatric care for members of the immediate family. "Immediate family" for this purpose shall mean mother, father, grandparents or an elderly person living in the teacher's home. The first three continuous days of such leave shall be automatically granted.

In the event of an absence due to a job-related injury covered by Workers' Compensation, sick leave days used by teachers shall be reinstated on a pro-rata basis, by determining the value ratio between the per diem workers' compensation reimbursement and the amount paid for the sick leave day at the time of absence.

If a teacher is required to attend a Workers' Compensation hearing, there will be no loss of pay or deduction from sick leave time.

- B. Leaves taken pursuant to Section A above are in addition to any accumulated sick leave to which a teacher is entitled. No teacher will be required to arrange for his or her own substitute.

**ARTICLE XVI**  
**EXTENDED LEAVES OF ABSENCE**

- A. With the approval of the Board, a leave of absence without pay of up to two years may be granted to any teacher who joins the Peace Corps, or for graduate studies, and is a full-time participant in any of such programs. Upon return from such leave, a teacher will be considered as if he or she were employed by the Board during the leave and will be placed on the salary schedule at the level he or she would have achieved if he or she had not been absent. A leave may not be taken under this Section more than once every ten years.
- B. Military leave will be granted to any teacher who is inducted into any branch of the armed forces of the United States. Upon return from such leave, a teacher 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.
- C. Parental leave of up to 24 months will be granted without pay or increment. Parental leave shall be associated with the birth or adoption of a child. Adoption of a child two years and under shall constitute grounds for requesting leave under this Section. A teacher returning from parental leave must do so at the beginning of the school year except, at the discretion of the Board, and if an appropriate vacancy exists during the school year. An "appropriate vacancy" shall mean, for a secondary teacher, a vacancy in his or her subject area, and for an elementary teacher a vacancy in grades kindergarten through third if that is the level at which the teacher had taught just prior to his or her parental leave or in grades fourth through sixth if the teacher had taught at that level just prior to the parental leave. A teacher on such leave must make known to the Administration by March 1 of the preceding school year of his or her intention to return.
- D. A teacher may be granted a leave of absence, without pay but with increment, for one year for health reasons, exclusive of sick leave. A request for such leave must be supported by appropriate medical evidence and may be renewed annually for a total of five years.
- E. A one-year leave of absence without pay and without increment may be granted to teachers interested in participating full time in some public service endeavor. Such leaves are renewable at the discretion of the Board.
- F. A one-year leave of absence without pay or increment may be granted to a teacher to provide geriatric care to a member of the immediate family. Immediate family for this

purpose shall mean mother, father, grandparents or an elderly person living in the teacher's home.

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1. All benefits to which a teacher 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 Section B and D above, a teacher 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 Sections A, C, and E, above, a teacher 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.
- H. Notification of Return by March 1 - Any teacher on an extended leave of absence under any Section of this Article must inform the Administration in writing whether or not he or she will return from such leave by March 1 of the preceding school year. Failure to so notify the Administration will be deemed an abandonment of the teacher's position and his or her employment will thereupon be terminated by the Board. At least 30 days prior to March 1 the Administration will send a registered letter to the teacher at his or her last known address reminding him or her of this provision of the Agreement.

## **ARTICLE XVII**

### **SICK LEAVE**

- A. A total of 172 sick leave days may be accumulated.
- B. A teacher who has exhausted his or her personal sick leave accumulation and who provides medical documentation that he or she is ill may be granted up to five additional sick leave days in a year. Any such days that are used will be deducted from the sick bank provided for in Section D below.
- C. Any medical examination or immunization of a teacher required by the Board shall be by doctors designated by the Board and at the Board's expense.
- D. There shall be a sick bank for the personal use of tenured teachers only who have exhausted their personal sick leave accumulation and who are suffering a long term medical catastrophe. Paid sick days will be granted to eligible teachers out of the bank up to 160 such days a year for the entire bargaining unit, subject to a per person maximum of 90 days a year except that, if less than 160 such days have been granted by June 30 and the YCT so recommends, the Superintendent may grant additional days in a special case up to the 160-day bargaining unit limit.

**ARTICLE XVIII**  
**PROFESSIONAL IMPROVEMENT PROGRAM**

A professional improvement program with the purpose of providing teacher training shall be established. The program shall be effective commencing with the 1980-81 school year. The Board shall contribute \$40,000 for this program each year. It is expected that the funds provided will be expended each year and shall be expended if there are adequate acceptable proposals for the program recommended by the Professional Improvement Committee and approved by the Superintendent. If, however, the funds provided for any one year are not expended they will not be carried over to the following year.

A. Professional Improvement Committee

1. The Professional Improvement Committee shall be composed of three teachers appointed by the YCT and two administrators appointed by the Superintendent. Positive action of this committee must be approved by four votes of the above designated members.
  - a. The Professional Improvement Committee shall review all proposals funded under this Article for Teachers In-Service Training, Special Grant Leaves and Recertification programs according to the following standards:
    - 1) benefit to the School District (in the case of Special Grant Leaves, whether the application will result in significant benefit to the District)
    - 2) benefit to the individual
    - 3) benefit to the teaching profession
  - b. The YCT will designate one of the three teacher members to act as chairperson of the committee.
2. Meetings shall be called by the committee chairperson according to a schedule published each September; additional meetings may be called at the request of the chairperson, the teacher members or the Administration members of the committee.
3. The acceptable proposals will be submitted to the Superintendent with a recommendation for funding. The Superintendent will review the proposals, attach his recommendations and submit the proposals to the Board for final approval. If the Superintendent does not approve a proposal which was acceptable to the committee, he shall submit, in writing, his reasons for non-approval to the committee.
4. If the Board rejects a committee recommendation it must notify the committee, in writing, of the reasons for rejection. The committee will

notify the teacher of the reason for rejection in an effort to assist that teacher to rewrite the proposal.

5. Committee meetings will normally be held three weeks prior to the regular monthly meetings of the Board. Committee recommendations will be submitted to the Superintendent at least two weeks prior to the Board's regular monthly meeting. Board actions, including reasons for any rejections, must be submitted to the committee no later than one week after the regular monthly meeting of the Board at which such action occurred.
6. It is expected that the total funds provided will be encumbered each year and they shall be expended if there are sufficient acceptable proposals for the program recommended by the committee and approved by the Superintendent.
7. The provision contained within the Professional Improvement Program are not to be construed as a replacement for either Article XXIV or other programs contained in this Agreement.

B. Activities Funded by the Professional Improvement Program

The funds allocated under the Professional Improvement Program may be expended for the following types of activities.

1. Teacher In-Service Training

The Professional Improvement Program funds are to be used to encourage teachers to continue upgrading their skills to be used in the schools to benefit the District pupils and programs. Accordingly, the funds can be appropriately expended for teacher-incurred expenses in relation to participation in activities such as, but not limited to, conferences, workshops, conventions, seminars, visitations and approved graduate work not compensated for on the salary schedule.

2. Special Grants

In certain cases proposals for long duration grants may be considered when the experiences provided are of significant benefit to the District.

3. Certification Extension Program

The purpose of this program shall be to assist teachers in obtaining additional certification when it is projected by the District that the teacher's position will be abolished. The program is designed to provide

the opportunity for such teachers to qualify for projected vacancies. There are specific procedures to be followed in this program:

- a. The district will make a projection of staffing patterns and needs prior to November 1 of each year. This projection will be forwarded to the YCT.
- b. A listing of those positions anticipated for termination, along with anticipated vacancies, will be published by the District, on or about November 1 of each year.
- c. All applicants under this program will be granted a personal counseling session with the Superintendent or his designee to determine their qualifications and course needs for participation in the program in relation to projected staff needs.
- d. Based upon the interview, the Superintendent or his designee will determine if the applicant can become eligible for the program (based on the candidate's abilities, background and experiences in the District) and will also determine what requirements must be fulfilled by the candidate to become eligible for appointment to an anticipated vacancy, such as: graduate work, workshops and/or in-service education of other types.
- e. Thereafter, the teacher may submit an application for participation in this program to the Professional Improvement Committee for review and recommendation to the Superintendent and the Board.
- f. Candidates selected to participate in this program will agree, in writing, to complete all necessary work, as determined in Subsection d above.
- g. In the event that a teacher willfully fails to complete the prescribed course of study, all sums expended by the Program shall be reimbursed. However, when such teacher is notified that a projected vacancy will not be available and that he or she will not be employed, the foregoing shall not apply.
- h. Teachers whose participation in this program is approved by the Board shall be reimbursed for all teacher-incurred costs including tuition, fees, books and supplies. Payment will be made to the teacher upon presentation of receipts for such expenses.
- i. Salary credit shall be granted to the individual for course work accomplished under this program only when such course work grants the participant an advanced degree or professional diploma

for which he or she is not currently being compensated under the salary schedule and when the individual is employed by the District in the area of new certification.

C. Appropriate Expenses Under the Professional Improvement Program Professional Improvement Program funds will pay for such teacher incurred expenses as:

1. Tuition. (Tuition will be paid only for graduate work not compensated on the salary schedule, except in the case of granting of an advanced degree or professional diploma achieved under Section 3, above)
2. Travel expenses (mileage at the prevailing I.R.S. rate and/or the lowest fare on common carriers prevailing at the time; parking and tolls)
3. Lodging expenses (limits will be determined by the committee and published)
4. Meals (limits will be determined by the committee and published)
5. Fees
6. Consultant fees or other professional salaries (Re: workshops)
7. Supplies and other required professional materials
8. Salary (only applicable in connection with Special Grants)
9. Other expenses incurred as a direct result of an approved activity.

D. Forms To Be Used in Applying For Funds Under The Professional Improvement Program

Forms to be used by all applicants in applying for grants under the Professional Improvement Program are available in the office of the Assistant Superintendent and in each school building from a YCT representative. An applicant should submit six copies of the completed application to the Professional Improvement Committee.

## ARTICLE XIX

### SUMMER-SCHOOL PROGRAM AND CURRICULUM WORKSHOPS

A. Summer School Program

1. The Board and the YCT recognize that the summer school program, including any projects financed by Federal funds, may vary substantially from year to year, may offer the opportunity for experimentation, may call for flexibility in approach.
2. Following the determination by the Board of the summer program for the year, the Board shall adequately publicize its general scope and content, and the positions to be filled by teachers, including a notice in every school not later than April 15, subject to budget approval except, however, that such notice regarding any project financed by Federal funds shall be posted as soon as possible.

3. No teaching position in the summer school program shall be filled by a teacher not covered by this Agreement if there is an equally qualified applicant, as determined by the Board, for such a position who is so covered. Preference for teaching positions as between equally qualified applicants shall be given to applicants who have completed at least one year in the Yorktown School System.
4. When applicants for summer school positions exceed the positions available, the best qualified applicant, in the judgment of the Superintendent, for each position will be employed. In making recommendations for summer school positions, the Superintendent or his designee shall consider the teacher's area of competence and major or minor field of study.

B. Curriculum Workshops

1. Teachers participating in curriculum workshops shall be engaged upon the same basis as hereinabove set forth in Sections A.3 and A.4 above.
2. By April 15 of each year the curriculum departments of each school shall notify the staff of the areas of curriculum to be studied before September 1 of the next school year, understood to be subject to budget approval.
3. The supervisor in charge of each curriculum workshop shall set reasonable times, places and hours for said workshop. Among other factors, due consideration shall be given to the convenience of the participating teachers.

**ARTICLE XX**  
**OFFICE SPACE AND LUNCH FACILITIES**

- A. Wherever feasible each teacher shall have office space or a classroom as a home base. Each teacher shall have a desk.
- B. Wherever feasible there shall be lunch facilities for teachers in each building. A teacher shall be allowed to leave during lunch period. Such permission to leave shall not be unreasonably withheld and shall be a standing permission applicable to all teachers of a school except where abuses arise. Teachers who leave the building during their lunch period are required to notify the administration in that building when they leave and when they expect to return.

**ARTICLE XXI**  
**CONSULTATION PROCEDURE**

- A. It is agreed by both parties to utilize on a continuing basis the knowledge and insights of teachers respecting 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 YCT should be devised to permit it to utilize contributions of teachers in this area.

- B. The Superintendent shall meet regularly with representatives of the YCT or at the request of either party to discuss matters of educational policy under development.
- C. The Principal of each school shall meet regularly or at the request of either party with representatives of the YCT in his or her school.

**ARTICLE XXII**  
**RIGHTS OF THE YCT**

- A. The YCT will have the right to use school buildings without cost at reasonable times for meetings, provided, however, that the YCT will be required to pay for any additional custodial costs involved by reason of said meetings. The Principal of the building in question will be contacted in advance of the time to arrange for a place for all such meetings.
- B. Regardless of any other general bulletin board space that may be made available for faculty use, the Board will make available to the YCT in each building appropriate and conveniently situated bulletin board space for its specific and exclusive use for duly authorized YCT business.
- C.
  - 1. The Board will make every reasonable effort to keep one afternoon a week after school hours free of conflict with other meetings on school business so as to permit the YCT to schedule its activities during that afternoon period.
  - 2. The Principals will allow and agree to the time and place for the Representative Council members to have a YCT meeting in their building.
- D. The Board will make accessible a duplicating machine for the use of the YCT for the purpose of reproducing YCT material, at no cost to the Board.
- E. Each school will receive three copies of Board minutes and copies of the Board's personnel policies when available. The YCT shall automatically receive five copies of Board minutes, Board policies, materials prepared for the community by the Board or the Administration, listings of promotional vacancies and listings of teacher vacancies.
- F. The YCT shall have the full use, without cost, of an Administration-selected room in one of the school buildings to be used by the YCT as an office for the transaction of YCT business and activities only, under the following conditions:
  - 1. For the duration of this Agreement.
  - 2. Subject to District building use policy.
  - 3. Provided the YCT assumes total responsibility for its office equipment, furniture and supplies, and for services except custodial and electric.

- G. A combined total of ten days without loss of pay in each school year may be used for the following purposes: upon at least 24 hours written notice of each such day to the Assistant Superintendent, for the President of the YCT to attend NYSUT and/or AFT workshops; with the same notice requirement, for YCT designated members to attend workshops.
- H. Days spent at legal hearings involving the Board and the YCT by witnesses for either side whose attendance is required shall be without loss of pay and without deduction from leave time provided, however, that the number of such witnesses required for each occasion shall be limited to the number agreed to by the Board and the YCT.
- 1. The YCT President shall be released from one teaching period and one free period each day, both to be scheduled at the end of the day. If the YCT President at some time should be an elementary school teacher, the method of released time shall be renegotiated by the parties.

**ARTICLE XXIII**  
**PROTECTION OF TEACHERS**

- A.
  - 1. Principals and teachers shall be required to report any case of assault on teachers 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 President or his or her designee and the Superintendent or his designee. Subject to the requirements of Subsections 3 and 4 below, these two persons shall determine what action shall be taken by the school. This decision will be communicated to the teacher concerned.
  - 3. If the assault is by an adult who is not a pupil, the Board will promptly determine whether to report the incident to the proper law enforcement authorities.
  - 4. In either case (pupil or non-pupil adults) the Board will render all reasonable non-monetary aid to the teacher, and vice versa, in connection with handling of the incident by law enforcement, legal and medical authorities.
- B.
  - 1. Whenever a teacher is absent from school as a result of injury caused by an assault arising out of and in the course of his or her employment, he or she shall be paid his or her full salary (less the amount of Workers' Compensation payments) for the period of such absence without having such absence charged to the annual sick leave or accumulated sick leave, up to a maximum of one year and in situations in which the teacher is blameless.
  - 2. The Board shall have the right to have the teacher examined by a physician designated by the Board for the purpose of establishing the length of time during which the teacher is temporarily disabled 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.

- C. 1. The Board shall reimburse a teacher for:
  - a. Any clothing or 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 teacher) incurred as the result of any assault suffered in the course of his or her employment.
- 2. The foregoing shall apply to situations in which the teacher is blameless.
- 3. The Board shall reimburse a teacher for clothing or other personal property normally brought into school (or brought into school with permission of the teacher's immediate supervisor) which is damaged or destroyed in the discharge of the teacher's duty up to a limit of \$100 per incident, based on the value of the clothing or personal property.

**ARTICLE XXIV**  
**PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

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

**ARTICLE XXV**  
**EDUCATIONAL IMPROVEMENT COMMITTEE**

The NOVA Committee will be established consisting of teachers and administrators, with a majority of teachers. The teacher members of the Committee are to be appointed by the YCT.

The Board will provide \$25,000 each school year to be spent on Committee proposals to improve education if the Board approves the proposals.

**ARTICLE XXVI**  
**TEACHER ORIENTATION AND TRAINING PROGRAM**

The Board and the YCT recognize the need for a program of teacher orientation and training in the Yorktown School District in order to attain a high level of professional skill. Implementation of the program shall be carried out under the consultative procedures established by this Agreement. Three days of orientation shall be required of new teachers with such days to be in the latter part of August or the beginning of September with such days to be scheduled in consultation with the YCT. As part of the orientation program for new teachers before the

opening of school, the YCT shall, in keeping with its status as exclusive representative of the employees in the unit, be given the exclusive opportunity to meet with the new teachers for at least one hour.

**ARTICLE XXVII**  
**RETIREMENT INCENTIVE**

Teachers 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 six months in advance, will be entitled to receive a retirement incentive of \$10,000. 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 teacher. The retirement incentive will be paid the day after the effective date of the teacher's retirement.

**ARTICLE XXVIII**  
**MISCELLANEOUS PROVISIONS**

- A. 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. Should the Board effect a change in wages, hours or any other condition of employment which is not covered by the terms of this Agreement and which has not been proposed by the YCT, the Board, or its designee, will consult with the YCT upon the YCT's request in writing.
- B. This Agreement shall supercede any rules, regulations or practices of the Board or of the YCT or of the employees covered by this Agreement which shall be contrary to or inconsistent with its terms.
- C. 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.
- D. If any provisions for 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.
- E. Copies of this Agreement shall be reproduced, with the cost to be shared equally between the YCT and the Board, and shall be made available to each teacher now employed or hereafter employed by the Board.

- F. No teacher shall be required to transport children.
- G. Recognizing that teachers are professional employees, the parties agree upon the desirability for not requiring teachers to keep formal time records. However, there is a duty not to abuse this privilege. A teacher when signing in during school hours will indicate his or her presence by a check mark. No indication of the time a teacher enters or leaves a building will be mandated.

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor shall not become effective until the appropriate legislative body has given approval.

### **ARTICLE XXIX** **DEDUCTIONS**

- A. Pursuant to the terms and conditions of the Public Employees' Fair Employment Act, the Board shall deduct from the wages of all teachers who have so authorized and directed the Board to do so in writing, and remit to the YCT, dues for the following professional organization: Yorktown Congress of Teachers.

These deductions shall commence at an agreed upon pay period, after September 1.

The YCT and the board shall determine such pay period.

The pay deduction form is annexed hereto.

- B. Pursuant to Section 208.3(b) of the Civil Service Law, the Board agrees to deduct from the wages of all members of the bargaining unit represented by YCT who have not filed dues deduction authorizations with the Board an amount equivalent to the amount of dues levied by the YCT and to remit the sums so deducted to the YCT. The pay periods for which such deductions shall be made shall be as determined in accordance with Section A above.

The YCT hereby holds the Board of Education and the School District harmless for any funds deducted pursuant to this provision and hereby represents that it has instituted a lawful rebate procedure which complies with all statutory and constitutional mandates. If for any reason said rebate procedure is deemed unlawful by an appropriate agency or court the School District shall no longer have an obligation to deduct agency shop dues until such time as the YCT's rebate procedure is deemed lawful by an appropriate agency or court.

- C. The Board shall deduct from the wages of all teachers who so authorize and direct the Board to do so in writing, and remit to the YCT, contributions to VOTE/COPE; pay periods to be determined.

**ARTICLE XXX**  
**DURATION OF AGREEMENT**

This is a closed four-year contract without reopeners which constitutes the complete and full agreement of the Board of Education, Yorktown Central School District, and the Yorktown Congress of Teachers and shall be effective as of September 1, 2006, and shall continue in effect through August 31, 2010.

Dated: Yorktown Heights, New York  
June 29, 2007

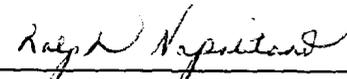
**BOARD OF EDUCATION YORKTOWN  
CENTRAL SCHOOL DISTRICT**

  
\_\_\_\_\_  
Jackie Carbone, Acting President

**YORKTOWN CONGRESS OF TEACHERS**

  
\_\_\_\_\_  
Robert Faigle, President

**YORKTOWN CENTRAL SCHOOL DISTRICT**

  
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Ralph Napolitano, Superintendent of Schools

## TEACHER SALARY SCHEDULE

2006-07

| <u>BA</u> |          | <u>MA</u> |          |
|-----------|----------|-----------|----------|
| Step      | Salary   | Step      | Salary   |
| 1         | \$46,637 | 1         | \$52,088 |
| 2         | \$48,676 | 2         | \$54,914 |
| 3         | \$50,718 | 3         | \$57,742 |
| 4         | \$52,758 | 4         | \$60,569 |
| 5         | \$54,798 | 5         | \$63,396 |
| 6         | \$56,838 | 6         | \$66,224 |
| 7         | \$58,879 | 7         | \$69,052 |
| 8         | \$60,919 | 8         | \$71,879 |
| 9         | \$62,960 | 9         | \$74,706 |
| 10        | \$64,999 | 10        | \$77,534 |
| 11        | \$67,041 | 11        | \$80,361 |
| 12        | \$69,081 | 12        | \$84,267 |
| 13        | \$69,081 | 13        | \$84,267 |
| 14        | \$71,121 | 14        | \$87,094 |
| 15        | \$71,121 | 15        | \$87,094 |
| 16        | \$73,161 | 16        | \$89,921 |
| +10 cred  | \$1,208  | +10 cred  | \$2,140  |
| +60 cred  | \$7,249  | +60 cred  | \$12,837 |

Teachers shall be paid in accordance with the steps of the above schedules, except that for the year they achieve tenure, they shall be paid \$168 over the applicable step.

Approved credits earned beyond the B.A. degree to a maximum of 60 credits and beyond the M.A. degree to a maximum of 60 credits shall be paid for in the amounts set forth below when transcripts showing that 10 such credits, beyond those already claimed by a teacher, have been earned are filed with the Board. Each additional claim for payment for approved credits may only be filed when 10 additional credits have been earned. The only exception to the requirement that payment for approved credits may only be claimed in groups of 10 such credits is when a lesser number of credits would enable a teacher to move to the next lane on the above salary schedule or to the B.A. 30, M.A. 30 or M.A. 60 lanes. In such case the teacher may file transcripts showing the receipt of such number of credits. Payment for 10 credits beyond the B.A. shall be in the amount of \$1,208.15. Payment for 10 credits beyond the M.A. shall be in the amount of \$2,139.56.

All teachers who are currently employed and who were paid on the basis of the 1967-68 B.A. plus 30 credits schedule shall be treated as holders of an M.A. degree. For purposes of salary, they shall be paid on the basis of the M.A. schedule.

All teachers who have M.A. degrees in excess of 30 hours may use the hours above 30 as part of a group of 10 credits beyond the M.A.

Longevity

With at least 10 years in the Yorktown schools and commencing with the 15<sup>th</sup> year of credited experience, an honorarium of \$1,271 is granted per year.

With at least 15 years in the Yorktown schools and commencing with the 20<sup>th</sup> year of credited experience, an additional honorarium of \$4,980 is granted per year.

With at least 20 years in the Yorktown schools and commencing with the 25<sup>th</sup> year of credited experience, an additional honorarium of \$2,386 is granted per year.

With at least 25 years in the Yorktown schools and commencing with the 30<sup>th</sup> year of credited experience, an additional honorarium of \$500 is granted per year.

## TEACHER SALARY SCHEDULE

2007-08

| <u>BA</u> |          | <u>MA</u> |          |
|-----------|----------|-----------|----------|
| Step      | Salary   | Step      | Salary   |
| 1         | \$48,386 | 1         | \$54,041 |
| 2         | \$50,502 | 2         | \$56,973 |
| 3         | \$52,620 | 3         | \$59,907 |
| 4         | \$54,736 | 4         | \$62,841 |
| 5         | \$56,853 | 5         | \$65,774 |
| 6         | \$58,970 | 6         | \$68,707 |
| 7         | \$61,087 | 7         | \$71,641 |
| 8         | \$63,203 | 8         | \$74,575 |
| 9         | \$65,321 | 9         | \$77,508 |
| 10        | \$67,437 | 10        | \$80,442 |
| 11        | \$69,555 | 11        | \$83,374 |
| 12        | \$71,671 | 12        | \$87,427 |
| 13        | \$71,671 | 13        | \$87,427 |
| 14        | \$73,788 | 14        | \$90,360 |
| 15        | \$73,788 | 15        | \$90,360 |
| 16        | \$75,905 | 16        | \$93,293 |
| +10 cred  | \$1,253  | +10 cred  | \$2,220  |
| +60 cred  | \$7,521  | +60 cred  | \$13,319 |

Teachers shall be paid in accordance with the steps of the above schedules, except that for the year they achieve tenure, they shall be paid \$174 over the applicable step.

Approved credits earned beyond the B.A. degree to a maximum of 60 credits and beyond the M.A. degree to a maximum of 60 credits shall be paid for in the amounts set forth below when transcripts showing that 10 such credits, beyond those already claimed by a teacher, have been earned are filed with the Board. Each additional claim for payment for approved credits may only be filed when 10 additional credits have been earned. The only exception to the requirement that payment for approved credits may only be claimed in groups of 10 such credits is when a lesser number of credits would enable a teacher to move to the next lane on the above salary schedule or to the B.A. 30, M.A. 30 or M.A. 60 lanes. In such case the teacher may file transcripts showing the receipt of such number of credits. Payment for 10 credits beyond the B.A. shall be in the amount of \$1,253.46. Payment for 10 credits beyond the M.A. shall be in the amount of \$2,221.87.

All teachers who are currently employed and who were paid on the basis of the 1967-68 B.A. plus 30 credits schedule shall be treated as holders of an M.A. degree. For purposes of salary, they shall be paid on the basis of the M.A. schedule.

All teachers who have M.A. degrees in excess of 30 hours may use the hours above 30 as part of a group of 10 credits beyond the M.A.

Longevity

With at least 10 years in the Yorktown schools and commencing with the 15<sup>th</sup> year of credited experience, an honorarium of \$1,319 is granted per year.

With at least 15 years in the Yorktown schools and commencing with the 20<sup>th</sup> year of credited experience, an additional honorarium of \$5,167 is granted per year.

With at least 20 years in the Yorktown schools and commencing with the 25<sup>th</sup> year of credited experience, an additional honorarium of \$2,475 is granted per year.

With at least 25 years in the Yorktown schools and commencing with the 30<sup>th</sup> year of credited experience, an additional honorarium of \$1,019 is granted per year.

## TEACHER SALARY SCHEDULE

2008-2009

| <b>BA</b>   |               | <b>MA</b>   |               |
|-------------|---------------|-------------|---------------|
| <b>Step</b> | <b>Salary</b> | <b>Step</b> | <b>Salary</b> |
| 1           | \$50,200      | 1           | \$56,068      |
| 2           | \$52,396      | 2           | \$59,110      |
| 3           | \$54,593      | 3           | \$62,154      |
| 4           | \$56,789      | 4           | \$65,197      |
| 5           | \$58,985      | 5           | \$68,240      |
| 6           | \$61,181      | 6           | \$71,284      |
| 7           | \$63,378      | 7           | \$74,328      |
| 8           | \$65,573      | 8           | \$77,371      |
| 9           | \$67,770      | 9           | \$80,414      |
| 10          | \$69,966      | 10          | \$83,459      |
| 11          | \$72,164      | 11          | \$86,501      |
| 12          | \$74,359      | 12          | \$90,705      |
| 13          | \$74,359      | 13          | \$90,705      |
| 14          | \$76,555      | 14          | \$93,748      |
| 15          | \$76,555      | 15          | \$93,748      |
| 16          | \$78,751      | 16          | \$96,792      |
| +10 cred    | \$1,300       | +10 cred    | \$2,303       |
| +60 cred    | \$7,803       | +60 cred    | \$13,818      |

Teachers shall be paid in accordance with the steps of the above schedules, except that for the year they achieve tenure, they shall be paid \$181 over the applicable step.

Approved credits earned beyond the B.A. degree to a maximum of 60 credits and beyond the M.A. degree to a maximum of 60 credits shall be paid for in the amounts set forth below when transcripts showing that 10 such credits, beyond those already claimed by a teacher, have been earned are filed with the Board. Each additional claim for payment for approved credits may only be filed when 10 additional credits have been earned. The only exception to the requirement that payment for approved credits may only be claimed in groups of 10 such credits is when a lesser number of credits would enable a teacher to move to the next lane on the above salary schedule or to the B.A. 30, M.A. 30 or M.A. 60 lanes. In such case the teacher may file transcripts showing the receipt of such number of credits. Payment for 10 credits beyond the B.A. shall be in the amount of \$1,300.46. Payment for 10 credits beyond the M.A. shall be in the amount of \$2,305.19

All teachers who are currently employed and who were paid on the basis of the 1967-68 B.A. plus 30 credits schedule shall be treated as holders of an M.A. degree. For purposes of salary, they shall be paid on the basis of the M.A. schedule.

All teachers who have M.A. degrees in excess of 30 hours may use the hours above 30 as part of a group of 10 credits beyond the M.A.

### Longevity

With at least 10 years in the Yorktown schools and commencing with the 15<sup>th</sup> year of credited experience, an honorarium of \$1,368 is granted per year.

With at least 15 years in the Yorktown schools and commencing with the 20<sup>th</sup> year of credited experience, an additional honorarium of \$5,361 is granted per year.

With at least 20 years in the Yorktown schools and commencing with the 25<sup>th</sup> year of credited experience, an additional honorarium of \$2,568 is granted per year.

With at least 25 years in the Yorktown schools and commencing with the 30<sup>th</sup> year of credited experience, an additional honorarium of \$1,557 is granted per year.

## TEACHER SALARY SCHEDULE

2009-2010

| <b>BA</b>   |               | <b>MA</b>   |               |
|-------------|---------------|-------------|---------------|
| <b>Step</b> | <b>Salary</b> | <b>Step</b> | <b>Salary</b> |
| 1           | \$52,082      | 1           | \$58,170      |
| 2           | \$54,360      | 2           | \$61,326      |
| 3           | \$56,641      | 3           | \$64,485      |
| 4           | \$58,919      | 4           | \$67,642      |
| 5           | \$61,196      | 5           | \$70,799      |
| 6           | \$63,476      | 6           | \$73,957      |
| 7           | \$68,032      | 8           | \$80,272      |
| 9           | \$70,312      | 9           | \$83,430      |
| 10          | \$72,589      | 10          | \$86,588      |
| 11          | \$74,870      | 11          | \$89,744      |
| 12          | \$77,148      | 12          | \$94,107      |
| 13          | \$77,148      | 13          | \$94,107      |
| 14          | \$79,425      | 14          | \$97,264      |
| 15          | \$79,425      | 15          | \$97,264      |
| 16          | \$81,705      | 16          | \$100,421     |
| +10 cred    | \$1,349       | +10 cred    | \$2,389       |
| +60 cred    | \$8,095       | +60 cred    | \$14,336      |

Teachers shall be paid in accordance with the steps of the above schedules, except that for the year they achieve tenure, they shall be paid \$188 over the applicable step.

Approved credits earned beyond the B.A. degree to a maximum of 60 credits and beyond the M.A. degree to a maximum of 60 credits shall be paid for in the amounts set forth below when transcripts showing that 10 such credits, beyond those already claimed by a teacher, have been earned are filed with the Board. Each additional claim for payment for approved credits may only be filed when 10 additional credits have been earned. The only exception to the requirement that payment for approved credits may only be claimed in groups of 10 such credits is when a lesser number of credits would enable a teacher to move to the next lane on the above salary schedule or to the B.A. 30, M.A. 30 or M.A. 60 lanes. In such case the teacher may file transcripts showing the receipt of such number of credits. Payment for 10 credits beyond the B.A. shall be in the amount of \$1,349.23. Payment for 10 credits beyond the M.A. shall be in the amount of \$2,391.63

All teachers who are currently employed and who were paid on the basis of the 1967-68 B.A. plus 30 credits schedule shall be treated as holders of an M.A. degree. For purposes of salary, they shall be paid on the basis of the M.A. schedule.

All teachers who have M.A. degrees in excess of 30 hours may use the hours above 30 as part of a group of 10 credits beyond the M.A.

Longevity

With at least 10 years in the Yorktown schools and commencing with the 15<sup>th</sup> year of credited experience, an honorarium of \$1,419 is granted per year.

With at least 15 years in the Yorktown schools and commencing with the 20<sup>th</sup> year of credited experience, an additional honorarium of \$5,562 is granted per year.

With at least 20 years in the Yorktown schools and commencing with the 25<sup>th</sup> year of credited experience, an additional honorarium of \$2,664 is granted per year.

With at least 25 years in the Yorktown schools and commencing with the 30<sup>th</sup> year of credited experience, an additional honorarium of \$1,615 is granted per year.



**COACHES SALARY INDEX**

The base for minimum salaries for each season/sport shall be as follows:

| <b><u>SEASON/SPORT</u></b> | <b><u>2006-07</u></b> | <b><u>2007-08</u></b> | <b><u>2008-09</u></b> | <b><u>2009-10</u></b> |
|----------------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Fall (10 Weeks)            | \$4,361.85            | \$4,525.42            | \$4,695.12            | \$4,871.19            |
| Winter (15 Weeks)          | \$5,506.52            | \$5,713.01            | \$5,927.25            | \$6,149.52            |
| Spring (12 Weeks)          | \$4,582.06            | \$4,753.89            | \$4,932.16            | \$5,117.12            |
| Football                   | \$6,510.34            | \$6,754.48            | \$7,007.77            | \$7,270.56            |

1. The formula for assistant/junior varsity/freshman coaches shall be based on the varsity salary for each respective season as follows:

|                   |    |
|-------------------|----|
| Assistant Varsity | .8 |
| Junior Varsity    | .7 |
| Assist. JV        | .5 |
| Freshman          | .5 |
| Assist. Freshman  | .4 |

2. Coaches whose seasons are extended due to state/regional competition (i.e., outside the Section) shall have their salaries extended and prorated on a per diem basis. Coaches whose extended seasons do not require full team practices shall be paid 50% of the full team rate.
3. Yorktown Schools shall provide First Aid/CPR training at no costs to coaches.

### **ADMINISTRATIVE ASSISTANTS**

The stipend increase for Administrative Assistants shall be shall be \$3,333 - 2007/2008; \$3,458 - 2008/2009; and \$3,588 - 2009/2010.

Administrative Assistants shall work 30 minutes beyond the regular teacher's day.

### **K-12 COORDINATORS**

The stipend increase for K-12 Coordinators, Middle School Teacher Coordinators, K-5 Elementary Schools Teacher Coordinators, and High School Treasurer shall be \$3,333 - 2007/2008; \$3,458 - 2008/2009; and \$3,588 - 2009/2010.

## **COMPLIANCE WITH TITLE IX**

“The Yorktown Central School District, 2725 Crompond Road, Yorktown Heights, New York 10598, does not discriminate on the basis of sex in the educational programs or activities which it operates and it is required by Title IX of the Education Amendments of 1972 not to discriminate in such a manner. The requirement not to discriminate in educational programs and activities extends to employment and admission of students. Inquiries concerning the application of Title IX may be made to the Office of Personnel, 2725 Crompond Road, Yorktown Heights, New York 10598, (914) 243-8015.”