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CONTRACTUAL AGREEMENT

between the

YORK CENTRAL SCHOOL DISTRICT

and the

YORK TEACHERS' ASSOCIATION

for

July 1, 2015 through June 30, 2018

88 Members

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PREAMBLE

This agreement, made this 12th day of May, 2015, by and between the Superintendent for and on behalf of the Board of Education of the York Central School District, Livingston County, hereinafter referred to as the “Board” and the York Teachers’ Association, hereinafter called the “Association.”

WITNESSETH:

WHEREAS, the Board and Association have a joint responsibility to provide educational services at a reasonable cost to the District, and

WHEREAS, the members of the teaching profession are particularly qualified to assist in recommending and formulating programs designed to improve educational standards, and

WHEREAS, the Board has a statutory obligation, pursuant to Article 14 of the Civil Service Law, to negotiate with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

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

It is hereby agreed as follows:

ARTICLE 1.0

Section 1.01 – Recognition

The Board, having determined that the Association is supported by a majority of the employees in a unit composed of all professional, certified teachers, guidance counselors, teaching assistants, school nurses, school psychologist, school social worker, and long-term substitute teachers* except administrators, such as Superintendent, Business Manager, Middle/High School Principal, Elementary School Principal, and Pupil Personnel Services Director, hereby recognizes the York Teachers’ Association as the exclusive negotiating agent for the employees in such unit. Such recognition shall extend in accordance with the provisions of the Taylor Law.

* Long-Term Substitute Teachers are referenced in Section 10.06 (page 28).

Section 1.02 – Work Year Description

Secondary Counselor (grades 9-12) work year: Per instructional calendar plus twenty (20) days. The additional twenty (20) days may be worked on any day/vacation that school is not in session with prior administrative approval.

Secondary Counselor (grades 5-8) work year: Per instructional calendar plus twenty (20) days. The additional twenty (20) days may be worked on any day/vacation that school is not in session with prior administrative approval.

Elementary Counselor (grades K-4) work year: Per instructional calendar plus five (5) days. The additional five (5) days may be worked on any day/vacation that school is not in session with prior administrative approval.

School Psychologist work year: Per instructional calendar plus thirty (30) days. The additional thirty (30) days may be worked on any day/vacation that school is not in session with prior administrative approval.

School Social Worker work year: Per instructional calendar plus twenty (20) days. The additional twenty (20) days may be worked on any day/vacation that school is not in session with prior administrative approval.

Teachers' work year: per instructional calendar (180 teaching days + 5 Superintendent's Conference Days).

School Nurse work year: per instructional calendar.

Teaching Assistant work year: per instructional calendar.

Section 1.03 – Definition of Days

1. Business day: any day in which the Business Office is open.
2. Day: a day without any modifying adjective refers to a calendar day.
3. School day: any day when students are in attendance for the instructional program during the ten (10) month school year, including test days and partial days.
4. Working day: any day when the faculty are scheduled to report to work during the ten (10) month school year, including Superintendent's Conference Days and other days when faculty are required to report but students are not.

ARTICLE 2.0

Section 2.01 – Negotiation Procedures

- 2.01.1 It is contemplated that terms and conditions of employment in this agreement shall remain in effect for the period in Article 11.0. Any change of contractual conditions made during the period of this contract will be developed as a result of the liaison process.
- 2.01.2 No later than February 1, 2018, the parties will enter into good faith negotiations over a successor agreement covering the following school year. Either party may request the use of mediation furnished by the State Public Employment Relations Board.
- 2.01.3 Both parties in negotiations may select their own representatives independently from within or outside the school district. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will have all necessary power and authority to make proposals and reach compromises in the course of negotiations.
- 2.01.4 “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 BODY HAS GIVEN APPROVAL.” (Required by New York State Law)

ARTICLE 3.0

Section 3.01 – Dues Deductions

3.01.1 The Board of Education of the York Central School District agrees to deduct from the salaries of its employees dues for the Teachers’ Association and its affiliates as said employees individually and voluntarily authorize the Board to deduct and transmit the total of all deducted amounts to the York Teachers’ Association for proper disbursement. Employee authorization shall be in writing and in the form set forth below: Designation and Deductions Authorization:

Print: Last Name, First Name, Middle Initial	Building
--	----------

Address: _____

TO: Board of Education of the York Central School District pursuant to Chapter 392 Laws of 1967, I hereby designate the York Teachers’ Association as my representative for the purpose of collective negotiations, and I hereby authorize you, according to arrangements agreed upon with such Association, to deduct from my salary and transmit to the York Teachers’ Association the composite total of the dues as certified by the York Teachers’ Association. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the Board and all its officers from any liability therefore. This authority shall be continuous while employed in this school system or until withdrawn by written notice.

Employee Signature	Date
--------------------	------

3.01.2 The Association shall certify to the Board in writing the current rate for membership dues deduction. Any change in dues deductions shall be provided to the Board thirty (30) days prior to the effective date of the change involved.

3.01.3 Deductions referred to in Section 3.01.1 above shall be made in the following manner: Dues to the organization shall be deducted in approximately equal installments, beginning with the first paycheck of the current school year.

- 3.01.4 Additional authorizations submitted at least two (2) weeks prior to any regularly scheduled pay date shall be honored and deductions made for any such authorizations.
- 3.01.5 The Board shall, following each pay period from which dues deduction is made, transmit the composite amount of deductions to the York Teachers' Association for proper transmittal to the designated affiliates. The first and/or final transmittal shall be accompanied by a listing of the members for whom deductions have been made and the amount deducted for each.
- 3.01.6 An employee may withdraw his/her authorization at any time by written notice received by the Board at least two (2) weeks prior to the effective pay period.

Section 3.02 – Credit Union Deduction

The Board agrees to continue a payroll deduction program for the Genesee Valley Federal Credit Union consistent with arrangements satisfactory to the Administration and the Teachers' Association.

Section 3.03 – Vote Cope and NYSUT Benefit Trust

The Employer shall remit payments to VOTE/COPE and the NYSUT Benefit Trust upon submission of a signed authorization to the payroll office for anyone within the bargaining unit. Such signed authorization may be discontinued at the end of its term upon written notice by the employee to the employer.

Section 3.04 – Pay Schedule

Association members may elect to be paid on a 26-pay plan. Members will notify the Business Office annually before the last day of school to begin pay cycle starting September 1.

ARTICLE 4.0

Section 4.01 – Curriculum

The development of curriculum shall involve the certified teachers and Administrators. Outside agencies or individuals may be called upon for assistance in curriculum development, organization, or revision. Affected professional staff may be called on for assistance and consultation in curriculum projects. The Board and Administration recognize that teacher talent is a valuable asset to the district, and recognizing the need for curriculum projects at all levels and areas, the following options may be utilized:

1. Meetings for the discussion and not development of curriculum may be called at the discretion of the curriculum coordinator or building principal at no extra cost to the District.
2. Assignment of teachers through released time may be made during the instructional day at no extra cost to the District.
3. Voluntary curriculum work by the teacher on Board-approved projects outside of the designated instructional day or during the summer vacation will be compensated at a rate of:
 - \$25.00 per hour (July 1, 2015 – June 30, 2016)
 - \$26.00 per hour (July 1, 2016 – June 30, 2017)
 - \$27.00 per hour (July 1, 2017 – June 30, 2018)

Final payment of all curriculum salaries will be contingent upon the receipt by the appropriate building principal of satisfactory documents which can be used to implement appropriate curriculum development, organization or revision.

All appointments for curriculum projects will be subject to recommendation of the Administration and approved by the Board.

Coordinator of all curriculum projects shall be the appropriate building principal or his/her designee. Final scheduling of all curriculum projects shall be the responsibility of the Administration, giving due regard to total scheduling, teacher availability and preference. It is agreed by the parties that the final approval and adoption of curriculum development, organization, or revision is the sole obligation and legal function of the Administration and the Board.

ARTICLE 5.0

Section 5.01 - Salaries

A. Salaries for Association Members in this Unit:

2015-16: 3.4% increase over the previous year
2016-17: 3.2% increase over the previous year
2017-18: 3.0% increase over the previous year

B. Starting Salary for New Teachers: 2015-16: \$36,000
2016-17: \$36,500
2017-18: \$37,000

C. Starting Salary for Teaching Assistants: 2015-16: \$15,000
2016-17: \$15,250
2017-18: \$15,500

Section 5.02 - Graduate Hours

1. All Association members, except teaching assistants and nurses, who take graduate courses leading to permanent/professional certification (first Master's degree leading to certification) will be reimbursed at the current SUNY tuition rate. To qualify for tuition reimbursement, these graduate credit hours must meet the following conditions:
 - (1) Credit hours shall be for graduate courses leading to permanent/professional certification (first Master's degree leading to certification).
 - (2) Have prior written approval of the building principal and Superintendent.
 - (3) Be within the Association member's area of certification or teaching area.
 - (4) The Association member receives a final passing grade of B- or better or a "Passing" grade if the course is scored on a Pass/Fail basis.

Association members who seek tuition reimbursement for graduate courses beyond their first Master's degree can submit a letter of request to the superintendent with a rationale for reimbursement.

Nothing in this section will alter any additional compensation for graduate hours that Association members have been granted under prior contractual agreements.

2. Non-teacher Association members with professional licensure (i.e. speech therapist, social worker, school nurse) will receive payment for courses required to maintain professional licensure. To qualify, an Association member needs prior written approval from his/her direct supervisor. This can be accomplished through the conference request procedure and form. It will be necessary to provide evidence that the coursework is required to maintain professional licensure.
3. For hours earned after contract ratification, teaching assistants will be reimbursed at the rate of \$55.00 for every credit hour earned toward teaching assistant certification.

Section 5.03 – In-Service Credit

1. Payment for voluntary in-service courses and other professional development which takes place outside of the workday shall be at the per credit hour paid for graduate hours. One credit hour equals fifteen (15) clock hours of in-service and other professional development work. Effective paydates for October 1st certification period will be September 1st and March 1st period will be February 1st. To qualify for payment, however, in-service and professional development must meet the following conditions:
 - a. The School District is not paying for course.
 - b. In-service and professional development credit hours will be for the purpose of improving or developing the quality of teaching and learning.
 - c. Have prior written approval of the building principal and Superintendent.
 - d. Present proof of satisfactory completion and participation.
 - e. Required in-service or professional development, such as Superintendent Conferences or workshops scheduled during the teaching day, and at a time when the staff member is on regular payroll, does not qualify for additional credits.
2. Association members who are voluntarily participating in a BOCES-sponsored in-service program during July and August will be compensated at the rate of \$75.00 per day upon approval of conference request form.

Section 5.04 – Experience Credit

Prior experience is a negotiable consideration between this School District and the candidate. The initial salary agreement signed by the candidate shall reflect a beginning salary step placement or negotiated credit for previous experience, if any.

Section 5.05 – Extra Instructional Chairpersons

- A. Chairpersons shall perform duties as listed in the current job description. Such duties include but are not limited to furnishing the Board of Education with a year-end report evaluating the goals and accomplishments of the previous year's operation with recommendations for the subsequent school year.
- B. Chairpersons are evaluated annually and are appointed annually. Stipends for the chairpersons named below are listed in Appendix A.
- C. There will be one middle/high school department chairperson for each area identified below:
 - 1. MS/HS English and LOTE Dept.
 - 2. MS/HS Math Dept.
 - 3. MS/HS Science Dept.
 - 4. MS/HS Social Studies
 - 5. Middle School Coordinator
 - 6. MS/HS PPS
 - 7. MS/HS Vocational, Fine Arts, and Library Media Science Depts.
 - 8. MS/HS Phys. Ed. and Health
- D. There will be one elementary school grade level chairperson for each grade and special area subjects:
 - 1. Kindergarten
 - 2. First Grade
 - 3. Second Grade
 - 4. Third Grade
 - 5. Fourth grade
 - 6. Fifth Grade
 - 7. Sixth Grade
 - 8. Elementary PPS
 - 9. Elementary Special Subjects
- E. There will be one chairperson for each of the following areas:
 - 1. AV Tech Coordinator (sound)
 - 2. AV Tech Coordinator (lights)
 - 3. Laptops Coordinator
 - 4. School to Work Coordinator

Section 5.06 – Tutoring

Tutoring is payable at the rates listed below plus current approved mileage rate. All tutorial arrangements are to be made by the social worker with time sheets approved by a designated certified administrator prior to submission to the Business Office. One hour preparation time will be allowed for every two hours of instruction.

Tutoring Rates:

- \$25.00 per hour (July 1, 2015 – June 30, 2016)
- \$26.00 per hour (July 1, 2016 – June 30, 2017)
- \$27.00 per hour (July 1, 2017 – June 30, 2018)

Section 5.07 – Extra Curricular Coaches and Advisors

Selection process for all extracurricular positions: Coaches, Clubs, and Class Advisors:

A. All extracurricular positions are for one year and are approved by the Board of Education.

B. Clubs and Class Advisors:

Building principals advertise and make recommendations to the Superintendent for Board of Education approval. Association members will be given priority for all club and class advisorships. In the event no Association member applies or in the opinion of the appropriate building principal an Association member who applies is deemed to be unqualified or unsuitable, the district may then seek outside applications.

C. Coaching Selection Procedure:

The Athletic Director will post all athletic coaching positions each season. Preference for hiring will be given to Association members who are certified coaches. This does not preclude the Athletic Director from hiring a non-Association member if he/she deems the candidate to be more qualified for the coaching position.

D. Athletic salaries are listed in Appendix B; non-athletic salaries are listed in Appendix C.

Section 5.08 – New Extra Curricular Clubs

New clubs may be recommended to the Board and the Association for inclusion into the Contract, but no stipend will be paid until approved by the Board per Board Policy No. 7412.

Section 5.09 – Medical Insurance

5.09.1 Current Association members (hired on or before June 30, 2015) can choose one of the three health insurance plans described below provided by the Finger Lakes Area School Healthcare Plans consortium.

Blue Point-2 (\$20 co-pay)	Healthy Blue (\$25/\$40 co-pay)	High Deductible Healthy Blue (\$1300 single plan / \$2600 family plan deductibles)
Contribution Rates: 85% district / 15% Association member	Contribution Rates: 85% district / 15% Association member	Contribution Rates: 90% district / 10% Association member
Rx Tiers: 5/20/35	Rx Tiers: 5/25/50	Rx Tiers: 5/35/70 (after deductible is met)

Association members hired on or after July 1, 2015 can choose one of the two health insurance plans described below provided by the Finger Lakes Area School Healthcare Plans consortium.

Healthy Blue (\$25/\$40 co-pays)	High Deductible Healthy Blue (\$1300/\$2600 deductibles)
Contribution Rates: 80% district / 20% Association member	Contribution Rates: 90% district / 10% Association member
Rx Tiers: 5/25/50	Rx Tiers: 5/35/70 (after deductible is met).

5.09.2 District will provide dental insurance as offered by the Finger Lakes Area School Healthcare Plans consortium with cost sharing that matches the health insurance contribution rates shown above.

5.09.3 District will provide a Flexible Benefits Plan per Sec. 125, IRS Code for those Association members not enrolled in the High Deductible Healthy Blue plan.

5.09.4 The District will make biannual contributions (per fiscal year) to a Health Savings Account for those Association members enrolled in High Deductible Healthy Blue (\$1300/\$2600 deductibles) as per the following schedule:

- First Half – no later than August 1
- Second Half – no later than February 1

The total annual contributions to a Health Savings Account are:

- Family Plan (includes Family No Spouse or Two Person Designations) = \$2600 per school year
- Single Plan = \$1300 per school year

- 5.09.5 The District will annually contribute \$75.00 to an IRS 105(H) Health Reimbursement Account for each Association member not enrolled in the High Deductible Healthy Blue plan. Any unused funds will be carried over to the following school year. Upon retiring from the district, an Association member will be allowed to use any accrued funds, as allowed by IRS Code 105(H) until such funds are exhausted.
- 5.09.6 On an annual basis, Association members can select a health insurance plan once during Open Enrollment or when a Qualifying Event arises.
- 5.09.7 The District will annually contribute \$1500.00 per fiscal year to any employee who elects not to participate in the District's health insurance plans. This will be paid in one annual installment at the end of the fiscal year (by June 30th). In cases where spouses are both District employees, those spouses cannot both receive this benefit.

Section 5.10 – Unused Sick Days

5.10.1 Requirements, Notification, and Payment:

An Association member who resigns with twenty (20) years of service to the District or is retiring shall have the salary of his/her retirement year increased by an amount equal to the number of unused sick days up to 300 multiplied by \$50.00. The requirements are as follows:

- A.1. Fall Retirement: Association members who wish to retire after the first semester (January 31st) shall notify the Board in writing by February 1st of the school year preceding the school year of retirement. Failure to meet this stipulation will cancel the benefit. In the event of a catastrophic occurrence, the Board of Education would agree to review on an individual basis.
- A.2. Spring Retirement: Association members who wish to retire after the second semester (June 30th or August 31st) shall notify the Board in writing by February 1st of the current school year of retirement. Failure to meet this stipulation will cancel the benefit. In the event of a catastrophic occurrence, the Board of Education would agree to review on an individual basis.
- A.3. Retired Association members may leave accumulated sick leave monies with the District to offset Association member/family health insurance program costs between the time of retirement and age 65, providing they meet the February 1st Fall retirement and February 1st Spring retirement deadline.

- B. If the District is notified after the February 1st Fall retirement and February 1st Spring deadline, the Association member can either receive payment of \$50.00 for each unused sick day up to 300 days or leave the monies with the District to offset Association member/family health insurance program costs between the time of retirement and age 65.
- C.1. The retired Association member/family may also participate in the District's health insurance program at his/her own expense after retirement.
- C.2. An Association member who is at least 55 years of age and who retires after twenty (20) calendar years of service with the District will be eligible to have the District pay his/her health insurance costs at the same cost sharing rate as specified in Section 5.04.1 of this Contract, until Medicare takes effect. The cost sharing rate is fixed at the time of retirement, until Medicare eligible. If the Association member retires under the High Deductible Healthy Blue plan, both the cost sharing rate and Health Savings Account contribution (shown in section 5.09.4) will be fixed at the time of retirement until Medicare takes effect. The Association member may leave the accumulated sick leave monies with the District to offset the balance of the health insurance costs for the Association member and the cost of family health insurance.
- C.3. Any adjustment to be made on the Association member's salary will be made on the last check the Association member receives.
- C.4. Fall retirement must utilize a January 31 retirement date, and Spring retirement Association member must utilize a June 30 retirement date.

Section 5.11 - Retirement Incentive

1. An Association member, except teaching assistants, who has reached his/her first year of eligibility, without penalty for early retirement, as a member of the New York State Teachers' Retirement System, is at least 55 years of age and has a minimum of twenty (20) years of service to the District may qualify for a retirement incentive. This Association member must resign his/her position by February 1st of the first year of his/her eligibility, with his/her resignation taking effect on either August 31st of that year or January 31st of the following year.
2. The Association member, except teaching assistants, who retires in his/her first year of eligibility will receive a retirement incentive of \$15,000 for the first twenty (20) years of service to the district, plus \$750 for each additional year of service for years 21 through 30 and \$1,000 for each full year of service after thirty (30) years.
3. A teaching assistant who retires in his/her first year of eligibility and has a minimum of 20 years of service to the district, will receive a retirement incentive of \$2,000.
4. In addition to monies stipulated in No. 2 above, an Association member, except teaching assistants, who retires in his/her first year of eligibility will receive \$65.00 for each unused sick day at the date of retirement.
5. An Association member, except teaching assistants, who retires with a minimum of 15 years of service to the district, but less than 20 years, and in his/her first year of eligibility as noted in paragraph No. 1 will receive \$250 for each year of service and \$50.00 for each unused sick day. Notification requirements are the same as paragraph No. 1.
6. All retirement incentive amounts received under this section will be available for deposit in a non-elective IRC 403(b)(7) plan. In no circumstances may an Association member receive any retirement incentive amounts in cash.

The District will make an annual contribution to an IRC 403(b)(7) plan of the Association member's choice for a period of up to five years following his/her retirement in accordance with the following:

- (1) July 1 of the year of retirement: up to the employee's maximum amount contributable for that calendar year under the Internal Revenue Code and its regulations, as

may be modified from time to time, not to exceed the value of the Association member's retirement incentive amount; and

- (2) July 1 of subsequent years (not to exceed four additional years): the remaining amount (if any) of the Association member's retirement incentive amount, up to the employee's maximum amount contributable for each applicable year under the Internal Revenue Code and its regulations, as may be modified from time to time. In the event a retired unit member dies before all contributions are made, the remainder of funds due to the deceased shall be forwarded to the Association member's estate.

Section 5.12 – Sabbatical Leave

Employees who have served at least seven (7) years in the District shall, upon recommendation of the Superintendent and building principal, and with the approval of the Board, be granted leave of absence for the purpose of study or travel upon the following conditions:

1. Applicants must file with the Superintendent a statement of the definite purpose for which such a leave is desired. This statement must include the fully accredited college or university at which the individual is to study and the courses to be pursued or the extent and purpose of travel and how it will relate to that person's certification area. Such statement must meet with the approval of the Board. Persons awarded a travel sabbatical are required to submit a written report to the Board following their travel, and the report will detail all activities and dates making up the sabbatical period. This must be done as a verification of the individual's full qualification of the salary provision. Applications for sabbatical leave must be submitted to the Superintendent four (4) months prior to the intended start of the leave.
2. Applicants must file with the Board a written agreement to remain in the service of the District for three (3) years after the expiration of such leave or in case of resignation within the three (3) years, to refund the District such proportionate amount of the salary paid during the leave of absence as the unexpired portion of three (3) years shall dictate.
3. Such leave shall be granted for one (1) full year or one-half year. Association members taking such leave shall not be eligible for such leave again until seven (7) years have expired after return.
4. During the term of sabbatical, the Association member will not receive a salary and seniority will be "frozen." The Association member can continue in the District's insurance plans during the term of sabbatical but with full cost borne by the Association member.

5. No more than one (1) Association member (K-12) shall be granted a sabbatical leave in any given year.
6. An Association member on a full-year sabbatical leave will notify the District of his/her intention to return to work at least sixty (60) days prior to the end of the sabbatical leave. Failure to file the proper notice with the District within the time frame described will constitute abandonment of employment and a replacement will be recruited.
7. It is understood that economic factors could prevent the granting of sabbatical leave.

ARTICLE 6.0

Section 6.01 – Grievance

6.01.1 Definitions

- A. A “grievance” is a claim based upon an event(s) or condition(s) which affects the welfare and/or terms and conditions of employment of an Association member or group of Association members and/or interpretation, meaning, or application of any of the provisions of this Agreement or any subsequent Agreement entered into pursuant to this Agreement.
- B. An “aggrieved person” is the person or persons making the claim.
- C. A “party of interest” is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

6.01.2 Purpose

- A. The purpose of this procedure is to secure equitable solutions to the problems which might arise between Association members, Association, and/or Administration and Board.
- B. Nothing herein contained will be construed as limiting the right of any Association member(s) and/or the Association having a grievance to discuss the matter informally with any appropriate member of the Administration. No settlement of an informal nature shall be made with an individual Association member which shall be inconsistent with the provisions of this Agreement.

Procedure

Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every reasonable effort shall be made to expedite the process.

- A. **Level One** (informal stage). The aggrieved person shall present his/her grievance in writing within fifteen (15) working days after the grievant knew or should have known of the events giving rise to the grievance to the designated certified administrator, who shall orally and informally discuss the grievance with the aggrieved person.

The designated certified administrator shall render his/her determination to the aggrieved person within ten (10) working days after the grievance has been presented to him/her. If such grievance is not satisfactorily resolved at this level or stage, the aggrieved person may proceed to Level Two.

- B. **Level Two.** If the aggrieved person disagrees with the disposition of his/her grievance at Level One, he/she will, within ten (10) working days, present the grievance in writing to the District's Superintendent, specifying the Contract section (if any) which is the subject of the grievance. The Superintendent shall arrange a meeting with the aggrieved person and his/her designee within ten (10) working days. The Superintendent shall make a disposition of grievance to the parties of interest in writing within ten (10) working days of such a meeting.
- C. **Level Three.** If the aggrieved person is not satisfied with the decision made at Level Two, he/she shall submit within ten (10) working days his/her grievance in writing to the Association Grievance Committee. If the Association Grievance Committee deems the grievance meritorious, it shall within ten (10) working days refer the grievance to the President of the Board of Education. Within twenty (20) working days of the receipt of a grievance by the President of the Board, the Board shall meet with the aggrieved person, or his/her designee, for the purpose of resolving the grievance.
- D. **Level Four.** If the aggrieved person and the Association Grievance Committee are not satisfied with the decision at Level Three, or if no decision has been rendered within ten (10) working days, and the Association Grievance Committee determines that the grievance is meritorious, it may submit the grievance to

arbitration by written notice to the Board within fifteen (15) working days of the decision at Level Three.

1. The Association and the Board may agree upon a mutually acceptable arbitrator. If they do not, the Association may submit the matter to the American Arbitration Association for selection of an arbitrator in accordance with American Arbitration Association rules.
2. The arbitrator's decision will be in writing and will set forth the issues submitted. The arbitrator will be without power or authority to make any decisions which require the commission of an act prohibited by law or which is violative of the terms of this Agreement. In grievances arising under the Contract, the decisions of the arbitrator shall be binding on both parties. In grievances arising outside the scope of the Contract, the recommendations of the arbitrator shall be advisory.
3. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses will be the responsibility of the losing party. If there is a dispute whether the Board or the Association is the losing party, the arbitrator will be requested to resolve the question.

6.01.4 Rights of Employees to Representation:

Any party of interest may be represented at any or all stages of grievance procedure by a person(s) of his/her own choosing. When an employee is not represented by the Association, the Association shall have the right to be represented and to state its view at all stages of the grievance procedure.

6.01.5 Miscellaneous:

- A. If, in the judgment of the Association Grievance Committee or its designee, a grievance affects a group or class of employees, the Association Grievance Committee, or its designee, may process such a grievance as though it were an individual grievance. In such a case, the Association may process for all persons concerned, even though an individually aggrieved person may not wish to do so.
- B. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

- C. Forms for filing of grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents will be prepared with the approval of the Association and Board, by joint committee of the Administration and Association.
- D. It is expressly understood that this grievance procedure shall not be used to delay the resolution of conflicts that might arise related to the interpretation of this Agreement.
- E. It is understood that the time limits stated at all levels of the grievance process shall be the maximum amount of time either party has to respond within that step of the procedure. If the District or the Association fails to respond within the time specified at any step, the party not meeting the time allotment will forfeit the grievance.

ARTICLE 7.0

Section 7.01 – Student Discipline and Employee Protection

The following actions and protections shall be provided for the Association member by the Administration and the Board.

- A. Assault, threat of physical harm, or other violence, including property damage, abusive language, or abusive actions: student will be sent out of class to the Administrator for appropriate discipline. Possible disciplinary actions which could be imposed at the discretion of the Administration include, but are not limited to:
 - 1. Suspension (immediate or delayed)
 - 2. Both parents called in for conference, unless extenuating circumstances prevent both parents being present.
- B. Right to expect and will receive complete cooperation from the Administration.

The following specific protection shall be provided the Administration and the Board:
Right to expect and will receive complete cooperation from the Association member.

ARTICLE 8.0

Section 8.01 – Liaison Committee

A Liaison Committee shall be established consisting of the Superintendent, Pupil Personnel Services Director, building principals, and Association Liaison Committee.

8.01.1 Purpose:

To maintain a cooperative and harmonious educational system through discussion of district-wide issues of mutual interest.

8.01.2 Method:

This committee shall function through informal discussions whose agenda is arranged in advance by mutual agreement by the Association President and the Superintendent. If mutual agreement about the agenda is not reached, the problem under discussion may be brought to the attention of the Board.

8.01.3 Approval:

All agreements between the Association and the Administration must be approved by majority vote of the Teachers' Association. The committee may and should make its recommendations known to the Association before such vote. Any decisions reached requiring Board policy or action shall be submitted to the Board for its consideration at a regularly scheduled Board meeting.

8.01.4 Meetings:

Meetings shall be arranged upon request of both the Association President and the Superintendent. Frequency, length, and ground rules shall be determined by the Association President and the Superintendent. Emergency meetings shall be held at the request of the Association President and/or Superintendent, and no written agenda shall be required for such emergency meetings. The Liaison Committee and Liaison Process are not meant to circumvent building and departmental decision-making process.

ARTICLE 9.0

Section 9.01 – Teacher Observations

Teacher Observations:

Probationary and tenured teachers' observations and evaluations are addressed and detailed in the District document, "Annual Professional Performance Review". This document governs the process and contents to be used in determining a teacher's performance. This document is revised to reflect that it governs only Section 9.01 of this collective bargaining agreement, and that teacher evaluations will be conducted by the designated certified administrator and/or other certified administrators.

The parties agree that they will commence negotiations concerning the Annual Professional Performance Review (APPR) plan for the 2015-16 school year as soon as practicable after adoption of regulations of the commissioner of education required by the 2015-16 budget bill. Any agreement resulting from such negotiations shall be subject to ratification by the Board of Education and the membership of the Association. The parties hereby express their intent to conduct such negotiations in an expeditious manner so that an APPR plan can be submitted to the commissioner of education in time for approval of the plan by the due date proscribed by the commissioner of education.

Section 9.02 - Mentoring Policy

1. The Board of Education has established a Teacher Mentor-Intern Program in accordance with Commissioner's Regulation 100.2.
2. The annual stipend for mentors will be \$1,500.

Section 9.03 - Fair Dismissal

The Board gives assurance that all probationary employees will be reviewed by the Administration and Board yearly. The Board will act on reasonable grounds only. The Board will notify the probationary employee in writing of its decision no later than May 1 of his/her final year of probation.

Section 9.04 - Conferences

Conferences are placed in two categories: "One Day" and "Extended". "One Day" conferences and workshops are at the discretion of the designated certified administrator, while "Extended" (those involving overnight accommodation, etc.) are approved at the discretion of the Board of Education.

Number of conferences (extended):

Generally, one per department per year with participation rotating among members or previously designated alternates. Generally, one coach per sports season (Fall, Winter, Spring) may attend a conference at any time during the calendar year, with selection being made on a rotating basis insofar as possible. Payment for lodging, meals, registration, and mileage is made upon presentation of approved bill.

Reporting:

Conference participants must give an oral or written report to his/her department, grade level, building principal, and/or Board as the situation warrants.

Section 9.05 - Visitation Day

The Board, recognizing the value of professional improvement through selected visitations to other schools and programs, will allow time for this purpose. This visiting or professional time will be at the discretion of the Administration and must be implemented by proper prior arrangements with both local and outside school administration. A report of a visit and its significant points or possible benefits shall be furnished to the department chairperson and administration subsequent to the visit. The form and scope of the report are to be determined by the person to whom the report is made.

Section 9.06 - Staff Development

The York Central School District will participate in Superintendent's Conference Days as allotted by the State Education Department and approved by the Board of Education. All Association members of the staff shall attend and participate in the scheduled Superintendent's Conference Days that are planned jointly by the Administration and faculty representatives. Personal Day requests on these staff development days will be granted by the Superintendent only for emergency reasons.

Section 9.07 - Personal Days

Three personal days per year are granted for Association member use. These days do not require any justification but require prior notification to the Superintendent. Personal day notice seven (7) working days in advance is recommended so substitute arrangements can be made. A minimum of two (2) working days' notice is required except in case of emergency.

Three Association members per building will be allowed to use a personal day before or after a vacation. The following guidelines will need to be followed in order to obtain the Superintendent's approval for the use of a personal day before or after a vacation:

1. Written requests shall be submitted at least thirty (30) days prior to the desired personal day.
2. Requests are to be submitted during the school calendar year of the desired personal day.
3. If an Association member submits a request for a particular day after three other Association members' requests were previously approved, that Association member will have priority for the same day the following year.
4. Only one request per Association member will be approved for the school year.

In the case of an emergency, the Superintendent may grant a personal day before or after a vacation without meeting the above criteria.

Personal days may accumulate to five (5). If an Association member has personal days which, when accumulated, would exceed five (5) permitted herein above, such excess over five (5) shall be considered as sick days pursuant to Section 9.08 herein and allowed to accumulate as such to the allowable maximum as provided in that Section; namely, 300 days. Upon an Association member's retirement, all unused personal days will be paid at the same rate as sick days.

Section 9.08 - Sick Days and Bereavement Leave

Ten (10) sick days annually are to be granted by the Board. This leave may be used for personal illness or illness in the immediate family. In case of illness, immediate family shall include parent, spouse, brother, sister, children or dependents who reside with the immediate family.

Association members will be granted bereavement leave with no loss of pay for up to five (5) work days per event for the death of an immediate family member (parent, spouse, child, step-child, sibling, or dependent who resides with the Association member).

Bereavement leave with no loss of pay for up to two (2) days per event will be granted for the death of a close family member (grandparent, in-laws, aunt, uncle, niece, or nephew).

An Association member who has been absent from work due to illness for five (5) or more consecutive working days must submit a note from a licensed health care professional prior to his/her return to work. Any sick days not used in any year may be accumulated to a maximum of 300 days.

Sick days earned in excess of the maximum 300 days will be paid to the Association member at a daily rate of \$50.00. Payment will be included in the last check of the school year in which the days exceed 300.

Section 9.09 - Sick Bank

1. The purpose and philosophy of a sick bank is to provide security to Association members when they suffer a prolonged illness or injury that causes the Association member to exhaust all of his/her accumulated sick leave.
2. All Association members are eligible to join. The open enrollment period will be September of each year. Once enrolled, the sick bank member must stay in the bank until the following September. Upon enrolling, each new member will contribute two (2) sick leave days to the bank. All contributions to the sick bank are non-returnable.
3. A member may leave the sick bank only by notifying the Business Office during the open enrollment.
4. A member who leaves the sick bank and then wishes to return must contribute another two (2) sick days to the bank.
5. The bank will have a maximum number of 250 days. The maximum cap may be exceeded only when new members, by joining, cause the sick leave bank to exceed 250 days.
6. If the sick bank falls below 50 days, each member of the bank will be assessed an additional day of his/her personal accumulated sick leave. If a member is out of sick days, he/she will be assessed a sick day from his/her next school year's allocation.
7. Only members of the sick leave bank are eligible to withdraw days.
8. A committee shall be established to consider requests for the use of sick leave bank days. The committee shall be composed of five (5) representatives: three (3) Association members and two (2) administrators. One of the Association members shall be named the chairperson of the committee.

The Association will hold the District harmless for all decisions made by the committee. Decisions of the committee will not be subject to the grievance procedure of this Agreement.
9. Application to the sick leave bank must be in writing and shall be accompanied by a doctor's statement indicating that the applicant cannot resume normal work duties. The application will include an estimate of the days needed.
10. Sick bank days will be given in full-day increments only and will commence on the 21st consecutive working day of absence or when all sick time is exhausted, whichever is later. This twenty (20) day "waiting period" is renewable annually.
11. An applicant may request up to twenty (20) days at one time. The applicant may apply for additional days but must complete the process described above with an updated

doctor's statement and date of return. The maximum number of days a member may receive is ninety (90) days per school year.

12. Sick bank days given to a member but not used will revert back to the sick bank immediately upon the member returning to work.

13. Each application for days will be held in strict confidence and judged on its own merit. Past practice or precedence will not be a determining factor.

Section 9.10 - Family Medical Leave Act (FMLA)

The Family Medical Leave Act of 1993 enables eligible employees of the District to take unpaid leave for qualifying family and medical conditions or occurrences. The leave may be for a period of up to 12 weeks per year. During the period of FMLA leave, the eligible employee would retain his/her health insurance benefits as they were when the leave began. Further details as to eligibility and benefits under FMLA are set forth in Board Policy No. 6551. All leave and benefit provisions of this contract will be counted toward the leave and benefit provisions of the FMLA, as permitted by law. FMLA leave and benefits will be applied for eligible employees if the contractual leave and benefits provide less than the FMLA. Nothing contained in this article shall limit the rights of the District or Association members under state or federal law.

Section 9.11 - Association Member Work Day:

1. Association members, except teaching assistants, will work 7 hours and 25 minutes consecutively each working day - as assigned by their direct supervisor. The same conditions will apply for teaching assistants except that the work day will be eight consecutive hours.

The start time will be between the hours 7:35 A.M. and 8:20 A.M. The end time will be between the hours 3:00 P.M. and 3:45 P.M. Included in this work day will be at least a thirty (but no more than forty) minute duty-free lunch. In cases of emergency, Association members shall provide additional coverage until the pupils are safely aboard buses.

Schedules will be set annually by the administration and announced by June 1st for the upcoming school year. Association members' annual schedules will be consistent each day except when mutually agreeable between the Association member and his/her direct supervisor.

2. Teachers will be given two (2) daily planning periods as duty-free as possible. The total time allotted for these planning periods is not to exceed eighty (80) minutes.

3. Two (2) days will be set aside annually for parent/teacher conferences. A minimum of one evening must be scheduled to accommodate working parents. Teachers are expected to work the standard number of work hours, as noted in this section, during

the two-day period; therefore, they must plan their work hours in a flexible manner, and with their administrator's approval, to meet the needs of their students' parents.

Section 9.12 – Personnel File

Any negative material placed in an Association member's personnel file shall be made available to that Association member prior to placement. That Association member reserves the right to file a written response to said material, such response to be filed within ten (10) school days. To review contents of the file, the Association member must make the request to an Administrator. Such review must take place in the presence of an Administrator. Association members may not remove items from their files. Confidential personal reference type materials will not be available for Association member inspection.

Section 9.13 - Childcare Leave

Association members may have up to one year of unpaid leave of absence for the purpose of caring for a child. Members will notify the Board at least three months before taking leave.

Section 9.14 – Professional Attire

The Association supports wearing professional attire during the school day. Jeans, shorts, sleeveless tops, T-shirts, sweats, spandex, etc., are not appropriate attire for employees working in the public eye. This list is not meant to be exhaustive. Administrative supervisors may allow a relaxed dress code for special occasions or observances, during summer school, or for those job assignments that require it.

Section 9.15 – Association Business

Upon Superintendent approval, the Association may use working days to conduct Association business, which may include one-day and overnight business trips. The Association will pay all expenses, including substitute teacher costs at the substitute teacher pay rate.

ARTICLE 10.0

Section 10.01 – Agreement Changes

This Agreement shall constitute the 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 written and signed amendment to this Agreement. If the Board adopts a change in policy which affects existing wages, hours, or any other conditions of employment which is not covered by the terms of this Agreement and which has not been proposed by the Association, the Board will notify the president of the Association in writing that it is considering such a change. The Association will have the right to negotiate such items with the Board, provided that it files such a request with the Board within five (5) school days after receipt of said notice. (Portions of Board minutes which pertain to Association members shall be made available to the Association.) Liaison Committee and grievance procedure will be used before applying the term of this paragraph whenever possible.

Section 10.02 – Individual Agreement

Any individual arrangement, agreement, or contract between the Board and an individual Association member, hereafter 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 excepting that it is expressly agreed that the Board may at any time appoint an Association member at a salary above the current salary schedule if in its best judgment the Board deems that conditions warrant such action. The Administration and Board will make efforts to notify the Association when such off-step appointments are being considered due to unique situations or requirements of the District. Interested individuals may apply for such appointments and be appointed subject to the recommendation of the administrative staff and approval by the Board. No individual arrangement, agreement or contract shall contain any language or terms inconsistent with this Agreement during its duration.

Section 10.03 – Agreement Copies

One copy per employee; additional copies as requested by the Administration.

Section 10.04 – Savings Clause

If any provision of this Agreement, or any application of this Agreement to any Association member or group of Association members, shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Section 10.05 – Clean Air Environment

The Board and Association agree that there is a need to provide a smoke-free environment at York Central School. In accordance with Chapter 565 of the Law of 1994 amending the Education Law and the Public Health Law, which became effective August 25, 1994, York Central School buildings and grounds are smoke-free.

Section 10.06 – Long-Term Substitute Teachers

A long-term substitute teacher is defined as a teacher appointed by the Board of Education to fill a temporary teaching vacancy in a classroom for a period of ninety (90) consecutive days or longer. Long-term substitute teachers are entitled to all the rights and privileges accorded a first year teacher, prorated for the period of appointment.

ARTICLE 11.0

Section 11.01 – Duration of Agreement

Contract shall be effective July 1, 2015 and shall continue in effect through June 30, 2018.

Michael Barrett, President
York Teachers’ Association

and negotiators for York Teachers’
Association:

William MacKenzie

Sheri Nevinger

Peter Robinson

Joseph Graves, President
York Central Board of Education

and negotiators for York Central
School District:

Steven Beardsley

Daniel Grant

Brad McClain

Daniel Murray

APPENDIX A – Extra Instructional Chairperson Stipends

Chairperson / Coordinator	Annual Stipend
Kindergarten	\$1900
First Grade	\$1900
Second Grade	\$1900
Third Grade	\$1900
Fourth Grade	\$1900
Fifth Grade	\$1900
Sixth Grade	\$1900
Elementary PPS	\$1900
Elementary Special Subjects	\$1900
MS/HS English and LOTE Dept.	\$1900
MS/HS Math Dept.	\$1900
MS/HS Science Dept.	\$1900
MS/HS Social Studies Dept.	\$1900
Middle School Coordinator	\$1900
MS/HS PPS	\$1900
MS/HS Vocational, Fine Arts, and Library Media Science Depts.	\$1900
MS/HS Phys. Ed. and Health Dept.	\$1900
AV Tech. Coordinator (sound)	\$950
AV Tech. Coordinator (lights)	\$950
Laptops Coordinator	\$2000
School to Work Coordinator	\$2500

APPENDIX B – Athletic Salaries

Season / Sport	Varsity	Junior Varsity or Assistant Varsity	Modified
Fall / Football	4250	3000	2000
Fall / Soccer	3500	2500	1750
Fall / Volleyball	3500	2500	1750
Winter / Basketball	4250	3000	2000
Winter / Cheer	3500	2500	1750
Winter / Swimming	4250	3000	2000
Winter / Wrestling	3500	2500	1750
Spring / Baseball	3500	2500	1750
Spring / Softball	3500	2500	1750
Spring / Tennis	3500	2500	1750
Spring / Track	3500	3000	1750

The above salaries are the base “starting” salary for a coach with no previous experience coaching that particular sport. All prior coaching experience from other schools will be considered in negotiations with the Athletic Director and Superintendent of Schools.

Each coach shall receive an additional yearly increment of \$50.00 for each year of experience in his/her coaching position at York Central School, up to a maximum of ten (10) years, for all positions shown above. Qualification for this increment is based on the sport (i.e. basketball) not by level (i.e. JV or varsity).

There will be a bonus payment of \$200.00 added to the above salary for all coaches who are Association members who coach a second sport in the same school year. An additional bonus payment of \$200.00 will be added for all coaches who are Association members who coach a third sport in the same school year.

A varsity coach whose team competes at a Regional or NYS title contest shall receive a bonus payment of \$200. If there is an assistant varsity coach for this same team, he or she will receive a bonus payment of \$100.

A varsity coach of a sport that includes individual competitions (wrestling, swimming, tennis, or track) shall receive a bonus payment of \$100 if any individual athlete from that team competes in a NYS title competition.

Any bonus payments do not become part of the coach’s base salary.

APPENDIX C – Non-Athletic Extra-Curricular Advisor Stipends

Note: Advisorships and stipends can be shared by no more than two Association members per school year. The only exception is Yearbook Club which can be shared by up to four Association members per school year.

Advisor	Annual Stipend
Art Club	\$1000
Color Guard / Winter Guard	\$1100
Culture Club	\$1000
Environmental Science Club	\$1000
Foreign Language Club	\$1100
Gay Straight Alliance	\$500
Lego Club	\$550
Lifeguard Training	\$900
Marching Band	\$1500
Math Club – High School	\$1000
Math Club – Middle School	\$550
Math Club – Elem. School	\$550
Mock Trial	\$600
Musical – Drama Director	\$1500
Musical – Music Director	\$1500
Musical – Asst. Director	\$500
Musical – Choreographer	\$500
Musical – Set Design	\$750
National Honor Society (2 advisors)	\$650 each
Odyssey of the Mind – Director	\$3500
Odyssey of the Mind – Asst. Director	\$2000
Odyssey of the Mind – regional level coach	\$600
Odyssey of the Mind – state level coach	\$500
Odyssey of the Mind – world level coach	\$900
Pageeturners (3 advisors)	\$575 each
Ski Club	\$575
Student Board	\$575
Student Council – Elementary level	\$575
Technology Club	\$1000
Yearbook Club	\$4000
Freshmen Class (2 advisors)	\$700 each
Sophomore Class (2 advisors)	\$800 each
Junior Class (2 advisors)	\$900 each
Senior Class (2 advisors)	\$1000 each

Music chaperones: Association members who chaperone YCS music students attending solo festival, all-county, or all-state performances will be paid at the tutoring rate.

New Clubs: Once clubs have successfully completed their two year probationary period (per BOE policy 7412), the advisor will be paid a stipend of \$500 beginning with the club's third consecutive year of operation.