



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see <http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Yorktown Central School District and Yorktown Association of Administrators and Supervisors (YAAS), School Administrators Association of New York State (SAANYS) (2013)**

Employer Name: **Yorktown Central School District**

Union: **Yorktown Association of Administrators and Supervisors (YAAS), School Administrators Association of New York State (SAANYS)**

Local:

Effective Date: **07/01/2013**

Expiration Date: **06/30/2015**

PERB ID Number: **6565**

Unit Size:

Number of Pages: **16**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

AGREEMENT
BETWEEN
BOARD OF EDUCATION, YORKTOWN CENTRAL SCHOOL DISTRICT
AND
YORKTOWN ASSOCIATION OF ADMINISTRATORS AND SUPERVISORS
JULY 1, 2013 – JUNE 30, 2016

TABLE OF CONTENTS

ARTICLE	PAGE
I. RECOGNITION	1
II. EVALUATION.....	2
III. ACADEMIC FREEDOM AND RESPONSIBILITY	3
IV. LENGTH OF YEAR.....	3
V. PROFESSIONAL COMPENSATION.....	3
VI. INSURANCES	5
VII. PROTECTION OF ADMINISTRATORS AND SUPERVISORS	7
VIII. CONSULTATION PROCEDURE.....	8
IX. PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT	8
X. MEETING ADMINISTRATIVE AND SUPERVISORY RESPONSIBILITIES	9
XI. ENHANCEMENT OF PROFESSIONAL PERFORMANCE	9
XII. SICK LEAVE	9
XIII. TEMPORARY LEAVES OF ABSENCE	10
XIV. EXTENDED LEAVES OF ABSENCE.....	10
XV. GRIEVANCE PROCEDURE.....	11
XVI. DEDUCTIONS	13
XVII. DURATION OF AGREEMENT	13

ARTICLE I – RECOGNITION

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

High School Principal; Middle School Principal;
Elementary School Principals; Assistant Principals –
High School and Middle School; Director of Pupil
Personnel Services; Director of Guidance/Student
Services; Administrative Assistant High School;
Director of Athletics and Physical Education.

for the purposes of negotiating collectively the determination of the terms and conditions of employment, negotiating collectively the determination of, and administration of grievances arising under, terms and conditions of employment and for the purpose of entering into written agreements in determining such terms and conditions of employment. The period of unchallenged representation will run until seven (7) months prior to June 30, ~~2013~~2016, which is the expiration date of this written Agreement.

- B. This recognition is conditioned upon the aforementioned employee organization having affirmed, and hereby reaffirming, through its officers, that it does not assert the right to strike against any government, or to impose an obligation to conduct, assist or participate in such a strike.
- C. The terms “employee organization”, “terms and conditions of employment”, “government” and “strike” are for the purpose of this Agreement to have the same definition as that which is given to them by §201 of the New York State Public Employees’ Fair Employment Act.
- D. It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor shall not become effective until the appropriate legislative body has given approval.
- E. If any provision of this Agreement or any application of this Agreement to any administrator or supervisor or group of administrators or supervisors shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions and applications shall continue in full force and effect.
- F. This Agreement shall constitute the full and complete commitments by both parties and may be altered, changed, added to, deleted from or modified only through the voluntary,

mutual consent of the parties in a written and signed amendment to this Agreement.

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

ARTICLE II – EVALUATION

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

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

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

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

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

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

ARTICLE III – ACADEMIC FREEDOM AND RESPONSIBILITY

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

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

ARTICLE IV – LENGTH OF YEAR

The work year for administrative or supervisory positions existing as of the date of the execution of this Agreement shall be 11 months except that the work year of the Administrative Assistant High School shall be 10 months. Effective with the 2011-2012 school year, unit members shall attend Graduation Day and such attendance shall not count as one of the twenty (20) work days that 11 month unit members are required to work over the summer.

ARTICLE V – PROFESSIONAL COMPENSATION

1. Compensation:

~~The base salaries of each administrator shall be increased from their previous year's salary by 1.5% effective July 1, 2013, 1.5% effective July 1, 2014 and 1.5% effective July 1, 2015. Each administrator employed by the Yorktown Central School District under the terms of this agreement shall have his/her base contract salary increased by 1.5% effective July 1, 2013, 1.5% effective July 1, 2014 and 1.5% effective July 1, 2015.~~

Effective July 1, 2003, after completion of two (2) years of service, there shall be a longevity payment in the amount of \$2,750. A longevity payment of \$2,500 will be added at the beginning of the tenth year, effective September 1, 2000. Additional longevity payments will be added at the beginning of the 15th year - \$1,000, at the beginning of the 20th year an additional \$1,250, at the beginning of the 25th year an additional \$1,250, for a total of \$8,750.

2. If greater or lesser amounts of time are worked than set forth in Article IV, the following fractional determinations shall apply:

- 10-month employees - 1 month equals 1/10th of base salary.
1 day equals 1/200^{ths} of base salary.
- 11-month employees - 1 month equals 1/11th of base salary.
1 day equals 1/220^{ths} of base salary.

3. Professional Compensation

~~For Continuing with~~ the 2013-14 through 2015-16 School Years, each unit member will be evaluated upon his or her success in accomplishing a significant goal that is determined collaboratively with the Superintendent of Schools and the unit members' immediate supervisor, if any. If the goal is accomplished in a manner rated as "highly satisfactory", .5% of additional salary shall be conferred to the unit member and if the goal is accomplished in a manner rated as "outstanding", 1% of additional salary shall be conferred to the unit member. The salary shall be paid in a lump sum check for the year in which it was earned and shall also go into base salary prior to the percentage increase being applied for the school year commencing July 1. {e.g., if an administrator's 2011-2012 salary after application of 1.25% salary increase was \$100,000.00, prior to June 30th, 2012 if that administrator was rated outstanding he/she would receive a check for \$1,000.00 and that administrator's base salary would become \$101,000.00. July 1, 2012 that \$101,000.00 would be increased by 1.25% and the merit process repeated.} If the merit decision cannot be made until after July 1, said process shall be applied retroactively. For the 2013-14 school year only, the Board's goals shall be used to determine such compensation.

This evaluation shall be performed by the Superintendent of Schools and, in the case of those unit members whose are subject to the evaluation requirements of Section 3012-c and Part 30-2 of the Regents Rules, their Composite APPR Score from the preceding school year (i.e. commencing with the 2011-2012 school year) shall be a significant factor in determining the award of additional salary, if any, under this provision. Consequently, no ineffective rated principal shall be eligible for performance pay. The goal setting meeting with the Superintendent shall occur no later than January 15th in the 2011-2012 school year and no later than October 15th in the second school year. No later than April 15th of each year the Superintendent shall hold a progress meeting with each unit member. The administrator will be apprised in writing of his/her performance to date and if it appears based upon available data and information (which it is understood may not be available as of that date depending on the goal) that the administrator is in danger of not achieving at least a highly satisfactory rating on the goal, he/she will be apprised of that fact and offered remedial suggestions. The final evaluation regarding the goal and the amount of the additional salary to be paid, if any, shall be issued by the Superintendent of Schools no later than July 15th except in the event of a State delay in issuing its 20 point APPR measure of student growth. The decision of the Superintendent of Schools regarding the evaluation and award of additional salary, if any, shall be final and binding upon all parties and not subject to review under the Grievance Procedure of the parties Collectively Negotiated Agreement or in any other legal forum other than an appeal to the Board of education whose decision shall be final and binding and not subject to further review. This provision shall become null and void in all regards upon the close of business on July 30, 2016." Nothing in this section shall limit the right of appeal under the APPR appeal process.

Up to two (2) summer days, in addition to unit members' contractually obligated twenty (20) summer work days, shall be paid at the rate of 1/220th of annual salary should unit members opt to work additional days. This provision shall sunset, becoming null and

void, at the close of business August 31, 2016.

4. Retention Incentive

Unit members who have completed three-five years of service in the District shall be entitled to a non-elective direct employer contribution into their Section 403(b) I.R.C. Tax Sheltered Annuity account in the amount of \$1,250.00 immediately following their anniversary date of employment.

Unit members who have completed six-nine years of service in the District shall be entitled to a non-elective direct employer contribution into their Section 403(b) I.R.C. Tax Sheltered Annuity account in the amount of \$1,500.00 immediately following their anniversary date of employment.

Unit members who have completed ten-fourteen years of service in the District shall be entitled to a non-elective direct employer contribution into their Section 403(b) I.R.C. Tax Sheltered Annuity account in the amount of \$1,750.00 immediately following their anniversary date of employment.

Unit members who have completed fifteen plus years of service in the District shall be entitled to a non-elective direct employer contribution into their Section 403(b) I.R.C. Tax Sheltered Annuity account in the amount of \$2,000.00 immediately following their anniversary date of employment.

5. *Extra Compensation for Athletic Director.* Pursuant to a supplemental Memorandum of Agreement between the parties dated May 10, 2006, it is agreed that the Athletic Director may be paid for up to twenty (20) per diem days, subject to the approval of the Superintendent of Schools to attend events that occur at times beyond regular school days (e.g. weekends, holidays, summer days, etc.) with compensation at the rate of 1/220 of annual days pay.

ARTICLE VI – INSURANCES

Health Insurance

The Board will contribute towards the cost of health insurance premiums in the Putnam/Northern Westchester Health Insurance Plan (“the Plan”) which became effective July 1, 1992 or towards the cost of an H.M.O. as follows:

90% individual/family, effective July 1, 2008
89% individual/family, effective July 1, 2013
88% individual/family, effective July 1, 2014

87% individual/family, effective July 1, 2015.

The unit member shall pay the remaining premium cost, if any, and for any difference in cost between a more costly HMO premium and the premium cost under the Plan, where he or she opts for HMO coverage.

Effective July 1, 2006, the District shall implement a Section 125 Internal Revenue Code Flexible Benefits Plan.

Retiree Health Insurance

Effective July 1, 2011, unit members who retire from the District to receive retirement payments from the New York State Teachers' Retirement System shall be entitled to District payments towards the cost of health insurance premiums under the Plan, after ten (10) years of in-district service, the Board will contribute 75% towards the cost of health insurance premiums for individual and family health plans. After fifteen (15) years of in-district service, the Board will contribute 80% towards the costs of health insurance premiums for individual and family health plans. Those unit members who retire with at least twelve (12) years of district service during the period between February 1, 2014 and July 31, 2016 shall be entitled to 85% individual/family district funded premiums in retirement. To receive this special entitlement, notice of a resignation for the purpose of retirement must be given in writing to the District at least six (6) months in advance of the date of retirement.

The retiree shall pay the remaining cost and for any difference in cost between a more costly HMO premium and the cost of the premium under the Plan, where he or she opts for HMO coverage.

Welfare Insurance Fund

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

Life Insurance

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

I.R.C. SECTION 125 PLAN

The District will offer a Section 125 plan to each administrator and supervisor as of the 2011-2012 benefit year. The bargaining unit employees shall not incur any costs associated with their participation in the I.R.C. 125 plan.

I.R.C. SECTION 457 PLAN

The District will offer a Section 457 I.R.C. Deferred Compensation Program to each administrator and supervisor as of the 2011-2012 benefit year. The bargaining unit employees shall not incur any costs associated with their participation in the I.R.C. 457 plan.

ARTICLE VII – PROTECTION OF ADMINISTRATORS AND SUPERVISORS

- A.
1. All YAAS personnel shall be required to report any case of assault on them in connection with their employment to the Superintendent or his representative. The Superintendent or his representative shall acknowledge receipt of such report and shall report this information to the Board.
 2. The alleged assault will be promptly investigated by the Building Principal or his or her designee and the Superintendent or his designee. Subject to the requirements of paragraph 3 below, these two persons shall determine what action shall be taken by the school. This decision will be communicated to the administrator or supervisor concerned.
 3. The Board shall provide legal assistance to an administrator or supervisor, if requested, in connection with any investigation conducted by a competent law enforcement agency or legal medical authority arising out of the assault if such investigation is related to the performance of his or her duties within the scope of his or her employment. This shall be at no cost to the administrator or supervisor.
 4. The Board shall have the right to have the administrator or supervisor examined, at no cost to him or her, by a physician designated by the Board for the purpose of establishing the length of time during which the administrator or supervisor is temporarily disabled as a result of the assault from performing his or her duties; and, in the event that there is no adjudication in the appropriate Workers' Compensation proceeding for the period of temporary disability, the opinion of said physician as to the said period shall control.
- B.
1. The Board shall reimburse an administrator or supervisor for:
 - a. Any clothing or other personal property damaged or destroyed as the result of an assault suffered in the course of his or her employment; and
 - b. The cost of any medical, surgical or hospital services (over and above the amount of any insurance reimbursement received by said administrator or supervisor) incurred as the result of any assault suffered in the course of his or her employment.

- c. The foregoing paragraph shall apply in situations where the administrator acted reasonably as determined by the Board.
- C. The Board shall reimburse an administrator or supervisor for clothing or other personal property normally brought into school (or brought into school with permission of the administrator's or supervisor's immediate supervisor) which is damaged or destroyed in the discharge of the administrator's or supervisor's duty up to a limit of \$100 per incident, based on the value of the clothing or personal property.

ARTICLE VIII – CONSULTATION PROCEDURE

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

ARTICLE IX – PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

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

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

For each fiscal year for the 2013-14 through 2015-16 years only, the Board will allocate \$5,000 for this purpose.

- 2. The Board will pay each administrators and supervisor \$400 in each year of this Agreement toward the cost of dues in professional organizations. However, the Board

will not reimburse in any year the cost of dues in SAANYS or RASA.

ARTICLE X – MEETING ADMINISTRATIVE AND SUPERVISORY RESPONSIBILITIES

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

ARTICLE XI – ENHANCEMENT OF PROFESSIONAL PERFORMANCE

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

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

ARTICLE XII – SICK LEAVE

- A. Administrators and supervisors shall receive 17 days of sick leave if a 10-month employee, 18 days if an 11-month employee, and 19 days if a 12-month employee as of the first day of each year. Commencing with the 2013-14 school year unit members may use up to four sick leave days each school year for illness in the immediate family (parents, spouse, children and parent-in-laws).
- B. Administrators and supervisors may accumulate sick leave to the following maximums:
 - 10-month employees – 200 days
 - 11-month employees – 220 days
 - 12-month employees – 240 days
- C. There shall be a sick bank for the personal use of administrators or supervisors who are in their fourth year or beyond of employment with the Board who have exhausted their personal sick leave accumulations and who are suffering a long-term medical catastrophe. Paid sick days will be granted to eligible administrators or supervisors out

of the bank up to 150 such days a year for the entire bargaining unit, subject to a per person maximum of 75 days a year except that if less than 150 such days have been granted by June 30 and the Association so recommends the Superintendent may grant up to 50 additional days in a special case.

- D. In the event of an absence due to a job-related injury covered by Workers' Compensation, sick leave days used by the administrator or supervisor up to one school year will be restored to him or her after the determination of coverage by the Workers' Compensation Board.

ARTICLE XIII – TEMPORARY LEAVES OF ABSENCE

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

- A. Personal Leave – The immediate Supervisor of the administrator or Supervisor shall approve any and all days of personal leave requested up to five such days. Unit members shall be entitled to five personal leave days each year to be approved by their immediate Supervisor. Additional personal leave days are subject to the approval of the Superintendent of Schools.
- B. Death in Immediate Family – Up to five working days of absence will be allowed for each death in the immediate family of the administrator or supervisor or his or her spouse. An additional five days, deductible from sick leave, may be used in each such case. "Immediate family" shall mean spouse, children, mother, father, sisters, brothers, grandparents or anyone living in the employee's household.
- C. Military Leave – A maximum of thirteen days per school year for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session.
- D. Jury Duty – Leave for jury duty with pay shall be granted to the employee provided that he or she remits to the District an amount equal to the amount he or she receives for such jury duty, excluding mileage, provided that in no case may the employee be required to remit an amount in excess of the amount of his or her salary for the period of such leave.
- E. Leaves taken pursuant to this Article are in addition to any sick leave to which an administrator or supervisor is entitled.

ARTICLE XIV – EXTENDED LEAVES OF ABSENCE

- A. Military leave will be granted to any administrator or supervisor who is inducted into any branch of the armed forces of the United States. Upon return from such leave, an administrator or supervisor will be placed on the salary schedule at the level which he or she would have achieved had he or she remained actively employed in the system during

the period of his or her absence.

- B. Maternity or paternity leave of up to 18 months will be granted without pay. Adoption of a child 2 years and under shall constitute grounds for requesting leave under this section. Administrators or supervisors returning from maternity or paternity leave must do so at the beginning of a school year except at the discretion of the Board. Any administrator or supervisor on such leave shall make known to his or her immediate supervisor by April 1 of the preceding school year his or her intention to return.
- C. An administrator or supervisor may be granted a leave of absence, without pay, for one year for health reasons, exclusive of sick leave. A request for such leave must be supported by appropriate medical evidence.
- D.
 - 1. All benefits to which an administrator or supervisor was entitled at the time his or her leave of absence commenced, including unused accumulated sick leave, will be restored to him or her upon his or her return.
 - 2. Upon his or her return from a leave of absence taken pursuant to Sections A and C above, an administrator or supervisor will be assigned to the same position which he or she held at the time said leave commenced, if available, or if not, to an equivalent position. Upon his or her return from a leave of absence taken pursuant to Section B above, an administrator or supervisor will be assigned to the equivalent position which is available at the time of his or her return and for which he or she is qualified.
- E. During a leave of absence without pay, an administrator or supervisor may keep his or her group term life insurance in force by paying the cost of the premium to the District.

ARTICLE XV – GRIEVANCE PROCEDURE

1. Purpose

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

2. Definitions

- a. A “grievance” is any alleged violation of this Agreement or any dispute with respect to its meaning or application.
- b. An “administrator” or “supervisor” is any person in the unit covered by this Agreement.

- c. An “aggrieved party” is the administrator or supervisor or group of administrators or supervisors who submit a grievance or on whose behalf it is submitted by the Association.

3. Submission of Grievances

- a. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally.
- b. Each grievance shall be submitted in writing on a form approved by the Board and the Association and shall identify the aggrieved party, the provision of this Agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.
- c. (1) An administrator or supervisor or group of administrators or supervisors may submit grievances which affect them personally and shall submit such grievances to the building principal or their immediate superior.
(2) The Association may submit any grievance. If it is limited in effect to one school, the grievance shall be submitted to the building principal or immediate superior. Otherwise, it shall be submitted directly to the Superintendent.

4. Grievance Procedure

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

5. Arbitration

- a. Upon receipt of the names of the proposed arbitrators, a designee of the

Superintendent and the Association shall strike names from the list until one ultimately is designated as the arbitrator.

- b. The arbitrator's decision will be in writing and will set forth his or her findings, reasonings and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and to the Association and shall be advisory only. The arbitrator shall have no power to alter, add to or detract from the provisions of the Agreement.
- c. The cost for the services of the arbitrator will be borne equally by the Board and the Association.
- d. The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available.

ARTICLE XVI – DEDUCTIONS

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

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

ARTICLE XVII – DURATION OF AGREEMENT

This is a three year contract which constitutes the complete and full agreement of the Board of Education of the Yorktown Central School District and the Yorktown Association of Administrators and Supervisors, and shall be effective as of July 1, 2013 and shall continue in effect through June 30, 2016.

DATED:

BOARD OF EDUCATION
YORKTOWN CENTRAL SCHOOL DISTRICT

YORKTOWN ASSOCIATION OF
ADMINISTRATORS AND SUPERVISORS

| Jackie Carbone, President

~~Kenneth Levy~~Linda Grimm, President