

AGREEMENT

Between

BOARD OF EDUCATION OF
YORKTOWN CENTRAL SCHOOL
DISTRICT

And

YORKTOWN CONGRESS OF TEACHERS

September 1, 2018 - August 31, 2022

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ARTICLE I - PREAMBLE

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

THIS AGREEMENT IS MADE AND ENTERED INTO ON THIS 24th DAY OF August, 2018 by and between the Board and the YCT and shall be effective per Article XXIX.

ARTICLE II - RECOGNITION

- A. The Board of Education of Yorktown Central School District ("Board") hereby recognizes the Yorktown Congress of Teachers (YCT) as the exclusive collective bargaining agent for all non-supervisory certified and non-administrative certified professional staff employed by the Yorktown Central School District (District), but excluding those certified professional titles represented by the YCT in Chapter units as listed in their respective recognition clauses.
- B. This recognition is to continue unchallenged until seven months prior to the expiration of the Agreement.
- C. This recognition is conditioned upon the aforementioned employee organization having affirmed, and hereby reaffirming, through its officers, that it does not assert the right to strike against any government, or to impose an obligation to conduct, assist, or participate in such a strike.
- D. The terms "employee organization," "terms and conditions of employment," "government" and "strike" are for the purpose of this contract to have the same definition as that which is given to them by Section 201 of the New York State Public Employees' Fair Employment Act.

ARTICLE III - NEGOTIATION PROCEDURES FOR SUCCESSOR AGREEMENT

On or about April 1, 2022, the parties will enter into good faith negotiations over a successor agreement.

ARTICLE IV - GRIEVANCE PROCEDURE

Section I - Declaration of Purpose

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

Section II - Definition of Grievance

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

Grievances involving a member's pay shall be initiated during the school year in which they [it] arose or within 45 days after the end of the school year. For purposes of this section, 'initiated' shall mean that the member has notified payroll that there is a problem and requested 'an explanation'. Thereafter, the member shall have 45 days from the date that he/she received an accurate accounting of the matter from payroll personnel to formally file a grievance or the grievance shall be deemed waived. All other types of grievances not filed within 45 days of when the member knew or should have known of the act giving rise to the grievance, shall then be deemed waived. Days shall mean school days.

Level I - Informal

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

Level II - Formal

The grievance shall be presented in writing within 45 school days of the event giving rise to the grievance, to the grievant's immediate superior and to the principal with whom it will be discussed directly or through the YCT's Representative with the objective of resolving the matter. The immediate superior or principal shall inform the aggrieved person and the YCT's Representative of his or her decision in writing within five school days after the formal grievance was presented.

Level III - Superintendent

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

Level IV - Arbitration

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

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

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

Miscellaneous

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

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

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

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

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

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

Nothing herein contained will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted without the intervention of the YCT, provided the adjustment is not inconsistent with the terms of this Agreement or any other agreement between the Board and the YCT, and that the YCT has been given the opportunity to be present at such adjustment to state its view or is given notice of such adjustment.

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

ARTICLE V - SALARIES AND PROFESSIONAL COMPENSATION

- A. The teachers' salary schedules shall be expanded to twenty (20) steps effective September 1, 2018 and unit members shall be placed on step as described in a placement matrix (new schedule with placement matrix, annexed hereto as Appendix A). There will be no increase applied to the 2018-2019 salary schedule, except that Step 20 shall be increased by 0.75%. The base salary in successive years will be increased as follows:
- a. 2019-2020 increased by 1.0% on September 1, 2019
 - b. 2020-2021 increased by 1.25% on September 1, 2020
 - c. 2021-2022 increased by 1.0% on September 1, 2021

| Salary | Step Advancement | Recurring Off-Schedule Payment | Terms |
|-----------|--|---|--|
| 2012-13 | None | 1.95% of total comp in 2011-12 1.5% of total comp in 2012-13 | Teachers Step 10 or below in 2012-13 Teachers Step 11 or above in 2012-13 |
| 2013-14 | Effective 9/1/2013 to teachers step eligible | \$500 to teachers not step eligible in 2013-2014 | Effective 9/1/2013 |
| 2014-2015 | Effective 2/1/2015 to teacher step eligible | \$1,250 to teachers not step eligible in 2014-2015 | Payment effective 9/1/2014 Step as indicated |

B. Hourly pay for summer employment and/or workshops shall be \$43.88.

C. A guidance counselor shall receive the same salary he or she would receive as a teacher. The guidance counselor's work day and work year shall be the same as teachers. Additional time requested of guidance counselors and other members of the bargaining unit by the Administration shall be paid at 1/200 of regular salary for each extra day worked. The daily rate shall be pro-rated for hours when a member of the bargaining unit is called in to do professional work. Requests for additional time during the summer recess shall be made by the Administration by May 1 of each year under normal circumstances.

D. The unit rate for Extra Pay for Extra Duties in the schools shall be \$342.31.

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

E. Coaching stipends for the term of the agreement shall be consistent with the formula attached hereto. Listing of a coaching position in the Formula shall not obligate the Board to conduct the particular sport or to pay a coach when a sport is not conducted. As of September 1, 2018, Coaching Stipends shall be increased by 1.25%. Coaches regularly employed by the District shall receive an increment of 15% of their coaching pay after three years of coaching in the same sport in the District. After six years of coaching the same sport in the District, the increment shall be 25%. After nine years of coaching the same sport in the District, the increment shall be 35% of the base salary for all such coaching positions. For coaches not regularly employed by the District, the increments shall be respectively 10%, 20% and 30%. The years of coaching do not have to be continuous.

ARTICLE VI - HEALTH INSURANCE AND WELFARE INSURANCE FUND

- A. Effective September 1, 2018, active employees will contribute 12.25% of the premium for individual and family health insurance in the Putnam/Northern Westchester Health Insurance Plan (“the Plan”) which became effective July 1, 1992 or in an H.M.O. If the cost of the H.M.O. is higher than the cost of the Plan, then the teacher must pay the difference.

Effective September 1, 2019, active employees will contribute 12.5% of the premium for individual and family health insurance in the Putnam/Northern Westchester Health Insurance Plan (“the Plan”) which became effective July 1, 1992 or in an H.M.O. If the cost of the H.M.O. is higher than the cost of the Plan, then the teacher must pay the difference.

Effective September 1, 2020, active employees will contribute 12.75% of the premium for individual and family health insurance in the Putnam/Northern Westchester Health Insurance Plan (“the Plan”) which became effective July 1, 1992 or in an H.M.O. If the cost of the H.M.O. is higher than the cost of the Plan, then the teacher must pay the difference.

Effective September 1, 2021, active employees will contribute 13% of the premium for individual and family health insurance in the Putnam/Northern Westchester Health Insurance Plan (“the Plan”) which became effective July 1, 1992 or in an H.M.O. If the cost of the H.M.O. is higher than the cost of the Plan, then the teacher must pay the difference.

Effective July 1, 2011, the District’s contribution level toward part-time unit members’ health insurance premium contribution shall be changed to a 20% contribution per each .2 segment of assignment with a maximum district obligation of 80% for a .8 unit member.

Employee premium contributions shall be collected through payroll deduction over a ten-month period, commencing in September each contract year, covering the 12-month period ending the following August.

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

- B. The Board will contribute to the Welfare Insurance Fund established by the YCT, \$1,875 per teacher, per school year. The Board of Trustees of such Fund shall submit an annual report to the Board showing the financial status of the Fund. A teacher who is in his/her first year of employment as a part time teacher (excluding kindergarten) shall not be eligible for Welfare Fund. Further, regular substitute teachers, other than permanent substitutes, who commence employment after the beginning of the school year, will not be eligible for Welfare Fund.

- C. (i) Effective September 1, 2012, if a teacher chooses not to have the health insurance coverage provided in Section A above, or to have reduced health insurance coverage, the Board, subject to the limitations in subsection (II) below, will compensate the teacher at a rate of 30% of the amount of savings accrued to the board or \$5000, whichever is less.
- (ii) Effective September 1, 2012, the compensation paid to a teacher who is the spouse of another District employee and who opts out of health insurance coverage will be \$2,500. To be eligible to receive this payment, the teacher who opts-out must be both employed by the District and married to another District employee as of the effective date of September 1, 2012. Teachers who are either hired after September 1, 2012 or who marry a district employee subsequent to September 1, 2012 shall not be eligible for this payment.
- (iii) Effective September 1, 2012, when both spouses of a married couple are District employees, only one of the spouses may elect family coverage.

ARTICLE VII - TEACHING ASSIGNMENTS AND TRANSFERS

- A. As soon as practicable, and under normal circumstances not later than the first Thursday following a successful school budget vote, each teacher shall be notified in writing of any changes in the subject area of his or her program for the ensuing year, including the school to which he or she will be assigned, the grades and/or subjects that he or she will teach, and any special or unusual classes or assignments that he or she will have, provided that in the event of a change in circumstances or conditions during the months of May through September (e.g., death, resignation, leave of absence, unanticipated change in enrollment, lack of budget approval), such assignments may be changed as required to meet the situation. The teacher affected shall be sent immediate notice when the change is made.
- B. In order to assure that pupils are taught by teachers working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, to subjects and/or grades or other classes outside the scope of their teaching certificates and/or their major or minor fields of study.
- C. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building shall file a written statement of such desire with the office of the Superintendent. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and/or the school or schools (in order of preference, if the teacher has preferences) to which he or she desires to be transferred. The District shall notify unit members and the YCT of unit member assignments no later than the first Thursday following a successful school budget vote.
- D. In the determination of reassignments and transfers, and in the assignments of new teachers, the convenience and wishes of the individual incumbent teacher will be respected subject to the best interests of the District and its pupils as determined by the Administration.
- E. Respecting any involuntary reassignment or transfer or any denial of a teacher's application for reassignment or transfer, the teacher shall be notified of the reason.

- F. When involuntary transfers are necessary, a teacher's area of competence, major and/or minor field of study, and length of service in the Yorktown School System will be considered in determining which teacher is to be transferred. Teachers being involuntarily transferred will be transferred only to comparable positions.
- G. Notice of involuntary transfer shall be given to teachers as soon as practicable, and under normal circumstances not later than the first Thursday following a successful school budget vote.
- H. Classroom Teachers who have been involuntarily transferred from one building to another shall not be involuntarily transferred again from one building to another within four (4) years except in the case of an emergency such as the destruction or closing/idling of a building; the opening of a building; grade reconfiguration; or redistricting.
- I. Special Area Teachers shall be assigned to buildings based upon District needs. The District shall have the right to "flex schedule" shared staff in order to preserve their seven (7) hour workday. The flex schedule must begin between the earliest and latest start times unless mutually agreed to by the District and YCT.
- J. In arranging schedules for teachers who are assigned to more than one school, the District will make every effort to ensure adequate travel time for any member traveling from one school to another. Mileage reimbursement shall be at the prevailing District rate. Shared teachers shall be notified of any change in their schedules as soon as practicable, in accordance with Article VII(A).
- K. All vacancies shall be e-mailed to all users on the Yorktown e-mail system.
- L. Teacher assignments will be made without regard to race, creed, color, religion, nationality, sex and marital status, except where sex is a bona fide occupational qualification.

ARTICLE VIII - PROMOTIONS

- A. For the purpose of this Article, a "Promotional Position" is defined as any position paying a salary differential and/or any position on the administrator/supervisor level.
- B. Whenever any vacancy in a Promotional Position occurs during the school year, it will be adequately publicized by the Superintendent by means of an e-mail to all users on the Yorktown e-mail system. The Board shall determine and shall post the current qualifications for a Promotional Position. Normally, vacancies will not be filled within 30 days from the date the notice is e-mailed.
- C. All teachers shall be given adequate opportunity to apply for a "Promotional Position." The Board will consider the professional background and attainments of all applicants, the length of service in the school system, and other relevant factors. When, in the opinion of the Board, all other factors are substantially equal, preference will be given to qualified teachers already employed by the Board. Each unsuccessful applicant will receive written notice of the action taken by the Board.

ARTICLE IX - WORK WEEK, TEACHING HOURS AND CLASS SIZE

A. The normal professional work week of teachers, exclusive of a consecutive 30 minute daily duty free lunch period, and subject to a reasonable variation by the Board or its administration, depending on requirements of the district such as double sessions building programs, workshops, pupil personnel meetings, etc. shall be 7 hours per day including one preparation period per day as described below:

1. High School Teachers – shall have no more than twenty-five (25) instructional periods per week except for science teachers who shall have no more than twenty-four (24) instructional periods per week (including labs). Unless mutually agreed upon, high school teachers shall teach no more than three (3) consecutive periods and shall have a maximum of three (3) separate preparations when possible.

In addition to one preparation period, high school teachers may be assigned one duty period, inclusive of study hall, for up to two quarters of the school year. Barring unusual circumstances (such as scheduling conflicts, including those caused by available levels of staffing in the building), unit members shall not be assigned to study hall duty as their duty assignments more frequently than once every five years. Unit members assigned to study hall shall only be required to take attendance and monitor student behavior. The remainder of the school year will be an additional self-directed preparation period. Psychologists, guidance counselors and social workers may alternatively be assigned to the mindfulness room (or its equivalent) for up to two quarters of the school year.

High school teachers will make one period available during the school day for student help.

2. Middle School Teachers – shall have no more than twenty-five (25) instructional periods per week. Unless mutually agreed upon, middle school teachers shall teach no more than three (3) consecutive periods and shall have a maximum of three (3) separate preparations when possible.

All middle school teachers shall attend/conduct two team/guidance meetings per week during the school day in addition to their classes. All unit members may be assigned hall duty up to one quarter (or equivalent) of the school year. Psychologists, guidance counselors and social workers may alternatively be assigned to the mindfulness room (or its equivalent) for up to one quarter of the school year.

This is in addition to other professional activities as outlined in Section F of this Article.

3. Notwithstanding the above, 6-12 special area teachers (defined as P.E./Art/Music/Technology and Home and Careers) and 6-12 Academic

teachers (defined as Science, Math, Social Studies, Foreign Language, English, Business, Special Education (exclusive of life skills) may voluntarily agree to teach a 6th section/class per school year provided that such assignment does not cause/result in the reduction or layoff of any unit member's position. Teachers who accept assignment to teach a 6th section/class shall be compensated \$10,000 per year (pro-rated for partial year), and shall be released from their duty period (as listed in Section A above), for the term of such assignment.

[Note: Any other teachers not mentioned above may only be assigned if agreed to by the YCT through a separate Memorandum of Agreement.]

4. Elementary teachers work a 7-hour workday, inclusive of a 40-minute daily preparation period (consistent with the specified provisions of Article IX [G]) and a duty free lunch period of at least 30 minutes. Elementary classroom teachers shall have responsibilities for student arrival in the classroom, departure and homeroom duties. Until students arrive in the classroom teacher's room, the first 15 minutes of the workday shall be dedicated to other professional activities. Special area elementary teachers (art, music, physical education and library) at the beginning and end of their workday shall attend to their professional responsibilities other than attending to student arrival in the classroom, departure, homeroom and regular classroom instruction. On delayed openings, due to inclement weather, elementary teachers may not necessarily receive their preparation period if school begins after their preparation period already took place. On half days where Parent/Teacher Conferences are held, teachers may not necessarily receive their preparation period if their preparation period takes place at the time of conferences.
- B. In addition to the professional work week spent in school, teachers may be required to plan and participate in a reasonable number of late afternoon or evening meetings.
- C. A joint Administrative/YCT Committee will be formed to review and make recommendations for scheduling curriculum/staff development activities without cost to the Board and without impacting on instructional time. The YCT agrees that meeting time after school, already provided for in this Agreement, may be used for curriculum and staff development purposes.
- D. Principals shall have the right to counsel with teachers before or after school hours prescribed for the teacher's day when the principal shall deem this to be in the best interest of the children, teacher or School District.
- E. Class size shall be determined by the Board in accordance with generally accepted practices of good educational policy as practiced in Westchester County.
- F. Teachers may be required to be available for professional activities not to exceed one (1) per week (i.e.: faculty meetings, grade level meetings, departmental meetings, interdisciplinary meetings, inter-grade level meetings or in-service training). The length of such activities shall be one hour, unless the majority of those present agree to extend the length of the meeting. Where the activity involves an agenda, the same shall be

distributed two days in advance, provided, however that items may be added after such distribution.

G. Preparation periods should be used for professional work, such as but not limited to:

1. preparation of lesson plans, art or other exhibits
2. preparation and grading of tests
3. grading of students' materials
4. setting up labs, demonstrations, etc.
5. ordering supplies
6. tutorial work with students
7. conferences with students, parents, administrators, etc.
8. research activities

H. An advisory committee consisting of the Principal and several teachers shall be established in each elementary school for the purpose of considering scheduling and making recommendations to the Principal concerning scheduling which would permit the maximum number of teachers in the school to have at least one preparation period a day.

I. Commencing with the 1989-90 school year, the advisor to the "Voice" will have his or her teaching schedule reduced by one period a day. After September 1, 2013, the next resignation or retirement of a teacher in the 7-12 English Tenure Area, the position of the Advisor to the Voice shall receive a stipend at the annual rate of \$5,000 without a teaching schedule reduction as otherwise referenced above.

J. Each unit member may be required to cover the classes of absent colleagues up to four (4) occasions per school year for no additional compensation. This will not interfere with the lunch or prep period of the teacher. The time of the lunch and prep period will be identified by administration. Barring unusual circumstances (such as scheduling conflicts, including those caused by available levels of staffing in the building), assignments shall be made equitably on a rotating basis.

ARTICLE X - SCHOOL CALENDAR

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

ARTICLE XI - ACADEMIC FREEDOM AND RESPONSIBILITY

In addition to the District approved curriculum in each content area and/or grade level, teachers within their professional judgment shall be encouraged to select appropriate supplemental curriculum materials. The statement of the President of the Board given at the

public meeting of the Board held April 1, 1968, shall be incorporated into this Article insofar as applicable.

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

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

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

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

ARTICLE XII - STUDENT CONTROL AND DISCIPLINE

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

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

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

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

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

ARTICLE XIII - RELIEF FROM NON-TEACHING DUTIES

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

Bus duty shall not be required of teachers.

The Board is willing to relieve teachers from regular cafeteria duty, except on school days such as just prior to holidays and vacations where administration judges the alternative arrangements to be insufficient.

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

Chaperone duty may be assigned. Such duty shall be paid at the hourly rate of \$30.59. In each year payment will be prorated for fractions of an hour.

ARTICLE XIV - TEACHER EVALUATION AND FILES

[The parties agree that when the APPR Committee determines the observation procedures that will be added to the District's Ed. Law section 3012-c/RR Part 30-2 APPR Plan Document, the provisions set forth below regarding teacher evaluation, paragraphs A-C inclusive, shall not be subject to appeal through the grievance provisions of Article IV of this Agreement and all appeals regarding such classroom teachers' observations and composite APPR scores shall be resolved through the appeals process of the APPR Plan Document. Notwithstanding the above, the procedures of this article shall continue to be applicable to other staff members who are not subject to evaluation pursuant to Ed. Law 3012-c/RR Part 30-2]

A. General Principles Applying to the Evaluation of All Teachers

1. The purpose of teacher evaluation shall be for the improvement of instruction and the evaluation of teacher performance.
2. Evaluation is to be a constructive procedure consisting of both the notation of those positive practices and activities which should be reinforced and continued, and those which should be modified or strengthened.

3. Evaluation of teachers is based on a variety of experiences including: formal and informal classroom observations, visits to before and after school scheduled activities, formal and informal contacts such as pupil personnel meetings, student and/or parent conferences, meetings with peers, curriculum work, building or District committee work and other activities considered to be a part of the normal work day of teachers.
4. All observations of the teaching performance (as delineated in A.3 above) of any teacher shall be conducted openly. This clause shall not prevent the administration from evaluating any actions relating to the professional performance of a teacher which are observed incidentally during the normal course of administrative functioning.
5. A formal observation may be a single period of at least 30 minutes, a sequence of partial or full periods or a sequence of activities. No teacher shall receive adverse comments from any observer in the presence of pupils.
6. All formal observations shall be followed by a conference between the teacher and observer within seven school days of the observation.
7. Within 12 school days after the post-observation conference, the teacher will receive a written observation report. Negative evaluative comments contained in the written reports must be supported by an example or examples of the behavior observed as well as suggestions for alternative practices to be employed by the teacher in the future.
8. Annual evaluations will be based on the variety of experiences outlined in A.3 above.
9. Any adverse observation or evaluation report may be subject to the grievance procedure herein set forth but only on the grounds of bad faith and/or discrimination.
10. The teacher shall sign the report to indicate that he or she has seen it and understood it, but such signature does not necessarily indicate agreement with its contents. The teacher shall return the signed written observation report within seven school days of the receipt of the report. If the report is not signed and returned within the time allowed, then it will be placed in the teacher's file with a note indicating that he or she has declined to sign it. Within ten school days after receiving the observation report, the teacher may file a written response thereto.

B. Evaluation of Probationary Teachers

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

4. Before being dismissed, a non-tenured teacher shall have the right to have his or her case reviewed by the Superintendent.

C. Evaluation of Tenured Teachers

1. Tenured teacher shall be observed in accordance with the principles set out in A. above at least once every other year or at least once each year as required by state law or regulation. The pre-observation conference may be waived if mutually agreed upon.
2. The process of evaluation to be used to assist teachers identified by the administration as having major difficulties in performing their professional duties shall be:

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

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

D. Teachers' Files

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

ARTICLE XV - TEMPORARY LEAVES OF ABSENCE

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

1. Personal Leave. Three of the sick leave days provided for in subdivision 5, below may be used each year for personal but unstated reasons such as closing on houses and other pressing family needs and not merely for personal convenience. Such leave shall not be used to extend vacation. Teachers requiring a personal day immediately before or after vacation, due to extenuating circumstances, will make application for same by contacting the Superintendent of the District. Personal leave may not be used adjacent to a holiday period. A holiday is defined as any closure of schools for two or more consecutive school days, excluding weekends and unplanned emergency closures; members may apply to the Superintendent for consideration of extenuating circumstances. Notice of such leave must be made at least 24 hours in advance, except in emergencies. Personal leave days for teachers hired for less than a school year will be prorated on a monthly basis. If the personal day permitted by this paragraph is not used it will accumulate as a sick leave day.

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

2. Death in Immediate Family of the Teacher or the Teacher's Spouse. Up to five working days of absence will be allowed for each death in the immediate family of the teacher or his or her spouse. An additional five days, deductible from sick leave, may be used in each such case. "Immediate family" shall mean spouse, children, mother, father, sisters, brothers, grandparents, grandchildren, or anyone living in the teacher's household.
3. Military Leave. A maximum of 13 days per school year will be allowed for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligation cannot be fulfilled on days when school is not in session.
4. Jury Duty. Leave for jury duty with pay shall be granted to the teacher provided that he or she remits to the District an amount equal to the amount he or she receives for such jury duty, excluding mileage, provided that in no case may the teacher be required to remit an amount in excess of the amount of his or her salary for the period of such leave.
5. Sick Leave. Up to 18 days of sick leave will be granted each year, to be used either for sick leave or for days of religious observance on which the religion requires abstention from work and for which appropriate documentation can be provided, or as set forth in the next paragraph. A maximum of five (5) sick days may be used each year by the teacher due to the illness of a member of the teacher's immediate family, which shall be defined to include the teacher's spouse, children, mother,

father, sisters, brothers, grandparents, grandchildren or anyone living in the teacher's household, or for the birth of a child of the member's spouse or partner. One such day may be used each year as provided in subdivision 2, above. The individual teacher shall designate sick leave in applying for said leave. Unused days may be carried over and used for sick leave subject to Article XVII. Sick leave days for teachers hired for less than a school year will be prorated on a monthly basis.

Upon advance notice to the Superintendent, up to 15 days of sick leave may be used in connection with the adoption of a child. At the discretion of the Superintendent or his designee, up to 10 days of sick leave per year may be used for geriatric care for members of the immediate family. "Immediate family" for this purpose shall mean mother, father, grandparents or an elderly person living in the teacher's home. "Geriatric" for this purpose shall mean an individual who is Medicare eligible or at least 55 years of age or older who is suffering from a serious illness. The first three continuous days of such leave shall be automatically granted.

With the Superintendent's approval, three (3) days of a unit member's sick leave may be used for the birth of a child of the member's spouse or partner. The days are only permissible within two (2) calendar weeks of the child's birth.

In the event of an absence due to a job-related injury covered by Workers' Compensation, sick leave days used by teachers shall be reinstated on a pro-rata basis, by determining the value ratio between the per diem workers' compensation reimbursement and the amount paid for the sick leave day at the time of absence. If a teacher is required to attend a Workers' Compensation hearing, there will be no loss of pay or deduction from sick leave time.

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

ARTICLE XVI - EXTENDED LEAVES OF ABSENCE

- A. With the approval of the Board, a leave of absence without pay of up to two years may be granted to any teacher who joins the Peace Corps, or for graduate studies, and is a full-time participant in any of such programs. Upon return from such leave, a teacher will be considered as if he or she were employed by the Board during the leave and will be placed on the salary schedule at the level he or she would have achieved if he or she had not been absent. A leave may not be taken under this Section more than once every ten years.
- B. Military leave will be granted to any teacher who is inducted into any branch of the armed forces of the United States. Upon return from such leave, a teacher will be placed on the salary schedule at the level which he or she would have achieved had he or she remained actively employed in the system during the period of his or her absence.
- C. Parental leave of up to 24 months will be granted without pay or increment. Parental leave shall be associated with the birth or adoption of a child. Adoption of a child two years and under shall constitute grounds for requesting leave under this Section. A teacher returning from parental leave must do so at the beginning of the school year except, at the

discretion of the Board, and if an appropriate vacancy exists during the school year. An “appropriate vacancy” shall mean, for a secondary teacher, a vacancy in his or her subject area, and for an elementary teacher a vacancy in grades kindergarten through third if that is the level at which the teacher had taught just prior to his or her parental leave or in grades fourth through sixth if the teacher had taught at that level just prior to the parental leave. A teacher on such leave must make known to the Administration by March 1 of the preceding school year of his or her intention to return.

- D. A teacher may be granted a leave of absence, without pay but with increment, for one year for health reasons, exclusive of sick leave. A request for such leave must be supported by appropriate medical evidence and may be renewed annually for a total of five years.
- E. A one-year leave of absence without pay and without increment may be granted to teachers interested in participating full time in some public service endeavor. Such leaves are renewable at the discretion of the Board.
- F. A one-year leave of absence without pay or increment may be granted to a teacher to provide geriatric care to a member of the immediate family. Immediate family for this purpose shall mean mother, father, grandparents or an elderly person living in the teacher’s home.
- F.
 1. All benefits to which a teacher was entitled at the time his or her leave of absence commenced, including unused accumulated sick leave, will be restored to him or her upon his or her return.
 2. Upon his or her return from a leave of absence taken pursuant to Section B and D above, a teacher will be assigned to the same position which he or she held at the time said leave commenced, if available, or if not, to an equivalent position. Upon his or her return from a leave of absence taken pursuant to Sections A, C, and E, above, a teacher will be assigned to the equivalent position which is available at the time of his or her return and for which he or she is qualified.
- H. Notification of Return by March 1 - Any teacher on an extended leave of absence under any Section of this Article must inform the Administration in writing whether or not he or she will return from such leave by March 1 of the preceding school year. Failure to so notify the Administration will be deemed an abandonment of the teacher’s position and his or her employment will thereupon be terminated by the Board. At least 30 days prior to March 1 the Administration will send a registered letter to the teacher at his or her last known address reminding him or her of this provision of the Agreement.

ARTICLE XVII - SICK LEAVE

- A. A total of 172 sick leave days may be accumulated. Beginning 2018-2019 members may begin to accrue days beyond 172 sick days for compensation in retirement. If a unit member has more than 172 sick leave days at the end of the school year and has used **fewer than six (6) days** charged to sick leave in that school year, the member may ‘bank’ the number of days above 172. Such banked days beyond the 172nd day and up to the

300th day shall be compensable upon retirement from the District to receive benefits from the NYSTRS at the rate of \$40 per day. The payment will be made as a direct employer contribution into the unit member's I.R.C. Section 403(b) Tax Sheltered Annuity account, without a cash option. FMLA leave will not diminish this benefit. The number of days in the 'bank' is capped at 300 days per unit member.

- B. A teacher who has exhausted his or her personal sick leave accumulation and who provides medical documentation that he or she is ill may be granted up to five additional sick leave days in a year. Any such days that are used will be deducted from the sick bank provided for in Section D below.
- C. Any medical examination or immunization of a teacher required by the Board shall be by doctors designated by the Board and at the Board's expense.
- D. There shall be a sick bank for the personal use of tenured teachers only who have exhausted their personal sick leave accumulation and who are suffering a long term medical catastrophe. Paid sick days will be granted to eligible teachers out of the bank up to 160 such days a year for the entire bargaining unit, subject to a per person maximum of 90 days a year except that, if less than 160 such days have been granted by June 30 and the YCT so recommends, the Superintendent may grant additional days in a special case up to the 160-day bargaining unit limit. In the event that the sick bank has fallen below thirty (30) days, individual unit members may voluntarily donate up to five (5) days of their own sick leave days for a total of an additional 100 sick bank days per year. The District is prohibited from soliciting donations directly from individual members. Instead, in the event that the bank falls below thirty (30) days, the YCT will issue an announcement notifying all unit members of the opportunity to make such donation. No more than one such solicitation may be made in any one school year. Days donated to the sick bank will not be reimbursed if unused and will count towards sick leave in any given year.

ARTICLE XVIII - PROFESSIONAL IMPROVEMENT PROGRAM

A professional improvement program with the purpose of providing teacher training shall be established. The Board shall contribute \$30,000 for this program each year. It is expected that the funds provided will be expended each year and shall be expended if there are adequate acceptable proposals for the program recommended by the Professional Improvement Committee and approved by the Superintendent. If, however, the funds provided for any one year are not expended they will not be carried over to the following year.

- A. Professional Improvement Committee
 - 1. The Professional Improvement Committee shall be composed of three teachers appointed by the YCT and two administrators appointed by the Superintendent. Positive action of this committee must be approved by four votes of the above designated members.
 - a. The Professional Improvement Committee shall review all proposals funded under this Article for Teachers In-Service Training, Special Grant

Leaves and Recertification programs according to the following standards:

- 1) benefit to the School District (in the case of Special Grant Leaves, whether the application will result in significant benefit to the District)
 - 2) benefit to the individual
 - 3) benefit to the teaching profession
- b. The YCT will designate one of the three teacher members to act as chairperson of the committee.
2. Meetings shall be called by the committee chairperson according to a schedule published each September; additional meetings may be called at the request of the chairperson, the teacher members or the Administration members of the committee.
 3. The acceptable proposals will be submitted to the Superintendent with a recommendation for funding. The Superintendent will review the proposals, attach his recommendations and submit the proposals to the Board for final approval. If the Superintendent does not approve a proposal which was acceptable to the committee, he shall submit, in writing, his reasons for non-approval to the committee.
 4. If the Board rejects a committee recommendation it must notify the committee, in writing, of the reasons for rejection. The committee will notify the teacher of the reason for rejection in an effort to assist that teacher to rewrite the proposal.
 5. Committee meetings will normally be held three weeks prior to the regular monthly meetings of the Board. Committee recommendations will be submitted to the Superintendent at least two weeks prior to the Board's regular monthly meeting. Board actions, including reasons for any rejections, must be submitted to the committee no later than one week after the regular monthly meeting of the Board at which such action occurred.
 6. It is expected that the total funds provided will be encumbered each year and they shall be expended if there are sufficient acceptable proposals for the program recommended by the committee and approved by the Superintendent.
 7. The provision contained within the Professional Improvement Program is not to be construed as a replacement for either Article XXIV or other programs contained in this Agreement.

B. Activities Funded by the Professional Improvement Program

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

1. Teacher In-Service Training

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

2. Special Grants

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

3. Certification Extension Program

The purpose of this program shall be to assist teachers in obtaining additional certification when it is projected by the District that the teacher's position will be abolished. The program is designed to provide the opportunity for such teachers to qualify for projected vacancies. There are specific procedures to be followed in this program:

- a. The district will make a projection of staffing patterns and needs prior to November 1 of each year. This projection will be forwarded to the YCT.
- b. A listing of those positions anticipated for termination, along with anticipated vacancies, will be published by the District, on or about November 1 of each year.
- c. All applicants under this program will be granted a personal counseling session with the Superintendent or his designee to determine their qualifications and course needs for participation in the program in relation to projected staff needs.
- d. Based upon the interview, the Superintendent or his designee will determine if the applicant can become eligible for the program (based on the candidate's abilities, background and experiences in the District) and will also determine what requirements must be fulfilled by the candidate to become eligible for appointment to an anticipated vacancy, such as: graduate work, workshops and/or in-service education of other types.

- e. Thereafter, the teacher may submit an application for participation in this program to the Professional Improvement Committee for review and recommendation to the Superintendent and the Board.
- f. Candidates selected to participate in this program will agree, in writing, to complete all necessary work, as determined in Subsection d above.
- g. In the event that a teacher willfully fails to complete the prescribed course of study, all sums expended by the Program shall be reimbursed. However, when such teacher is notified that a projected vacancy will not be available and that he or she will not be employed, the foregoing shall not apply.
- h. Teachers whose participation in this program is approved by the Board shall be reimbursed for all teacher-incurred costs including tuition, fees, books and supplies. Payment will be made to the teacher upon presentation of receipts for such expenses.
- i. Salary credit shall be granted to the individual for course work accomplished under this program only when such course work grants the participant an advanced degree or professional diploma for which he or she is not currently being compensated under the salary schedule and when the individual is employed by the District in the area of new certification.

C. Appropriate Expenses under the Professional Improvement Program.

Professional Improvement Program funds will pay for such teacher incurred expenses as:

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

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

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

ARTICLE XIX - SUMMER-SCHOOL PROGRAM AND CURRICULUM WORKSHOPS

A. Summer School Program

1. The Board and the YCT recognize that the summer school program, including any projects financed by Federal funds, may vary substantially from year to year, may offer the opportunity for experimentation, and may call for flexibility in approach.
2. Following the determination by the Board of the summer program for the year, the Board shall adequately publicize its general scope and content, and the positions to be filled by teachers, including a notice in every school not later than April 15, subject to budget approval except, however, that such notice regarding any project financed by Federal funds shall be posted as soon as possible.
3. No teaching position in the summer school program shall be filled by a teacher not covered by this Agreement if there is an equally qualified applicant, as determined by the Board, for such a position who is so covered. Preference for teaching positions as between equally qualified applicants shall be given to applicants who have completed at least one year in the Yorktown School System.
4. When applicants for summer school positions exceed the positions available, the best qualified applicant, in the judgment of the Superintendent, for each position will be employed. In making recommendations for summer school positions, the Superintendent or his designee shall consider the teacher's area of competence and major or minor field of study.

B. Curriculum Workshops

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

ARTICLE XX - OFFICE SPACE AND LUNCH FACILITIES

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

ARTICLE XXI - CONSULTATION PROCEDURE

- A. It is agreed by both parties to utilize on a continuing basis the knowledge and insights of teachers respecting ways and means for the Board to execute its powers and responsibilities under the law in the area of educational policy. The parties believe that a form of continuing consultation between administration and the YCT should be devised to permit it to utilize contributions of teachers in this area.
- B. The Superintendent shall meet regularly with representatives of the YCT or at the request of either party to discuss matters of educational policy under development.
- C. The Principal of each school shall meet regularly or at the request of either party with representatives of the YCT in his or her school.

ARTICLE XXII - RIGHTS OF THE YCT

- A. The YCT will have the right to use school buildings without cost at reasonable times for meetings, provided, however, that the YCT will be required to pay for any additional custodial costs involved by reason of said meetings. The Principal of the building in question will be contacted in advance of the time to arrange for a place for all such meetings.
- B. Regardless of any other general bulletin board space that may be made available for faculty use, the Board will make available to the YCT in each building appropriate and conveniently situated bulletin board space for its specific and exclusive use for duly authorized YCT business.
- C.
 - 1. The Board will make every reasonable effort to keep one afternoon a week after school hours free of conflict with other meetings on school business so as to permit the YCT to schedule its activities during that afternoon period.
 - 2. The Principals will allow and agree to the time and place for the Representative Council members to have a YCT meeting in their building.

- D. The Board will make accessible a duplicating machine for the use of the YCT for the purpose of reproducing YCT material, at no cost to the Board.
- E. Each school will receive three copies of Board minutes and copies of the Board's personnel policies when available. The YCT shall automatically receive five copies of Board minutes, Board policies, materials prepared for the community by the Board or the Administration, listings of promotional vacancies and listings of teacher vacancies.
- F. The YCT shall have the full use, without cost, of an Administration-selected room in one of the school buildings to be used by the YCT as an office for the transaction of YCT business and activities only, under the following conditions:
 - 1. For the duration of this Agreement.
 - 2. Subject to District building use policy.
 - 3. Provided the YCT assumes total responsibility for its office equipment, furniture and supplies, and for services except custodial and electric.
- G. A combined total of twelve days without loss of pay in each school year may be used for the following purposes: upon at least 24 hours written notice of each such day to the Assistant Superintendent, for the President of the YCT to attend NYSUT and/or AFT workshops; with the same notice requirement, for YCT designated members to attend workshops.
- H. Days spent at legal hearings (arbitration, PERB hearings/conferences, etc.), by District Representatives, the YCT President, the YCT Grievance Chair and witnesses for either side whose attendance is required, shall be without loss of pay and without deduction from leave time; provided, however, that the number of such witnesses required for each occasion shall be limited to the number agreed to by the Board and the YCT.
- I. The current YCT President shall be released from instructional class assignments of 0.4 FTE for the 2018-19 through 2021-22 school years, whereupon this provision shall become null and void upon the close of business on June 30, 2022. Thereafter, unless otherwise negotiated, the YCT President shall be released from instructional class assignments of 0.2 FTE and one free period each day, both to be scheduled at the end of the day. If the YCT President at some time should be an elementary school teacher, the method of released time shall be renegotiated by the parties.

ARTICLE XXIII - PROTECTION OF TEACHERS

- A.
 - 1. Principals and teachers shall be required to report any case of assault on teachers in connection with their employment to the Superintendent or his representative. The Superintendent or his representative shall acknowledge receipt of such report and shall report this information to the Board.
 - 2. The alleged assault will be promptly investigated by the President or his or her designee and the Superintendent or his designee. Subject to the requirements of

Subsections 3 and 4 below, these two persons shall determine what action shall be taken by the school. This decision will be communicated to the teacher concerned.

3. If the assault is by an adult who is not a pupil, the Board will promptly determine whether to report the incident to the proper law enforcement authorities.
 4. In either case (pupil or non-pupil adults) the Board will render all reasonable non-monetary aid to the teacher, and vice versa, in connection with handling of the incident by law enforcement, legal and medical authorities.
- B.
1. Whenever a teacher is absent from school as a result of injury caused by an assault arising out of and in the course of his or her employment, he or she shall be paid his or her full salary (less the amount of Workers' Compensation payments) for the period of such absence without having such absence charged to the annual sick leave or accumulated sick leave, up to a maximum of one year and in situations in which the teacher is blameless.
 2. The Board shall have the right to have the teacher examined by a physician designated by the Board for the purpose of establishing the length of time during which the teacher is temporarily disabled from performing his or her duties; and in the event that there is no adjudication in the appropriate Workers' Compensation proceeding for the period of temporary disability, the opinion of said physician as to the said period shall control.
- C.
1. The Board shall reimburse a teacher for:
 - a. Any clothing or personal property damaged or destroyed as the result of an assault suffered in the course of his or her employment; and
 - b. The cost of any medical, surgical or hospital services, (over and above the amount of any insurance reimbursement received by said teacher) incurred as the result of any assault suffered in the course of his or her employment.
 2. The foregoing shall apply to situations in which the teacher is blameless.
 3. The Board shall reimburse a teacher for clothing or other personal property normally brought into school (or brought into school with permission of the teacher's immediate supervisor) which is damaged or destroyed in the discharge of the teacher's duty up to a limit of \$100 per incident, based on the value of the clothing or personal property.

ARTICLE XXIV - PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

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

ARTICLE XXV - TEACHER ORIENTATION AND TRAINING PROGRAM

The Board and the YCT recognize the need for a program of teacher orientation and training in the Yorktown School District in order to attain a high level of professional skill. Implementation of the program shall be carried out under the consultative procedures established by this Agreement. Three days of orientation shall be required of new teachers with such days to be in the latter part of August or the beginning of September with such days to be scheduled in consultation with the YCT. As part of the orientation program for new teachers before the opening of school, the YCT shall, in keeping with its status as exclusive representative of the employees in the unit, be given the exclusive opportunity to meet with the new teachers for at least one hour.

ARTICLE XXVI - RETIREMENT INCENTIVE

Teachers who will be at least age 55 as of the date of their retirement under this Article, who have had 20 years of service in the profession and who give the Board an irrevocable written resignation six months in advance, will be entitled to receive a retirement incentive of \$10,000. The Board will make a payment of \$10,000 to the YCT Welfare Insurance Fund to be used to provide appropriate future benefits to the teacher. The retirement incentive will be paid the day after the effective date of the teacher's retirement.

ARTICLE XXVII - MISCELLANEOUS PROVISIONS

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement. Should the Board effect a change in wages, hours or any other condition of employment which is not covered by the terms of this Agreement and which has not been proposed by the YCT, the Board, or its designee, will consult with the YCT upon the YCT's request in writing.
- B. This Agreement shall supersede any rules, regulations or practices of the Board or of the YCT or of the employees covered by this Agreement which shall be contrary to or inconsistent with its terms.
- C. Any individual arrangement, agreement or contract between the Board and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement and any individual arrangement, agreement or contract hereafter executed shall be expressly made subject to and consistent with the terms of this

or subsequent agreements to be executed by the parties. If an individual arrangement, agreement or contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

- D. If any provisions for this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. Copies of this Agreement shall be reproduced, with the cost to be shared equally between the YCT and the Board, and shall be made available to each teacher now employed or hereafter employed by the Board.
- F. No teacher shall be required to transport children.
- G. Recognizing that teachers are professional employees; the parties agree upon the desirability for not requiring teachers to keep formal time records. However, there is a duty not to abuse this privilege. A teacher when signing in during school hours will indicate his or her presence by a check mark. No indication of the time a teacher enters or leaves a building will be mandated.

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

ARTICLE XXVIII - DEDUCTIONS

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

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

The YCT and the board shall determine such pay period.

The pay deduction form is annexed hereto.

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

The YCT hereby holds the Board of Education and the School District harmless for any funds deducted pursuant to this provision and hereby represents that it has instituted a lawful rebate procedure which complies with all statutory and constitutional mandates. If

for any reason said rebate procedure is deemed unlawful by an appropriate agency or court the School District shall no longer have an obligation to deduct agency shop dues until such time as the YCT's rebate procedure is deemed lawful by an appropriate agency or court.

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

ARTICLE XXIX - DURATION OF AGREEMENT

This is a closed four-year contract without reopeners which constitutes the complete and full agreement of the Board of Education, Yorktown Central School District, and the Yorktown Congress of Teachers and shall be effective as of September 1, 2018, and shall continue in effect through August 31, 2022.

Dated: Yorktown Heights, New York
_____, 2018

BOARD OF EDUCATION YORKTOWN
CENTRAL SCHOOL DISTRICT

YORKTOWN CONGRESS OF TEACHERS

Jackie Carbone, Board President

Sean Kennedy, YCT President

YORKTOWN CENTRAL SCHOOL DISTRICT

Ronald Hattar, Superintendent of Schools

APPENDICES

TEACHER SALARY SCHEDULE

| 2018-2019 | | | | | |
|-----------|--------------|---------------|---------------|---------------|---------------|
| Step | BA Plus 0 | BA Plus 15 | BA Plus 30 | BA Plus 45 | BA Plus 60 |
| 1 | \$53,673 | \$55,735 | \$57,797 | \$59,860 | \$61,922 |
| 2 | \$55,262 | \$57,324 | \$59,386 | \$61,448 | \$63,510 |
| 3 | \$56,850 | \$58,912 | \$60,975 | \$63,037 | \$65,099 |
| 4 | \$58,439 | \$60,501 | \$62,563 | \$64,625 | \$66,688 |
| 5 | \$60,027 | \$62,090 | \$64,152 | \$66,214 | \$68,276 |
| 6 | \$61,616 | \$63,678 | \$65,740 | \$67,802 | \$69,865 |
| 7 | \$63,204 | \$65,267 | \$67,329 | \$69,391 | \$71,453 |
| 8 | \$64,793 | \$66,855 | \$68,917 | \$70,980 | \$73,042 |
| 9 | \$66,382 | \$68,444 | \$70,506 | \$72,568 | \$74,630 |
| 10 | \$67,970 | \$70,032 | \$72,095 | \$74,157 | \$76,219 |
| 11 | \$69,559 | \$71,621 | \$73,683 | \$75,745 | \$77,808 |
| 12 | \$71,147 | \$73,210 | \$75,272 | \$77,334 | \$79,396 |
| 13 | \$72,736 | \$74,798 | \$76,860 | \$78,923 | \$80,985 |
| 14 | \$74,325 | \$76,387 | \$78,449 | \$80,511 | \$82,573 |
| 15 | \$75,913 | \$77,975 | \$80,038 | \$82,100 | \$84,162 |
| 16 | \$77,502 | \$79,564 | \$81,626 | \$83,688 | \$85,750 |
| 17 | \$79,090 | \$81,152 | \$83,215 | \$85,277 | \$87,339 |
| 18 | \$80,679 | \$82,741 | \$84,803 | \$86,865 | \$88,928 |
| 19 | \$82,267 | \$84,330 | \$86,392 | \$88,454 | \$90,516 |
| 20 | \$84,485 | \$86,547 | \$88,609 | \$90,672 | \$92,734 |

| 2018-2019 | | | | | |
|-----------|--------------|---------------|---------------|---------------|---------------|
| Step | MA Plus 0 | MA Plus 15 | MA Plus 30 | MA Plus 45 | MA Plus 60 |
| 1 | \$59,875 | \$63,531 | \$67,186 | \$70,842 | \$74,497 |
| 2 | \$62,141 | \$65,797 | \$69,452 | \$73,108 | \$76,763 |
| 3 | \$64,407 | \$68,063 | \$71,718 | \$75,374 | \$79,029 |
| 4 | \$66,673 | \$70,329 | \$73,984 | \$77,640 | \$81,295 |
| 5 | \$68,939 | \$72,595 | \$76,250 | \$79,906 | \$83,561 |
| 6 | \$71,205 | \$74,861 | \$78,516 | \$82,172 | \$85,827 |
| 7 | \$73,471 | \$77,127 | \$80,782 | \$84,438 | \$88,093 |
| 8 | \$75,737 | \$79,393 | \$83,048 | \$86,704 | \$90,359 |
| 9 | \$78,003 | \$81,659 | \$85,314 | \$88,970 | \$92,625 |
| 10 | \$80,269 | \$83,925 | \$87,580 | \$91,236 | \$94,891 |
| 11 | \$82,535 | \$86,191 | \$89,846 | \$93,502 | \$97,157 |
| 12 | \$84,801 | \$88,457 | \$92,112 | \$95,768 | \$99,423 |
| 13 | \$87,067 | \$90,723 | \$94,378 | \$98,034 | \$101,689 |
| 14 | \$89,333 | \$92,989 | \$96,644 | \$100,300 | \$103,955 |
| 15 | \$91,599 | \$95,255 | \$98,910 | \$102,566 | \$106,221 |
| 16 | \$93,865 | \$97,521 | \$101,176 | \$104,832 | \$108,487 |
| 17 | \$96,131 | \$99,787 | \$103,442 | \$107,098 | \$110,753 |
| 18 | \$98,397 | \$102,053 | \$105,708 | \$109,364 | \$113,019 |
| 19 | \$100,663 | \$104,319 | \$107,974 | \$111,630 | \$115,285 |
| 20 | \$103,701 | \$107,356 | \$111,012 | \$114,667 | \$118,323 |

| 2019-2020 | | | | | |
|------------------|----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Step | BA Plus 0 | BA Plus 15 | BA Plus 30 | BA Plus 45 | BA Plus 60 |
| 1 | \$54,210 | \$56,272 | \$58,334 | \$60,396 | \$62,459 |
| 2 | \$55,814 | \$57,876 | \$59,939 | \$62,001 | \$64,063 |
| 3 | \$57,419 | \$59,481 | \$61,543 | \$63,605 | \$65,667 |
| 4 | \$59,023 | \$61,085 | \$63,148 | \$65,210 | \$67,272 |
| 5 | \$60,628 | \$62,690 | \$64,752 | \$66,814 | \$68,876 |
| 6 | \$62,232 | \$64,294 | \$66,356 | \$68,419 | \$70,481 |
| 7 | \$63,837 | \$65,899 | \$67,961 | \$70,023 | \$72,085 |
| 8 | \$65,441 | \$67,503 | \$69,565 | \$71,628 | \$73,690 |
| 9 | \$67,045 | \$69,108 | \$71,170 | \$73,232 | \$75,294 |
| 10 | \$68,650 | \$70,712 | \$72,774 | \$74,837 | \$76,899 |
| 11 | \$70,254 | \$72,317 | \$74,379 | \$76,441 | \$78,503 |
| 12 | \$71,859 | \$73,921 | \$75,983 | \$78,045 | \$80,108 |
| 13 | \$73,463 | \$75,526 | \$77,588 | \$79,650 | \$81,712 |
| 14 | \$75,068 | \$77,130 | \$79,192 | \$81,254 | \$83,317 |
| 15 | \$76,672 | \$78,734 | \$80,797 | \$82,859 | \$84,921 |
| 16 | \$78,277 | \$80,339 | \$82,401 | \$84,463 | \$86,526 |
| 17 | \$79,881 | \$81,943 | \$84,006 | \$86,068 | \$88,130 |
| 18 | \$81,486 | \$83,548 | \$85,610 | \$87,672 | \$89,734 |
| 19 | \$83,090 | \$85,152 | \$87,214 | \$89,277 | \$91,339 |
| 20 | \$85,330 | \$87,392 | \$89,454 | \$91,516 | \$93,579 |

| 2019-2020 | | | | | | |
|------------------|----------------------|-----------------------|-----------------------|-----------------------|-----------------------|------------------------|
| Step | MA Plus 0 | MA Plus 15 | MA Plus 30 | MA Plus 45 | MA Plus 60 | * Doctorate |
| 1 | \$60,474 | \$64,129 | \$67,785 | \$71,440 | \$75,096 | \$78,751 |
| 2 | \$62,762 | \$66,418 | \$70,073 | \$73,729 | \$77,384 | \$81,040 |
| 3 | \$65,051 | \$68,707 | \$72,362 | \$76,018 | \$79,673 | \$83,329 |
| 4 | \$67,340 | \$70,995 | \$74,651 | \$78,306 | \$81,962 | \$85,617 |
| 5 | \$69,628 | \$73,284 | \$76,939 | \$80,595 | \$84,250 | \$87,906 |
| 6 | \$71,917 | \$75,573 | \$79,228 | \$82,884 | \$86,539 | \$90,195 |
| 7 | \$74,206 | \$77,861 | \$81,517 | \$85,172 | \$88,828 | \$92,483 |
| 8 | \$76,494 | \$80,150 | \$83,805 | \$87,461 | \$91,116 | \$94,772 |
| 9 | \$78,783 | \$82,439 | \$86,094 | \$89,750 | \$93,405 | \$97,061 |
| 10 | \$81,072 | \$84,727 | \$88,383 | \$92,038 | \$95,694 | \$99,349 |
| 11 | \$83,360 | \$87,016 | \$90,671 | \$94,327 | \$97,982 | \$101,638 |
| 12 | \$85,649 | \$89,305 | \$92,960 | \$96,616 | \$100,271 | \$103,927 |
| 13 | \$87,938 | \$91,593 | \$95,249 | \$98,904 | \$102,560 | \$106,215 |
| 14 | \$90,226 | \$93,882 | \$97,537 | \$101,193 | \$104,848 | \$108,504 |
| 15 | \$92,515 | \$96,170 | \$99,826 | \$103,481 | \$107,137 | \$110,792 |
| 16 | \$94,804 | \$98,459 | \$102,115 | \$105,770 | \$109,426 | \$113,081 |
| 17 | \$97,092 | \$100,748 | \$104,403 | \$108,059 | \$111,714 | \$115,370 |
| 18 | \$99,381 | \$103,036 | \$106,692 | \$110,347 | \$114,003 | \$117,658 |
| 19 | \$101,670 | \$105,325 | \$108,981 | \$112,636 | \$116,292 | \$119,947 |
| 20 | \$104,738 | \$108,393 | \$112,049 | \$115,704 | \$119,360 | \$123,015 |

| 2020-2021 | | | | | |
|------------------|----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Step | BA Plus 0 | BA Plus 15 | BA Plus 30 | BA Plus 45 | BA Plus 60 |
| 1 | \$54,887 | \$56,950 | \$59,012 | \$61,074 | \$63,136 |
| 2 | \$56,512 | \$58,574 | \$60,636 | \$62,698 | \$64,761 |
| 3 | \$58,136 | \$60,199 | \$62,261 | \$64,323 | \$66,385 |
| 4 | \$59,761 | \$61,823 | \$63,885 | \$65,948 | \$68,010 |
| 5 | \$61,385 | \$63,448 | \$65,510 | \$67,572 | \$69,634 |
| 6 | \$63,010 | \$65,072 | \$67,134 | \$69,197 | \$71,259 |
| 7 | \$64,634 | \$66,697 | \$68,759 | \$70,821 | \$72,883 |
| 8 | \$66,259 | \$68,321 | \$70,383 | \$72,446 | \$74,508 |
| 9 | \$67,884 | \$69,946 | \$72,008 | \$74,070 | \$76,132 |
| 10 | \$69,508 | \$71,570 | \$73,632 | \$75,695 | \$77,757 |
| 11 | \$71,133 | \$73,195 | \$75,257 | \$77,319 | \$79,381 |
| 12 | \$72,757 | \$74,819 | \$76,881 | \$78,944 | \$81,006 |
| 13 | \$74,382 | \$76,444 | \$78,506 | \$80,568 | \$82,630 |
| 14 | \$76,006 | \$78,068 | \$80,131 | \$82,193 | \$84,255 |
| 15 | \$77,631 | \$79,693 | \$81,755 | \$83,817 | \$85,879 |
| 16 | \$79,255 | \$81,317 | \$83,380 | \$85,442 | \$87,504 |
| 17 | \$80,880 | \$82,942 | \$85,004 | \$87,066 | \$89,128 |
| 18 | \$82,504 | \$84,566 | \$86,629 | \$88,691 | \$90,753 |
| 19 | \$84,129 | \$86,191 | \$88,253 | \$90,315 | \$92,378 |
| 20 | \$86,396 | \$88,459 | \$90,521 | \$92,583 | \$94,645 |

| 2020-2021 | | | | | | |
|------------------|----------------------|-----------------------|-----------------------|-----------------------|-----------------------|------------------------|
| Step | MA Plus 0 | MA Plus 15 | MA Plus 30 | MA Plus 45 | MA Plus 60 | * Doctorate |
| 1 | \$61,230 | \$64,885 | \$68,541 | \$72,196 | \$75,852 | \$79,507 |
| 2 | \$63,547 | \$67,202 | \$70,858 | \$74,513 | \$78,169 | \$81,824 |
| 3 | \$65,864 | \$69,520 | \$73,175 | \$76,831 | \$80,486 | \$84,142 |
| 4 | \$68,181 | \$71,837 | \$75,492 | \$79,148 | \$82,803 | \$86,459 |
| 5 | \$70,499 | \$74,154 | \$77,810 | \$81,465 | \$85,121 | \$88,776 |
| 6 | \$72,816 | \$76,472 | \$80,127 | \$83,783 | \$87,438 | \$91,094 |
| 7 | \$75,133 | \$78,789 | \$82,444 | \$86,100 | \$89,755 | \$93,411 |
| 8 | \$77,451 | \$81,106 | \$84,762 | \$88,417 | \$92,073 | \$95,728 |
| 9 | \$79,768 | \$83,423 | \$87,079 | \$90,734 | \$94,390 | \$98,045 |
| 10 | \$82,085 | \$85,741 | \$89,396 | \$93,052 | \$96,707 | \$100,363 |
| 11 | \$84,402 | \$88,058 | \$91,713 | \$95,369 | \$99,024 | \$102,680 |
| 12 | \$86,720 | \$90,375 | \$94,031 | \$97,686 | \$101,342 | \$104,997 |
| 13 | \$89,037 | \$92,692 | \$96,348 | \$100,003 | \$103,659 | \$107,314 |
| 14 | \$91,354 | \$95,010 | \$98,665 | \$102,321 | \$105,976 | \$109,632 |
| 15 | \$93,671 | \$97,327 | \$100,982 | \$104,638 | \$108,293 | \$111,949 |
| 16 | \$95,989 | \$99,644 | \$103,300 | \$106,955 | \$110,611 | \$114,266 |
| 17 | \$98,306 | \$101,961 | \$105,617 | \$109,272 | \$112,928 | \$116,583 |
| 18 | \$100,623 | \$104,279 | \$107,934 | \$111,590 | \$115,245 | \$118,901 |
| 19 | \$102,941 | \$106,596 | \$110,252 | \$113,907 | \$117,563 | \$121,218 |
| 20 | \$106,047 | \$109,703 | \$113,358 | \$117,014 | \$120,669 | \$124,325 |

| 2021-2022 | | | | | |
|------------------|----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Step | BA Plus 0 | BA Plus 15 | BA Plus 30 | BA Plus 45 | BA Plus 60 |
| 1 | \$55,436 | \$57,498 | \$59,561 | \$61,623 | \$63,685 |
| 2 | \$57,077 | \$59,139 | \$61,201 | \$63,264 | \$65,326 |
| 3 | \$58,718 | \$60,780 | \$62,842 | \$64,904 | \$66,967 |
| 4 | \$60,359 | \$62,421 | \$64,483 | \$66,545 | \$68,607 |
| 5 | \$61,999 | \$64,061 | \$66,124 | \$68,186 | \$70,248 |
| 6 | \$63,640 | \$65,702 | \$67,764 | \$69,827 | \$71,889 |
| 7 | \$65,281 | \$67,343 | \$69,405 | \$71,467 | \$73,530 |
| 8 | \$66,922 | \$68,984 | \$71,046 | \$73,108 | \$75,170 |
| 9 | \$68,562 | \$70,625 | \$72,687 | \$74,749 | \$76,811 |
| 10 | \$70,203 | \$72,265 | \$74,328 | \$76,390 | \$78,452 |
| 11 | \$71,844 | \$73,906 | \$75,968 | \$78,030 | \$80,093 |
| 12 | \$73,485 | \$75,547 | \$77,609 | \$79,671 | \$81,733 |
| 13 | \$75,125 | \$77,188 | \$79,250 | \$81,312 | \$83,374 |
| 14 | \$76,766 | \$78,828 | \$80,891 | \$82,953 | \$85,015 |
| 15 | \$78,407 | \$80,469 | \$82,531 | \$84,594 | \$86,656 |
| 16 | \$80,048 | \$82,110 | \$84,172 | \$86,234 | \$88,297 |
| 17 | \$81,688 | \$83,751 | \$85,813 | \$87,875 | \$89,937 |
| 18 | \$83,329 | \$85,391 | \$87,454 | \$89,516 | \$91,578 |
| 19 | \$84,970 | \$87,032 | \$89,094 | \$91,157 | \$93,219 |
| 20 | \$87,260 | \$89,323 | \$91,385 | \$93,447 | \$95,509 |

| 2021-2022 | | | | | | |
|------------------|----------------------|-----------------------|-----------------------|-----------------------|-----------------------|------------------------------|
| Step | MA Plus 0 | MA Plus 15 | MA Plus 30 | MA Plus 45 | MA Plus 60 | * Doctorate |
| 1 | \$61,842 | \$65,497 | \$69,153 | \$72,808 | \$76,464 | \$80,119 |
| 2 | \$64,182 | \$67,838 | \$71,493 | \$75,149 | \$78,804 | \$82,460 |
| 3 | \$66,523 | \$70,178 | \$73,834 | \$77,489 | \$81,145 | \$84,800 |
| 4 | \$68,863 | \$72,519 | \$76,174 | \$79,830 | \$83,485 | \$87,141 |
| 5 | \$71,204 | \$74,859 | \$78,515 | \$82,170 | \$85,826 | \$89,481 |
| 6 | \$73,544 | \$77,200 | \$80,855 | \$84,511 | \$88,166 | \$91,822 |
| 7 | \$75,885 | \$79,540 | \$83,196 | \$86,851 | \$90,507 | \$94,162 |
| 8 | \$78,225 | \$81,881 | \$85,536 | \$89,192 | \$92,847 | \$96,503 |
| 9 | \$80,565 | \$84,221 | \$87,876 | \$91,532 | \$95,187 | \$98,843 |
| 10 | \$82,906 | \$86,561 | \$90,217 | \$93,872 | \$97,528 | \$101,183 |
| 11 | \$85,246 | \$88,902 | \$92,557 | \$96,213 | \$99,868 | \$103,524 |
| 12 | \$87,587 | \$91,242 | \$94,898 | \$98,553 | \$102,209 | \$105,864 |
| 13 | \$89,927 | \$93,583 | \$97,238 | \$100,894 | \$104,549 | \$108,205 |
| 14 | \$92,268 | \$95,923 | \$99,579 | \$103,234 | \$106,890 | \$110,545 |
| 15 | \$94,608 | \$98,264 | \$101,919 | \$105,575 | \$109,230 | \$112,886 |
| 16 | \$96,949 | \$100,604 | \$104,260 | \$107,915 | \$111,571 | \$115,226 |
| 17 | \$99,289 | \$102,945 | \$106,600 | \$110,256 | \$113,911 | \$117,567 |
| 18 | \$101,629 | \$105,285 | \$108,940 | \$112,596 | \$116,251 | \$119,907 |
| 19 | \$103,970 | \$107,625 | \$111,281 | \$114,936 | \$118,592 | \$122,247 |
| 20 | \$107,108 | \$110,763 | \$114,419 | \$118,074 | \$121,730 | \$125,385 |

Payments for previously compensated credits that fall between the newly created salary lanes shall be compensated at the following per credit hourly rates: B.A. - \$137.48 and M.A. - \$243.70. Otherwise, payment for credits shall only be recognized upon the acquisition of a lane.

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

All current teachers (as of July 1, 2014) who have M.A. degrees in excess of 30 hours may use the hours above 30 towards acquisition of the next lane. Teachers hired after July 1, 2015 holding a M.A. degree in excess of 45 hours may use the hours above 45 towards acquisition of the next lane.

While credits may be accumulated on a credit by credit basis without limitation in any school year, such credits shall only be recognized for compensation upon acquisition of a lane. Additionally, there may only be one lane change recognized for compensation purposes each school year.

In-service/graduate face-to-face or hybrid courses over one or two Friday-Sunday periods will be considered for a maximum of one credit towards salary advancement; Extension programs whose credits are not recognized by the institution's* graduate program will not be accepted for salary credit; and any employee whose effective start date is after August 28, 2018, or those who are below MA+15 as of October 1, 2018, will be required to have at least three (3) graduate credits as part of the 60 credits considered for salary advancement.

**The institution whose name bears likeness to the name in the extension program.*

The dates for requesting salary advancement shall occur twice annually, on October 1st to take effect September 1st and February 1st to take effect January 1st. Any requests for salary advancement received after February 1st will not be considered in that school year.

The District may hire new members of the bargaining unit at any step of the salary schedule at the time of hire; provided, however, that a teacher previously employed in the District, upon rehire, may have all of his or her previous years of service in the District credited towards salary schedule placement.

LONGEVITY

Teachers hired after July 1, 2015 will receive longevity service credit for service at Yorktown Central School District exclusively.

Beginning with at least 10 years in the Yorktown schools and commencing with the 15th year of credited experience, an honorarium will be granted based on the chart below.

Those Teachers achieving 20 and 21 years of credited experience will receive their honorarium based on the “Grandfathered” schedule that follows.

20 Year Longevity

| <u>Longevity Year</u> | <u>Amount</u> |
|-----------------------|---------------|
| 15 | \$ 2,946.00 |
| 16 | \$ 2,946.00 |
| 17 | \$ 2,946.00 |
| 18 | \$ 2,946.00 |
| 19 | \$ 5,360.00 |
| 20 | \$ 7,699.00 |
| 21 | \$ 10,114.00 |
| 22 | \$ 10,114.00 |
| 23 | \$ 10,114.00 |
| 24 | \$ 10,114.00 |
| 25 | \$ 14,328.00 |
| 26 | \$ 14,328.00 |
| 27 | \$ 14,328.00 |
| 28 | \$ 14,328.00 |
| 29 | \$ 14,328.00 |
| 30 | \$ 17,474.00 |
| 31 | \$ 17,474.00 |
| 32 | \$ 17,474.00 |
| 33 | \$ 17,474.00 |
| 34 | \$ 17,474.00 |
| 35+ | \$ 17,474.00 |

DESIGNATION AND PAYROLL DEDUCTION AUTHORIZATION

Please Print:

Social Security Number _____ Building _____

Name _____
Last First Initial

Address: _____

TO: BOARD OF EDUCATION OF YORKTOWN CENTRAL SCHOOL DISTRICT

Pursuant to Chapter 392, Laws of 1967, I hereby designate the Yorktown Congress of Teachers as my representative for the purpose of collective negotiations, and I hereby authorize you, according to arrangements agreed upon with the aforementioned Yorktown Congress of Teachers, to deduct from my salary and transmit to said Yorktown Congress of Teachers dues as certified by said Yorktown Congress of Teachers for the organization indicated below. I hereby waive all right and claim to said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability therefor. I revoke any and all instruments heretofore made by me for such purposes. This authority shall remain in full force and effect for all purposes while I am employed in this school system, or until revoked by me in writing between September 1st and September 15th of any given year.

Organization:

Local - Yorktown Congress of Teachers (YCT)

Please initial designation:

_____ YCT

Employee Signature _____ Date _____

COACHES SALARY INDEX

Effective 9/1/18, Coaching and Co-Curricular stipends shall be increased by 1.25%. The base for minimum salaries for Coaches each season/sport shall be as follows:

| |
|------------------|
| 2018-2022 |
|------------------|

| Season/Sport | Varsity |
|---------------------|----------------|
| Fall (10 Weeks) | \$5,333.41 |
| Winter (15 Weeks) | \$6,733.04 |
| Spring (12 Weeks) | \$5,602.68 |
| Football | \$7,960.45 |

| Season/Sport | Assistant Varsity |
|---------------------|--------------------------|
| Fall (10 Weeks) | \$4,266.72 |
| Winter (15 Weeks) | \$5,386.43 |
| Spring (12 Weeks) | \$4,482.14 |
| Football | \$6,368.36 |

| Season/Sport | Junior Varsity |
|---------------------|-----------------------|
| Fall (10 Weeks) | \$3,733.38 |
| Winter (15 Weeks) | \$4,713.12 |
| Spring (12 Weeks) | \$3,921.88 |
| Football | \$5,572.31 |

| Season/Sport | Assistant JV |
|---------------------|---------------------|
| Fall (10 Weeks) | \$2,666.70 |
| Winter (15 Weeks) | \$3,366.52 |
| Spring (12 Weeks) | \$2,801.33 |
| Football | \$3,980.22 |

| Season/Sport | Freshman |
|---------------------|-----------------|
| Fall (10 Weeks) | \$2,666.70 |
| Winter (15 Weeks) | \$3,366.52 |
| Spring (12 Weeks) | \$2,801.33 |
| Football | \$3,980.22 |

| Season/Sport | Assistant Freshman |
|---------------------|---------------------------|
| Fall (10 Weeks) | \$2,133.36 |
| Winter (15 Weeks) | \$2,693.21 |
| Spring (12 Weeks) | \$2,241.07 |
| Football | \$3,184.18 |

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

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

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

ADMINISTRATIVE ASSISTANTS

The stipend increase for Administrative Assistants shall be shall be \$3,656.

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

K-12 COORDINATORS

The stipend increase for K-12 Coordinators, Middle School Teacher Coordinators and High School Treasurer shall be \$3,656.

COMPLIANCE WITH TITLE IX

“The Yorktown Central School District, 2725 Crompond Road, Yorktown Heights, New York 10598, does not discriminate on the basis of sex in the educational programs or activities which it operates and it is required by Title IX of the Education Amendments of 1972 not to discriminate in such a manner. The requirement not to discriminate in educational programs and activities extends to employment and admission of students. Inquiries concerning the application of Title IX may be made to the Office of Personnel, 2725 Crompond Road, Yorktown Heights, New York 10598, (914) 243-8000 x18018.”