Yonkers Public Schools

AGREEMENT
between the
BOARD OF EDUCATION
of the
CITY OF YONKERS, NEW YORK
and the
YONKERS FEDERATION OF TEACHERS, AFT

July 1, 2001 – June 30, 2003

Yonkers Federation of Teachers

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1. PREAMBLE

The Board of Education of the City of Yonkers (hereinafter referred to as the "Board") and the Yonkers Federation of Teachers (hereinafter referred to as the "Federation") recognize that they have a common goal, that of working together toward providing the finest educational opportunities for the boys and girls of the Yonkers Public School System. This goal can best be achieved through the joint efforts of the Board and the Federation.

Both groups recognize their responsibilities in our increasingly complex society for working legally and constructively toward improving community structure, resources, and law to provide maximum educational opportunities.

The Board and the Federation, through their respective representatives, have an obligation to engage in joint study and deliberation and endeavor in good faith to negotiate on policies relative to salaries and conditions of employment.

This Agreement is made and entered into by and between the Board and the Federation.

2. STATEMENT OF RECOGNITION

In accordance with the provisions of the resolution adopted by the Board on April 8, 1965 governing the election, and as a result of this election held on May 17, 1965, the Board recognizes the Federation as the exclusive negotiating representative of all professional personnel on tenure, on probation, and on terminal appointments, such as classroom teachers, attendance teachers, itinerant teachers, regular substitute teachers, teaching interns, teaching assistants, Athletic Directors, nurse teachers, librarians, guidance counselors, psychologists, per diem appointments, teachers in adult basic education, summer and night school teachers, but excluding administrative and supervisory employees whose function it is to evaluate the performance of professional personnel for the purpose of discipline, tenure, or promotion, or effectively to recommend discipline, tenure or promotion, such as the Superintendent, the Deputy Superintendent, Assistant Superintendents, Directors, Assistant Directors, Supervisors, Principals, Assistant Principals, Coordinators, Helping Teachers, Administrative Interns and Administrative Assistants.

Nothing contained herein shall be construed to prevent any authorized representative of the Board from meeting with any employee organization representing professional employees as defined above for the purpose of hearing the views and proposals of its members, except that, as to matters presented by such organizations which are proper subjects of negotiation, the Federation shall be informed of the meeting, be permitted a representative, and, as to those matters, any changes or modifications shall be made only through negotiations with the Federation.

Nothing contained herein shall be construed to prevent any individual employees from (1) discussing any matter with administrators and/or supervisors or (2) processing a grievance in his/her own behalf in accordance with the grievance procedure.

3. FAIR PRACTICES

The Federation agrees to maintain its eligibility to represent the voting unit by continuing to admit persons to membership without discrimination on the basis of race, creed, color, national origin, age, sex, marital status or handicaps as covered by Titles VI and IX, and to represent equally all members of the voting unit without regard to membership or participation in, or association with the activities of, any employee organization.

The Board and its administrative personnel agree to continue their policy of not discriminating against any member of the voting unit on the basis of race, creed, color, national origin, age, sex, marital status or handicaps covered by Titles VI and IX, or membership or participation in, or association with the activities of, any employee organization.

4. FEDERATION RIGHTS

A. Officers

The President of the Federation shall have the right, upon his/her request, to be released full time from his/her teaching duties or to be assigned no more than the first three (3) teaching periods of the day or the equivalent teaching time. The President of the Federation shall be given no homeroom assignment, and shall be relieved of any administratively assigned period. The Federation may request a leave of absence without pay for not more than two (2) officers while serving as officers of the Federation. The District shall pay the total cost of one (1) member, designated by the YFT, on such leave, effective July 1, 2000.

Six (6) Federation vice presidents shall be relieved of one (1) assigned duty period daily for the purpose of attending to union grievances. Those of the six (6) vice presidents who do not have assigned duty periods will work out an equivalent free time with the principal in his/her building.

B. Teacher Interest Committee

The Teacher Interest Committee (TIC) in each building, will have the right to meet with the building principal to discuss matters of mutual concern in that building on a regular once a month basis.

The TIC shall submit in writing a proposed agenda at least three (3) school days prior to the meeting. Draft minutes shall be provided to the principal at least two (2) school days prior to distribution to the faculty. Subsequent to the submission of the agenda, items may be added if needed.

C. Building Representatives

In elementary schools the representative shall be relieved of any building assignment during the time when children are arriving at school. In addition, the representative shall be given, for Union business, an additional thirty (30) minutes prep period per week.

In secondary schools, building representatives shall be relieved of one (1) assigned duty period daily to process grievances and shall be relieved of homeroom duty.

D. Chapter Meetings

Chapter meetings may be held after the teacher's day as defined in the section entitled, "Length of Teacher's Day." The arrangement for the use of a school building for meetings is to be in accordance with established procedures. Permission to use school buildings, when not in use for school purposes and up to 5:00 p.m. on school days, may be obtained from the principal of the school. Requests for use of a school building for chapter meetings are to be submitted, in writing, to the principal at least 24 hours prior to the desired time of the meeting. Approval shall be granted except where space is not available or if there is a conflict of activities.

E. Organization Activities

Teachers shall not engage in employee organization activities during the time they are assigned to teaching or other duties and they shall not involve students nor shall they use school supplies for employee organization activities.

The Federation, as the exclusive representative of the professional personnel described in Article 2 of this Agreement, shall be the only

teacher organization with the right to use the school mail service as controlled by the central administration mailing room. All mail so handled will be divided and bundled into separate packages with the name and building of the addressee clearly indicated.

All such mail shall be clearly identifiable as coming from the Federation and shall be signed and dated by an officer of the Federation. The Federation shall have the right to use the school mail boxes for distribution of its material.

The provisions of this section as regards the exclusive right to use the mail service shall be suspended when and in the event that the New York State Public Employment Relations Board issues an order and direction of representation election which relates to the professional personnel in the unit described in Article 2 of this Agreement.

Announcements of Federation meetings may be included in school bulletins that do not go to students.

The public address system may be used before students' arrival in the morning and after students' dismissal at the end of the day for the same purpose.

The Federation shall use its best judgment to avoid dissemination through the use of school facilities for the school mail service of material which is offensive or prejudicial to the educative process.

F. **Board of Education Meetings**

Two (2) copies of the minutes of the Board public meetings shall be made available to the Federation upon request at the headquarters of the Board.

The bylaws and the order of business of the Board provide opportunity for the public, including employee groups, to speak at Board meetings on matters of concern to them. The Board shall also permit the Federation to speak upon individual resolutions after a resolution has been presented and prior to the vote when requested of the Board prior to the meeting.

G. **Bulletin Board Space**

Approximately sixteen (16) square feet of bulletin board space shall be reserved in each school building for the exclusive use of the Federation. All posted documents shall clearly indicate the author of the document and person responsible for posting.

Such bulletin board space shall be easily accessible to teachers in areas not normally frequented by students.

All other teacher organizations shall have no more than four (4) square feet for their use.

The Federation hereby releases and agrees to indemnify the District for any and all materials that are posted by it on the bulletin board reserved for the exclusive use of the Federation.

H. **Conventions**

A sufficient number of days shall be provided to the Federation to enable the attendance of all elected delegates to union conventions without loss to the delegates of their own personal days. Substitutes shall be provided as needed.

5. MONTHLY MEETINGS - MATTERS OF MUTUAL CONCERN

The Superintendent of Schools (hereinafter referred to as the "Superintendent") and/or a representative of the Superintendent will meet and consult once a month, during the school year, with representatives of the Federation on matters of mutual concern.

The Federation is to prepare an agenda which will be given to the Superintendent at least three (3) days in advance of the meeting. Subsequent to the submission of the agenda, items may be added if needed.

6. SALARIES

A. SALARY SCHEDULES AND INCREMENTS

(1) SCHEDULE A-1: (Baccalaureate's Degree) Effective July 1, 2001 (4% Increase)

Steps	BA	BA+15	BA+30	BA+45	BA+60	BA+75
1	41,671	43,013	44,351	45,693	47,039	48,386
2	43,453	44,802	46,145	47,486	48,828	50,170
3	45,243	46,147	47,486	48,828	50,170	51,521
4	48,160	49,502	50,847	52,186	53,529	54,883
5	50,847	52,186	53,529	54,883	56,222	57,568
6	53,529	54,883	56,222	57,568	58,908	60,252
7	56,222	57,568	58,908	60,252	61,597	62,943
8	57,568	58,908	60,706	61,597	62,943	64,284
9	58,908	60,252	62,048	62,943	64,284	65,629
10	60,929	62,264	64,284	65,629	66,975	68,318
11	63,162	64,511	66,528	67,868	69,214	70,559
12	66,299	67,648	69,658	71,003	72,355	73,699
13	72,713	73,414	73,498	73,699	75,478	76,829
14			74,595	75,935	77,725	79,066
15			82,893	84,320	86,678	88,106
21*	73,903	74,604	84,083	85,510	87,868	89,296
26*	75,690	76,391	85,870	87,297	89,655	91,083
31*	76,472	77,173	86,652	88,079	90,437	91,865
36*	77,472	78,173	87,652	89,079	91,437	92,865

(1) SCHEDULE A-1: (Master's Degree) Effective July 1, 2001 (4% Increase)

Steps	MA	MA+15	MA+30	MA+45	MA+60	Ph.D.
1	45,769	47,110	48,458	49,799	51,142	52,676
2	47,559	48,905	50,244	51,587	52,933	54,521
3	48,905	50,244	51,587	52,933	54,285	55,914
4	52,266	53,605	54,948	56,299	57,640	59,368
5	54,948	56,299	57,640	58,984	60,322	62,132
6	57,640	58,984	60,322	61,668	63,016	64,906
7	60,322	61,668	63,016	64,362	65,707	67,678
8	62,121	63,016	64,362	65,707	67,493	69,733
9	63,463	64,362	65,707	67,047	68,394	71,080
10	65,707	67,047	68,394	69,733	71,080	73,768
11	67,946	69,287	70,631	71,972	73,316	76,898
12	71,080	72,417	73,768	75,118	76,457	79,144
13	74,918	75,118	76,896	78,250	79,593	82,278
14	76,010	77,353	79,144	80,484	81,830	83,623
15	84,310	85,736	88,096	89,523	90,947	93,785
21*	85,500	86,926	89,286	90,713	92,137	94,975
26*	87,287	88,713	91,073	92,500	93,924	96,762
31*	88,069	89,495	91,855	93,282	94,706	97,544
36*	89,069	90,495	92,855	94,282	95,706	98,544

If intern positions, as defined by the Commissioner are created, such interns shall be paid at 80% of such salary during service at Steps 1 and/or 2.

Effective 10/1/99, no member of the unit shall be entitled to move onto the Ph.D. column by virtue of earning a J.D. or any other law degree.

* Longevity [See explanation under Article 6A(5)a]
6.B. Special Increment = $1,200 [See Article 6B]
Each teacher entitled to a step advance on the salary schedule shall advance one step on September 1, 2001.
Vocational teachers, without teaching experience, will be placed on the sixth (6th) step.

(2) SCHEDULE A-2 (Baccalaureate's Degree): Effective July 1, 2002 (4% Increase)

Steps	BA	BA+15	BA+30	BA+45	BA+60	BA+75
1	43,338	44,734	46,125	47,521	48,921	50,321
2	45,191	46,594	47,991	49,385	50,781	52,177
3	47,053	47,993	49,385	50,781	52,177	53,582
4	50,086	51,482	52,881	54,273	55,670	57,078
5	52,881	54,273	55,670	57,078	58,471	59,871
6	55,670	57,078	58,471	59,871	61,264	62,662
7	58,471	59,871	61,264	62,662	64,061	65,461
8	59,871	61,264	63,134	64,061	65,461	66,855
9	61,264	62,662	64,530	65,461	66,855	68,254
10	63,366	64,755	66,855	68,254	69,654	71,051
11	65,688	67,091	69,189	70,583	71,983	73,381
12	68,951	70,354	72,444	73,843	75,249	76,647
13	75,622	76,351	76,438	76,647	78,497	79,902
14			77,579	78,972	80,834	82,229
15			86,209	87,693	90,145	91,630
21*	76,860	77,589	87,447	88,931	91,383	92,868
26*	78,718	79,447	89,305	90,789	93,241	94,726
31*	79,531	80,260	90,118	91,602	94,054	95,539
36*	80,571	81,300	91,158	92,642	95,094	96,579

(2) SCHEDULE A-2 (Master's Degree): Effective July 1, 2002 (4% Increase)

Steps	MA	MA+15	MA+30	MA+45	MA+60	Ph.D.
1	47,600	48,994	50,396	51,791	53,188	54,783
2	49,461	50,861	52,254	53,650	55,050	56,702
3	50,861	52,254	53,650	55,050	56,456	58,151
4	54,357	55,749	57,146	58,551	59,946	61,743
5	57,146	58,551	59,946	61,343	62,735	64,617
6	59,946	61,343	62,735	64,135	65,537	67,502
7	62,735	64,135	65,537	66,936	68,335	70,385
8	64,606	65,537	66,936	68,335	70,193	72,522
9	66,002	66,936	68,335	69,729	71,130	73,923
10	68,335	69,729	71,130	72,522	73,923	76,719
11	70,664	72,058	73,456	74,851	76,249	79,974
12	73,923	75,314	76,719	78,123	79,515	82,310
13	77,915	78,123	79,972	81,380	82,777	85,569
14	79,050	80,447	82,310	83,703	85,103	86,968
15	87,682	89,165	91,620	93,104	94,585	97,536
21*	88,920	90,403	92,858	94,342	95,823	98,774
26*	90,778	92,261	94,716	96,200	97,681	100,632
31*	91,591	93,074	95,529	97,013	98,494	101,445
36*	92,631	94,114	96,569	98,053	99,534	102,485

If intern positions, as defined by the Commissioner are created, such interns shall be paid at 80% of such salary during service at Steps 1 and/or 2.

Effective 10/1/99, no member of the unit shall be entitled to move onto the Ph.D. column by virtue of earning a J.D. or any other law degree.

* Longevity [See explanation under Article 6A(5)a]
6.B. Special Increment = $1,248 [See Article 6B]
Each teacher entitled to a step advance on the salary schedule shall advance one step on **September 1, 2002.**
Vocational teachers, without teaching experience, will be placed on the sixth (6th) step.

TEACHERS' BASIC SALARY SCHEDULE

(3) Lane Requirements:

BA ..... Teachers (Non-Vocational) -- Bachelor's Degree; Vocational Teachers -- Completion of journeyman's experience in trade or technical area. Evidence of having passed the New York State Trade Proficiency Examination.

BA+15 .... Teachers (Non-Vocational) -- 15 Semester Hours of approved study beyond and earned subsequent to the granting of a Baccalaureate Degree.
Vocational Teachers -- Completion of 15 Semester Hours of work toward the provisional license as a trade or technical teacher.

BA+30 .... Teachers (Non-Vocational) -- 30 Semester Hours of approved study beyond and earned subsequent to the granting of a Baccalaureate Degree.
Vocational Teachers -- Completion of requirements for the provisional license as a trade or technical teacher in New York State.

BA+45 .... Teachers (Non-Vocational) -- 45 Semester Hours of approved study beyond and earned subsequent to the granting of a Baccalaureate Degree.
Vocational Teachers (Non-Applicable).

BA+60 .... Teachers (Non-Vocational) -- 60 Semester Hours of approved study beyond and earned subsequent to the granting of a Baccalaureate Degree.
Vocational Teachers -- Completion of requirements for the permanent license as trade or technical teacher in New York State.

BA+75 .... Teachers (Non-Vocational) -- 75 Semester Hours of approved study beyond and earned subsequent to the granting of a Baccalaureate Degree.
Vocational Teachers -- Receipt of a Baccalaureate Degree at an institution recognized by the Education Department of the State of New York.

MA ... Teachers (Non-Vocational) -- Completion of earned Master's Degree.

MA+15 ... Teachers (Non-Vocational) -- 15 Semester Hours of approved study beyond and earned in addition to the granting of a Master's Degree.

MA+30 ... Teachers (Non-Vocational) -- 30 Semester Hours of approved study beyond and earned in addition to the granting of a Master's Degree.

MA+45 ... Teachers (Non-Vocational) -- 45 Semester Hours of approved study beyond and earned in addition to the granting of a Master's Degree.

MA+60 .... Teachers (Non-Vocational) -- 60 Semester Hours of approved study beyond and earned in addition to the granting of a Master's Degree.
Vocational Teachers -- 60 Semester Hours of approved study in addition to the earned Bachelor's Degree.

Ph.D. ..... Teachers (Non-Vocational) -- Earned Doctorate awarded by a University accredited by the New York State Education Department.
Vocational Teachers -- One year or more beyond the Master's Degree -- (30 Semester Hours) of approved study beyond and earned in addition to the Master's Degree).

*Effective 10/1/99, no member of the unit shall be entitled to move onto the Ph.D. column by virtue of earning a J.D. or any other law degree.

(4) Excellence in Teaching (EIT) Increment

a. Each teacher, regular substitute teacher and ABE teacher will be paid an EIT increment. The amount each year will be determined by the EIT amount allocated by the State to Yonkers for that year and shall be distributed as an equal percent added to the salary grid pay for each covered teacher.

b. The percent shall be determined by the ratio of the total EIT money received in that year over the total base salary grid money to be paid to all covered teachers for that year. Like all other increments, the EIT increment shall be part of the teacher's yearly salary for the purposes of social security and pension calculations.

c. The specific dollar amounts of the EIT increment which apply to each step of the salary grid will be agreed to between the parties each year in a separate document.

d. The payment of the EIT increment will be part of the covered teacher's regular paycheck in the same manner as other increments and when retroactive payments are made they shall be by separate check, if possible.

e. In no event shall the sum total of all EIT salary increments paid to covered teachers exceed the EIT allocation for the given year.

f. In the event that no EIT money shall be received from the State, this Agreement shall be of no force or effect, and shall cease to operate for that school year.

g. In the event that the legislature shall at some future time permit EIT allocations to be used for payment of benefits or other costs attendant to the EIT salary increments, then the parties will attempt to negotiate a new agreement.

h. The parties agree that in no event will any expenditure or payment under this Agreement be required which is not in accordance with the provisions relating to EIT apportionment as set forth in the Laws and Regulations of New York State.

(5) **Longevity**

a. Upon completion of twenty (20) years employment by the Board, a teacher shall be entitled to an annual longevity increment. (See Article 6.A, Step 21)

b. Upon completion of twenty-five (25) years employment by the Board, the teacher shall be entitled to an additional annual increment. (See Article 6.A, Step 26)

c. Upon completion of thirty (30) years employment by the Board, a teacher shall be entitled to an additional annual longevity increment. (See Article 6.A, Step 31)

d. Upon completion of thirty-five (35) years employment by the Board, a teacher shall be entitled to an additional annual longevity increment. (See Article 6.A, Step 36)

(6) **Lane Changes**

All college credits earned subsequent to the Baccalaureate Degree shall count towards lane changes. Lane changes shall take place on September 1 and February 1 of each year. In order for a lane change to occur, teachers must submit to the Personnel office the appropriate form provided by the District for this purpose, but not earlier than the date of completion of the last course used for this change. Any teacher submitting a lane change request must as a precondition to receiving said increase, provide the District with an official transcript(s) of his/her grades as proof of satisfactory completion of same.

Application for a lane change shall be submitted as soon after the completion of

the needed credits as possible. If a delay occurs in the appropriate proof of completion of said course, the lane change will not occur until all materials are filed. The lane change will be retroactive to the applicable September 1 or February 1.

However, where questions of relevancy to professional growth in areas of employment are raised, they will be referred to a committee for final determination. That committee shall be composed of two (2) members appointed by the Superintendent, two (2) members appointed by the Federation, and one (1) teacher appointed by the other four members.

Teachers hired after November 1, 1997 who do not hold a Master's degree or Ph.D. will be placed upon the appropriate BA lane of the salary schedule. There shall be no movement onto any other BA lanes for such teachers. Occupational education teachers who may not be required to obtain a Master's degree for permanent state certification may be placed on any of the BA lanes and may move onto any of the lanes 2 to 6.

(7) **In Service Credits**

There are two (2) methods of earning in service credits for placement on the next salary lane:

a. **Course Work**

Credits earned since September 1964 meet the requirements of the Board/Federation policy that no more than six (6) semester hours of approved in service credit may be applied for movement from one salary lane to the next higher lane, providing nine (9) additional approved college credits were presented to complete the complement of fifteen (15). The six (6) semester hours here referred to may be "200" digit courses.

Nine (9) in-service credits offered by the Board may be earned in a complement of ***nine (15)*** providing two-thirds are earned in "200" digit courses.

Note: It is the teacher's responsibility to select courses in the "200" digits classification to meet the requirements set forth in the in service policy for credit for salary adjustment.

Furthermore, teachers will not receive credit more than once for the same course.

All in service courses will be given for fifteen (15) sessions of two (2)

hours per session. Each fifteen (15) class hours equals one (1) in service credit. Criteria for qualifying for an in service course will be established by the instructor.

No more than two (2) will be permitted in any one (1) course --late registration is counted as an absence.

In order to start a course, there must be a minimum of fifteen (15) teachers in regular attendance.

Teachers seeking in service credit for courses taken outside the District must request and receive approval prior to attending classes. The request and approval shall be in writing.

Additionally, proof of successful completion of each in service course is required prior to approval to count such credits towards lane changes.

Courses sponsored by organizations such as BOCES, etc., will also be given two (2) in service credits if prior approval is received from the Director in the appropriate area. NDEA, NSF, courses taken under scholarships and foundation grants, and other similar courses for which no official transcript is given, will also be granted two (2) credits of in service credit. Upon approval of a special project by the instructor, it may be designated as a "200" digit course. When an official transcript is given by an accredited university, the number of credits given by the university will be honored.

Verification of the successful completion of such courses must be submitted to the Office of Personnel together with the approved project. Personnel participating in such courses are responsible for the submission of such verification by the instructor.

In the event that such in service credit shall entitle the employee to a lane change, then the Board shall pay such increments retroactive to the date said employee became entitled to the lane change, if such proof of completion is not furnished until some time subsequent to said date. Retroactive payments made hereunder shall not exceed two (2) years.

b. Student Teacher Assignments

Student teachers shall be assigned to teachers on a voluntary basis only, and with the approval of the appropriate central office administrator.

Teachers who have been approved to supervise student teachers shall receive two (2) in service credits upon successful completion of each semester.

B. Special Increments

(1) Teachers of special education, speech, guidance, and psychologists shall be paid above the regular teaching salary the increment set forth in salary schedules A-1 to A-9. Effective October 1, 1999 such increments shall not be applicable to newly hired Special Education and Speech teachers.

(2) The Teacher-in-Charge who fulfills this responsibility actively for more than one (1) week shall be compensated for such active responsibility based on Step 1 of the differential schedule for assistant principal on a pro-rata basis.

C. Substitute Teachers

(1) Per Diem

a. The basic per diem salary rate for teachers on per diem appointments shall be $104/day for 2001-2002, and $108/day for 2002-2003. The rate for per diem teachers assigned to cover the class(es) of the same teacher for twenty-one (21) days or more shall be $109/day for 2001-2002, and $113/day for 2002-2003 commencing on the twenty-first day in the same assignment, with the twenty-one (21) day rate retroactive to the first day in the same position.

b. Per diem substitute teachers shall be entitled to the same length duty-free lunch period as the teacher being replaced.

c. Continuous service requirements for per diem substitute pay scale purposes will be considered interrupted only by per diem absences of three (3) or more days. In such cases, the continuous service count will begin anew, unless waived by the District for extraordinary reasons at the District's sole discretion.

d. The application of per diem substitute teachers will be reviewed and considered, in accordance with the District's personnel procedures, when appointments for regular or regular substitute teaching positions are made.

e. Concerning the matters contained in Article 6, Section C, (1) of this Agreement, per diem substitutes will have the same access to the grievance machinery of the Federation/Board agreement as any other members of the bargaining unit.

f. Per diem substitute teachers shall be granted one (1) year of salary credit for each 200 days of service in the Yonkers Public Schools. This credit will also be granted to substitute teachers receiving a regular appointment in this system.

If, while serving as a substitute teacher in a specific assignment in the Yonkers Public School system, a teacher is granted a regular appointment in the same assignment, the effective date of the appointment will be retroactive to the first day of service in that assignment. Moreover, a substitute teacher who is placed in a regular position prior to April 1, will be granted the full increment on the regular salary scale at the next increment date.

(2) Regular Substitute Teachers

A regular substitute teacher is a substitute who is assigned to an encumbered position which is vacant for at least 75 school days within the same school year. Such regular substitute teachers shall be employed under the following terms:

a. **Salary:** The starting salary of regular substitute teachers shall be at the appropriate step and lane of the regular teachers' salary schedule in accordance with the Board policies. Regular substitute teachers who serve on a continuous basis in the school district shall be eligible for maximum placement of up to Step 10 of the appropriate lane, and the teacher shall be granted one (1) year of salary service credit for each year of regular substitute service in the Yonkers Public Schools.

If, while serving as a regular substitute teacher in a specific assignment in the school system, a teacher is granted a regular appointment in that assignment, then the effective date of the appointment will be retroactive to the first day of that assignment.

b. **Other Benefits:** A regular substitute teacher shall be entitled to all other contract benefits of the Federation agreement except:

- Tenure provisions
- Seniority provisions
- Transfer rights provision

c. Terminations: A regular substitute teacher shall be terminated upon the return of the teacher for whom the position has been encumbered, or the services of the regular substitute are no longer required. The services of a regular substitute teacher may be terminated at any time.

d. Encumbered positions which have been filled with regular substitutes will be posted in June if the teacher for whom the position is encumbered is not returning within one (1) year.

D. Coaches of Varsity Athletics and Intramural Sports

(1) Additional Pay

Coaches of varsity athletics and intramural sports, who carry full teaching loads and who are designated by the Superintendent to handle one (1) or more of the sports, shall be paid an additional salary as designated in Schedule D-1.

Payment of additional pay under this article will be made at the end of each activity season.

(2) End of Season Coaching Evaluation

Observations by a building administrator are to be followed by a conference with the coach /sponsor at which time the coach/ sponsor's performance is to be discussed and recommendations made.

In the event that the first observation is unsatisfactory the building administrator shall complete an additional observation(s) and conference at which time the specific concerns of the building administrator shall be addressed. In serious circumstances involving the health and/or safety of students a second evaluation will not be necessary.

Following the observation(s) and conference(s) the coach/ sponsor is to be informed by the building administrator, in writing, of possible non-continuance in the coaching/sponsoring assignment.

A coach/sponsor whose services may be recommended for non-continuance shall be entitled to present his/her position directly to the school principal, who shall prepare the end-of-season evaluation form.

The school principal will make a written recommendation to the Director of Physical Education and Athletics as to whether the coach should be continued in the position. A copy of the evaluation and recommendation will be made available to the coach/sponsor.

The recommendation of the school principal will be reviewed by the Director of Physical Education and Athletics who shall make the final determination as to whether the coach/sponsor should be continued.

A coach/sponsor whose services have been recommended for discontinuance shall have the opportunity to present his/her position directly to the Director of Physical Education and Athletics.

The determination of the Director of Physical Education and Athletics will be documented in the file of the Director of Physical Education and Athletics and forwarded to the Department of Personnel for placement in staff members' personnel file and a copy sent to the building principal and coach/sponsor. The determination by the Director of Physical Education and Athletics shall be non-grievable, but shall be subject to review at the sole discretion of the Superintendent.

(3) Salary Schedule D-1

- Additional pay for coaches of varsity athletics and intramural sports

Mid-August - Mid-November: 3 Months (12 Weeks)	Season	7/1/2001	7/1/2002
Cheerleading-Asst. Freshman/Modified Coach**	Fall	828	861
Cheerleading-Junior Varsity Coach	Fall	1,035	1,076
Cheerleading-Varsity Coach	Fall	1,458	1,516
Cross Country - Coach	Fall	3,648	3,794
Field Hockey - Coach	Fall	3,795	3,947
Football - Asst. Freshman/Modified Coach**	Fall	2,989	3,109
Football - Freshman/Modified Coach**	Fall	3,362	3,496
Football - Junior Varsity Coach	Fall	3,736	3,885
Football - Varsity Assistant Coach	Fall	4,109	4,273
Football - Varsity Coach	Fall	5,860	6,094
Soccer - Freshman/Modified Coach**	Fall	2,658	2,764
Soccer - Junior Varsity Coach	Fall	2,954	3,072
Soccer - Varsity Coach	Fall	3,962	4,120
Swimming - Coach	Fall	4,911	5,107
Twirling - Coach	Fall	1,346	1,400
Volleyball-Asst. Freshman/Modified Coach-Girls**	Fall	2,075	2,158
Volleyball-Freshman/Modified Coach-Girls**	Fall	2,335	2,428
Volleyball-Junior Varsity Coach-Girls	Fall	2,594	2,698
Volleyball-Varsity Coach-Girls	Fall	3,350	3,484
Mid November - February - 3 ½ Months (14 wks)			
Basketball-Freshman/Modified Coach**	Winter	3,474	3,613
Basketball-Junior Varsity Coach	Winter	3,859	4,013
Basketball-Varsity Coach	Winter	5,084	5,287
Bowling - Coach	Winter	2,019	2,100
Cheerleading-Freshman/Modified Coach**	Winter	932	969
Cheerleading-Junior Varsity Coach	Winter	1,035	1,076
Cheerleading-Varsity Coach	Winter	1,458	1,516
Gymnastics - Coach	Winter	4,001	4,161
Swimming - Coach	Winter	4,911	5,107
Swimming - Junior Varsity Coach	Winter	3,684	3,831
Track (Winter) - Coach	Winter	3,886	4,041
Wrestling - Junior Varsity Coach - Boys	Winter	3,606	3,750
Wrestling - Freshman/Modified Coach**	Winter	3,246	3,376
Wrestling - Varsity Coach	Winter	4,810	5,002

March - May - 3 Months (12 wks)

Baseball-Freshman/Modified Coach**	Spring	2,801	2,913
Baseball-Junior Varsity Coach	Spring	3,112	3,236
Baseball-Varsity Coach	Spring	4,295	4,467
Golf - Coach	Spring	2,217	2,306
Lacrosse - Coach	Spring	4,403	4,579
Lacrosse - Junior Varsity Coach - Boys	Spring	3,303	3,435
Riflery - Coach	Spring	2,013	2,094
Softball-Freshman/Modified Coach-Girls**	Spring	2,801	2,913
Softball-Junior Varsity Coach-Girls	Spring	3,112	3,236
Softball-Varsity Coach-Girls	Spring	4,295	4,467
Tennis - Coach	Spring	2,746	2,856
Track (Spring) - Assistant Coach	Spring	3,080	3,203
Track (Spring) - Coach	Spring	4,327	4,500

**Freshman/Modified Coach salary based on 90% of JV Coach salary

**Asst.Freshman/Modified Coach salary based on 80% of JV Coach salary

Full Year Activities

Athletic Directors - High School	Full Year	9,448	9,826
Athletic Directors - Middle School	Full Year	4,725	4,914
Senior High School			
Dramatics	Full Year	2,868	2,983
G.O.	Full Year	4,820	5,013
Instrumental Music	Full Year	2,868	2,983
Intramurals	Full Year	2,653	2,759
Literary Magazine (Sr.)	Full Year	1,562	1,624
Newspaper	Full Year	2,416	2,513
Yearbook	Full Year	3,201	3,329
Middle School			
G.O.	Full Year	2,868	2,983
Instrumental Music	Full Year	1,517	1,578
Intramurals	Full Year	2,653	2,759
Newspaper	Full Year	1,133	1,178
Yearbook	Full Year	1,517	1,578

E. Adult Basic Education (ABE)

(1) Teachers' Salary Schedule E-1 – (Baccalaureate's Degree) Effective July 1, 2001 (4% Increase)

Steps	BA	A-1+15 BA+15	A-1+30 BA+30	A-1+45 BA+45	A-1+60 BA+60	A-1+75 BA+75
1	37,504	38,712	39,916	41,124	42,335	43,547
2	39,108	40,322	41,531	42,737	43,945	45,153
3	40,719	41,532	42,737	43,945	45,153	46,369
4	43,344	44,552	45,762	46,967	48,176	49,395
5	45,762	46,967	48,176	49,395	50,600	51,811
6	48,176	49,395	50,600	51,811	53,017	54,227
7	50,600	51,811	53,017	54,227	55,437	56,649
8	51,811	53,017	54,635	55,437	56,649	57,856
9	53,017	54,227	55,843	56,649	57,856	59,066
10	54,836	56,038	57,856	59,066	60,278	61,486
11	56,846	58,060	59,875	61,081	62,293	63,503
12	59,669	60,883	62,692	63,903	65,120	66,329
13	65,442	66,073	66,148	66,329	67,930	69,146
14			67,136	68,342	69,953	71,159
15			74,604	75,888	78,010	79,295
*21	66,513	67,144	75,675	76,959	79,081	80,366
*26	68,121	68,752	77,283	78,567	80,689	81,974
*31	68,825	69,456	77,987	79,271	81,393	82,678
*36	69,725	70,356	78,887	80,171	82,293	83,578

Adult Basic Education (ABE)

(1) Teachers' Salary Schedule E-1 – (Master's Degree) Effective July 1, 2001 (4% Increase)

Steps	MA	MA+15	MA+30	MA+45	MA+60
1	41,192	42,399	43,612	44,819	46,028
2	42,803	44,015	45,220	46,428	47,640
3	44,015	45,220	46,428	47,640	48,857
4	47,039	48,245	49,453	50,669	51,876
5	49,453	50,669	51,876	53,086	54,290
6	51,876	53,086	54,290	55,501	56,714
7	54,290	55,501	56,714	57,926	59,136
8	55,909	56,714	57,926	59,136	60,744
9	57,117	57,926	59,136	60,342	61,555
10	59,136	60,342	61,555	62,760	63,972
11	61,151	62,358	63,568	64,775	65,984
12	63,972	65,175	66,391	67,606	68,811
13	67,426	67,606	69,206	70,425	71,634
14	68,409	69,618	71,230	72,436	73,647
15	75,879	77,162	79,286	80,571	81,852
*21	76,950	78,233	80,357	81,642	82,923
*26	78,558	79,841	81,965	83,250	84,531
*31	79,262	80,545	82,669	83,954	85,235
*36	80,162	81,445	83,569	84,854	86,135

*Longevity [See explanation under Article 6E(3)]

Adult Basic Education (ABE)

(2) Teachers' Salary Schedule E-2 –(Baccalaureate's Degree) Effective July 1, 2002 (4% Increase)

Steps	BA	A-1+15 BA+15	A-1+30 BA+30	A-1+45 BA+45	A-1+60 BA+60	A-1+75 BA+75
1	39,004	40,261	41,513	42,769	44,029	45,289
2	40,672	41,935	43,192	44,447	45,703	46,959
3	42,348	43,194	44,447	45,703	46,959	48,224
4	45,077	46,334	47,593	48,846	50,103	51,370
5	47,593	48,846	50,103	51,370	52,624	53,884
6	50,103	51,370	52,624	53,884	55,138	56,396
7	52,624	53,884	55,138	56,396	57,655	58,915
8	53,884	55,138	56,821	57,655	58,915	60,170
9	55,138	56,396	58,077	58,915	60,170	61,429
10	57,029	58,280	60,170	61,429	62,689	63,946
11	59,119	60,382	62,270	63,525	64,785	66,043
12	62,056	63,319	65,200	66,459	67,724	68,982
13	68,060	68,716	68,794	68,982	70,647	71,912
14			69,821	71,075	72,751	74,006
15			77,588	78,924	81,131	82,467
*21	69,174	69,830	78,702	80,038	82,245	83,581
*26	70,846	71,502	80,374	81,710	83,917	85,253
*31	71,578	72,234	81,106	82,442	84,649	85,985
*36	72,514	73,170	82,042	83,378	85,585	86,921

Adult Basic Education (ABE)

(2) Teachers' Salary Schedule E-2 –(Master's Degree)Effective July 1, 2002 (4% Increase)

Steps	MA	MA+15	MA+30	MA+45	MA+60
1	42,840	44,095	45356	46,612	47,869
2	44,515	45,775	47,029	48,285	49,545
3	45,775	47,029	48,285	49,545	50,810
4	48,921	50,174	51,431	52,696	53,951
5	51,431	52,696	53,951	55,209	56,462
6	53,951	55,209	56,462	57,722	58,983
7	56,462	57,722	58,983	60,242	61,502
8	58,145	58,983	60,242	61,502	63,174
9	59,402	60,242	61,502	62,756	64,017
10	61,502	62,756	64,017	65,270	66,531
11	63,598	64,852	66,110	67,366	68,624
12	66,531	67,783	69,047	70,311	71,564
13	70,124	70,311	71,975	73,242	74,499
14	71,145	72,402	74,079	75,333	76,593
15	78,914	80,249	82,458	83,794	85,127
*21	80,028	81,363	83,572	84,908	86,241
*26	81,701	83,036	85,245	86,581	87,914
*31	82,433	83,768	85,977	87,313	88,646
*36	83,369	84,704	86,913	88,249	89,582

* Longevity [See explanation under Article 6E (3).]

(3) Longevity:

a. Upon completion of twenty (20) years employment by the Board, ABE teachers shall be entitled to an annual longevity increment. (See Article 6.E, Step 21)

b. Upon completion of twenty-five (25) years employment by the Board, ABE teachers shall be entitled to an additional annual increment. (See Article 6.E, Step 26)

c. Upon completion of thirty (30) years employment by the Board, ABE teachers shall be entitled to an additional annual increment. (See Article 6.E, Step 31)

d. Upon completion of thirty-five (35) years employment by the Board, ABE teachers shall be entitled to an additional annual increment. (See Article 6.E, Step 36)

The amount set forth for Steps 21 and 26, 31 and 36 shall reflect 90% of the amount set forth on Schedule 6A.

(4) Benefits:

a. ABE teachers shall be entitled to the same Health and Medical benefits as other teachers in the bargaining unit.

b. ABE teachers shall be entitled to the same number of personal leave and sick leave days as other teachers in the bargaining unit. The salary paid to each teacher during such days will be the same as they would have earned had they worked that day.

c. Each ABE teacher will be entitled to a Welfare Fund contribution benefit on the following basis:

6 hour teacher: Full Welfare Fund contribution
4-½ hour teacher: ¾ Welfare Fund contribution
3 hour teacher: ½ Welfare Fund contribution

d. ABE teachers will be entitled to accumulate and exercise seniority within the ABE Program based upon the date of assignment to the ABE Program and the subsequent years of service within the ABE Program.

e. ABE teachers will be entitled to transfer within the school system into open positions on the same basis as other teachers

in the bargaining unit, using ABE service credit as computed in paragraph "d" hereof.

f. For the purposes of the above two provisions, each year of employment shall be credited as one (1) year of seniority.

g. Effective September 1981, ABE six (6) hour teachers may use future consecutive ABE service in order to earn tenure. If the Board requires the teacher to perform less than six (6) hours service per day in any subsequent year, then such teacher shall receive full time probationary credit. A voluntary reduction by a teacher to less than six (6) hours per day service shall result in a forfeiture of previously acquired probationary credit.

h. ABE teachers shall have the same rights under other sections of the teacher contract, where appropriate, as other teachers in the bargaining unit, except that no matters related to salary, benefits, transfers, continuation of employment and tenure shall be beyond those agreed to in Article 6, Section E of this Agreement.

F. Athletic Directors

(1) Salary

The stipend for Athletic Directors will be paid in three (3) equal increments to coincide with the end of the Fall, Winter and Spring sports seasons.

In the event the Director of Physical Education and Athletics deems the Athletic Director's attendance necessary for days during the months of July and August, compensation will be at the rate of 1/200th for each day worked. Every effort shall be made to give notice of such required attendance by the last day of school.

(2) Responsibilities

Athletic Directors, under the supervision of the building principals, will be responsible for the following in their assigned school:

a. Administration and supervision of school Interscholastic Athletic Program under the direct supervision of the Building Principal and/or the District Director.

b. Attendance and other responsibilities as set forth in the "Policies and Procedures for Interscholastic Athletics" at all

home varsity football and basketball games. In addition, the Athletic Director's attendance may be required at other football or basketball games which, in the judgment of the Building Principal, present unusual circumstances warranting the attendance of the Athletic Director.

(3) Teaching

a. Athletic Directors will not be eligible to accept coaching assignments, except in the event that the District, in its sole discretion requests an Athletic Director to accept a coaching assignment when it is found to be in the best interest of the school system.

b. High School Athletic Directors will be required to teach two (2) periods or the equivalent time per day, to be scheduled in the A.M.

c. Middle School Athletic Directors will be required to teach four (4) periods per day.

d. Athletic Directors will not serve in the capacity of Physical Education Departmental Chairpersons.

(4) Certification

All Athletic Directors must be certified as Physical Education teachers.

(5) Evaluation

Athletic Directors will be subject to observation by the building administrator for the purpose of evaluation. Observations by a building administrator are to be followed by a conference with the Athletic Director at which time the Athletic Director's performance is to be discussed and recommendations made.

In the event that the first observation is unsatisfactory, the building administrator shall complete an additional observation(s) and conference(s) at which time the specific concerns of the building administrator shall be addressed.

Following the observation(s) and conference(s), the School Athletic Director is to be informed by the principal in writing, of his/her recommendation for non-continuance in the assignment.

The school principal will make a written recommendation to the Director of Physical Education and Athletics as to whether the School Athletic Director should be continued in the position. A copy of the evaluation and recommendation will be made available to the School Athletic Director. The recommendation of the school principal will be reviewed by the Director of Physical Education and Athletics who shall make the determination as to whether the Athletic Director should be continued.

A School Athletic Director whose services have been recommended for discontinuance shall have the opportunity to present his/her position directly to the Director of Physical Education and Athletics.

The determination of the Director of Physical Education and Athletics will be documented in the file of the Director of Physical Education and Athletics and forwarded to the Department of Personnel for placement in staff member's personnel file and a copy sent to the building principal and Athletic Director. The determination by the Director of Physical Education and Athletics shall be non-grievable but shall be subject to review by the Superintendent in his/her sole discretion.

G. Workshop Pay

Teachers shall be paid according to the following schedule for after school hours/weekend voluntary workshops. Each session is to last no longer than three (3) hours. The per session stipend will not apply to those teachers who are excused from their normal teaching duties to attend workshops during regular school hours.

Effective Date	Workshop Rate
July 1, 2001	$51.00
July 1, 2002	$53.00

7. JURY DUTY

Members of the professional staff who serve on jury duty may retain the fees which they receive for such service in addition to their regular salary. Teachers shall utilize the night-before call-in system when available.

8. ADULT EVENING SCHOOL, SUMMER SCHOOL STAFF SELECTION, AND HOURLY RATES

Teachers in the Yonkers School System, who have satisfactorily served in the District and who desire to teach in the Summer or Adult Evening School, shall be given preference over teachers from outside of the school system.

Teachers who have satisfactorily served in Summer or Adult Evening Education classes the previous term shall receive preference over other applicants.

Summer school, night school and all hourly rated teachers' duties will be paid according to the following schedule.

Effective Date	Hourly Rate
July 1, 2001	$37.00
July 1, 2002	$39.00

Summer school teachers who are employed by the Board during the regular school year shall be permitted to use no more than two (2) sick leave days each summer from their sick leave bank for reasons of illness.

9. HEALTH AND WELFARE

A. Welfare Fund

The Board shall contribute for each teacher to the Federation's Welfare Fund at the annual rate indicated in the following table:

Year	Contribution
2001/2002	$1399.00
2002/2003	$1455.00

The Federation shall take such steps as are necessary to provide for a Board member to be selected by the Federation as the one public trustee to be on the Board of Trustees of the Welfare Fund.

B. Hospitalization and Medical Coverage

The Board agrees to pay full hospitalization based on the Empire Plan as individuals and as individuals with dependents. For those employees enrolled in other than Empire plan, the Board agrees to pay the portion of the cost that would normally apply to the Empire plan.

Members of the unit who are eligible and enrolled in the District's health insurance plan and who withdraw from the District's plan shall receive $1,500 provided they remain eligible and uncovered under such plan for a period of twelve (12) consecutive months. Such payments shall be made at the end of the twelve-month period and annually thereafter, provided such teachers are still eligible and uncovered under the District's plan. Nothing contained herein shall preclude an eligible member from reentering the plan at any time provided, however, that in

the case of a member who reenters in less than twelve months, or on a date prior to an annual payment, no payments shall be made.

Effective November 1, 1997, new hires shall not be eligible for health insurance coverage by the District if they are eligible for substantially equivalent coverage under another plan. New hires who may have to pay to participate in such plan are still deemed eligible to participate and will not be covered by the District plan.

Upon submission of satisfactory proof that such contributions are required, such unit members shall be entitled to an annual payment while such contributions are still required. The amount of such payment shall be equal to the actual cost to the spouse, but shall not exceed 50% of the District's cost for family coverage.

Should an individual lose eligibility for substantially equivalent coverage under such plan, the Board will allow for participation in the District plan as soon as possible.

Members of the unit shall truthfully advise the District of their eligibility for health insurance under other plans.

C. **Accident and Health Insurance**

The Board agrees that upon application of a teacher for the Federation accident and health insurance, a payroll deduction shall be made and forwarded to the agency handling the Federation accident and health insurance plan.

The application for such insurance shall be forwarded to the Auditor's office at least thirty (30) days prior to the date of payroll deduction.

This plan is subject to limitations of the insurance company with respect to the minimum number of applications necessary to implement the plan.

10. STAFFING AND TEACHING CONDITIONS

A. **Level of Staffing**

There shall be a district-wide ratio of not less than fifty (50) professional employees to each 1,000 pupils.

During the term of this agreement, the District shall continue to employ all teachers hired prior to July 1, 1977. (This does not include those in Federally financed programs who were not covered under the former

"level of staffing" clause) except that, whenever in the judgment of the Board it is necessary to transfer such teachers for economic reasons, or reasons relating to reduced programs, changes in programs, or closing of schools, such teachers may be dismissed by the District only in compliance with the following procedure:

(1) The District notifies the teacher by January 15th, that due to any of the reasons recited above, the District will not employ the teacher in the teacher's certification area beyond January 15th of the succeeding year.

(2) Teachers who have received the notice described in Paragraph (1) shall be given an opportunity to apply for any vacancy from a list of all vacancies in other certification areas currently available or projected, such list to be provided to the teacher by the District.

(3) The District shall provide assistance to teachers who have received the notice described in Paragraph (1) and who have elected to become certified for a vacancy, in any of the following programs elected by the teacher:

a. An unpaid leave of absence to terminate no longer than the conclusion of the fall semester.

b. Reimbursement by the District of up to $1000 for tuition for courses taken by the teacher towards certification for the vacancy. Such reimbursement to be paid upon receipt of the notice for certification.

(4) When the District identifies a vacancy or vacancies for a teacher who has received the notice described in Paragraph (1), and the teacher is not certified for the vacancy, the teacher shall within ten (10) school days of receiving the notice, notify the District that the teacher shall become eligible for certification for the vacancy by January 15th of the succeeding year and, if no such notice is received by the District within ten (10) school days, the teacher's employment may be terminated at the close of the school year. No teacher's employment may be terminated (such teacher shall be entitled to another position in the bargaining unit) unless the District has identified a vacancy for which the teacher can apply, provided the assistance described in Paragraph (3), and the teacher has failed or neglected to notify the District of the teacher's election to be retrained within the ten (10) days specified

above or unless the teacher fails to provide evidence by September 15th that the teacher is matriculated in a program that will result in eligibility for certification for the vacancy by January 15th of the succeeding year.

B. Maximum Class Size

Grades	Maximum Class Size
2-12	30
Kdgn.-1st Grade	28
Pre-K	25

(1) In instances when class size as set forth above is exceeded by one (1) child per class or per grade level in a building, an additional cluster aide shall be employed to assist all classes affected. Such cluster aide shall be employed for a minimum of two (2) hours daily plus an additional hour for each child above two (2) to a maximum of six (6) hours daily.

# of Students in Cluster Aide Hours	Excess of Limit
1	2
2	2
3	3
4	4
5	5
6	6

In instances when class size as stipulated above is exceeded by three (3) or more children per class or seven (7) per grade level, an additional cluster teacher shall be employed to assist all classes affected.

An acceptable reason for exceeding the class size shall be that there is no recitation class space available to permit scheduling of any additional class or classes in order to reduce size.

(2) The Superintendent will forward a copy to the Federation of the excess class size report in the month of November.

(3) In the event of the need to make adjustments in Article 10, provisions A, B, F of the Agreement, the two parties shall meet to discuss a mutually acceptable solution to the problems.

(4) The Federation and the District agree that Academic Intervention Services (AIS) class size is important for the program to be effective. Therefore, in the Secondary Schools, while the District reserves the right to assign the number of students to AIS classes subject to the above maximums, the District shall attempt to keep AIS class sizes to no more than 15 students.

C. Guidance Clerical Staff

Adequate clerical assistance shall be provided to the secondary guidance departments. Technological changes shall be taken in account in determining whether clerical assistance is adequate.

D. Minimum Preparation Periods

(1) Provisions will be made for teachers to have unassigned preparation periods or equivalent time for professional activities as follows:

Secondary school teachers shall have five (5) unassigned preparation periods per week.

Elementary school teachers shall have 30 minutes per day for an unassigned preparation period.

In those schools without seven (7) classroom periods plus lunch, minimum standards for unassigned preparation periods in some cases are difficult to meet for teachers of non-academic or vocational courses because of staffing and physical plant limitations and nature of the program. In these cases, the teacher's total building assignment shall be adjusted in such areas as homeroom, study hall, and other building assignments if the minimum standards are not met.

In those secondary schools with seven (7) classroom periods plus lunch, Audio-Visual Coordinators shall be given their administratively assigned periods for this work and every effort shall be made to relieve them of homeroom assignments. In other secondary schools, every effort will be made to comply with this provision.

The employment of additional personnel will contribute to the reduction of cafeteria and yard duty by classroom teachers.

(2) In any case where the minimum preparation periods as outlined above are not provided for, the principal shall notify the Superintendent, the Assistant Superintendent and the Director. The Superintendent shall notify, in writing, the President of the Federation of all such cases. In the event that a number of these conditions exist in a single school, the Superintendent shall meet with the Federation in an attempt to resolve the situation.

(3) Teachers who give up their preparation periods shall be given, when requested by the teacher, comparable compensatory time off in recognition of this additional assignment, such as relief from an administratively assigned period, homeroom, assembly programs, the time period after pupil dismissal set aside for pupil guidance and instruction or such other relief to be mutually agreed upon between the teacher and the principal. Such time off shall be provided within two (2) months.

E. Teaching Loads

(1) No teacher of academic subjects on the secondary level will have a daily teaching load in excess of 150 pupils.

(2) In the exceptional case where the above limits are exceeded, appropriate adjustments will be made in a teacher's total building assignment.

F. Teaching Periods

(1) Secondary school teachers in schools with seven (7) classroom periods plus lunch, and teachers of academic subjects at Saunders High School shall not be assigned more than five (5) daily teaching periods, nor more than three (3) consecutive teaching periods, nor more than two (2) different preparations. When the above is not feasible, the teacher involved shall meet with the principal to work out a mutually acceptable adjustment in his/her total building assignment.

(2) A reasonable effort shall be made to make each art class in the elementary schools at least forty (40) minutes in duration.

(3) Teachers of Physical Education, Music and Art in the elementary schools shall teach no more than four (4) consecutive periods.

G. Teacher's Lunch Period

All teachers shall receive no less than a thirty (30) minute duty free lunch period exclusive of normal passing time.

In the elementary schools the existing lunch period pattern will be continued.

All secondary school teachers shall receive a duty free lunch period of approximately forty-five (45) minutes.

Teachers may leave school premises during their assigned lunch time.

H. Teacher's Day

The Board and the Federation recognize that teachers have responsibilities that extend beyond the pupil's regular school day and that it is necessary to make provision to assist pupils, confer with parents, and carry on other work related to teacher's duties. The provisions shall be as follows:

(1) **Elementary**:

a. Elementary teachers shall sign in at 8:30 a.m. and be at assignment at 8:35 a.m.

b. The existing lunch period pattern shall continue.

c. Elementary teachers shall have thirty (30) minutes per day for an unassigned preparation period.

d. The student day shall be six (6) hours and forty (40) minutes. The teacher's day shall be six (6) hours and forty-five (45) minutes.

e. Teachers may leave at the end of the student day.

f. On a day designated by the District (other than Mondays or Fridays), teachers shall sign in at 8:05 a.m. for faculty meetings, grade level meetings, department meetings, and/or staff development meetings which shall end no later than 8:55 a.m.

g. On the day designated above, teachers shall be at their assignments at 9:00 a.m.

h. Teachers shall provide, when an additional adult is in the room to assist, thirty (30) minutes of AIS instruction on a daily basis. Any required paperwork shall be completed during the AIS instructional period.

i. The day designated pursuant to paragraph (f) above, teachers may, when deemed necessary by the building principal, be assigned coverage from 8:30 to 8:55 a.m. only provided they have been unassigned from 8:05 to 8:30 a.m. Such assignments shall be rotated on an equitable basis amongst the entire staff. If on the designated day, a teacher does not have twenty-five (25) minutes of unassigned time hereunder, the twenty-five (25) minutes will be made up at a time mutually acceptable to the Federation and the District.

j. The Federation and the District agree to meet to address concerns in a school or schools with regard to insufficient aides resulting in teacher coverage on the day designated under paragraph (f) above.

(2) **Secondary**

a. Teachers shall sign in at 7:35 a.m. and be at assignment at 7:45 a.m.

b. Teachers shall have a lunch period of forty-seven (47) minutes.

c. Teachers shall have five (5) unassigned preparation periods of forty-seven (47) minutes per week.

d. There shall be eight (8) forty-seven (47) minute periods per day with four (4) minutes of passing time.

e. The secondary teacher day, except for Saunders, shall not exceed seven (7) hours and four (4) minutes.

f. The teacher day and schedule that currently exists shall remain the same at Saunders.

g. On one day per week, except Saunders where the current schedule remains intact, teachers shall be

available for fifty (50) minutes after student dismissal for pupil guidance and instruction. Such day, which shall not be either Monday or Friday, shall be selected by a majority of the staff by department, but the Mathematics and English Departments in each building shall not choose the same day. If a teacher cannot stay on the day the department chooses, then an alternate day may be substituted by the teacher. Teachers may leave if no students or parents need assistance.

h. Regular dismissal time for teachers shall be ten (10) minutes after scheduled classes end in the building. Teachers shall be in their classroom for ten (10) minutes on the day chosen for pupil guidance and instruction pursuant to paragraph (g) above.

i. In the Secondary Schools, teachers teaching AIS students will be provided one (1) period per month of congruence time if they are assigned students not on their team.

j. On two Mondays each month teachers shall remain for forty-five (45) minutes after student dismissal for faculty meetings, grade level meetings, departmental meetings and/or staff development.

A schedule will be posted by each department/teacher, and a copy filed with the building principal. A teacher will notify the principal of any modification prior to the effective time if a change is needed. Teachers may leave if no meetings are scheduled or if no students or parents need assistance.

(3) Special services such as school libraries, guidance, physical education, etc., should be available to students within the above indicated time schedules.

(4) All itinerant personnel and substitute teachers will be governed by the time schedule of the school to which they are assigned for the day.

(5) The requirements noted in items H.(2 (g,h,j), 3 and 4, will be waived as follows:

a. On school days preceding a legal holiday or on days salary checks are distributed

b. For reasons of inclement weather at the discretion of the Superintendent.

c. To attend professional meetings called by members of the central office staff.

(6) Elementary teachers shall be provided with half-day teaching schedules for the last two (2) days of the school year for the purpose of assisting pupils, conferring with parents and carrying on other work related to teachers' duties.

(7) The District shall schedule two (2) half-days for elementary students during the course of the school year for the purpose of allowing teachers to conduct parent-teacher conferences. The decision as to when the half days should be scheduled will be made by the Board with input from the Federation. Teachers will provide schedules of all parents seen during such days to the principal.

(8) Teachers shall be available for two (2) evening school events (e.g. open house) per year. Graduations that occur other than during regular school time shall count as an evening event.

(9) The Union agrees to the changes in the elementary and secondary scheduling initiated by the District in 1996 in order to facilitate dual school bus runs. In addition to the above, the District shall have the right to expand such time by an additional twenty (20) minutes.

I. Department Representatives and Liaisons

(1) If authorized by the Superintendent, departments with more than eight (8) members shall have a "department representative" and departments of eight (8) or less members shall have a "department liaison."

(2) *Responsibilities*
If a department representative or a department liaison is authorized by the Superintendent, the responsibilities would include the following:

- Textbooks / supplies / equipment distribution and inventory
- Dissemination of curriculum and curricular related information
- Acts as a conduit between department and administration
- Assists school administrators in conducting department meetings

(3) *Work Day*
For department representatives the work day will include neither administrative assignments nor homeroom assignments, and will include only four (4) teaching periods. For department liaisons the work day will not include any administrative assignments.

(4) *Criteria for Selection*
Department representatives and liaisons will be chosen by the principal after consultation with the staff of the department.

11. URBAN PROBLEMS

The Board and the Federation recognize that special problems exist in urban schools. The Board and the Federation will seek to obtain, under state and federal programs, funds to provide additional services, including psychological and psychiatric assistance for emotionally disturbed pupils and for pupils achieving below grade level in both the elementary and secondary schools.

12. LEAVES OF ABSENCE

A. Death in Family

(1) There will be no deduction in pay for absences not exceeding five (5) consecutive days immediately following the death, excluding Saturday and Sunday, because of the death of the following:

a. Immediate family of employee
b. One residing with the family
c. Grandmother
d. Grandfather
e. Grandchild
f. Parent or foster parent
g. Husband, wife, son, daughter, brother, sister, father-in-law, mother-in-law
h. Any person with whom the teacher resides

(2) There will be no deduction in pay for one (1) day in case of the death of the following if not residing in the home of the teacher:

a. Brother-in-law
b. Sister-in-law
c. Uncle
d. Aunt
e. Niece or nephew

If the time is insufficient because of distance from Yonkers, the Superintendent shall be the deciding authority for further allowance.

B. **Maternity Leave**

Any teacher, upon becoming pregnant, may apply to the Superintendent in writing with a copy to her principal requesting a maternity leave of absence. Such leave will be without pay except to the extent that the teacher may use accumulated sick days during the pendency of the leave.

Such leave may commence at any time during the pregnancy at the request of the teacher or at such time as the teacher is found no longer capable of performing her duties by either her own physician or the Director of Personnel of the District. The Superintendent may require the teacher to submit a certificate from a qualified physician attesting to her ability to perform her duties each month after the fourth month of pregnancy. A leave of absence under this section of the agreement shall continue for a period ending no later than two (2) weeks after the termination of the pregnancy. A teacher who suffers an interrupted pregnancy may, upon application to the Superintendent, be returned to service immediately upon appropriate medical certification to the Director of Personnel of the District, attesting to her ability to perform her duties. A teacher who suffers a disability arising out of a pregnancy which terminates may continue her leave for the period of time attested to by her physician.

C. **Child Care Leave**

Any member of the professional staff covered by the Collective Bargaining Agreement who becomes or will become a parent either naturally or by adoption, and desires to apply for child care leave shall give notice to the Superintendent with a copy to his/her principal. Such notice shall be given, no less than sixty (60) days before that teacher intends to leave the classroom. Under extraordinary circumstances the

notification period may be reduced. This leave shall continue for a period of not more than four (4) years from the date of birth or adoption. All parental leaves can be terminated by the teacher at any time prior to the end of a requested leave in accordance with the notification procedures that follow. At the request of the teacher, the Board may extend the period of any parental leave or extension thereof to correspond with the beginning of the semester next following the expiration of the leave without the loss of any rights and privileges pertaining thereto.

Child Care leaves will be restricted as follows:

- the child care leave period ends at the child's fourth birthday.
- teachers who take child care leave but return to teaching before the end of their leave will forfeit the unused portion of leave, except that the Superintendent may, in his or her sole discretion grant an additional leave within the leave period.
- teachers who do not request a child care leave immediately after the birth of the child will be entitled only to the time remaining in the child care leave.
- teachers on child care leave may not engage in full time employment.

Teachers who remain on leave for more than one (1) year of maternity or child care leave or a combination of both shall not be guaranteed return to their original school or original assignment. Where a comparable vacancy exists at the time of the teacher's return, the teacher shall be given an opportunity to request such a vacancy.

The returning teacher shall give notice, in writing, to the Office of Personnel not later than June 1 for the Spring term and not later than January 1 for the fall term. Such notice may be included in the letter of application for leave.

A teacher who suffers the death of a child for whom the teacher has received a child care leave, may, upon notification to the Office of Personnel, be returned to service on the first day of the semester following. Teachers are encouraged to give this notification at the earliest possible date.

For non-tenured teachers, the probationary period will be suspended with the commencement of the leave and will resume at the termination of the leave. Credit will be granted for all active service in the Yonkers Public School system.

D. Military Leave

Section 243 of the Military Law, State of New York, shall govern all military leaves.

E. Extended Leave for Personal Illness

Whenever a teacher is absent from school for an extended illness, such teacher may apply for a leave of absence and shall be granted such leave, provided the teacher's personal physician communicates with the Director of Personnel, who shall then certify to the Superintendent as to the health status of the teacher. If a leave is indicated, such leave shall be granted for not more than one (1) year unless the Director of Personnel and the Superintendent deem it advisable.

Upon returning to the Yonkers school system, the teacher shall obtain a certificate of health from his/her personal physician and forward it to the Director of Personnel, who will present an evaluation to the Superintendent whether said teacher may return to his/her teaching position.

F. Personal Reasons

A teacher employed in the Yonkers Public Schools consecutively for seven (7) years or more may apply for a leave of absence without pay to cover a period of one half school year or one school year for study, travel, rest, etc. A second such leave shall not be granted until the teacher has served for a period of seven (7) years or more after the conclusion of the first leave.

G. Sick Leave

The Board and Federation recognize the necessity of protecting the health and welfare of teachers and pupils. To provide this protection and to assure a desirable educational program, sick leave provisions with the proper compensatory benefits, are made as follows:

(1) At the beginning of the school year teachers shall start with a "bank" of twelve (12) days of sick leave which shall represent the teacher's current year's sick leave. This bank shall be

added to the teacher's sick leave accumulation, if any. Any teacher who does not serve a full year shall have sick leave prorated one (1) day per month.

(2) The salary of any teacher terminating his/her service prior to the end of the school year will be adjusted to compensate for any sick leave days taken in excess of those granted.

(3) Unused sick leave credit shall be accumulated at the rate of twelve (12) days per year to a maximum of two hundred fifty (250) days. Effective July 1, 2000, the maximum accumulation shall be increased to three hundred (300) days.

Teachers shall be advised in writing each September as to their respective number of sick leave days accumulated as of the preceding June 30th.

(4) For personal illness absences extending beyond the cumulative allowance specified above, 1/200 deduction of the teacher's annual salary shall be made per day.

(5) Teachers may apply to the Superintendent for special consideration relative to sick leave. The Superintendent may, at his/her discretion, recommend special consideration to the Board if in his/her judgment, long service, undue hardship, fidelity of service, or unusual circumstances warrant such action.

(6) In addition to the above requirements, teachers who do not return to work within four (4) days after the onset of an illness may be required to furnish a certificate from a licensed physician certifying that the teacher is unable to perform his or her duties for medical reasons. The certificate shall include a statement as to the projected date of return of the teacher. Teachers may return earlier than the projected date without penalty of any kind. Teachers who are unable to return on the projected date shall provide a further certificate indicating the continuing inability to return and a new projected date of return.

(7) The Superintendent may require a teacher to submit a completed Board health certificate stating that he or she is presently fit and physically able to perform his or her duties upon return to service. This certificate may be completed by a Board physician or by the teacher's own physician.

(8) In the event of an unusual, severe or serious accident incurred in the performance of regular duty, the accumulated sick leave shall not be consumed.

(9) For part-time teachers, sick leave allowance shall be prorated.

(10) There shall be a sick bank of 1200 school days provided by the district. The bank shall be administered in accordance with the rules and procedures heretofore established.

The sick bank shall be used only where an employee has been or will be absent from his/her duties because of a serious or long term illness or injury. Such determination shall be made by the Superintendent.

H. Urgent Personal Business

(1) The Board, in an effort to prevent undue hardship to staff members who must be absent from school to attend to urgent personal business, shall provide three (3) days of personal leave without deduction in salary. If not used, these days will be added to their accumulated sick leave.

(2) The intent of the Board and Federation is that these days be used for urgent personal business which cannot be attended to on a day or time other than a school day.

(3) In other than emergencies, the principal must be notified not later than three (3) days prior to the day of leave.

(4) Personal leave for the following reasons within the spirit of Clause (2) requires no approval:

- **a.** Legal matters
- **b.** Death (other than contract 12, B)
- **c.** Sickness in family
- **d.** Personal property damage
- **e.** Medical visit, medical exams or treatment of a compelling nature for teacher, wife/husband, son or daughter
- **f.** Family problem of a compelling nature for teacher, wife/husband, son or daughter
- **g.** Graduation of child, 8th grade or above, spouse
- **h.** Birth of child
- **i.** Day of graduation (teacher)
- **j.** Days of religious observance
- **k.** Attendance at union conventions as elected Federation delegate (subject to Article 4 H)

(5) For other reasons, Superintendent's approval is necessary. Wherever possible, approval should be requested and acted upon prior to the date of leave.

(6) The District may require specific verification for any personal business day when it has sufficient evidence to believe that the leave is being abused.

I. School-Related Injuries

A teacher, who is injured in the course of carrying out his/her duties and responsibilities for the Board, whether on school property or not, shall be granted a leave without loss of pay, benefits or accumulated sick leave of up to sixty (60) days.

In situations where injury is not immediately debilitating and the teacher returns to work immediately but within three (3) consecutive days following the injury, becomes debilitated and requires additional medical/surgical treatment, the school related injury leave may commence at that point.

Nothing in this provision shall prevent the teacher from applying for special consideration in accordance with Article 12, H, (5).

Any teacher, who is injured while on duty and who receives leave under this provision, shall apply for Worker's Compensation, and when payment therefrom is received, shall sign over such payment to the Board.

J. Long Term and Childhood Diseases

In the event a teacher initially contracts tuberculosis, he/she shall be granted a leave of up to six (6) months with full pay and no loss of benefits.

In the event a teacher contracts a childhood disease, specifically chickenpox, measles, mumps, diphtheria or whooping cough, he/she shall be entitled to up to five (5) days leave with pay and no loss of benefits.

If a teacher receives leave under this provision, there shall be no deduction of accumulated sick leave during the period of the leave.

The Board may require a statement from a licensed physician as proof of the basis of the request for leave.

13. GRIEVANCE PROCEDURE

The organization and procedure for the processing of grievances for members of the professional staff shall be as follows:

A. Definitions

(1) "Employee" shall mean any person directly employed by the Board or any number of employees similarly affected by an alleged grievance represented by the Federation Building representative.

(2) "Grievance" shall mean any claimed violation, misinterpretation, or inequitable application of the existing Agreement, laws, rules, procedures, regulations, administrative orders, or work rules of the Board or a department thereof; provided, however, that such terms shall not include an action against disciplinary proceedings or any other matters which are otherwise reviewable pursuant to law, or any rule or regulation having the force and effect of law. The denial of tenure is in no way to be construed as a grievance.

(3) "Department" shall mean any school, office, or department of the Board.

(4) "Supervisor" shall mean an employee or officer on a higher level of authority than the employee in the Department wherein the grievance exists and who assigns and supervises the employee's work and approves his/her time record or evaluates his/her work performance.

(5) "Days" shall mean all days other than Saturdays, Sundays and legal holidays. Saturdays, Sundays, and legal holidays shall be excluded in computing the number of days within which action must be taken or notice given.

B. The Arbitrator

The Arbitrator shall be selected from the labor panel of the American Arbitration Association, according to the rules of the American Arbitration Association then pertaining. The cost of the Arbitrator shall be borne equally by the employer and employee taking the grievance to arbitration.

C. Three-Stage Grievance Procedure

(1) 1st Stage

a. An employee who claims to have a grievance, shall present his/her grievance to his/her principal, supervisor or department head, in writing, within fifteen (15) days after the grievance occurs, specifying the grievance and requesting a conference to discuss the grievance.

b. The principal, supervisor, or department head shall discuss the grievance with the employee and shall make such investigation as he/she deems appropriate.

c. Within five (5) days after presentation of the grievance to the principal, supervisor, or department head, said principal, supervisor or department head shall make his/her decision and communicate the same, in writing, to the employee presenting the grievance, the person whom the employee designates as his/her representative, the Superintendent, and to the President of the Federation.

(2) 2nd Stage

If the grievance is not resolved by the principal, supervisor, or department head on the basis of the 1st stage, the Superintendent shall receive all records and reports relative to the grievance. The employee may then choose one of the following alternatives:

a. The employee may request of the Superintendent a review of the determination made by the principal, supervisor, or department head, made in the 1st Stage of this procedure.

Said request for review by the Superintendent shall be submitted in writing, within seven (7) days after the receipt of the said determination in the 1st Stage in this procedure. The Superintendent, or his/her designee, will review the decision in the 1st Stage of this procedure and make a determination within five (5) days of the receipt of the request for a review.

The Federation has the right to present to the Superintendent, in writing, within seven (7) days after the receipt of the determination in the 1st Stage of this procedure, a brief outlining its views on the grievance.

b. The employee and/or his/her representative may request, in writing, a hearing with the Superintendent, or his/her designee, to review the determination made in the 1st stage of this procedure. Said request must be submitted to the Superintendent within seven (7) days after receipt of the determination made in the 1st Stage of this procedure. The Office of the Superintendent shall set a date for said hearing within five (5) days of the receipt of the request and shall notify the appropriate individuals and the Federation of this date.

The hearing shall take place within ten (10) days of the receipt of this request. The Superintendent, or his/her designee, shall submit to the employee and/or his/her representative his/her findings upon such review within five (5) days after the conclusion of said hearings. The Federation has the right at the hearing to present orally or in writing a brief giving its views on the grievance.

c. In addition to the rights of employees appealing from first stage decisions, the Federation and the Board shall each have the right to initiate grievances at the second stage. Such grievance by the Federation shall be made within forty five (45) days of the event giving rise to the grievance, and failure to bring grievance within the stipulated time period shall be deemed a waiver of the grievance. The Federation may request, in writing, a hearing with the Superintendent, or his/her designee, which will be held within ten (10) days of the receipt of this request. The Superintendent shall submit to the Federation his/her determination within five (5) days after the conclusion of said hearings.

The Board may request in writing, a hearing with the president of the Federation, or his/her designee, which will be held within ten (10) days of the receipt

of this request. The Federation president shall submit to the Board his/her determination within five (5) days after the conclusion of said hearings.

(3) **<u>3rd Stage</u>**

a. An employee, or the Federation or the Board, may appeal from the determination of the principal, supervisor, or department head, or the determination of the Superintendent or the Federation president, after the completion of the 1st Stage and the 2nd Stage, as outlined under this procedure, upon written notice within ten (10) days after the receipt of the determination by the Superintendent or the Federation president. If the grievance involves a dispute as to the interpretation of any provision of the written agreement as it applies to the grievance, either party may request interpretation of the provision of the agreement which is in dispute in an arbitration which shall be final and binding upon the parties thereto only with respect to that part of the Arbitrator's award which decides the issue of interpretation. The Arbitrator shall be so advised.

The appeal shall be taken by submitting to the Arbitrator, via the American Arbitration Association, with a copy to the other party, a written statement signed by the appealing party and which statement shall contain:

1) The name, residence address, and school or department of employment of the parties involved in the grievance as well as the employee's representative.

2) An appeal from the determinations of the **Superintendent or the Federation president.**

3) A statement of the nature of the grievance and the facts relating to it.

b. The Arbitrator shall hold a hearing and render his/her award within ten (10) days of the receipt of the request for Arbitration by the American Arbitration

Association referred to in Section 3a. The employee's representative, if any, and the Principal, Supervisor or Department Head, the Superintendent (or designee), and the Federation shall be entitled to be present at the hearing.

c. The hearing on the appeal will be held in private unless mutually agreed that it is to be a public hearing.

d. New evidence, testimony, or argument on the specified grievance may be introduced at the hearing by the employee, by the principal, supervisor, or department head, and the Superintendent, or upon the request of the Arbitrator.

e. The parties shall have the right at this hearing to present orally their views on the grievance or to file a brief.

f. The hearing shall be held in the District and may be adjourned from time to time by the Arbitrator, if, in his/her judgment, such adjournment is necessary, provided that the time limit indicated in 3b is adhered to.

g. The Arbitrator shall not be bound by formal rules of evidence; however, normal cross-examination rights will be maintained.

h. At the option of any party, a stenographic record shall be made of the entire hearing before the Arbitrator. The cost of such stenographic record shall be paid for by the requesting party.

i. The Arbitrator shall make an award in writing. He/she shall immediately file the award with the American Arbitration Association. If either party requests in writing an opinion to support the Arbitrator's decision, the Arbitrator will provide such opinion to the parties through the American Arbitration Association within thirty (30) days of the issuance of the decision. The decision shall include a statement of the Arbitrator's findings of fact, conclusions, recommendations and, in the case of

binding arbitration, the decision as to interpretation of the provision of the written agreement which is in dispute between the parties.

j. The Board has the legal responsibility to make a determination in cases of advisory awards. However, the Board pledges to give careful consideration to and be guided by the recommendations of the Arbitrator in exercising this responsibility. Action will be taken within thirty (30) days unless an earlier time limit is indicated by the Arbitrator in his award. In the case of binding arbitration as provided herein, the parties shall give effect to the decision within the time limited by the Arbitrator in his report. If no time limit is stated, then a reasonable time shall be the standard.

k. The Board agrees to continue to adhere to its policy of not discriminating or taking any reprisals against an employee instituting a grievance action.

l. A final and binding arbitration decision as provided herein may be enforced by either party as provided in the Civil Practice Law and Rules. In addition, any willful interruption in the performance of teachers' duties individually or by group action directly or indirectly related to the binding decision of the Arbitrator, shall be sufficient cause to invalidate and void the right to binding arbitration as herein provided.

D. Representation

Any employee may informally present a complaint or grievance orally to the immediate supervisor at any time without being represented. When an employee wishes to present a grievance formally according to the grievance procedure as set forth in the current Agreement in the 1st Stage and in the 2nd Stage, the grievance shall be presented only through representatives designated by the Federation who shall first investigate the circumstances of the grievance prior to its presentation. Thereafter, the employee shall be represented only by Federation designated representatives. References to the employees shall mean through a Federation designated representative, and reference to representative shall mean designees of the Federation. Commencing with the 3rd Stage, the employee instituting the grievance may elect to proceed in person or through a representative of his/her own choice.

The Federation shall not, in any event, be denied the right to participate as an interested party in any step of the 3rd Stage and, in addition, to receive notice of all proceedings and copies of all papers.

14. SCHOOL AIDES

The Board will provide school aides to assist teachers in such non-teaching duties as:

A. Cafeteria
B. Study Hall supervision
C. Typing and mimeographing upon request of teachers
D. Playground supervision
E. Bus duty
F. Supervision of halls
G. Management of records, materials, and equipment
H. Building level office duty one (1) hour per day, per building

School Aides are to be used primarily for the relief of teachers and not to relieve clerical or administrative staff members of their duties. A schedule of assignments of School Aides shall be posted in the school office available to the teachers.

15. TRANSFERS

Qualified applicants for a position in a building other than the one they are teaching in or from a position in a special field to classroom teacher or vice versa shall be considered by the administration and the position shall be filled in order of system-wide seniority from among candidates with comparable ability.

The Board and the Federation recognize that certain magnet positions, by virtue of their unique nature, require the services of teachers with specialized training or experience. Areas which the Board and the Federation agree will require additional qualifications are as follows:

A. Dance, drama, media, photography, graphic reproduction, Paideia, Foxfire, Montessori and computer science (such as the programs presently at Gorton, Fermi, King, Emerson and Twain). Such additional qualifications will be developed jointly by the Board and the Federation. Applicants for the above positions will be selected by the Board in order of system-wide seniority from among the candidates who have met the qualifications.

B. In addition to the above identified magnet positions, the Board and the Federation will continue to meet to consider the establishment of threshold qualifications for magnet and non-magnet positions that may require such specialized qualifications.

C. Facilitators/Trainers, In-House Suspension and Dean positions will be posted but may be filled by the Board without regard to seniority and without regard to whether the individual to be selected has submitted an application.

Teachers who have received twenty (20) hours or more of program-specific training (e.g., 4th grade ELA) shall remain in such positions for one (1) full school year following the completion of such training. By mutual agreement between the teacher and the Superintendent, the requirement to remain in such a position may be waived.

Teachers on sick leave of not more than one (1) year's duration shall continue to accumulate seniority during the period of leave.

In all other leaves of absence, teachers shall retain the seniority acquired at the time of taking leave, and the leave of absence shall not constitute a break in consecutive employment; but teachers who resign their positions and are later re-employed shall lose that seniority acquired before resignation.

In the case of a leave of absence of not more than one (1) year's duration, a teacher shall be entitled to return to the same building and retain his/her seniority status in that building in which he/she was teaching at the time he/she went on leave.

Involuntary transfers may be made only when new buildings open, when an old facility is closed, when staff needs cause a reduction in staff, or when judged to be in the best interest of the school system. Transfers made for the best interest of the school system which supersede seniority shall only be for one of the following reasons:

(1) To protect the health and safety of the students/teachers.

(2) To provide students with a unique educational skill or learning experience which cannot be satisfied by a transfer under the seniority system.

(3) Such other reasons limited to identifiable mutually understood and accepted past practices under transfers made in the best interest of the school system.

Any teacher transferred on the latter basis may appeal the transfer to a committee of three (3) teachers appointed by the

President of the Federation and three (3) persons appointed by the Superintendent. Said appeal must be filed with the Superintendent within ten (10) days of the notification of transfer. The decision of the committee shall be binding on all parties. In the event the committee cannot reach a decision, the appeal is referred to the Superintendent whose decision shall be binding.

When it becomes necessary to transfer a teacher, that person in the building or department involved shall be transferred who has least seniority. If the transfer is within the building, building seniority shall apply, otherwise system-wide seniority shall apply.

When system-wide seniority is equal between two (2) or more teachers, seniority shall be judged according to (a) building seniority; (b) tenure area seniority; (c) grade level seniority, in that order, until an inequality develops.

Special Education teachers shall be considered to have separate building seniority which shall be equal to their tenure area seniority.

If two (2) or more teachers have equal seniority after the above steps have been exhausted, the Superintendent shall have the final decision.

When a position is reopened after having been closed for three (3) years or less, the transferred teacher shall be notified and shall be reinstated if he/she wishes to return to that position. In the case of transfers made after the closing of the school year because of temporary or unforeseen changes in school enrollment, the teacher may return to the school from which he/she was transferred provided that a position is open for which he/she is qualified. Should no vacancy occur in the school from which the teacher was transferred, said teacher shall not be required to transfer again for two (2) years unless to do so would require the bumping of a more senior teacher.

Teachers who have attained tenure shall retain their tenure status when they are transferred within the system in the same tenure area.

Probationary teachers who are involuntarily transferred from one tenure area to another shall have their prior probationary

service credited toward the completion of their probationary period.

D. When a special education position is relocated to another building, that person in the building from which the position is being relocated with the least system wide seniority shall be excessed.

When a special education position is relocated to another building and the majority of students do not follow, then this position shall be posted. When a special education class moves to another building and the majority of students follow that class, then the teachers shall follow the class. When a special education Kindergarten class moves, the teacher shall follow the class. In the last two situations, if teachers do not wish to follow the class, they may post out.

When in a building, the number of special education positions remain but the types of special education classes change, then the teachers in that building shall have the right to shuffle within the building for the new classes using system wide seniority.

E. The parties continue to support the concept that there should be no discrimination against any teachers on the basis of race, color, or national origin. However, recognizing the desirability of achieving as integrated a staffing pattern as possible, the parties agree that a further integration of staff will be achieved by:

(1) The establishment of no more than twenty-five (25) specific new positions other than those in existence at the end of the 1980-81 school year to which teachers will be assigned to further integrate school faculties on the basis of race, experience and training.

(2) Waive seniority as a requirement for assignment to said positions for teachers currently employed who elect to apply.

(3) Transfer to such a position will be under the following provisions:

a. All assignments to these positions shall be on a voluntary basis.

b. No teacher shall be excessed from a school building as a consequence of such position being created in that school.

c. No position shall be eliminated in the affected school building as a result of the creation of such a position.

d. No position shall be eliminated in any other school building as a result of the creation of such a position, other than in those positions as a result of attrition or declining enrollment.

e. Teachers in such positions shall continue to be subject to all other contractual and legal requirements.

16. POSTING AND TRANSFER PROCEDURE

A. By May 15th, a list of all known positions available for the following September will be posted in each school and in the District Personnel Office.

(1) Applications for positions posted must be in writing and received within the time established, and must specifically identify and prioritize all positions applied for. Applications for transfer which do not specify particular postings listed, or do not prioritize positions sought will not be considered.

(2) It shall be the responsibility of teachers on leave to review the postings and to make known their requests. In communications to teachers notifying them of approvals of leave requests, they will be reminded of their responsibility to review the postings prior to return.

(3) A teacher claiming building rights for any posted position in a building other than the one to which the teacher is assigned shall assert the claim within the time set forth for response to the postings.

(4) The seniority date to be used for considering transfers will be as of May 1, of the current year.

(5) Part-year positions will not be posted.

(6) Voluntary movement by teachers as a result of the posting and transfer process will occur once a year, on the first day of school in September. Non-classroom positions will be posted as and when such positions become available, but transfers to such positions shall not occur until the commencement of the succeeding school year.

B. Teachers who are to move in September as a result of the May postings are notified as soon as possible but prior to the June postings.

C. By June 15th, post supplemental list of positions anticipated to be available in September including positions vacated as a result of May transfers. The June posting will include positions which were posted in May but which were not filled.

D. Follow procedures outlined in Step A1 through A6.

E. Teachers who are to move in September as a result of June postings are notified.

F. Teachers who apply for, and receive a transfer as a result of the May posting shall have the right to apply for new openings posted in June. In the event that a teacher transferred in May shall receive a transfer as a result of the June posting, the position given to such teacher as a result of the May posting shall be treated as a non-posted position.

G. Any unfilled positions posted in May or June will be filled in the following order:

(1) Assignment to the position or positions of any available, unassigned teachers, in order of reverse seniority, or by consent of any of the available teachers.

(2) Hiring

H. Excess teachers, beyond positions available in June, will be pooled until September "fishbowl."

I. All positions which become available as a result of the May or June transfers or which become available after the June posting and before the start of the subsequent school year and for which there are certified teachers in the "pool" will be held to offer to teachers in the "fishbowl".

J. If there are no certified teachers in the "pool" after completion of the June transfers, then teachers whose positions are eliminated after the

June posting shall have the right to select from among any unfilled positions remaining after the June posting plus any new positions which have been made available as a result of the May/June transfers or which have been projected for September but which have not been posted. Such teachers shall be apprised of all available positions by mail during the summer and will respond in writing within the designated time period and will prioritize their selections. Teachers who do not respond to the notice in a timely manner will be deemed to have waived any rights of selection to the position listed and will be assigned.

K. A teacher who transfers voluntarily in May or June and whose position is eliminated before the commencement of the school year in September shall be given the option to return to his/her previous position or go into the "fishbowl". If the teacher elects to return to his/her previous position, the teacher currently filling such position, if any, shall go into the "fishbowl".

L. If, subsequent to posting but prior to assigning teachers into posted positions, staffing changes are made which result in a net equal number of qualified teachers and positions in a given building, then no transfers will be made into that building as a result of the postings and the staffing will be accomplished within the school.

If, subsequent to posting and assignment of new teachers into a building, consolidations are made which affect staff in that building, then teachers who are directly affected by the consolidation may elect to claim the previously posted positions for that building, and the incoming teacher whose position is taken shall be given the options described in paragraph K.

M. Teachers who select or are involuntarily staffed to assignments which are encumbered acquire no rights to that position or building.

N. All classroom positions which become available after February 1 will be filled by the Personnel Department and will be posted as of the following May. All classroom positions which become available after the June posting due to a retirement incentive which is not offered until after the June posting and/or any position that becomes vacated as a result of the first posting but does not appear in the second posting will be filled by the Personnel Department and will be posted the following May.

17. PAYROLL DEDUCTIONS

A. Dues Deduction

The Board agrees that **upon** receipt of a signed authorization of a teacher for payroll deduction of his/her membership dues in the Federation, the proper deduction shall be made each regular payday from the teacher's salary and forwarded to the Federation.

B. Voluntary Deduction for Teachers' Credit Union

Payroll deductions shall be made, at the written request of a teacher, and deposited to the teacher's account with the Yonkers Teacher Federal Credit Union.

C. Voluntary Deduction for Political Action

The Board agrees, that upon receipt of a signed authorization from a teacher for payroll deduction of political action contributions, deductions in the authorized amounts shall be made from the teacher's salary and forwarded to the Federation Political Action Committee.

18. ATTENDANCE, RETIREMENT AND TERMINATION PAY

A. Retirement Allowance

Teachers who have ten (10) years or more of consecutive service shall be entitled to payment for their accumulated unused sick days upon retirement. Time on full or partial paid leave shall count as consecutive service. Consecutive years of service, when interrupted by an approved leave without pay, shall be resumed upon return to full-time status. Payment shall be determined as follows:

(1) All days accumulated prior to the 1997-98 school year and paid prior to September 1, 1997 shall be paid at the rate of $10 per day. Teachers who intend to retire shall notify the Superintendent by certified or registered mail prior to January 15th with a copy to the Principal, so that the benefit provided herein shall be granted as part of a teacher's salary during his/her last month of service.

(2) Commencing with the 1997-98 school year, teachers who have ten (10) years or more of consecutive service shall be entitled to payment for their accumulated unused sick days upon retirement as follows:

Days	1-50	$10 per day
Days	51-100	$20 per day
Days	101-150	$30 per day
Days	151-200	$40 per day
Days	201-250	$50 per day
Days	251-300*	$60 per day

**** Commencing July 1, 2000.***

However, all days accumulated prior to the 1997-98 school year shall be paid at $10 per day.

a. The base for teachers shall be determined by the accumulated sick leave notice issued by the District as of September 1997.

b. In order to be eligible for such payments, teachers shall provide a letter of retirement to the Director, Personnel/Human Resources no later than January 15th of the year of their retirement and must retire at the end of the school year.

The January 15th date will be waived in any year in which the District opts to participate in a state-sponsored retirement incentive. In such years, the letter of retirement shall be submitted no later than thirty (30) days following the District's adoption of the retirement incentive. If the window of opportunity for participation in the state retirement incentive is less than thirty (30) days, the shorter time frame shall apply.

c. Provided the conditions above are met, payments shall be made during the last month of employment.

B. **Experimental Attendance Incentive Plan**

Those teachers who have previously been credited with unused sick days and personal leave days under the 1988-89 Experimental Attendance Incentive Plan shall be compensated upon the teachers' retirement from the District at $56 per day for each unused day.

19. **ACADEMIC FREEDOM**

The nature of American Democracy demands that citizens be able to listen to all sides of a controversial issue, sort out the facts, and arrive at independent conclusions. Students in school, therefore, have a right to be exposed to issues which are within their intellectual grasp and are under current debate in society. This right imposes certain obligations upon the teachers and the administration.

The Board will attempt to employ qualified teachers, to supply them with the necessary teaching materials and to maintain an atmosphere of academic freedom in the schools.

The teachers, individually, will be responsible for determining when and how to deal with controversial issues according to the maturity and abilities of their students and in accordance with current Board policies and will be responsible for the evaluation of their students' work. This provision shall not be interpreted to preclude the District from adopting new programs. Prior to the implementation of such programs the Superintendent shall consult with the Federation.

The administration shall be available to assist teachers when in doubt as to the appropriateness of certain controversial issues. It shall further have the responsibility of approval of any and all speakers brought into the schools to present a viewpoint to students.

The Board and the Federation agree that the community and the students have the right to expect that controversial issues will be presented in a fair and unbiased nature and the parties agree that they will take reasonable steps to assure this.

20. **QUALITY INTEGRATED EDUCATION**

The Board and the Federation agree that it is desirable to and will continue in their efforts to provide quality integrated, nondiscriminatory education for all students by:

A. Using integrated nondiscriminatory elementary textbooks as part of the basic reading program;

B. Using textbooks and other curriculum material in all history classes to cover the contributions of all minorities;

C. Providing teachers with curriculum guides which provide supplemental information regarding the culture, history, and contributions of minority groups;

D. Making available supplementary reading materials for students dealing with the culture, history, and contributions of minority groups;

E. Using comprehensive units in world history courses which study African, Asian, and Latin American history at appropriate grade levels;

F. Providing in-service courses for teachers which study in depth the culture, history, and contributions of minority groups.

21. MISCELLANEOUS

A. Classroom Interruption

The parties recognize and are of the opinion that the needless interruption of classroom instruction by loudspeaker announcements and messengers is distracting to the educational process. Every effort will be made to minimize the use of messengers and to localize announcements made on the public address system to the specific classroom involved.

All interruptions of regular classroom instruction are to be authorized by the school principal.

B. Collection of Money

The principal or his/her designee will receive and provide a receipt for monies collected by teachers during the school day.

The principal will determine a method to safeguard the teacher and money when it is collected after the close of the regular school day.

C. Communicable Diseases

Teachers shall not be required to enter the home of any student when it is known that the student or any member of his/her family present in the home is suffering from a communicable disease.

D. Employment of Certified Teachers

The Board will employ certificated teachers. When competent certificated teachers are not available, the Board will employ the most qualified applicants available.

E. Epidemics

In the event the Yonkers Board of Health establishes that an epidemic exists in regard to a communicable disease, the Board of Education shall provide for immunization for all teachers at no cost in places designated by the Board of Health to the extent that such immunization is available.

F. Grades

The principal's decision with respect to methods of grading and specific grades shall be final. The principal's decision in these matters will be made after careful review of all circumstances relative to the situation under consideration, and in the best interests of the pupil or pupils involved.

A teacher who disagrees with the principal's decision relative to methods of grading or individual grades may note his/her objection, and have a copy of said objection placed in the student's individual folder.

G. Handbook

A professional Staff Handbook containing the current Board policy as it relates to teachers will be issued to all professional staff members on or before November 1. This handbook will be retained by the teacher until the teacher leaves the school system. A copy of the handbook shall also be available in each school library for reference by the teachers.

H. Lunch Duty

Elementary teachers will be relieved of lunch duty.

I. Maintenance

No teacher shall be directed to perform custodial functions, such as the cleaning of rooms or furniture, the placing of chairs upon desks, the washing of blackboards, and other such tasks.

The foregoing provision is not intended to relieve the teacher of the responsibility, by leadership and direction, to teach and encourage children by practical effort where necessary, to maintain a neat, tidy, and wholesome classroom and school environment. Teachers will, however, do routine cleaning and maintenance of their specialized equipment in order to keep them in proper working order.

J. Mileage Reimbursement

Any teacher who is required to use his/her personal automobile in the performance of his/her work shall be reimbursed at the current Board rate upon submission of the appropriate vouchers.

K. Organizational Chart

An organizational chart indicating administrative and supervisory relationships of the total staff within the individual school, as posted in a place readily accessible to the teachers will not be altered with respect to the teachers or school aides without negotiation with the Federation.

L. Personal Effects Security

The Board shall provide every teacher with a mail box and convenient space for the teacher to secure his/her coat and lock up other personal belongings.

The Board will attempt to insure that each teacher is provided a desk and a locker. In any case where it is not feasible to provide such equipment, alternative arrangements will be made by the principal and the teacher with the assistance of the building representative.

M. Plan Books

Plan book supervision shall normally apply to non-tenured teachers. Tenured teachers shall be subject to plan book supervision only after receiving an unsatisfactory rating, but the plan book supervision shall be discontinued after such teachers receive a satisfactory rating.

Plan book for non-tenured teachers will contain the following categories for teachers to follow: STANDARD, INSTRUCTIONAL OBJECTIVE, MOTIVATION, DELIVERY OF INSTRUCTION, CLOSURE, AND EXTENDED PRACTICE. The district shall provide pre-printed plan books as well as electronic/computer format containing the above categories. It is up to the discretion of the teachers as to whether to use pre-printed plan book or electronic/computer format. A descriptor page agreed upon by the Federation and the District will be provided as a guide for each category.

Planning is a professional responsibility vital to effective teaching. On an individual basis, a tenured teacher not covered by Paragraph 1 above, may be required to produce evidence of short and long term planning. Such tenured teachers may use as evidence of planning *syllabi, curricula* and/or listing of subject matter or any other appropriate

evidence of planning. Such tenured teacher, when asked by an administrator, shall describe the variety of instructional methods he/she will employ to deliver the indicated material/content. Tenured teachers will not be required to submit written lesson plans on a daily or weekly basis. Where, in the opinion of the observer, there exists evidence of insufficient planning, the teacher shall supply evidence of planning for the day observed other than *syllabi, curricula*, and/or listing of subject matter.

Plans in sufficient detail to guide substitutes in carrying on the regular program of instruction effectively must be available.

N. Registers

Teachers shall be required to maintain attendance registers but shall not be required to do the tallying therein.

O. Release for Conference

In order to foster professional growth and development, staff members who are asked to speak or participate in educational meetings shall be given release time with pay. This shall be subject to the approval and discretion of the Superintendent.

P. Science Labs

Science laboratories and rooms shall be maintained to conform with safety standards established in the City of Yonkers.

Q. Payments

The Board will pay on a semi-monthly basis with payment to be made on the last working day of the month and on the 15th of the month. However, when the 15th falls on a weekend or a holiday, payment shall be made on the last working day preceding the 15th.

The Board and the Federation agree that the 2/12 retained salary shall be paid at the teacher's option in one (1) check, dated June 30th, and delivered to the teacher on the last working day in June, or in four (4) equal payments on the regularly scheduled payroll dates during July and August. The option of four (4) equal summer payments must be elected prior to May 1st of each year.

R. Special Funds

The Board shall consult with the Federation and all interested groups on the formation of desirable programs for which federal, state, or other special funds are available. Knowledge of the availability of such funds for the formulation of desirable programs, shall be exchanged among the parties.

S. Teacher Assignments

Teachers shall be apprised of their September assignment as to subject and/or grade level no later than June 1, except under extraordinary circumstances. Assignment changes which are recommended after June 1 are subject to review and approval of the Superintendent.

T. Staff Development

All members of the professional staff in the bargaining unit shall attend the Staff Development Day.

Such day shall be jointly planned between the Federation and the Board and shall address District priorities and/or State Standards. The day shall start at 8:30 A.M. and end at 3:00 P.M. with one (1) hour for lunch.

All non-tenured teachers shall be required to attend staff development based on the following schedule:

(1) First year non-tenured teachers shall take twenty-four (24) hours of staff development of which no more than twelve (12) hours shall be required within the school year beyond the school day.

(2) Second year non-tenured teachers shall take twenty (20) hours of staff development of which no more than ten (10) hours shall be required within the school year beyond the school day.

(3) Third year non-tenured teachers shall take twelve (12) hours of staff development of which no more than six (6) shall be required within the school year beyond the school day.

The district shall provide, in advance, a schedule of the required staff development with a number of optional days for attendance. Teachers who have already received the above training and change tenure areas within the district shall not be required to repeat the above training. All teachers required to attend staff development beyond the school days shall be compensated as per contract.

U. Teacher Evaluation and Protection

(1) Probationary Teachers

Probationary Teachers shall be observed during the school year by the building principal and/or assistant principal and by the grade level or subject matter specialist.

Following each observation, a conference shall be held between the teacher and the observer. Within two (2) weeks of the observation, the teacher shall receive a written report of the observation and conference signed by the observer. The teacher shall have the right to make comment on this report. A copy of the observer's report, with teacher's comment and signature shall be placed in the teacher's personnel file.

A probationary teacher whose services may be terminated shall be entitled, upon request, to an informal hearing with the Superintendent. The teacher may be accompanied by the President of the Federation. Upon request, a formal observation and written evaluation will be completed by an administrator selected by the Superintendent. This additional information shall be reviewed by the Superintendent before reaching a final decision.

(2) Tenured Teachers

Each administrator has the right to observe tenured teachers. The District may have its administrators use a form it deems appropriate for the observation of tenured teachers. Such form will utilize a narrative rather than a check off format.

Following the observation, the teacher and/or the administrator may require a conference.

The form will be placed in the teacher's personnel folder and the teacher may comment on such observation within the school year.

During the course of the school year, the teacher shall at the teacher's request have access to such notes and the right to comment on them.

(3) **Annual Evaluation**

All non-tenured teachers shall receive a written evaluation on the appropriate Board form. Ratings on this form shall be of a "satisfactory" or "unsatisfactory" nature.

Tenured teachers shall receive an annual written rating of "satisfactory" or "unsatisfactory".

A teacher shall be entitled to comment on the written evaluation report, sign it, and retain one copy.

The provisions of Sections U(1)-(3) shall remain in effect unless required to be replaced by new procedures covering professional performance reviews developed in accordance with Section 100.2(o) of the Commissioner's Regulations.

(4) **Personnel Files**

New evaluations and all other items from within the school system received after September 30, 1965, shall be open to the teacher's review. Individual teachers shall have the right to review such materials, upon request, in the presence of the administrator responsible for such files, or his/her designee. Teachers may also review all past non-confidential materials in their personnel files whether in the central office or any school building, in the same manner. They shall have the right to copy such materials, provided that such action does not interfere with the normal business of the school or office. References from outside of the Yonkers Public School System and official transcripts of graduate and undergraduate studies shall remain confidential as shall evaluation reports submitted prior to September 30, 1965.

V. **Teacher Visitation**

Teachers may observe other professionals in their specialty in or outside of the Yonkers Public School system upon the recommendation of the Principal and Director and with approval of the Superintendent.

W. **Testing**

(1) In professional conferences with guidance counselors, teachers on the secondary level shall be informed as to test scores of achievement tests, differential aptitude tests, Otis Group Intelligence tests, college qualifying tests, and minimum competency tests.

(2) In kindergarten classes, when individually administered instruments are used, the District shall schedule an appropriate amount of time, near the beginning of the school year for the testing of students. The schedule shall be determined by the Board with input from the Federation. Teachers shall test students one at a time in a location which is conducive to testing and which is separate from other students. Such location shall be assigned by the principal after consultation with the teacher. During testing the teacher shall not be responsible for monitoring students other than the individual student being tested.

(3) In the event that teachers are required to manually score state-mandated examinations, then every effort will be made to provide such teachers with a sufficient amount of non-teaching time to allow for such scoring. Such effort shall not necessarily require the employment of a substitute.

X. **Textbooks**

When textbooks and/or workbooks are to be purchased, those teachers who shall be involved in the use of the books plus the grade level or subject coordinator shall voluntarily meet and prepare a priority list for submission to the administrator charged with the responsibility of the purchase.

If the administrator elects not to follow the list, he/she shall meet with the committee and explain his/her reasons therefore.

Y. **Experimentation**

Section 1. The Board and the Federation recognize that a sound educational program requires not only the efficient use of existing resources but also constant experimentation with new methods and organization. The Federation agrees that experimentation presupposes flexibility in assigning and programming pedagogical and other professional personnel. Hence, the Federation will facilitate its members' voluntary participating in new ventures that may depart from usual procedures. The Board agrees that educational experimentation will be consistent with the standards of working conditions prescribed in this agreement.

Section 2. All proposals for educational experimentation which require modification of class size limits shall be studied by a committee comprised of two (2) persons selected by the Superintendent and two (2) persons chosen by the Federation and a third teacher chosen by the other four.

Section 3. All proposals under Section 2 shall contain:

a) Educational objectives of the experiment
b) Scope (Number of students and teachers involved)
c) Evaluation criteria and procedures
d) Methods of implementation

Section 4. No proposals shall be implemented without first having been studied by this committee nor before the committee's recommendations are made to the Superintendent. The recommendations on all proposals shall be made within a reasonable time limit.

Section 5. The Superintendent has ultimate authority on whether or not to implement the proposals submitted by the committee.

Section 6. The committee, in conjunction with the originator of the proposal, shall establish a time period for the evaluation of the experiment before it may be installed. At the end of the time period, the committee shall forward to the Superintendent their evaluation of the educational impact of the experiment. The committee shall make specific recommendations to the Superintendent. The committee's recommendations to terminate an experiment shall be final, provided the committee's supporting rationale for decisions has been given to the Superintendent. The committee may recommend modifications of an experiment to the Superintendent. These modifications must be implemented in order for the experiment to continue.

Section 7. In no event will a teacher be required to participate in such a program except on a voluntary basis.

Section 8. In no event can proposals be initiated for budgetary reasons. Proposals must be for valid educational purposes.

Section 9. No experimental program introduced shall be on a system-wide basis. Each program must be well-defined and limited in scope during the trial period.

Section 10. All classes or individual groups must be conducted by teachers as defined in the collective bargaining unit. However, this does not preclude the use of a para-professional under the supervision of a teacher.

Section 11. Nothing in this section shall authorize the parties to violate any sections of this Agreement except those specifically referred to in this section.

Z. Rotation of Special Assignments

(1) No teacher shall be assigned to lunch duty two years in a row.

(2) Assignments shall be rotated in a fair and equitable manner by the principal.

(3) Any teacher may voluntarily undertake such assignment.

(4) Principals shall seek alternative methods of compensation for those who have been involuntarily assigned an onerous chore. For example: Relief of homeroom assignments and arrival of teacher twenty-five (25) minutes after the regular reporting time. Other such reliefs might be worked out with the principal and teachers involved and any such agreements would be subject to the approval of the Superintendent.

AA. No Reprisal Clause

The District agrees that no reprisals shall be taken against any teacher by reason of the teacher's membership in the Federation or participation in its activities against the District in September, 1977. The Federation agrees that no reprisals shall be taken against any teacher by reason of the teacher's lack of membership in the Federation or lack of participation in its activities against the District during September 1977.

All probationary teachers who participated in the strike that commenced on October 1, 1999 shall be continued in their employment effective October 6, 1999. No disciplinary action will be taken against them for any conduct during the strike except criminal conduct, excluding criminal contempt.

No charges will be filed against any tenured teachers pursuant to the §3020-a of the Education law for any conduct during the strike that commenced on October 1, 1999 except criminal conduct, excluding criminal contempt.

BB. Distance Learning Program

(1) It is the intent of the intra-district interactive learning program to make available additional course offerings to students or to preserve existing curriculum. The course offerings will be agreed upon by the Board and the Federation and will not be used to supplant teachers or reduce teaching positions.

(2) The course of instruction will be provided by a teacher at a primary location and will be made available through

interactive video technology at one or more remote locations.

(3) Each course will count as one (1) class assignment for the primary teacher. The primary teacher will be responsible for all teaching, attendance, and grading of all students. Primary teachers shall be volunteers.

(4) The total number of students at all sites, both primary and remote, will not exceed contractual size limits.

(5) Students at remote sites will be supervised by teachers on administrative assignment who shall not have any teaching responsibilities for that class. Assignments of teachers to supervise remote sites shall be rotated among teachers available during that period.

CC. **Teaching Assistants**

The Federation and the District shall meet to negotiate all terms and conditions of employment for teaching assistants prior to the establishment of the position.

22. COMMITTEES

A. Athletic Activities

A committee of three (3) persons appointed by the President of the Federation and three (3) persons appointed by the Superintendent shall study and make recommendations concerning the requirements of a comprehensive athletic program and the feasibility of improving athletic facilities.

B. Calendar

A committee, composed of two (2) people appointed by the Superintendent and two (2) people appointed by the Federation, shall make recommendations concerning the school calendar for the subsequent year. In the event the Superintendent rejects the recommendations of the committee, the Superintendent shall meet with the committee to discuss the reasons for such changes and state such reasons in writing prior to submission of the calendar to the Board. Effective with the 2000-2001 school calendar, the Board shall include as part of the calendar a minimum of a one (1) week winter recess provided the Southern Westchester BOCES calendar contains such

week. Effective with the 2000-2001 school calendar the Board shall not start the school year prior to Labor Day unless the Southern Westchester BOCES calendar begins before that day.

The teachers' work year will be 185 workdays for the duration of the contract.)0 and 185

C. Health, Safety and Maintenance of Facilities

A committee composed of four (4) members, two (2) appointed by the Superintendent and two (2) appointed by the Federation, shall meet at least three (3) times per year to study and make recommendations to improve the safety and conditions of the facilities. The Board will make every effort to implement the priorities recommended by the committee depending upon available space and finances.

D. School Conduct and Discipline Code

Prior to changing the existing School Conduct and Discipline Code, the District shall consult with the YFT. YFT representatives shall also be given an opportunity to meet with the Board of Education and representatives of the administration in Executive Session prior to any such change.

E. Teacher Assault

The parties agree that a joint committee shall be established composed of three (3) representatives appointed by each side to address the issue of "assaults on teachers by students." Such committee shall issue its recommendations to the Board no later than June 1998. If the Board does not amend the current "Teacher Assaults" policy by September 15, 1998, the parties agree to reopen negotiations on that date limited to that issue only. In the interim, the current policy shall be in force except where inconsistent with applicable law.

F. Special Education Classes

The parties agree to form a Joint Committee composed of an equal number of representative from both sides to address the issue of communicating educationally necessary information regarding special education students among the professional staff.

G. Attendance Committee

The Federation and the Board agree to form a joint task force to draft procedures which shall address the problem of teachers absences which

are excessive or which constitute an inappropriate pattern. It is anticipated that such procedures shall include a method for identification of teachers with attendance problems and progressive steps to deal with those teachers who have been identified, including letters of admonition and counseling, including peer counseling. It is further understood that these procedures are not in any way a limitation of the Board's right to institute disciplinary proceedings based on attendance nor are they a prerequisite to such proceedings.

H. **Shared Decision Making**

Teachers agree to participate in the shared decision making process in their schools at the applicable hourly rate.

23. MATTERS NOT COVERED

With respect to matters not covered by any article of this Agreement, the Board agrees that it will consult and negotiate with the Federation prior to making any changes which are normally classified as pertaining to salaries and conditions of employment.

The parties will make every effort to limit as far as possible the number of disputes that arise under this provision.

The parties agree that all negotiable items have been discussed during negotiations leading to this Agreement and, therefore, agree that negotiations will not be reopened on any item contained herein during the life of this Agreement.

24. MANAGEMENT RIGHTS

Except as provided by this Agreement and by established policy and practice of the Yonkers School System which affect salaries and conditions of employment, the Board and the Superintendent shall retain all rights vested in them by the laws of the State of New York to determine and administer educational policy of the Yonkers School District including the right to properly discharge their duties and responsibilities to supervise and manage the schools under their jurisdiction.

25. CONFORMITY TO LAW - SAVING CLAUSE

A. If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law; any substitute action shall be subject to appropriate consultation and negotiation.

B. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

26. COMPARABLE SUBSTITUTIONS

In the event any provision in this Agreement proves to be illegal, the parties will meet and negotiate a comparable clause for substitution. In the event the illegal clause stipulates a sum of money which is to be provided by the Board, and the parties cannot agree to a substitute clause, that sum of money shall be utilized in the manner determined by the Federation provided said manner is consistent with law and the provision contained herein.

27. NO STRIKE PLEDGE

The Federation and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Federation, therefore, agrees that there shall be no strikes, work stoppage, or other concerted refusal to perform work by the employees covered by this Agreement nor any instigation thereof.

28. TAYLOR LAW SECTION 204-A

"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

29. DURATION OF THE AGREEMENT

The effective date of this Agreement and each of its provisions except as otherwise specified herein shall be July 1, 2001, and it shall remain in force and effect until June 30, 2003.

In the event that the United States District Court for the Southern District of New York shall, at any time during the life of this Agreement, enter an Order in the United States v. City of Yonkers case which requires a reopener of this Agreement for purposes of modification of any of the Agreement's terms or conditions, then the parties agree to reopen negotiations as to those items only.

AGREEMENT BETWEEN THE BOARD OF EDUCATION OF THE CITY OF YONKERS, NY AND THE YONKERS FEDERATION OF TEACHERS, A.F.T. JULY 1, 2001 – JUNE 30, 2003

Steven Frey

Steven Frey, President
Yonkers Federation of Teachers

7/1/2001
Date

Robert M. Ferrito

Robert M. Ferrito, President
Board of Education

7/1/2001
Date

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