



Cornell University  
ILR School

### **NYS PERB Contract Collection – Metadata Header**

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

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

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

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853  
607-254-5370 [ilrref@cornell.edu](mailto:ilrref@cornell.edu)

#### **Contract Database Metadata Elements**

Title: **York Central School District and York Teachers Association (2000)**

Employer Name: **York Central School District**

Union: **York Teachers Association**

Local:

Effective Date: **07/01/00**

Expiration Date: **06/30/03**

PERB ID Number: **6562**

Unit Size: **109**

Number of Pages: **52**

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

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

6562\_06302003

York Central School District And York  
Teachers Assn

SD  
TA

CONTRACTUAL AGREEMENT

between the

YORK CENTRAL SCHOOL BOARD OF EDUCATION

and the

YORK TEACHERS' ASSOCIATION

for

July 1, 2000 through June 30, 2003

**RECEIVED**

SEP 12 2002

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

## Index

<u>Article</u>	<u>Section</u>	<u>Page</u>
Preamble	This Agreement	1
1.0	1.01 Recognition	2
	1.02 Work Year Description	2
2.0	2.01 Negotiation Procedures	2
3.0	3.01 Due Deductions	3
	3.02 Credit Union Deduction	4
	3.03 Pay Schedule	4
4.0	4.01 Curriculum	4
5.0	5.01.A Salaries	5
	5.01.B Graduate Hours	5 & 6
	5.01.C In-Service Credit	6
	5.01.2 Experienced Credit	7
	5.01.3 Master's Degree	7
	5.02 Extra Instructional	7
	5.02.3 Tutoring	8
	5.02.4 Audio-Visual	8
	5.03 Extra Curricular	8
	5.04 Medical Insurance	9
	5.05 Unused Sick Days	10
	5.06.A Retirement Incentive	11
	5.06.B Severance Benefit	11
	5.07 Sabbatical Leave	12
6.0	Grievance	
	6.01.1 Definitions	13
	6.01.2 Purpose	13
	6.01.3 Procedure	13, 14 & 15
7.0	7.01 Student Discipline and Teacher Protection	15
8.0	8.01 Teacher-Administration Liaison Committee	16

**Index  
Page Two**

<u>Article</u>	<u>Section</u>	<u>Page</u>
9.0	Professional Practices	
	9.01.1 Probationary Teacher's Observation	17
	9.01.2 Tenured Teacher's Observation	17
	9.01.3 Fair Dismissal	18
	9.01.4 Conferences	18
	9.01.5 Visitation Day	18
	9.01.6 Staff Development	18
	9.01.7 Personal Days	19
	9.01.8.A Sick Days	19
	9.01.8.B Sick Bank	20
	9.01.8.C Sick Days for Maternity Leave	21
	9.01.9 Teacher Day	21
	9.01.10 Personnel File	21
	9.01.11 Maternity/Paternity Leave	21
10.0	Miscellaneous Provisions	
	10.01.1 Agreement Changes	21
	10.01.2 Individual Agreement	22
	10.01.3 Agreement Copies	22
11.0	11.01 Duration of Agreement	23
	Signatures	23 & 24

**APPENDICES**

<b>A.</b>	School Nurse and Teacher Assistant	Page 1 - 13
<b>B.</b>	Curriculum/Special Area Salaries	14
<b>C.</b>	Athletic Salaries, 2000-2001	15
	Athletic Salaries, 2001-2002	16
	Athletic Salaries, 2002-2003	17
<b>D.</b>	Non-Athletic Extra Curricular Salaries	18

**PREAMBLE**

This agreement, made this 27<sup>th</sup> day of September 2000 by and between the Superintendent for and on behalf of the Board of Education of the York Central School District, Livingston County, hereinafter referred to as the "Board" and the York Teachers' Association, hereinafter called the "Association".

**WITNESSETH:**

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

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

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

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

It is hereby agreed as follows:

## ARTICLE 1.0

### Section 1.01

#### RECOGNITION

The Board, having determined that the Association is supported by a majority of the teachers in a unit composed of all professional certified teachers, guidance counselors, teacher assistants and school nurse, except the Superintendent, Business Manager, High School Principal, Elementary School Principal, and Pupil Personnel Services Director, hereby recognizes the York Teachers' Association as the exclusive negotiating agent for the teachers in such unit. Such recognition shall extend in accordance with the provisions of the Taylor Law. The terms and conditions of this Contract which relate specifically to teacher assistants and school nurse will be found in Appendix A.

### Section 1.02 – WORK YEAR DESCRIPTION

Guidance Counselor work year:

Secondary Counselor (grades 10-12) work year: September 1 through June 30 plus four weeks. The additional four weeks may be worked on any day/vacation that school is not in session with prior approval of the building principal.

Secondary Counselor (grades 7-9) work year: September 1 through June 30 plus two weeks. The additional two weeks may be worked on any day/vacation that school is not in session with prior approval of the building principal.

Elementary Counselor (grades K-6) work year: September 1 through June 30 plus one week. The additional week may be worked on any day/vacation that school is not in session with prior approval of the building principal.

## Article 2.0

### Section 2.01 – NEGOTIATION PROCEDURES

- 2.01.1 It is contemplated that terms and conditions of employment in this agreement shall remain in effect for the period specified in Article 11.0. Any change of contractual conditions made during the period of this contract will be developed as a result of the liaison process.
- 2.01.2 No later than February 1, 2003, the parties will enter into good faith negotiations over a successor agreement covering the following school year. Either party may request the use of mediation furnished by the State Employment Relations Board.

2.01.3 Both parties in negotiations may select their own representatives independently from within or outside the school district. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will have all necessary power and authority to make proposals and reach compromises in the course of negotiations.

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

ARTICLE 3.0

Section 3.01 - DUES DEDUCTIONS

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

Print: Last name, first, initial	Building
Address	

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

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

- 3.01.2 The Association shall certify to the Board in writing the current rate for membership dues deduction. Any change in dues deductions shall be provided to the Board thirty (30) days prior to the effective date of the change involved.
- 3.01.3 Deductions referred to in Section 3.01.1 above shall be made in the following manner: Dues to the organization shall be deducted in approximately equal installments, beginning with the first paycheck of the current school year.
- 3.01.4 Additional authorizations submitted at least two (2) weeks prior to any regularly scheduled pay date shall be honored and deductions made for any such authorizations.
- 3.01.5 The Board shall, following each pay period from which dues deduction is made, transmit the composite amount of deductions to the York Teachers' Association for proper transmittal to the designated affiliates. The first and/or final transmittal shall be accompanied by a listing of the members for whom deductions have been made, and the amount deducted for each.
- 3.01.6 An employee may withdraw his authorization at any time by written notice received by the Board at least two (2) weeks prior to the effective pay period.

#### Section 3.02 – Credit Union Deduction

- 3.02 The Board agrees to continue a payroll deduction program for the G.V.T.A. Federal Credit Union consistent with arrangements satisfactory to the Administration and the Teachers' Association.

#### Section 3.03 – Pay Schedule

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

### ARTICLE 4.0

#### Section 4.01 – CURRICULUM

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

1. Meetings for the discussion and not development of curriculum may be called at the discretion of the curriculum coordinator or building principal at no extra cost to the district.
2. Assignment of teachers through released time during the instructional day at no extra cost to the district.



3. Voluntary curriculum work by the teacher on Board approved projects outside of the designated instructional day or during the summer vacation period will be compensated at a rate of \$22.50 per hour.

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

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

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

## ARTICLE 5.0

### Section 5.01

#### A. Salaries:

1. a. For the 2000-2001 school year, teacher and guidance counselor salaries will increase by 4% above the compensation received for the 1999-2000 school year.
- b. For the 2001-2002 school year, teacher and guidance counselor salaries will increase by 4% above the compensation received for the 2000-2001 school year.
- c. For the 2002-2003 school year, teacher and guidance counselor salaries will increase by 4% above the compensation received for the 2001-2002 school year.
2. The starting salary will increase by \$750 per year for each year of the contract. 2000-2001: \$28,133; 2001-2002: \$28,883; 2002-2003: \$29,633.

#### B. Graduate Hours:

1. All teachers hired prior to July 1, 1995 will be compensated at the rate of \$50.00 per credit hour for prior approved courses, or the teacher has the option to be reimbursed at the SUNY tuition rate upon submission of a transcript documenting a passing grade

B. Graduate Hours:

2. a. After July 1, 1995, all new hires will no longer receive salary credit for graduate hours and additional compensation for a Master's degree. The District will, after July 1, 1995, pay new hires the current SUNY tuition rate for graduate work toward permanent certification (Master's degree). Prior approval for courses leading to permanent certification is not required, and payment will be made following completion and submission of a transcript documenting a passing grade.
2. b. New staff hired with graduate hour completed towards their permanent certification will be reimbursed for those hours based on the following:
  - (1) Reimbursement will be at the SUNY tuition rate for graduate credit courses at the time of hire.
  - (2) Only those courses within the teacher's area of certification will be reimbursed.
  - (3) Payment will be made in equal installments over the first three years of employment. Payment will be made on February 1<sup>st</sup> of each school year.
  - (4) Courses must have a final passing grade of B- or better.
  - (5) Should the teacher leave the District prior to the completion of his/her first three years with the District, all graduate hour reimbursement must be repaid to the District.
2. c. For all graduate hours after permanent certification, the teacher will be offered the option of being reimbursed upon completion of a course at the current SUNY rate or have his/her salary increase at a rate of \$50.00 per credit hour. For inclusion in a teacher's salary, certification for newly earned hours is to be made on October 1<sup>st</sup> and/or March 1<sup>st</sup> of this Contract. Effective paydates for October 1<sup>st</sup> certification period will be retroactive to September 1<sup>st</sup> and for March 1<sup>st</sup> will be retroactive to February 1<sup>st</sup>. To qualify for payment, however, new graduate credit hours must meet the following conditions:
  - (1) Credit hours shall be for all graduate courses. This applies to new graduate courses approved after the effective day of this Contract.
  - (2) Have prior written approval of the building principal and Superintendent.
  - (3) Be within the teacher's area of certification or teaching area and administrative courses.
  - (4) The teacher receives a final passing grade of B- or better or a "Passing" grade if the course is scored on a Pass/Fail basis.

C. In-Service Credit:

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

Section 5.01.2 – Experienced Credit:

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

Section 5.01.3 – Master's Degree:

All teachers hired prior to July 1, 1995, obtaining a Master's degree will receive a \$500 increase to their salary. Teachers hired after July 1, 1995, will not receive the salary increase.

Section 5.02 – EXTRA INSTRUCTIONAL

5.02.1

High School Curriculum Chairpersons:

There will be high school curriculum chairpersons for English, Math, Science, Social Studies, K-12 Physical Education, and Foreign Language. Chairpersons shall perform duties as listed in the current job description for Curriculum Chairpersons. In addition, each Curriculum Chairperson shall furnish the Board with a year-end report evaluating the goals and accomplishments of the previous year's operation with recommendations for the subsequent contract year. Curriculum Chairpersons are evaluated yearly and will receive an annual appointment.

- 5.02.2 High School Special Subject Chairpersons and Elementary Grade Level Chairpersons:  
There will be three special subject chairpersons:  
One for Vocational (technology, home and career skills, and business);  
One for Educational Support Personnel (remediation, library, and resource);  
One for Fine Arts (art and music – vocal/instrumental).  
There will be Middle School Chairperson for Grade 7 and for Grade 8.  
There will also be an Elementary Grade Level Chairperson at each grade (K-6).

The special subject chairpersons, middle school chairpersons, and elementary grade chairpersons are to perform duties as listed in the job descriptions. In addition, each chairperson shall furnish the Board with a year-end report evaluating the pros and cons of the previous year's operation with recommendations for the subsequent contract year. Chairpersons are evaluated yearly and will receive an annual appointment.

- 5.02.3 Tutoring: Tutoring payable at \$22.50 per hour plus current approved mileage rate. All tutorial arrangements are to be made by the Guidance Counselor with time sheets approved by the building principal prior to submission to the Business Office.
- 5.02.4 Audio-Visual: High School, Elementary, and I.T. V. – see Appendix "B"

### Section 5.03 – EXTRA CURRICULAR

- 5.03.1 Selection process for all extracurricular positions: Coaching, Clubs, and Class Advisors:
- A. All extracurricular positions are for one year and are approved by the Board of Education.
  - B. Clubs and Class Advisors: Building principals advertise and make recommendations to the Superintendent for Board of Education approval. Qualified faculty members will be given priority for all club and class advisorships. In the event no faculty member applies or in the opinion of the appropriate building principal a faculty member who applies is deemed to be unqualified or unsuitable, the district may then seek outside applications.

- C. **Coaching Selection Procedure:**  
Positions will be advertised outside only when the following conditions occur:
1. There are no applicants from the faculty.
  2. If a coaching-certified teacher applies, but the Athletic Director (with input from the Varsity Coach and High School Principal) decides the applicant is unsuitable.

5.03.2 **Athletic Salaries:** See Appendix "C"  
**Non-Athletic Salaries:** See Appendix "D"

5.03.3 **New Clubs:** New clubs may be recommended by the Board to the Association for inclusion into the Contract, but no stipend will be paid until approved by the Board and added to the school budget.

**Section 5.04 – INSURANCE:**

5.04.1 Blue Cross/Blue Shield/Blue Million with Prescription Rider or Blue Cross + Dental Plan (Smile Saver IV). Enrollment into the plans will be according to the specified plan's guidelines. Cost sharing: York Central School District = 85% + Prescription Rider (\$5.00) plan; York Teachers' Association member or non-association member will pay 15%. For all teachers hired after July 1, 1995, the District shall provide health, dental and prescription coverage. The District will pay 75% of the cost and the employee will pay 25%.

5.04.2 All teachers hired prior to July 1, 1995 will maintain their current level of coverage and contribution rates. Teachers hired between July 1, 1995 and June 30, 2000, who currently pay 25% of their coverage and are tenured, will be eligible to have their contribution rate changed to 15% provided they enroll in Blue Point.

Those teachers not tenured as of July 1, 2000 will follow the contribution guidelines as indicated in the following three paragraphs:

- a. All teachers hired after July 1, 2000 will be eligible for Blue Point coverage at a cost-sharing level of 25% employee and 75% District.
- b. Teachers hired after July 1, 2000 may enroll in the other plans available but must pay 100% of the difference between the cost of Blue Point and the cost of the plan which they choose.
- c. Teachers hired after July 1, 2000 and upon receiving tenure will have their cost-sharing level changed to 15% employee and 85% District.

All teachers hired prior to July 1, 2000 are eligible to enroll in Blue Point. Once enrolled in Blue Point, should they decide to enroll in a different plan, the cost-sharing stated in paragraph b. above will apply.

5.04.3 District will provide a Flexible Benefits Plan per Sec. 125, IRS Code.

## Section 5.05 – Unused Sick Days

5.05.1

### Requirements, Notification, and Payment:

A teacher who resigns with 20 years of service to the District or is retiring shall have the salary of his/her retirement year increased by an amount equal to the number of unused sick days up to 300 multiplied by \$35. The requirements are as follows:

- A.
1. Fall Retirement: Teachers who wish to retire after the first semester (January 31<sup>st</sup>) shall notify the Board in writing by February 1<sup>st</sup> of the school year preceding the school year of retirement. Failure to meet this stipulation will cancel the benefit. In the event of a catastrophic occurrence, the Board of Education would agree to review on an individual basis.
  2. Spring Retirement: Teachers who wish to retire after the second semester (June 30<sup>th</sup> or August 31<sup>st</sup>) shall notify the Board in writing by February 1<sup>st</sup> of the current school year of retirement. Failure to meet this stipulation will cancel the benefit. In the event of a catastrophic occurrence, the Board of Education would agree to review on an individual basis.
  3. Retired teachers may leave accumulated sick leave monies with the District to offset teacher/family health insurance program costs between the time of retirement and age 65, providing they meet the February 1<sup>st</sup> Fall retirement and February 1<sup>st</sup> Spring retirement deadline.
- B. If the District is notified after the February 1<sup>st</sup> Fall retirement and February 1<sup>st</sup> Spring deadline, the teacher can either receive payment of \$35.00 for each unused sick day up to 300 days or leave the monies with the District to offset teacher/family health insurance program costs between the time of retirement and age 65.
- C.
1. The retired teacher/family may also participate in the District's health insurance program at his/her own expense after retirement.
  2. A teacher who is at least 55 years of age and who retires after twenty (20) calendar years of service with the District will be eligible to have the District pay his/her health insurance costs at the same rate (85%) as specified in Section 5.04.1 of this Contract, until Medicare takes effect. The teacher may leave the accumulated sick leave monies with the District to offset the balance of the health insurance costs for the teacher and the cost of family health insurance.

- 5.05.1 C. 3. Any adjustment to be made on the teacher's salary will be made on the last check the teacher receives.
4. Fall retirement teachers must utilize a January 31 retirement date, and Spring retirement teachers must utilize a June 30 retirement date.

Section 5.06 – A. Retirement Incentive:

- 5.06 A. 1. A teacher who has reached his/her first year of eligibility, without penalty for early retirement, as a member of the New York State Teacher's Retirement System, is at least 55 years of age, and has a minimum of 20 years of service to the District may qualify for a retirement incentive. This teacher must resign his/her position by February 1<sup>st</sup> of the first year of his/her eligibility, with his/her resignation taking effect on either August 31<sup>st</sup> of that year or January 31<sup>st</sup> of the following year.
2. The teacher who retires in his/her year of eligibility will receive a retirement incentive of \$15,000 for the first 20 years of service to the district, plus \$500 for each additional year of service rendered until the maximum incentive of \$20,000 is reached. Teachers who are eligible to retire under this incentive will have a one-time "window of opportunity" to participate, this "window of opportunity" being the first year of this Contract. The Contract in effect at time of resignation (February 1<sup>st</sup>) will govern the Retirement Incentive allowed.

Section 5.06 – B. Severance Benefit\*:

A teacher who is resigning his/her position, has reached the minimum age of 55, and has accumulated a minimum of fifteen (15) years of service to the District, may receive a one-time severance benefit of \$500 for each year of service to the District. The teacher resigning must notify the District of his/her pending resignation by February 1<sup>st</sup> with his/her resignation taking effect on either August 31<sup>st</sup> of that year or January 31<sup>st</sup> of the following year. The Contract in effect at the time of resignation (February 1<sup>st</sup>) will govern the Severance Benefit. This Severance Benefit will be offered for the length of this Contract only.

\*Teachers eligible for both the Retirement Incentive and Severance Benefit must elect one.

### 5.07 – Sabbatical Leave:

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

1. Applicants must file with the Superintendent a statement of the definite purpose for which such a leave is desired. This statement must include the fully accredited college or university at which the individual is to study and the courses to be pursued or the extent and purpose of travel and how it will relate to that person's certification area. Such statement must meet with the approval of the Board. Persons awarded a travel sabbatical are required to submit a written report to the Board following their travel, and the report will detail all activities and dates making up the sabbatical period. This must be done as a verification of the individual's full qualification of the salary provision. Applications for sabbatical leave must be submitted to the Superintendent four (4) months prior to the intended start of the leave.
2. Applicants must file with the Board a written agreement to remain in the service of the District for three (3) years after the expiration of such leave or in case of resignation within the three years, to refund the District such proportionate amount of the salary paid during the leave of absence as the unexpired portion of three (3) years shall dictate.
3. Such leave shall be granted for one full year or one-half year. Teachers taking such leave shall not be eligible for such leave again until seven (7) years have expired after return.
4. Teachers on sabbatical leave for the full year shall receive one-half of his/her current salary for the full year. Teachers on sabbatical leave for the purpose of travel for one-half year will receive one-third of the year's beginning teacher salary. Teachers on sabbatical leave for college or university purpose for one-half year will receive one-half of the year's current teacher salary.
5. No more than one teacher (K-12) shall be granted a sabbatical leave in any given year.
6. Insurance coverage will continue during a sabbatical period on a 50/50 basis.
7. Seniority accrues during sabbatical period.
8. A teacher on sabbatical leave will notify the District of his/her intention to work at least sixty (60) days prior to the end of the sabbatical leave. Failure to file the proper notice with the District within the time frame described will constitute abandonment of employment and a replacement will be recruited.

It is understood that economic factors could prevent the granting of sabbatical leave.



Article 6.0

Section 6.01 - GRIEVANCE

6.01.1 Definitions:

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

6.01.2 Purpose:

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

6.01.3 Procedure:

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

- A. Level One (informal stage). The aggrieved person shall orally present his/her grievance within fifteen (15) working district business days (days school district business office is open) after the grievant knew or should have known of the events giving rise to the grievance to the building principal, who shall orally and informally discuss the grievance with the aggrieved person. The immediate supervisor shall render his/her determination to the aggrieved person within ten (10) school days after the grievance has been presented to him/her. If such grievance is not satisfactorily resolved at this level or stage, the aggrieved person may proceed to Level Two.

- 6.01.3 B. Level Two. If the aggrieved person disagrees with the disposition of his/her grievance at Level One, he/she will, within ten (10) school days, present the grievance in writing to the District's Superintendent, specifying the Contract section (if any) which is the subject of the grievance. The Superintendent shall arrange a meeting with the aggrieved person and his/her designee within ten (10) school days. The Superintendent shall make a disposition of grievance to the parties of interest in writing within ten (10) school days of such a meeting.
- C. Level Three. If the aggrieved person is not satisfied with the decision made at Level Two, he/she shall submit within ten (10) school days his/her grievance in writing to the Association Grievance Committee. If the Association Grievance Committee deems the grievance meritorious, it shall within ten (10) school days refer the grievance to the President of the Board of Education. Within ten (10) school days of the receipt of a grievance by the President of the Board, the Board shall meet with the aggrieved person, or his/her designee, for the purpose of resolving the grievance.
- D. Level Four. If the aggrieved person and the Association Grievance Committee are not satisfied with the decision at Level Three, or if no decision has been rendered within ten (10) days, and the Association Grievance Committee determines that the grievance is meritorious, it may submit the grievance to arbitration by written notice to the Board within fifteen (15) school days of the decision at Level Three.
1. The Association and the Board may agree upon a mutually acceptable arbitrator. If they do not, the Association may submit the matter to the American Arbitration Association for selection of an arbitrator in accordance with American Arbitration Association rules.
  2. The arbitrator's decision will be in writing and will set forth the issues submitted. The arbitrator will be without power or authority to make any decisions which require the commission of an act prohibited by law or which is violative of the terms of this Agreement. In grievance arising under the Contract, the decisions of the arbitrator shall be binding on both parties. In grievance arising outside the scope of the Contract, the recommendations of the arbitrator shall be advisory.
  3. The costs for the services of the arbitrator including per diem expenses, if any, and actual and necessary travel and subsistence expenses will be the responsibility of the losing party. If there is a dispute whether the Board or the Association is the losing party, the arbitrator will be requested to resolve the question.

6.01.4 **Rights of Teachers to Representation:**

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

6.01.5 **Miscellaneous:**

- A. If, in the judgment of the Association Grievance Committee or its designee, a grievance affects a group or class of teachers, the Association Grievance Committee, or its designee, may process such a grievance as though it were an individual grievance. In such a case, the Association may process for all persons concerned, even though an individually aggrieved person may not wish to do so.
- B. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
- C. Forms for filing of grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents will be prepared with the approval of the Association and Board, by joint committee of the Administration and Association.
- D. It is expressly understood that this grievance procedure shall not be used to delay the resolution of conflicts that might arise related to the interpretation of this Agreement.
- E. It is understood that the time limits stated at all levels of the grievance process shall be the maximum amount of time either party has to respond within that step of the procedure. If the District or the Association fails to respond within the time specified at any step, the party not meeting the time allotment will forfeit the grievance.

**ARTICLE 7.0**

**Section 7.01 – STUDENT DISCIPLINE AND TEACHER PROTECTION**

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

- A. Assault, threat of physical harm, or other violence including property damage, abusive language, or abusive actions: student will be sent out of class to the Administrator for appropriate discipline. Possible disciplinary actions which could be imposed at the discretion of the Administration include, but are not limited to the following:

- 7.01 A. 1. Suspension (immediate or delayed)  
2. Both parents called in for conference, unless extenuating circumstances prevent both parents being present
- B. Right to expect and will receive complete cooperation from the Administration.

The following specific protection shall be provided the Administration and the Board:

- A. Right to expect and will receive complete cooperation from the faculty.

## ARTICLE 8.0

### Section 8.01 - TEACHER-ADMINISTRATION LIAISON COMMITTEE

A Teacher-Administration Liaison Committee shall be established consisting of: Superintendent, High School Principal, Elementary School Principal, and York Teacher Liaison Committee, and any other person or parties directly involved and deemed necessary by both representative parts.

8.01.1 Purpose:

To maintain a cooperative and harmonious educational system through the maintenance of the highest professional machinery and standards.

8.01.2 Method:

This committee shall function through informal discussions arranged with mutual consent. If mutual agreement is not reached, the problem under discussion may then be brought to the attention of the Board.

8.01.3 Approval:

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

8.01.4 Meetings:

The Liaison Committee shall meet if requested by the Association and/or the Superintendent. A written agenda shall be prepared by the Association president and the Superintendent. Emergency meetings shall be held at the request of the Association president and/or Superintendent, and no written agenda shall be required for such emergency meetings.

8.01.5 Discussion Areas:

The following would be considered as the areas to be discussed by the Teacher-Administration Liaison Committee:

School Calendar	Scheduling
Special Education	Cafeteria Duty
Inter-School Communication	Study Halls
Joint Public Relations	Testing
Class Size	Length of School Day
Press Releases	Job Openings

ARTICLE 9.0

Section 9.01 – PROFESSIONAL PRACTICES

9.01.1 Probationary Teacher's Observation:

A written observation each semester by the administrative supervisors and one annually by the high school curriculum chairperson for each year of probation will be given to each teacher and a copy thereof will be put in each teacher's file. Written report will be completed within fifteen (15) working days following the observation. Observations conducted by high school curriculum chairpersons will be done during their free periods and at no extra pay. One oral discussion with the teacher involved will occur prior to each subsequent formal written observation. Recommendation for improvement of any deficiencies will be included along with written suggested avenues of assistance. Administrative supervisor will continue to periodically monitor the teacher's improvement and make the teacher aware in writing of any remaining or further deficiencies and provide additional needed assistance.

9.01.2 Tenured Teacher Observation:

The administrative supervisors and high school curriculum chairperson will conduct an annual visual observation of each teacher having a permanent appointment. The tenured teacher shall receive one copy of the observation and a copy shall be placed in the teacher's file. Written report will be completed within fifteen (15) working days following the observation. Observations conducted by the high school curriculum chairpersons will be done during their free periods at no extra pay. One oral discussion with the teacher involved will occur prior to the subsequent formal written observation. Recommendation for improvement of any deficiencies will be included along with written suggested avenues of assistance. Administrative supervisor will continue to periodically monitor the teacher's improvement and make the teacher aware in writing of any remaining or further deficiencies and provide additional needed assistance.

9.01.3 Fair Dismissal:

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

9.01.4 Conferences:

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

Number of conferences (extended):

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

Reporting:

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

9.01.5 Visitation Day:

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

9.01.6 Staff Development:

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

9.01.7 Personal Days:

Three personal days per year are granted for each teacher's use. These days do not require any justification but require prior notification to the building principal. Personal day notification one week in advance is recommended so substitute arrangements can be made. Three faculty members per building will be allowed to use a personal day before or after a vacation. The following guidelines will need to be followed in order to obtain the building principal's approval for the use of a personal day before or after a vacation:

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

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

Personal days may accumulate to five. If a teacher has personal days which, when accumulated, would exceed the five permitted herein-above, such excess over five shall be considered as sick days pursuant to Section 9.01.8 herein, and allowed to accumulate as such to the allowable maximum as provided in that Section; namely, 300 days.

9.01.8 A. Sick Days:

Ten sick days annually are to be granted by the Board. This leave may be used for personal illness or illness or death in the immediate family. In case of illness, immediate family shall include parents, spouse, brother, sister, children or dependents who reside with the immediate family. In case of death, the immediate family shall include those relationships already listed plus grandparents, aunt or uncle, and corresponding in-laws. Any sick days not used in any year may be accumulated to a maximum of 300 days.

Sick days earned in excess of the maximum 300 days will be paid to the teacher at a daily rate of \$30.00. Payment will be included in the last check of the school year in which the days exceed 300.

9.01.8 B.

Sick Bank:

1. The purpose and philosophy of a sick bank is to provide security to Association members when they suffer a prolonged illness or injury that causes the Association member to exhaust all of his/her accumulated sick leave.
2. All Association members are eligible to join. The open enrollment period will be September of each year. Once enrolled, the member must stay in the bank until the following September. Upon enrolling, each new member will contribute two (2) sick leave days to the bank. All contributions to the sick bank are non-returnable.
3. The bank will have a maximum number of two hundred fifty (250) days. The maximum cap may be exceeded only when new members, by joining, cause the sick leave bank to exceed two hundred fifty (250) days.
4. If the sick bank falls below fifty (50) days, each member of the bank will be accessed one day of accumulated sick leave.
5. Only members of the sick leave bank are eligible to withdraw days.
6. A committee shall be established to consider requests for the use of sick leave bank days. The committee shall be composed of five members: three Association members and two administrators. One of the Association members shall be named the chairperson of the committee. The Association will hold the District harmless for all decisions made by the committee. Decisions of the committee will not be subject to the grievance procedure of this Agreement.
7. Application to the sick leave bank must be in writing and shall be accompanied by a doctor's statement indicating that the applicant cannot resume normal work duties. The application will include an estimate of the days needed.
8. Applicant must have exhausted all accumulated sick leave.
9. An applicant may request up to twenty (20) days at one time. The applicant may apply for additional days but must complete the process described above with an updated doctor's statement and date of return. The maximum number of days a member may receive is ninety (90) days per school year.
10. Each application for days will be held in strict confidence and judged on its own merit. Past practice or precedence will not be a determining factor.
11. Requests for days to extend maternity leave will not be considered.



- 9.01.8 C. Sick Days for Maternity Leave  
Sick days may also be used for disability immediately after giving birth, and it is presumed that a teacher is disabled for the first eight (8) weeks following childbirth. Therefore, up to forty (40) days of accumulated sick time may be used for this period of disability. Medical certification will be required to establish disability following the initial eight (8) week period.

9.01.9 Teacher Day:

All professional staff members shall be on duty for seven hours and twenty-five minutes. In cases of emergency, teachers shall provide additional coverage until the pupils are safely aboard buses. The teacher day shall be as follows:

Grades K-5 and Option I Primary: 8:00 a.m. – 3:25 p.m.

Grades 6-12 and Option I Intermediate: 7:40 a.m. – 3:05 p.m.

Prior to adding any additional student contact time, a mutual agreement will be reached via Article 8.0 of the current Contract.

- 9.01.10 Any negative material placed in a teacher's personnel file shall be made available to that teacher prior to placement. That teacher reserves the right to file a written response to said material, such response to be filed within ten (10) school days. To review contents of the file, the teacher must make the request to an Administrator. Such review must take place in the presence of an Administrator. Teachers may not remove items from their files. Confidential personal reference type materials will not be available for teacher inspection.
- 9.01.11 Maternity/Paternity Leave: Association members may have up to one year of unpaid leave of absence for the purpose of caring for a child. Members will notify the Board at least three months before taking leave.

ARTICLE 10.0

Section 10.01 – MISCELLANEOUS PROVISIONS

10.01.1 Agreement Changes:

This Agreement shall constitute the commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement. If the Board adopts a change in policy which affects existing wages, hours, or any other conditions of employment which is not covered by

the terms of this Agreement and which has not been proposed by the Association, the Board will notify the president of the Association in writing that it is considering such a change. The Association will have the right to negotiate such items with the Board, provided that it files such a request with the Board within five (5) school days after receipt of said notice. (Portions of Board minutes which pertain to teachers shall be made available to the Association.) Liaison Committee and grievance procedure will be used before applying the term of this paragraph whenever possible.

10.01.2 Individual Agreement:

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

10.01.3 Agreement Copies:

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

10.01.4 Savings Clause:

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

10.01.5 Clean Air Environment:

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

ARTICLE 11.0

Section 11.01 – Duration of Agreement:

Contract shall be effective July 1, 2000 and shall continue in effect through June 30, 2003.

Association:

Douglas Higgins  
Douglas Higgins, Co-Spokesperson  
York Teachers' Association  
and  
Negotiators for York Teachers' Association

Karen Kelley  
Karen Kelley, Co-Spokesperson  
York Teachers' Association  
and  
Negotiators for York Teachers' Association

Eleanor Gaidasz  
Eleanor Gaidasz

Andrew Fusco  
Andrew Fusco

Karen Bryant  
Karen Bryant

Virginia Durbin  
Virginia Durbin

Martha C. Edmonds  
Martha Edmonds

Laurie Kopryanski  
Laurie Kopryanski

Board:

Mauro Montemarano  
Mauro Montemarano, Spokesperson  
York Central Board of Education  
and  
Negotiators for York Central School  
Board of Education;

Joseph H. Graves  
Joseph Graves

Dennis Moore  
Dennis Moore

Thomas J. Manko  
Thomas J. Manko

Howard A. Forsythe  
Howard A. Forsythe

Association (continued):

*Martha Martin*

Martha Martin

*Bonita P. Morgan*

Bonita Morgan

*D. Nagel*

Davies Nagel

*Peter Robinson*

Peter Robinson

*Kathleen Welch*

Kathleen Welch

*Wendy Wondra*

Wendy Wondra

*Deborah R. Young*

Deborah Young

Dated this 27<sup>th</sup> day of September 2000.

**APPENDIX A**  
**School Nurse and Teacher Assistants**

**ARTICLE 1.0**

**Section 1.01**

**RECOGNITION**

The Board, having determined that the Association is supported by a majority of the members in a unit composed of all professional certified teachers, guidance counselors, teacher assistants and school nurse, except the Superintendent, Business Manager, High School Principal, Elementary School Principal, and Pupil Personnel Services Director, hereby recognizes the York Teachers' Association as the exclusive negotiating agent for the members in such unit. Such recognition shall extend in accordance with the provisions of the Taylor Law. The terms and conditions of this Contract which relate specifically to teacher assistants and school nurse are found herewith in Appendix A.

**Section 1.02 – WORK YEAR DESCRIPTION**

**Teacher Assistant Work Year:**

1. Teacher Assistant work year is 180 days. Should an assistant work beyond the 180 days, pay will be adjusted accordingly.
2. Workday will be eight (8) hours including lunch break.
3. Starting and ending times for the workday will be determined by the building principal on an individual, as needed, basis.

**School Nurse Work Year:**

1. Work year is 180 days.
2. Workday will begin at 7:40 a.m. and end at 3:25 p.m.

**Article 2.0**

**Section 2.01 – NEGOTIATION PROCEDURES**

- 2.01.1 It is contemplated that terms and conditions of employment in this agreement shall remain in effect for the period specified in Article 11.0. Any change of contractual conditions made during the period of this contract will be developed as a result of the liaison process.
- 2.01.2 No later than February 1, 2003, the parties will enter into good faith negotiations over a successor agreement covering the following school year. Either party may request the use of mediation furnished by the State Employment Relations Board.

- 2.01.3 Both parties in negotiations may select their own representatives independently from within or outside the school district. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will have all necessary power and authority to make proposals and reach compromises in the course of negotiations.
- 2.10.4 "IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."  
(Required by New York State)

ARTICLE 3.0

Section 3.01 – DUES DEDUCTIONS

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

Print: Last name, first, initial	Building
Address	

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

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

- 3.01.2 The Association shall certify to the Board in writing the current rate for membership dues deduction. Any change in dues deductions shall be provided to the Board thirty (30) days prior to the effective date of the change involved.
- 3.01.3 Deductions referred to in Section 3.01.1 above shall be made in the following manner: Dues to the organization shall be deducted in approximately equal installments, beginning with the first paycheck of the current school year.
- 3.01.4 Additional authorizations submitted at least two (2) weeks prior to any regularly scheduled pay date shall be honored and deductions made for any such authorizations.
- 3.01.5 The Board shall, following each pay period from which dues deduction is made, transmit the composite amount of deductions to the York Teachers' Association for proper transmittal to the designated affiliates. The first and/or final transmittal shall be accompanied by a listing of the members for whom deductions have been made, and the amount deducted for each.
- 3.01.6 An employee may withdraw his/her authorization at any time by written notice received by the Board at least two (2) weeks prior to the effective pay period.

Section 3.02 – Credit Union Deduction

- 3.02 The Board agrees to continue a payroll deduction program for the G.V.T.A. Federal Credit Union consistent with arrangements satisfactory to the Administration and the Teachers' Association.

Section 3.03 – Pay Schedule

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

ARTICLE 5.0

Section 5.01

A. Salaries:

1. a. For the 2000-2001 school year, school nurse and teacher assistant salaries will increase by 4% above the compensation received for the 1999-2000 school year.
- b. For the 2001-2002 school year, school nurse and teacher assistant salaries will increase by 4% above the compensation received for the 2000-2001 school year.
- c. For the 2002-2003 school year, school nurse and teacher assistant salaries will increase by 4% above the compensation received for the 2001-2002 school year.

Section 5.04 – INSURANCE:

- 5.04.1 Cost sharing for teacher assistants and school nurse will be 60% District/40% employee for any plan available through this Contract.
- 5.04.2 District will provide a Flexible Benefits Plan per Sec. 125, IRS Code.

Section 5.05 – Unused Sick Days

5.05.1 Requirements, Notification, and Payment:

A teacher assistant or school nurse who resigns with 20 years of service to the District or is retiring shall have the salary of his/her retirement year increased by an amount equal to the number of unused sick days up to 300 multiplied by \$35.

The requirements are as follows:

- A.
1. Fall Retirement: Teacher assistants and school nurses who wish to retire after the first semester (January 31<sup>st</sup>) shall notify the Board in writing by February 1<sup>st</sup> of the school year preceding the school year of retirement. Failure to meet this stipulation will cancel the benefit. In the event of a catastrophic occurrence, the Board of Education would agree to review on an individual basis.
  2. Spring Retirement: Teacher assistants and school nurses who wish to retire after the second semester (June 30<sup>th</sup> or August 31<sup>st</sup>) shall notify the Board in writing by February 1<sup>st</sup> of the current school year of retirement. Failure to meet this stipulation will cancel the benefit. In the event of a catastrophic occurrence, the Board of Education would agree to review on an individual basis.
  3. Retired teacher assistants and school nurses may leave accumulated sick leave monies with the District to offset teacher/family health insurance program costs between the time of retirement and age 65, providing they meet the February 1<sup>st</sup> Fall retirement and February 1<sup>st</sup> Spring retirement deadline.
- B. If the District is notified after the February 1<sup>st</sup> Fall retirement and February 1<sup>st</sup> Spring deadline, the teacher assistant and school nurse can either receive payment of \$35.00 for each unused sick day up to 300 days or leave the monies with the District to offset teacher/family health insurance program costs between the time of retirement and age 65.



- C.
  - 1. The retired teacher assistant/family or school nurse/family may also participate in the District's health insurance program at his/her own expense after retirement.
  - 2. A teacher assistant or school nurse who is at least 55 years of age and who retires after twenty (20) calendar years of service with the District will be eligible to have the District pay his/her health insurance costs at the same rate as specified in Section 5.04.1 of this Contract, until Medicare takes effect. The teacher assistant or school nurse may leave the accumulated sick leave monies with the District to offset the balance of the health insurance costs for the teacher assistant or nurse and the cost of family health insurance.
  - 3. Any adjustment to be made on the teacher assistant's or nurse's salary will be made on the last check the teacher assistant or nurse receives.
  - 4. Fall retirement teacher assistants and nurses must utilize a January 31 retirement date, and Spring retirement teacher assistants and nurses must utilize a June 30 retirement date.

#### Article 6.0

#### Section 6.01 – GRIEVANCE

##### 6.01.1 Definitions:

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

##### 6.01.2 Purpose:

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

6.01.3 Procedure:

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

- A. Level One (informal stage). The aggrieved person shall orally present his/her grievance within fifteen (15) working district business days (days school district business office is open) after the grievant knew or should have known of the events giving rise to the grievance to the building principal, who shall orally and informally discuss the grievance with the aggrieved person. The immediate supervisor shall render his/her determination to the aggrieved person within ten (10) school days after the grievance has been presented to him/her. If such grievance is not satisfactorily resolved at this level or stage, the aggrieved person may proceed to Level Two.
- B. Level Two. If the aggrieved person disagrees with the disposition of his/her grievance at Level One, he/she will, within ten (10) school days, present the grievance in writing to the District's Superintendent, specifying the Contract section (if any) which is the subject of the grievance. The Superintendent shall arrange a meeting with the aggrieved person and his/her designee within ten (10) school days. The Superintendent shall make a disposition of grievance to the parties of interest in writing within ten (10) school days of such a meeting.
- C. Level Three. If the aggrieved person is not satisfied with the decision made at Level Two, he/she shall submit within ten (10) school days his/her grievance in writing to the Association Grievance Committee. If the Association Grievance Committee deems the grievance meritorious, it shall within ten (10) school days refer the grievance to the President of the Board of Education. Within ten (10) school days of the receipt of a grievance by the President of the Board, the Board shall meet with the aggrieved person, or his/her designee, for the purpose of resolving the grievance.
- D. Level Four. If the aggrieved person and the Association Grievance Committee are not satisfied with the decision at Level Three, or if no decision has been rendered within ten (10) days, and the Association Grievance Committee determines that the grievance is meritorious, it may submit the grievance to arbitration by written notice to the Board within fifteen (15) school days of the decision at Level Three.

6.01.3 D.

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

6.01.4 Rights of Teacher Assistants and School Nurse to Representation:  
Any party of interest may be represented at any or all stages of grievance procedure by a person(s) of his/her own choosing. When a teacher assistant or school nurse is not represented by the Association, the Association shall have the right to be represented and to state its view at all stages of the grievance procedure.

6.01.5 Miscellaneous:

- A. If, in the judgment of the Association Grievance Committee or its designee, a grievance affects a group or class of members, the Association Grievance Committee, or its designee, may process such a grievance as though it were an individual grievance. In such a case, the Association may process for all persons concerned, even though an individually aggrieved person may not wish to do so.
- B. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
- C. Forms for filing of grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents will be prepared with the approval of the Association and Board, by joint committee of the Administration and Association.

6.01.5

- D. It is expressly understood that this grievance procedure shall not be used to delay the resolution of conflicts that might arise related to the interpretation of this Agreement.
- E. It is understood that the time limits stated at all levels of the grievance process shall be the maximum amount of time either party has to respond within that step of the procedure. If the District or the Association fails to respond within the time specified at any step, the party not meeting the time allotment will forfeit the grievance.

### ARTICLE 7.0

#### Section 7.01 – STUDENT DISCIPLINE AND TEACHER PROTECTION

The following actions and protections shall be provided for the teacher assistant and nurse by the Administration and the Board.

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

The following specific protection shall be provided the Administration and the Board:

- A. Right to expect and will receive complete cooperation from the faculty.

## ARTICLE 9.0

### 9.01.3 Fair Dismissal:

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

### 9.01.4 Conferences:

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

Number of conferences (extended):

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

Reporting:

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

### 9.01.5 Visitation Day:

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

### 9.01.6 Staff Development:

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

9.01.7 Personal Days:

Three personal days per year are granted for each member's use. These days do not require any justification but require prior notification to the building principal. Personal day notification one week in advance is recommended so substitute arrangements can be made. Three faculty members per building will be allowed to use a personal day before or after a vacation. The following guidelines will need to be followed in order to obtain the building principal's approval for the use of a personal day before or after a vacation:

- a. Written requests submitted at least thirty (30) days prior to the desired personal day.
- b. Requests are to be submitted during the school calendar year of the desired personal day.
- c. If a member submits a request for a particular day after three requests were previously approved, that faculty member will have priority for that same day the following year.
- d. Only one request per member will be approved for the school year.

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

Personal days may accumulate to five. If a member has personal days which, when accumulated, would exceed the five permitted herein-above, such excess over five shall be considered as sick days pursuant to Section 9.01.8 herein, and allowed to accumulate as such to the allowable maximum as provided in that Section; namely, 300 days.

9.01.8 A. Sick Days:

Ten sick days annually are to be granted by the Board. This leave may be used for personal illness or illness or death in the immediate family. In case of illness, immediate family shall include parents, spouse, brother, sister, children or dependents who reside with the immediate family. In case of death, the immediate family shall include those relationships already listed plus grandparents, aunt or uncle, and corresponding in-laws. Any sick days not used in any year may be accumulated to a maximum of 300 days.

Sick days earned in excess of the maximum 300 days will be paid to the member at a daily rate of \$30.00. Payment will be included in the last check of the school year in which the days exceed 300.

9.01.8 B.

Sick Bank:

1. The purpose and philosophy of a sick bank is to provide security to Association members when they suffer a prolonged illness or injury that causes the Association member to exhaust all of his/her accumulated sick leave.
2. All Association members are eligible to join. The open enrollment period will be September of each year. Once enrolled, the member must stay in the bank until the following September. Upon enrolling, each new member will contribute two (2) sick leave days to the bank. All contributions to the sick bank are non-returnable.
3. The bank will have a maximum number of two hundred fifty (250) days. The maximum cap may be exceeded only when new members, by joining, cause the sick leave bank to exceed two hundred fifty (250) days.
4. If the sick bank falls below fifty (50) days, each member of the bank will be accessed one day of accumulated sick leave.
5. Only members of the sick leave bank are eligible to withdraw days.
6. A committee shall be established to consider requests for the use of sick leave bank days. The committee shall be composed of five members: three Association members and two administrators. One of the Association members shall be named the chairperson of the committee. The Association will hold the District harmless for all decisions made by the committee. Decisions of the committee will not be subject to the grievance procedure of this Agreement.
7. Application to the sick leave bank must be in writing and shall be accompanied by a doctor's statement indicating that the applicant cannot resume normal work duties. The application will include an estimate of the days needed.
8. Applicant must have exhausted all accumulated sick leave.
9. An applicant may request up to twenty (20) days at one time. The applicant may apply for additional days but must complete the process described above with an updated doctor's statement and date of return. The maximum number of days a member may receive is ninety (90) days per school year.
10. Each application for days will be held in strict confidence and judged on its own merit. Past practice or precedence will not be a determining factor.
11. Requests for days to extend maternity leave will not be considered.

- 9.01.8 C. Sick Days for Maternity Leave  
Sick days may also be used for disability immediately after giving birth, and it is presumed that a member is disabled for the first eight (8) weeks following childbirth. Therefore, up to forty (40) days of accumulated sick time may be used for this period of disability. Medical certification will be required to establish disability following the initial eight (8) week period.
- 9.01.10 Any negative material placed in a member's personnel file shall be made available to that member prior to placement. That member reserves the right to file a written response to said material, such response to be filed within ten (10) school days. To review contents of the file, the member must make the request to an Administrator. Such review must take place in the presence of an Administrator. The member may not remove items from his/her file. Confidential personal reference type materials will not be available for member's inspection.
- 9.01.11 Maternity/Paternity Leave: Association members may have up to one year of unpaid leave of absence for the purpose of caring for a child. Members will notify the Board at least three months before taking leave.

## ARTICLE 10.0

### Section 10.01 - MISCELLANEOUS PROVISIONS

- 10.01.1 Agreement Changes:  
This Agreement shall constitute the commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement. If the Board adopts a change in policy which affects existing wages, hours, or any other conditions of employment which is not covered by the terms of this Agreement and which has not been proposed by the Association, the Board will notify the president of the Association in writing that it is considering such a change. The Association will have the right to negotiate such items with the Board, provided that it files such a request with the Board within five (5) school days after receipt of said notice. (Portions of Board minutes which pertain to teachers shall be made available to the Association.) Liaison Committee and grievance procedure will be used before applying the term of this paragraph whenever possible.



10.01.2 Individual Agreement:

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

10.01.3 Agreement Copies:

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

10.01.4 Savings Clause:

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

10.01.5 Clean Air Environment:

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

## ARTICLE 11.0

### Section 11.01 – Duration of Agreement:

Contract shall be effective July 1, 2000 and shall continue in effect through June 30, 2003.

**APPENDIX "B"**  
**Curriculum/Special Area**  
**Salaries**

<b><u>5.02.1</u></b>	<b><u>2000-01</u></b>	<b><u>2001-02</u></b>	<b><u>2002-03</u></b>
Secondary Chairperson	1,551	1,598	1,646
Elementary Chairperson	1,551	1,597	1,645
Vocational Chairperson	1,162	1,197	1,233
Educational Support	1,162	1,197	1,233
Fine.Arts	1,162	1,197	1,233
Middle School Chairperson	750	773	796
<b><u>5.02.4</u></b>			
Audio Visual	779	802	826
Instructional Television	493	508	523

Salaries for curriculum and special area will be paid by individual check.

**APPENDIX "C"**  
**Athletic Salaries**  
**2000-01**

<b><u>Varsity Salaries</u></b>	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>	<b><u>Step 4</u></b>	<b><u>Step 5</u></b>
Group I	2,794	2,990	3,199	3,391	3,594
Group II(85%)	2,375	2,541	2,719	2,882	3,055
 <b><u>Assistant Salaries</u></b>					
Group I(75%)	2,096	2,242	2,399	2,543	2,696
Group II(75%)	1,781	1,906	2,039	2,162	2,291
 <b><u>JV Salaries</u></b>					
Group I(70%)	1,956	2,093	2,239	2,374	2,516
Group II(70%)	1,662	1,779	1,903	2,018	2,139
 <b><u>J.H. Salaries</u></b>					
Group I(40%)	1,118	1,196	1,280	1,356	1,438
Group II(34%)	807	864	924	980	1039
 <b><u>Cheerleading</u></b>					
Football(54%)	1,282	1,372	1,468	1,556	1,650
Basketball-Var.(60%)	1,425	1,525	1,631	1,729	1,833
Basketball-JV(80% of V) (% of Group 2 Varsity)	1,140	1,220	1,305	1,383	1,466

Athletic Director                    3,935

Group I - Basketball, Football, Swimming, Wrestling, Junior High Sport (except swimming)

Group II - Baseball, Cross Country, Soccer, Softball, Tennis, Track, Volleyball, Junior High Swimming

Step 1 - First year of coaching

Step 2 - Second and third year of coaching the same sport.

Step 3 - Fourth and fifth year of coaching the same sport.

Step 4 - Sixth and seventh year of coaching the same sport.

Step 5 - Eighth year and above of coaching the same sport.

All prior coaching experience from other schools will be negotiated with the Chief School Administrator and the Athletic Director.

The will be an additional \$200.00 added to the above salary for all coaches who coach a second sport.

**APPENDIX "C"**  
**Athletic Salaries**  
**2001-02**

<b><u>Varsity Salaries</u></b>	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>	<b><u>Step 4</u></b>	<b><u>Step 5</u></b>
Group I	2,934	3,139	3,359	3,561	3,774
Group II(85%)	2,494	2,668	2,855	3,027	3,208
 <b><u>Assistant Salaries</u></b>					
Group I(75%)	2,201	2,355	2,519	2,671	2,831
Group II(75%)	1,870	2,001	2,141	2,270	2,406
 <b><u>JV Salaries</u></b>					
Group I(70%)	2,054	2,198	2,351	2,492	2,642
Group II(70%)	1,746	1,868	1,999	2,119	2,246
 <b><u>J.H. Salaries</u></b>					
Group I(40%)	1,174	1,256	1,344	1,424	1,510
Group II(34%)	848	907	971	1029	1091
 <b><u>Cheerleading</u></b>					
Football(54%)	1,347	1,441	1,542	1,634	1,732
Basketball-Var.(60%)	1,496	1,601	1,713	1,816	1,925
Basketball-JV(80% of V)	1,197	1,281	1,371	1,453	1,540
(% of Group 2 Varsity)					

Athletic Director 4,053

Group I - Basketball, Football, Swimming, Wrestling, Junior High Sport (except swimming)

Group II - Baseball, Cross Country, Soccer, Softball, Tennis, Track, Volleyball, Junior High Swimming

Step 1 - First year of coaching

Step 2 - Second and third year of coaching the same sport.

Step 3 - Fourth and fifth year of coaching the same sport.

Step 4 - Sixth and seventh year of coaching the same sport.

Step 5 - Eighth year and above of coaching the same sport.

All prior coaching experience from other schools will be negotiated with the Chief School Administrator and the Athletic Director.

The will be an additional \$200.00 added to the above salary for all coaches who coach a second sport

**APPENDIX "C"  
Athletic Salaries  
2002-03**

<b><u>Varsity Salaries</u></b>	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>	<b><u>Step 4</u></b>	<b><u>Step 5</u></b>
Group I	3,110	3,328	3,561	3,774	4,001
Group II(85%)	2,644	2,829	3,027	3,208	3,401
 <b><u>Assistant Salaries</u></b>					
Group I(75%)	2,333	2,496	2,670	2,831	3,001
Group II(75%)	1,983	2,121	2,270	2,406	2,550
 <b><u>JV Salaries</u></b>					
Group I(70%)	2,177	2,329	2,492	2,642	2,801
Group II(70%)	1,850	1,980	2,119	2,246	2,380
 <b><u>J.H. Salaries</u></b>					
Group I(40%)	1,244	1,331	1,424	1,510	1,600
Group II(34%)	899	962	1029	1091	1156
 <b><u>Cheerleading</u></b>					
Football(54%)	1,427	1,527	1,634	1,732	1,836
Basketball-Var.(60%)	1,586	1,697	1,816	1,925	2,040
Basketball-JV(80% of V) (% of Group 2 Varsity)	1,269	1,358	1,453	1,540	1,632

Athletic Director 4,175

Group I - Basketball, Football, Swimming, Wrestling, Junior High Sport (except swimming)

Group II - Baseball, Cross Country, Soccer, Softball, Tennis, Track, Volleyball, Junior High Swimming

Step 1 - First year of coaching

Step 2 - Second and third year of coaching the same sport.

Step 3 - Fourth and fifth year of coaching the same sport.

Step 4 - Sixth and seventh year of coaching the same sport.

Step 5 - Eighth year and above of coaching the same sport.

All prior coaching experience from other schools will be negotiated with the Chief School Administrator and the Athletic Director.

The will be an additional \$200.00 added to the above salary for all coaches who coach a second sport.

**APPENDIX "D"**  
**Non-Athletic Extra Curricular Salaries**

<u>Position/Year</u>	<u>2000-01</u>	<u>2001-02</u>	<u>2002-03</u>
Art Club	779	802	826
Color Guard	881	907	935
Environmental Awareness	779	802	826
Foreign Language	881	907	935
Kroy (6 issues)	1,022	1,053	1,084
Library Club	779	802	826
Lifeguard Training	600	618	637
Math Club - Secondary-2 Positions Pay Split	800	824	849
Math Club - Junior High-2 Positions Pay Split	400	412	424
Math Club - Elementary-Pay Per Positions(2)	400	412	424
Musical-Director	1,552	1,599	1,647
Musical-Set Design	500	515	530
Musical-Costume Coordinator	250	258	265
National Jr. Honor Society	400	412	424
National Honor Society	482	496	511
Odyssey of the Mind:		-	-
Problem at Local Level - 10 positions	479	493	508
Problem at Regional/State Level	342	352	363
Problem at National Level	684	705	726
Science Club	779	802	826
Senior Play	1,552	1,599	1,647
Ski Club	1,233	1,270	1,308
Ski Club Assistant	400	412	424
Varsity Club	779	802	826
Yearbook Business & Pictures	1,477	1,521	1,567
Yearbook Proof & Layout	1,477	1,521	1,567
Class Advisors:			
Freshman year	493	508	523
Sophomore Year	562	579	596
Junior Year	636	655	675
Senior Year	779	802	826
Totals	22,177	22,842	23,528

Beginning with the Class of 1991, there will be two class advisors. An advisor who continues with the same class shall have the step increased by \$100.00 for each successive year. In the event the senior trip is discontinued, payment for class advisorship shall be renegotiated.

# YORK CENTRAL SCHOOL

P.O. Box 102 - 2578 Genesee Street

Retsof, New York 14539-0102

Thomas J. Manko, Superintendent  
716-243-1730

Fax 716-243-5269

Marie C. Blum, Elementary Principal  
716-243-3400

Howard A. Forsythe, Business Manager  
716-243-1730

Joseph D. Scanlan, High School Principal  
716-243-2990

## Memorandum of Understanding York Teachers' Association and York Central School District

It is agreed that:

1. A Mentoring Policy (attached) will be approved by the Board of Education by December 1, 2000.
2. The approved policy will include language that mentoring is an applied for position, not an assigned one.
3. A Board of Education committee will meet with a Teachers' Association committee to negotiate stipends for the mentor position(s) by December 10, 2000.
4. The mentoring application process will begin by February 1, 2001.

Signatures:

Karen Kelley  
Karen Kelley, York Teachers' Association

Date: August 19, 2000

Douglas Higgins  
Douglas Higgins, York Teachers' Association

Date: August 29, 2000

Mauro Montemarano  
Mauro Montemarano, York Central School  
Board of Education

Date: August 29, 2000

Attachment

## **MENTORING POLICY**

### **I. Rationale**

In a recent needs survey among York Central School professionals, mentoring was at the top of the list. Additionally, this need is substantiated by current research that shows an extremely high teacher attrition rate. Of those who begin teaching, approximately one in five leaves the classroom in three years; fully half the college graduates who prepare for teacher careers have not entered a K-12 public school four years later; top undergraduates (as indicated by college entrance exams) are less likely to become public school teachers and more likely to quit if they do.

Mentoring programs emphasize "the transition from teacher to teacher educator" (DeBolt, xiv). Not only does the mentee benefit, but the mentor also becomes more aware of his/her own decisions and teaching behavior and acquires new skills and knowledge, while experiencing a revitalization.

The Board of Regents currently has a proposal which mandates mentoring effective with the 2004-2005 school year. In the Board's words, "Mentoring must be coordinated and appropriately planned in order to be effective. For this reason, the Regents requests funding to phase in mentoring beginning with the 2001-2002 school year." (Teaching Reform – Mentoring New Teachers) The Board further states that studies show a 20-30 percent improvement in teacher retention rates for mentored versus non-mentored teachers; teachers have greater confidence in their skills; teachers exhibit enhanced maturation; and teachers focus on student learning much sooner. This supports other data which show that teacher expertise is the single most important factor in determining student achievement.

### **II. Mission Statement**

Mentoring will support and foster ongoing development of beginning teachers (i.e., new to teaching) by providing them an opportunity to collaborate with colleagues concerning strategies, practices, and professional development in classroom procedures which will promote optimum student achievement.



**III. Goals and Objectives of Mentoring**

- \* To improve student learning
- \* To improve teacher performance
- \* To increase retention of promising beginning teachers
- \* To promote the personal and professional well-being of beginning teachers
- \* To integrate beginning teachers into the culture of our school, district, and community
- \* To provide beginning teachers with analysis and reflection of their teaching by and with veteran support teachers
- \* To provide continuous and ongoing professional development for beginning teachers which is aligned with New York State and national standards
- \* To increase collegiality among beginning teachers and their professional colleagues
- \* To encourage risk-taking among educators
- \* To increase the regard for teaching as a profession
- \* To develop teacher confidence and identity in beginning teachers in which "...one's competence, performance, and effectiveness are woven into the image of self-as-teacher..." (DeBolt, 24)

**IV. The Mentoring Committee**

One elementary and one high school teacher will be chosen by their membership. In addition, the Pupil Personnel Services Director, the High School Principal, and the Elementary Principal will be members of this committee.

**V. Duties of the Mentoring Committee**

This committee will determine the selection process and voting procedures. The Committee's duties are as follow:

- \* Provide mentor job descriptions/responsibilities to mentors
- \* Provide mentee roles and description of mentor responsibilities to mentee
- \* Select potential mentors and recommend to the Superintendent who will forward names to the Board of Education for approval
- \* Provide in-service training for mentors
- \* Conduct ten week round table discussions with mentor groups to evaluate the program
- \* Dispense evaluation checklists to be completed anonymously by mentees every ten weeks
- \* Conduct annual evaluation of the mentor program
- \* Extend mentorships as needed
- \* The Committee may invite people to apply.
- \* Observe mentor applicants as part of the mentor application process as deemed appropriate by the Committee

**VI. Qualifications of Mentor Applicants**

Applicants must:

- \* Applicant must have taught at least three (3) years at York and/or be tenured
- \* Be permanently certified
- \* Be recommended by two of their peers
- \* Be models of continuous learning
- \* Present a positive, optimistic outlook
- \* Maintain a professional decorum
- \* Have demonstrated an ability to work cooperatively and effectively with other professional and support staff members
- \* Be dependable

**VII. Interview Process**

- \* Complete a written application
- \* Interview for the position
- \* Applicants may be observed by Committee members as deemed appropriate by the Committee

**VIII. Term of Mentorship**

All mentors shall receive mentor training prior to a mentee assignment and annually thereafter and serve a minimum of one year for one or more beginning teachers as determined by the Committee in consultation with the Superintendent. The Committee may extend this term if appropriate.

Should no one from current staff come forward to serve as a mentor, the District may recruit mentors from outside the District at the District's discretion.

Mentor-mentee partnerships can be changed by the Mentoring Committee if the need arises.

**IX. Responsibilities of Mentors**

A mentor will assist a mentee in the cognitive/instructive area as follows:

- \* Beginning of the year routines
- \* Illness/substitute plans
- \* Student files
- \* Curriculum
- \* Daily planning
- \* Long range planning
- \* Classroom management
- \* Student evaluation (5 week reports, report cards, parent conferences, testing)
- \* Collaborate on mentee goals
- \* Observe mentee lessons and maintain a written log of same
- \* Give feedback to mentee which will validate the positive efforts and help to remediate the needs as illustrated by the lessons
- \* Model a lesson(s) for the mentee
- \* End-of-year procedures
- \* Other relevant responsibilities that arise will be referred to the Mentoring Committee
- \* Note: No information shared between the mentor and mentee will be used in the evaluation process. "Mentors assist; they do not assess."

**X. Mentor Stipends**

A stipend for mentors will be negotiated with the Teachers' Association.

**XI. Mentor Assignments**

It is recommended that when feasible, elementary mentors be from the same grade level/area (primary/intermediate) as their mentees, and that secondary mentors be from the same department/grade level as their mentees.

**XII. Release Time**

For beginning (first year of teaching) mentees, mentors will receive a minimum of release time that is equivalent to one-half day, two times per month. The mentee should minimally receive the equivalent of one class period to observe his/her mentor twice each semester.

The Mentoring Committee can recommend increases or decreases in mentoring time at each ten week review.

Additional release time will be given for training/seminars as needed.

First Reading: September 27, 2000  
Second Reading and Approval: October 10, 2000

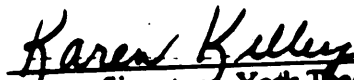
Memorandum of Understanding  
York Teachers' Association and York Central School District

May 11, 2000

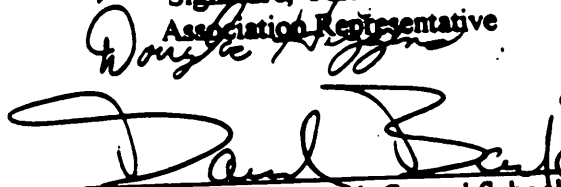
The Association and District will work together in the Elementary School Building during the 2000-2001 school year to ensure within reason that the two, daily planning periods per teacher are as duty-free as possible. The Elementary Principal, Pupil Personnel Services Director, and Staff will cooperatively work toward this goal while meeting the needs of our children and providing opportunities for all professionals to fulfill their professional responsibilities.

If by May 1, 2001, the Association believes that despite good intentions, this goal was not successfully implemented, the Association may reopen this issue and this issue only as a negotiations item within the parameters of the contract that begins July 1, 2000 by giving written notice to the Superintendent of Schools on or before May 1, 2001. Before such action is taken, evidence must be presented that such concerns were shared with the Building Principal and/or Pupil Personnel Services Director with ample opportunity for them to respond and attempt to resolve.

If this goal is met during the first year of the contract that begins July 1, 2000, then the same process as outlined in this memorandum will apply for each ensuing year of that contract except for the last year of that contract. If during the last year of this contract the Association believes that the goal was not achieved, a remedy may be sought through the normal negotiation process as part of the discussion for a successor contract.

  
\_\_\_\_\_  
Signature, York Teachers'  
Association Representative

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature, York Central School  
District Representative

  
\_\_\_\_\_  
Date