

## RESOLUTION

WHEREAS the negotiating teams for the Yorktown Central School District (“the District”) and the Yorktown Congress of Teachers, (“the YCT”), executed a Memorandum of Agreement dated March 21, 2011, for a two-year successor Collectively Negotiated Agreement to the one that expired on August 31, 2010; and

WHEREAS the Board is required by law to approve the expenditure of additional monies required to fund the provisions of the Collectively Negotiated Agreement;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby ratifies the Memorandum of Agreement between the District and the YCT covering the period from September 1, 2010 through August 31, 2012 and authorizes the funding of those monies necessary to implement the provisions of the 2010-2012 Collectively Negotiated Agreement. The Memorandum of Agreement shall be incorporated by reference within the minutes of this meeting.

## MEMORANDUM OF AGREEMENT

**BY AND BETWEEN THE SUPERINTENDENT OF SCHOOLS AND BOARD OF EDUCATION OF THE YORKTOWN CENTRAL SCHOOL DISTRICT**, hereinafter referred to as “The District” and **THE YORKTOWN CONGRESS OF TEACHERS**, hereinafter referred to as “The YCT”;

**WHEREBY**, the District and the YCT agree to revive and incorporate the provisions of the Collectively Negotiated Agreement between them that expired on August 31, 2010 into a two year successor agreement effective September 1, 2010 and terminating on August 31, 2012, except as modified by the following provisions:

1. Article VI (A) – **Employee Health Insurance Premium Contributions** – Effective July 1, 2011, increase the health insurance premium contribution for active employees in the bargaining unit to 8% for individual and family health insurance in the Putnam Northern Westchester Health Insurance Plan (“The Plan”), which became effective July 1, 1992 or in an HMO. If the cost difference of the HMO is higher than the cost of the plan, then the Teacher must pay the difference (at page 7).
2. Article VI(B) - **Welfare Insurance Fund** - Increase the District’s per capita, per annum contribution towards the fund by \$25.00 effective September 1, 2010 and by \$25.00 effective July 1, 2011 (at page 7).
3. Article IX(A) - **Work Week** - The parties shall form a committee comprised of at least two members of administration and two members of the YCT, but an equal number of members from the administration and the YCT to negotiate and resolve any differences in their proposals regarding the work day for the purpose of specifically stating the status quo of the workday at the elementary, middle school

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and high school levels. Should the parties be unable to reach agreement on this issue by June 30, 2011, Mediator Louis Patack shall meet with the parties and attempt to reconcile their language differences and shall continue the mediation process until the parties are able to reach agreement. The parties intend this work day language, when finalized, to replace the current references to the 1967-68 Work day terms that are presently referenced in the parties' current agreement.

4. Article VI(C) - **Health Insurance Buy-Out** - Add language that states as follows:

“Effective July 1, 2011, the Board will compensate the teacher at the rate of 30% of the amount of savings accrued to the Board or \$5,000.00, whichever is less, for those teachers who choose not to have the health insurance coverage provided in Section A above, or to have reduced health insurance coverage.” (At page 7.)

5. Article V(A) - **Teacher Salary Schedules** - Modify the provision to refer to teacher salary schedules for the 2010-2011 and 2011-2012 school years. The salary schedule for the 2010-2011 school year shall be the same as the salary schedule for the 2009-2010 school year and the teachers' salary schedule for the 2011-2012 school year shall be based upon an increase at each step of the 2009-2010/2010-2011 salary schedule of 1.9% effective September 1, 2011. Further, effective September 1, 2011, the teachers' salary schedule shall change such that the reference to 10 such credits shall be increased to 15 such credits with the schedule displaying lanes for 15, 30, 45 and 60 credits beyond the Bachelor's Degree and the Master's Degree. The teachers' salary schedule shall further state that while credits may be accumulated on a credit by credit basis without limitation in any school year, such credits shall only be recognized for compensation upon acquisition of a lane. Additionally, there may only be one

lane change recognized for compensation purposes each school year. The salary schedule will also state that the dates for requesting salary advancement shall occur twice annually, on October 1<sup>st</sup> to take effect September 1<sup>st</sup> and February 1<sup>st</sup> to take effect and January 1<sup>st</sup>. Any requests for salary advancement received after February 1<sup>st</sup> will not be considered in that school year. Language shall also be added indicating that the District may hire new members of the bargaining unit at any step of the salary schedule at the time of hire; provided, however, that a teacher previously employed in the District, upon rehire, may have all of his or her previous years of service in the District credited towards salary schedule placement.

6. Effective September 1, 2011, stipends for extra-curricular, co-curricular, interscholastic athletics coaches, longevities and the per-credit hour rate shall be increased by 1.9% to correspond with the increase in percentage to the teachers' salary schedule.
7. Article VI(A) – **Part-Time Employee Health Insurance Premium Contributions** – Modify to provide that the District's contribution level toward part-time unit members shall be changed effective upon ratification of the Agreement to a 20% contribution per each .2 segment of assignment with a maximum district obligation of 80% for a .8 unit member (at page 6).
8. **APPR NEGOTIATIONS** - The parties acknowledge that pursuant to the provisions of Education Law Section 3012-c, they are under a duty to negotiate certain terms and conditions of employment regarding the Annual Professional Performance Review for certain teachers for school years commencing with the 2011-12 school year. Accordingly, the parties agree that such negotiations remain open subjects of bargaining that will be negotiated following the ratification of the terms of this Memorandum of Agreement. This provision of the Memorandum of Agreement shall

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survive the execution of the parties 2010-11 through 2011-12 Agreement.

**9. Article XIII- Relief from Non- Teaching Duties-** The parties agree to put back the language that was formerly paragraph 4 in this Article regarding “relief from Cafeteria Duty”, which was contained in the 2004- 2006 Agreement, and which was inadvertently omitted from the 2006-2010 Agreement, and to update such language with date references for 2010- 2011 and 2011-2012.

**SO AGREED THIS 21st DAY OF MARCH, 2011, SUBJECT TO RATIFICATION  
BY THE RESPECTIVE CONSTITUENCIES.**

**THE DISTRICT**

BY: 

**THE YCT**

BY: 