

THIS AGREEMENT made the _____ day of _____, 2020
by and between

YONKERS PUBLIC SCHOOLS, acting by and through its Board of Education,
a school district established pursuant to New York Education Law, having an
office and place of business at One Larkin Center, Yonkers, New York 10701
(hereafter the "School District")

and

CSEA LOCAL 860, having an office and principal place of business at 595 West
Hartsdale Avenue, Suite 100, White Plains, NY 10607:

WHEREAS, Lionel Turner (the "Member") is employed by the School District;
and

WHEREAS, the Member will be appointed as CSEA Local 860 President
effective August 4, 2020 and in that role, he desires to have full union release time from
his regular duties at the School District to perform his union duties; and

WHEREAS, the School District and CSEA desire to reach an agreement wherein
the Member will have full union release time and CSEA Local 860 will reimburse the
School District for all related costs of the Member's employment with the School District
subject to the terms and conditions specified herein.

FIRST: The Member is employed in the position of Head Custodian. The School
District shall provide CSEA Local 860 with a quarterly statement showing all salary and
benefits provided to Member. Such employment shall be in accordance with New York
Civil Service Law.

SECOND: CSEA Local 860 shall reimburse the School District on a quarterly
basis for the entire cost of salary and benefits provided by the School District to Member,
for as long as the Member is the CSEA Local 860 President.

THIRD: The term of this Agreement shall commence on August 4, 2020 when the Member becomes the CSEA local 860 President and shall continue for as long as the Member is employed by the School District and is the CSEA Local 860 President.

FOURTH: In the event this agreement terminates pursuant to paragraph **THIRD**, CSEA Local 860 shall pay the School District the amount owed prior to the effective date of termination.

In the event of a dispute as to the amount owed by CSEA Local 860 prior to the date of termination, it is understood and agreed that the Commissioner of Human Resources for the City of Yonkers or his duly authorized designee shall determine the amount. CSEA Local 860 shall accept such reasonable and good faith determination as final.

FIFTH: CSEA Local 860 agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the sole negligence of the School District, CSEA Local 860 shall indemnify and hold harmless the School District, its officers, employees, agents, and elected officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the CSEA Local 860 or third parties under the direction or control of the CSEA Local 860; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement, including those asserted by the Member, and to bear all other costs and expenses related thereto; except any action brought to enforce this Agreement by the Member and/or CSEA; and

(c) in the event the CSEA Local 860 does not provide the above defense and indemnification to the School District, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the CSEA Local 860 shall reimburse the School District's reasonable attorney's fees incurred

in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

SIXTH: Failure of the School District to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect. Acceptance by the School District of any work or the payment of any fee or reimbursement due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the School District of any provision hereof shall be implied.

SEVENTH: All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by registered or certified mail postage pre-paid), as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To the School District:

Superintendent of Schools
One Larkin Center
Fourth Floor
Yonkers, New York 10701

with a copy to:

Yonkers Corporation Counsel
Yonkers City Hall
40 S. Broadway, #300
Yonkers, New York 10701

To CSEA:

CSEA Local 860
595 West Hartsdale Avenue, Suite 100
White Plains, NY 10607

EIGHTH: This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

In the event of any conflict between the terms of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the parties.

NINTH: Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Agreement, except in the event that specific third party rights are expressly granted herein.

TENTH: This Agreement shall be executed in triplicate and may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Westchester.

ELEVENTH: If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

TWELFTH: This Agreement shall not be enforceable until signed by both parties and approved by the Board of Education.

IN WITNESS WHEREOF, The Yonkers Public Schools and CSEA Local 860 have caused this Agreement to be executed.

YONKERS PUBLIC SCHOOLS


By: _____
Dr. Edwin M. Quezada
Superintendent

By: _____
Rev. Steve Lopez
President

CSEA LOCAL 860

By: _____
Name:
Title:

APPROVED AS TO FORM



Matthew I. Gallagher
Corporation Counsel