



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: **South Orangetown Central School District and Education Association of South Orangetown (2002)**

Employer Name: **South Orangetown Central School District**

Union: **Education Association of South Orangetown**

Local:

Effective Date: **07/01/02**

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

PERB ID Number: **6235**

Unit Size: **304**

Number of Pages: **84**

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/>

TA  
6235

**AGREEMENT**

**between the**

**BOARD OF EDUCATION**

**SOUTH ORANGETOWN CENTRAL SCHOOL DISTRICT**

**and the**

**EDUCATION ASSOCIATION OF SOUTH ORANGETOWN**

**July 1, 2002 – June 30, 2006**

**RECEIVED**

JAN 24 2005

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

304



## **AGREEMENT**

This is an Agreement between the South Orangetown Central School District, Rockland County, New York (herein called "District") and the Education Association of South Orangetown (herein called "EASO").

## **PREAMBLE**

The relationship between the District and Administrators of the School District, EASO and the individual Teachers of the District transcends considerations of "terms and conditions of employment." As a description and recognition of those relationships, the District and EASO adopt the Joint Code of Ethics developed jointly by the New York State School Boards Association and the New York State Teachers' Association, which appears as Article XXII, and the official interpretations of that Code. EASO and the District will consider all complaints and charges referred to it by the other. This Agreement is entered into in order to effect the provisions of Chapter 392 of the Laws of 1967 (The Public Employees' Fair Employment Act), to encourage and increase effective and harmonious working relationships between the District and EASO and to enable the teachers more fully to participate in and contribute to the development of personnel policies and educational programs for the School District so that the cause of public education may best be served in South Orangetown.



## TABLE OF CONTENTS

<b>ARTICLE</b>	<b>TITLE</b>	<b>PAGE</b>
I	Unit Determination	4
	Dues Deduction	4
II	General Provisions	5
III	Association Rights and Responsibilities	6-7
IV	Fringe Benefits	8-11
V	Salary Provisions	12-18
VI	Compensation – Extra Pay	19-25
VII	Teaching Year, Day, Hours	25-27
VIII	Teaching Load and Assignment	27-30
IX	Teacher Transfer	30-31
X	Summer School	31-32
XI	Teaching Conditions	32-33
XII	Supportive Personnel	33-34
XIII	Leaves of Absence	34-37
XIV	Observation and Evaluation	38-41
XV	Staff / Administration Committees	41-42
XVI	Grievance Procedures	42-44
XVII	Negotiation Procedures	44
XVIII	Corporal Punishment and Teacher Protection	45-46
XIX	Academic Freedom	46
XX	Board of Education – EASO Cooperative Action	46-48
XXI	Reduction in Force	48-49
XXII	Teacher Assistants	50-51
XXIII	Joint Code of Ethics	51-53
XXIV	Miscellaneous – District and EASO to discuss	53
XXV	Duration – signatures	54
	Appendix One- Classroom Observation	
	Appendix Two – Summative Review	
	Appendix Three – Report of Classroom Visit	
	Appendix Four – Professional Growth Proposal	
	Appendix Five – Professional Growth Plan Summary	



# **ARTICLE I**

## **UNIT DETERMINATION, DUES DEDUCTION.**

### **A. UNIT DETERMINATION**

The District recognizes EASO as the exclusive representative for the purpose of collective negotiations of all classroom teachers, art teachers, music teachers, school nurse-teachers, guidance counselors, psychologists, speech therapists, librarians, department chairpersons, teacher assistants and all certified and professional personnel or uncertified personnel, if any, in positions normally requiring certification by the New York State Education Department, but excluding the superintendent, assistant superintendents, principals, assistant principals, district-wide directors, substitute teachers, and all personnel in positions not requiring certification by the New York State Education Department. Notwithstanding the termination clauses of this Agreement, this exclusive recognition shall continue pursuant to the Taylor Law. The term "teacher" in this Agreement means each member of the negotiating unit as herein described.

### **B. DUES DEDUCTION**

Union dues, as certified by the President of the Union to the Board, shall be deducted in eighteen (18) equal consecutive installments beginning with the first pay period in October and in accordance with the authorization and forwarded to EASO.

An employee may revoke his/her dues by written notice to the Board and the Union at least thirty (30) days before the effective date of such revocation. However, the employee shall be required to pay an agency fee to the Union for those services that the union is required to provide. The agency fee shall be the same amount, and payable at the same time and in the same manner as the dues of union members. The union affirms that it has adopted procedures for refunds of agency fee deductions as required by law.

Upon presentation of appropriate forms, contributions to Vote/Cope will be deducted in two payments. These deductions will take place in October.

## **ARTICLE II GENERAL PROVISIONS**

- A. This Agreement shall constitute the full and complete commitments between the District and EASO and may be altered, changed, added to, deleted from, or modified only through the mutual consent of the officially designated negotiating teams as stipulated in ARTICLE XVII SECTIONS B and C, upon written notice of the desire to change.
  
- B. The Agreement shall supersede any policy, rule, regulation or practice of the District, which shall be contrary to or inconsistent with its terms.
  
- C. Any individual arrangement, agreement, or contract between the District and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement, and any individual arrangement, agreement, or contract hereafter executed, shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If any individual arrangement, agreement, or contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
  
- D. If any problem arises during the term of this Agreement which either of the parties contend is not embraced within the written terms hereof, the superintendent of schools or the president of EASO shall arrange a meeting of the officially designated negotiating teams as stipulated in ARTICLE XVII, SECTIONS B and C, to discuss a solution of such problem, or an amendment to this Agreement. Both parties shall make every effort to resolve this problem.
  
- E. If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to the law, then the parties mutually agree to renegotiate the specific item found contrary to law.

## **ARTICLE III**

### **ASSOCIATION RIGHTS AND RESPONSIBILITIES**

- A. EASO will be provided with one complete and up-to-date copy of the Board's policies, rules and regulations, including any changes or amendments thereto. In addition, one such copy shall be maintained up-to-date in each school of the District, which shall be available to the teachers.
- B. The superintendent will make available to EASO identical information for Board meetings as is made available to the public. In addition, approved minutes of regular and special Board meetings will be made available to EASO. EASO will make available to the superintendent and the building administrators, copies of its newsletters and bulletins, in order that the free exchange of ideas and information may lead to understanding and cooperative effort.
- C. The District will make available to EASO a copy of the proposed budget and other statements and reports normally issued to the taxpayers of the district, a copy of Form SBM-1 (Annual School Budget) filed with the State Education Department after the adoption of the Budget, and a copy of the annual financial report (an analysis report prepared for local District use). A copy of the annual financial report (Form ST-3) and a copy of the annual local audit will be available in the business office, and these documents may be examined there. It is understood that EASO may make copies of any items contained in these two documents at no expense to the District.
- D. EASO shall have the right to post notices of its activities and matters of EASO's concern on teachers' bulletin boards, at least one of which shall be provided in each school building. EASO shall have the right to use the district carrier service and teacher mailboxes for communication purposes. It is expressly understood that no member of the administration will assume responsibility for the posting or distribution of EASO materials.
- E. EASO and its representatives shall have the right to transact official EASO business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. No EASO views on matters relating to supervisor- teacher or District - EASO relationships will be discussed in the presence of students.

- F. EASO and its representatives shall have the reasonable use of school buildings for meetings. All requests for building use will be submitted in writing in accordance with existing Board policies, and on a form provided by the District.
- G. EASO may use school facilities and equipment including typewriters, computers, copy machines, other duplicators, calculating machines and all types of audio-visual equipment provided that:
  - 1. Request for use of same is arranged for in advance.
  - 2. The use is strictly to service the business of EASO.
  - 3. The purpose is for internal business of EASO.
  - 4. Supplies, in connection with use mentioned herein, will be furnished or paid for by EASO.
  - 5. EASO will reimburse the district for any loss due to damage.
  - 6. The equipment will not be moved from its customary location without permission.
- H. The names, addresses, assignments, and salary schedule placement of newly hired teachers shall be made available to EASO following Board approval of their appointments.
- I. The expenses of reproducing copies of this Agreement shall be shared equally by both parties. EASO will distribute a copy to each member of the negotiating unit.
- J. ASSOCIATION LEAVE

The District will give time off with pay to the actual delegates to the Representative Assembly of the New York State United Teachers and Retirement System and will continue its present policies with respect to giving time off with pay to teachers to attend conferences of educational value. A total of five (5) days may be used by the official representative of EASO to attend meetings called by the New York State United Teachers in addition to the meeting of Representative Assembly. The five (5) days so used may be taken by one (1) person for five (5) days, or by persons at the discretion of the president of EASO. The Board of Education agrees to continue the payment of the EASO representatives' salary, and EASO agrees to reimburse the Board of Education for the salary of the substitutes involved for these days.

The President and Vice-president of EASO (two members) will be released from all administrative duties.

## ARTICLE IV FRINGE BENEFITS

### A. MEDICAL INSURANCE

1. The District shall provide for all unit members, upon the unit member's election, individual or family medical insurance coverage under the New York Sate Empire Plan, with enhancements. The unit members shall contribute to the cost of the premiums for such coverage through a payroll deduction, as follows:

<u>YEAR</u>	<u>DISTRICT CONTRIBUTION</u>	<u>UNIT MEMBER CONTRIBUTION</u>
2002-03	90%	10%
2003-04	85%	15%
2004-05	85%	15%
2005-06	85%	15%

A unit member may decline coverage by notifying the business office of the District, in writing, by December 15th of the school year prior to the calendar year in which benefits are to be declined. No unit member can change or revoke any of her/his elections or this salary redirection agreement at any time during the plan year unless she/he has a change in family status (including marriage, divorce, death of a spouse or child, birth or adoption of a child), termination or commencement of employment of a spouse, change in her/his or her/his spouse's employment status from full-time to part-time, or from part-time to full-time, her/his spouse or she/he taking an unpaid leave of absence, or a substantial change in her/his employer sponsored family's health coverage. In December of each school year the unit member will have the opportunity to change their benefit election for the following Plan year.

Each year that a unit member does not take advantage of the medical insurance, they will receive a payment of \$1600.00. Payment will be in two installments during the year of declination; the first payment in June and the second in December, during the calendar year in which said unit member does not wish to take advantage of the medical insurance.

2. Upon filing for retirement with the New York State Teachers' Retirement System, with at least twenty (20) years of services in SOCSO, the unit member will receive 100% employer- medical insurance. With less than 20 years of service upon retirement, the unit member will continue to contribute at the same percentage as the last year of active employment.
3. Spouses employed by South Orangetown may not select two (2) separate family medical coverages. One spouse may elect family coverage; the other spouse will have the option of individual coverage or the buy-out.
4. Unit members who are employed a minimum of 0.50 FTE shall be entitled to receive medical benefits. Unit members who are employed less than 0.50 FTE will not be entitled to receive medical benefits.

**B. DENTAL INSURANCE**

1. The District shall provide dental insurance for all unit members, upon the unit member's election in accordance with the plan currently in effect. The unit members shall contribute to the cost of the premiums for such coverage through a payroll deduction, as follows:

	DISTRICT	UNIT MEMBER
<u>YEAR</u>	<u>CONTRIBUTION</u>	<u>CONTRIBUTION</u>
2002-03	90%	10%
2003-04	85%	15%
2004-05	85%	15%
2005-06	85%	15%

A unit member may decline coverage by notifying the business office of the District, in writing, by December 15th of the school year prior to the calendar year that benefits are to be declined. No unit member can change or revoke any of her/his elections or this salary redirection agreement at any time during the plan year unless she/he has a change in family status (including marriage, divorce, death of a spouse or child, birth or adoption of a child), termination or commencement of employment of a spouse, change in her/his or her/his spouse's employment status from full-time to part-time or from part-time to full-time, or a substantial change in her/his or her/his spouse's family's dental coverage due to a change in her/his or her/his spouse's employer-sponsored dental coverage.

In December of each school year the unit member will have the opportunity to change their benefit election for the following plan year. Each year that a unit member does not take advantage of the dental insurance, they will receive a payment of \$400.00. Payment will be in two installments during the year of declination; the first payment in June and the second in December, during the calendar year in which said a unit member does not wish to take advantage of the dental insurance.

2. Spouses employed by South Orangetown may not select two (2) separate family medical coverages. One spouse may elect family coverage; the other spouse will have the option of individual coverage or the buy-out.
3. Unit members who are employed a minimum of 0.50 FTE shall be entitled to receive dental benefits. Unit members who are employed less that 0.50 FTE will not be entitled to receive dental benefits.

C. EXCESS MAJOR MEDICAL INSURANCE

1. The District shall provide each unit member with an excess major medical policy according to the coverage current in effect. The unit members shall contribute to the cost of the premiums for such coverage through a payroll deduction, as follows:

<u>YEAR</u>	<u>DISTRICT CONTRIBUTION</u>	<u>UNIT MEMBER CONTRIBUTION</u>
2002-03	90%	10%
2003-04	85%	15%
2004-05	85%	15%
2005-06	85%	15%

A unit member may decline coverage by notifying the business office of the District, in writing, forty-five (45) days prior to the effective date of the cancellation of coverage, such date to be determined by the policy provisions or rules of the carrier.

2. Spouses employed by South Orangetown may not select two separate family medical coverages. One spouse may elect family coverage and the other spouse will have the option of individual coverage or the buy-out.
3. Unit member who are employed a minimum of 0.50 FTE shall be entitled to receive excess major medical benefits. Unit members who are employed less that 0.50 FTE will not be entitled to receive excess

major medical benefits.

Any unit member who declines coverage shall have the right to enroll at the earliest date determined by the policy provisions or rules of the carrier.

D. EASO and the District will set up a joint committee to study health insurance carriers. This committee will investigate offering health insurance carriers in addition to the New York State Empire Plan. If carriers in addition to the New York State Empire Plan are available, unit members will have a choice of carrier.

E. **BENEFIT FUND**

A benefit fund shall be established by EASO and shall be administered by EASO in accordance with the rules of the Department of Labor and the State Education Department. Effective July 1, 2002, the District shall pay to EASO as follows:

2002-03	\$430
2003-04	\$480
2004-05	\$530
2005-06	\$580

times the total full time equivalent members of the bargaining unit employed by the District as of November 1 of each school year.

The District shall pay one quarter of the amount due on November 1 and the balance on or before January 1 of each school year. The benefit fund shall be administered by EASO to provide benefits for the members of the bargaining unit. The District and EASO hereby agree to explore the possibility of including dental, life and/or excess major medical insurance coverages in the benefit fund.

## **ARTICLE V**

### **SALARY PROVISIONS**

#### **A. SCHEDULES**

Teachers will be paid salaries in accordance with the schedules and provisions attached hereto and hereby made a part thereof except as hereinafter provided.

Schedule A. Bachelor's degree or permanent certification

Schedule C. Bachelor's degree plus 30 approved hours

Schedule D. Master's degree or Bachelor's degree plus 45 approved hours

Schedule F. Master's degree plus 30 approved college graduate hours

Schedule G. Master's degree plus 45 approved college graduate hours

Schedule H. Master's degree plus 60 approved college graduate hours

Schedule I. Doctoral degree

Any teacher currently on Schedule B (B.A.+15) or Schedule E (B.A.+60, M.A.+15) in the contract effective July 1, 1977 through June 30, 1980 will remain on said schedule for compensation purposes.

#### **B. APPROVED STUDY**

1. "Approved study" is defined as work of such nature and quality as shall be approved by the Superintendent of Schools or the Board of Education using the following guidelines:
  - a. Graduate work in the area of teacher's specialization or certification.
  - b. Graduate work in general education.
  - c. Graduate work directed toward advancement in the educational profession or change in area of specialization.
  - d. Participation in professional workshops initiated by this school district.
  - e. In-Service (see ARTICLE XX D )
2. Each teacher is responsible for establishing and maintaining her/his certification.
3. Progress on each schedule shall be as outlined in the attached salary schedule.
4. The 30 hours of approved study beyond the baccalaureate degree are hours of study which are taken in point of time after the baccalaureate degree has been earned or the 30 hours of approved study (total 60 hours) beyond and subsequent to the fifth year of preparation are hours of study which are taken and completed subsequent to the completion of the fifth year of preparation (Education Law 3103).

The MA+30 hours, as outlined by the Board of Education on May 8, 1962 effective September 1, 1962 and September 1, 1964, follow the principles established by the State Salary Law. Namely, all graduate college courses shall be given credit only if such graduate college courses were earned subsequent to the conferring of the Master's degree.

All courses earned after July 1, 1962 shall meet the policy requirements and be approved by the superintendent and be approved by the superintendent before the courses are taken. All course work completed beyond the MA+30 will also be reviewed and evaluated by the Superintendent of Schools.

Staff personnel placed on the MA+45 column will have been admitted to doctorate candidacy in an accepted institution or have planned programs, which indicate evidence of improved desirable skills which are in line with the goals of the school district. Credits beyond the degree, to be valid for scale adjustment, must be in the area of the teacher's specialization or in general education. (A science teacher will not receive credit for a course in art.) Exceptions to this rule are at the discretion of the Board of Education. Teachers must obtain prior approval of the university work that is planned in order to have that coursework be applied to the salary schedule (see also ARTICLE XX, Section D).

5. It is the teacher's responsibility to notify the superintendent's office by February 1 of any school year if she/he will be advancing on the schedule in the next school year.

C. The starting salary of a new teacher entering the employ of the school district shall be determined and approved by the Board of Education, upon the recommendation of the superintendent of schools.

#### D. TRANSCRIPTS

It shall be the responsibility of all professional personnel to submit transcripts of their baccalaureate degrees, or graduate degrees and any additional credit, to receive credit for placement upon the salary schedule. Transcripts must also accompany any request for adjustment on the scale placement beyond the degree. Transcripts must be received by October 15th and March 15th of the year a salary change will take place in order to move retroactively on the schedule. Transcripts received by October 15th will receive a retroactive salary change for the year as of the first day of the teacher's school year and transcripts received as of March 15th will receive a prorated salary change as of February 1st.

E. Members of the educational staff are responsible at all times for keeping their certification requirements current and up-to-date.

F. LONGEVITY

The District shall pay longevity increments after 15 years - (See Salary Schedules Steps 16-25). Unit members hired after July 1, 2002 will move on to longevity steps after completing fifteen (15) years of service with the District. Those unit members who have been employed with the district prior to July 1, 2002, will continue on the current schedules.

G. EXTRA-CURRICULAR STIPENDS

Payment for extra-curricular "seasonal" work and athletics will be made on the first pay following the completion of the assignment. Payment for on-going extra-curricular work will be made in two equal payments, one in January and one in June. Payment for both the categories listed above will be made in a separate accounting for tax purposes. Payment for assignments in Article VI, Section D2 will be distributed equally in each paycheck.

H. DISTRIBUTION OF PAYCHECKS

Paychecks will be made available by 11:00 a.m. on paydays. If a payday falls during a vacation, paychecks will be distributed on the last day of work. These checks will be dated the regular date.

I. SALARY PROVISIONS

Effective July 1, 2002, salaries will be increased as follows:

July 1, 2002	2%
July 1, 2003	2.5%
July 1, 2004	2.75%
July 1, 2005	2.95%

2.00%			Regular Step Placements					
Step	BA	BA+30	MA	MA+15	MA+30	MA+45	MA+60	PhD
1	37217	40915	42776	44635	46496	48355	50216	52075
2	39056	43334	45692	47679	49665	51653	53639	55626
3	40915	45751	48608	50723	52836	54949	57062	59175
4	42776	48170	51525	53765	56006	58246	60486	62727
5	44635	50587	54441	56809	59175	61628	63910	66278
6	46496	53004	57358	59853	62346	64840	67334	69827
7	48355	55423	60275	62895	65517	68137	70757	73378
8	50216	57841	63191	65939	68686	71434	74181	76928
9	52075	60258	66107	68982	71857	74731	77606	80480
10	53935	62676	69024	72025	75027	78028	81029	84030
11	55794	65093	71941	75069	78196	81325	84453	87580
12	57654	67511	74857	78112	81366	84621	87876	91131
13	57654	67511	74857	78112	81366	84621	87876	91131
14	57654	67511	74857	78112	81366	84621	87876	91131
15	57654	67511	74857	78112	81366	84621	87876	91131

Step	BA	BA+30	MA	MA+15	MA+30	MA+45	MA+60	Ph.D
16	64410	75193	83233	86791	90355	93912	97475	101034
17	64410	75193	83233	86791	90355	93912	97475	101034
18	64410	75193	83233	86791	90355	93912	97475	101034
19	65741	76529	84565	88123	91687	95245	98809	102366
20	65741	76529	84565	88123	91687	95245	98809	102366
21	65741	76529	84565	88123	91687	95245	98809	102366
22	67074	77861	85897	89456	93019	96578	100141	103699
23	67074	77861	85897	89456	93019	96578	100141	103699
24	67074	77861	85897	89456	93019	96578	100141	103699
25	68406	79193	87230	90788	94351	97914	101474	105036

Note: Effective July 1, 2002, all employees hired starting with the 2002-2003 fiscal year will only move to step 16 after completing 15 years of service with SOCS.D.

Effective July 1, 2002

SCHEDULE 2003-2004

2.50%

1.0250

Step	Regular Step Placements							
	BA	BA+30	MA	MA+15	MA+30	MA+45	MA+60	PhD
1	38147	41938	43845	45751	47658	49564	51471	53377
2	40032	44417	46834	48871	50906	52944	54980	57016
3	41938	46895	49823	51991	54157	56323	58488	60655
4	43845	49374	52813	55109	57406	59702	61998	64295
5	45751	51852	55803	58229	60655	63169	65508	67934
6	47658	54329	58792	61349	63905	66461	69018	71573
7	49564	56808	61782	64468	67155	69840	72526	75212
8	51471	59287	64771	67587	70403	73220	76035	78852
9	53377	61764	67760	70706	73653	76600	79546	82492
10	55283	64243	70750	73826	76903	79979	83055	86130
11	57189	66721	73739	76946	80151	83358	86564	89770
12	59096	69199	76728	80064	83401	86737	90073	93409
13	59096	69199	76728	80064	83401	86737	90073	93409
14	59096	69199	76728	80064	83401	86737	90073	93409
15	59096	69199	76728	80064	83401	86737	90073	93409

Step	BA	BA+30	MA	MA+15	MA+30	MA+45	MA+60	Ph.D
16	66020	77073	85314	88961	92614	96260	99912	103560
17	66020	77073	85314	88961	92614	96260	99912	103560
18	66020	77073	85314	88961	92614	96260	99912	103560
19	67385	78442	86679	90326	93979	97626	101280	104925
20	67385	78442	86679	90326	93979	97626	101280	104925
21	67385	78442	86679	90326	93979	97626	101280	104925
22	68751	79807	88045	91692	95344	98992	102644	106292
23	68751	79807	88045	91692	95344	98992	102644	106292
24	68751	79807	88045	91692	95344	98992	102644	106292
25	70116	81173	89411	93058	96710	100362	104011	107661

Note: Effective July 1, 2002, all employees hired starting with the 2002-2003 fiscal year will only move to step 16 after completing 15 years of service with SOCS.D.

Effective July 1, 2002

SCHEDULE 2004-2005

2.75%

1.0275

Step	Regular Step Placements							
	BA	BA+30	MA	MA+15	MA+30	MA+45	MA+60	PhD
1	39196	43091	45051	47009	48969	50927	52886	54845
2	41133	45638	48122	50215	52306	54400	56492	58584
3	43091	48184	51193	53420	55646	57872	60097	62323
4	45051	50732	54266	56625	58985	61344	63703	66063
5	47009	53277	57337	59830	62323	64906	67309	69803
6	48969	55823	60408	63036	65663	68289	70916	73541
7	50927	58371	63481	66240	69001	71761	74521	77281
8	52886	60918	66552	69446	72339	75233	78126	81020
9	54845	63462	69623	72651	75679	78706	81733	84761
10	56803	66010	72696	75856	79018	82178	85339	88499
11	58762	68555	75767	79062	82355	85650	88945	92238
12	60721	71101	78838	82266	85694	89122	92550	95978
13	60721	71101	78838	82266	85694	89122	92550	95978
14	60721	71101	78838	82266	85694	89122	92550	95978
15	60721	71101	78838	82266	85694	89122	92550	95978

Step	BA	BA+30	MA	MA+15	MA+30	MA+45	MA+60	Ph.D
16	67836	79193	87660	91407	95160	98907	102660	106408
17	67836	79193	87660	91407	95160	98907	102660	106408
18	67836	79193	87660	91407	95160	98907	102660	106408
19	69238	80599	89063	92810	96563	100310	104065	107811
20	69238	80599	89063	92810	96563	100310	104065	107811
21	69238	80599	89063	92810	96563	100310	104065	107811
22	70642	82002	90466	94214	97966	101714	105467	109215
23	70642	82002	90466	94214	97966	101714	105467	109215
24	70642	82002	90466	94214	97966	101714	105467	109215
25	72045	83405	91870	95617	99369	103122	106871	110622

Note: Effective July 1, 2002, all employees hired starting with the 2002-2003 fiscal year will only move to step 16 after completing 15 years of service with SOCS.D.

**Effective July 1, 2002**

**SCHEDULE 2005-2006**

2.95%

1.0295

Step	Regular Step Placements							
	BA	BA+30	MA	MA+15	MA+30	MA+45	MA+60	PhD
1	40352	44363	46380	48396	50413	52429	54447	56463
2	42347	46985	49542	51696	53849	56005	58158	60313
3	44363	49606	52704	54996	57288	59579	61870	64161
4	46380	52228	55867	58295	60725	63154	65582	68012
5	48396	54849	59029	61595	64161	66821	69295	71862
6	50413	57470	62190	64896	67600	70304	73008	75711
7	52429	60092	65353	68195	71037	73878	76719	79560
8	54447	62715	68515	71495	74473	77452	80431	83410
9	56463	65335	71677	74794	77911	81028	84144	87261
10	58479	67957	74840	78094	81349	84602	87856	91110
11	60495	70578	78002	81394	84785	88177	91569	94959
12	62512	73199	81164	84693	88222	91751	95280	98809
13	62512	73199	81164	84693	88222	91751	95280	98809
14	62512	73199	81164	84693	88222	91751	95280	98809
15	62512	73199	81164	84693	88222	91751	95280	98809

Step	BA	BA+30	MA	MA+15	MA+30	MA+45	MA+60	Ph.D
16	69837	81529	90246	94103	97968	101825	105688	109547
17	69837	81529	90246	94103	97968	101825	105688	109547
18	69837	81529	90246	94103	97968	101825	105688	109547
19	71280	82977	91690	95548	99412	103270	107135	110991
20	71280	82977	91690	95548	99412	103270	107135	110991
21	71280	82977	91690	95548	99412	103270	107135	110991
22	72726	84421	93135	96993	100856	104715	108578	112437
23	72726	84421	93135	96993	100856	104715	108578	112437
24	72726	84421	93135	96993	100856	104715	108578	112437
25	74170	85865	94580	98438	102301	106164	110024	113885

Note: Effective July 1, 2002, all employees hired starting with the 2002-2003 fiscal year will only move to step 16 after completing 15 years of service with SOCS.D.

## ARTICLE VI COMPENSATION FOR EXTRA PAY ASSIGNMENTS

- A. A teacher engaged in professional work for the District outside the regular school day in positions not covered in the remainder of this Article (i.e., curriculum revision, constructing learning packages, attendance at workshops, etc.) shall be compensated at the following rate:

	2.00%	2.50%	2.75%	2.95%
<u>Article VI</u>	<b><u>2002-03</u></b>	<b><u>2003-04</u></b>	<b><u>2004-05</u></b>	<b><u>2005-06</u></b>
Section A	30.60	31.37	32.23	33.18

### B. TUTORING

1. *Home Tutoring.* A list for home tutoring will be maintained by the Central Office. Interested teachers are encouraged to submit their names for this list. A teacher engaged in home tutoring shall be compensated at the following rate:

	2.00%	2.50%	2.75%	2.95%
<u>Article VI</u>	<b><u>2002-03</u></b>	<b><u>2003-04</u></b>	<b><u>2004-05</u></b>	<b><u>2005-06</u></b>
Section B1	40.28	41.29	42.42	43.67

2. PM School, high school and middle school compensation will be paid at the summer school rate. See Article X

### C. CHAPERONING

A teacher chaperoning or assisting an athletic event shall be compensated at the following rates:

	2.00%	2.50%	2.75%	2.95%
<u>Article VI</u>	<b><u>2002-03</u></b>	<b><u>2003-04</u></b>	<b><u>2004-05</u></b>	<b><u>2005-06</u></b>
Section C Minimum	55.56	56.95	58.52	60.24
Section C 2.5 hrs.	74.10	75.95	78.04	80.34
Section C 3.5 hrs.	92.55	94.86	97.47	100.35

- D. Salaries for all other extra pay assignments shall be paid in accordance with the following schedules:

## D – 1 ATHLETICS

<b>Schedule</b>	<b>2002-03/2.00%</b>			<b>2003-04/2.50%</b>			<b>2004-05/2.75%</b>			<b>2005-06/2.95%</b>		
	<b>Group</b>			<b>Group</b>			<b>Group</b>			<b>Group</b>		
<b>Category I - Varsity Head Coaches</b>	<b>I</b>	<b>II</b>	<b>III</b>									
Football	5,477	5,869	6,260	5,614	6,016	6,417	5,768	6,181	6,593	5,938	6,364	6,787
Basketball	5,477	5,869	6,260	5,614	6,016	6,417	5,768	6,181	6,593	5,938	6,364	6,787
Boys' Swimming	5,477	5,869	6,260	5,614	6,016	6,417	5,768	6,181	6,593	5,938	6,364	6,787
Girls' Swimming	5,477	5,869	6,260	5,614	6,016	6,417	5,768	6,181	6,593	5,938	6,364	6,787
Ice Hockey	5,477	5,869	6,260	5,614	6,016	6,417	5,768	6,181	6,593	5,938	6,364	6,787
Winter Track	5,477	5,869	6,260	5,614	6,016	6,417	5,768	6,181	6,593	5,938	6,364	6,787
Wrestling	5,477	5,869	6,260	5,614	6,016	6,417	5,768	6,181	6,593	5,938	6,364	6,787
<b>Assistant Coaches</b>												
Football	3,561	3,814	4,068	3,650	3,909	4,170	3,750	4,017	4,284	3,861	4,135	4,411
Swimming	3,561	3,814	4,068	3,650	3,909	4,170	3,750	4,017	4,284	3,861	4,135	4,411
Winter Track	3,561	3,814	4,068	3,650	3,909	4,170	3,750	4,017	4,284	3,861	4,135	4,411
<b>Junior Varsity</b>												
Football	3,561	3,814	4,068	3,650	3,909	4,170	3,750	4,017	4,284	3,861	4,135	4,411
Basketball	3,833	4,109	4,380	3,929	4,212	4,490	4,037	4,328	4,613	4,156	4,455	4,749
Wrestling	3,833	4,109	4,380	3,929	4,212	4,490	4,037	4,328	4,613	4,156	4,455	4,749
Swimming	3,833	4,109	4,380	3,929	4,212	4,490	4,037	4,328	4,613	4,156	4,455	4,749
<b>Category II - Varsity Head Coaches</b>												
Boys' Soccer	3,915	4,304	4,695	4,013	4,412	4,812	4,123	4,533	4,945	4,245	4,667	5,091
Girls' Soccer	3,915	4,304	4,695	4,013	4,412	4,812	4,123	4,533	4,945	4,245	4,667	5,091
Baseball	3,915	4,304	4,695	4,013	4,412	4,812	4,123	4,533	4,945	4,245	4,667	5,091
Softball	3,915	4,304	4,695	4,013	4,412	4,812	4,123	4,533	4,945	4,245	4,667	5,091
Spring Track	3,915	4,304	4,695	4,013	4,412	4,812	4,123	4,533	4,945	4,245	4,667	5,091
<b>Assistant Coaches</b>												
Spring Track Assistant	2,543	2,797	3,053	2,607	2,867	3,129	2,678	2,946	3,215	2,757	3,033	3,310
<b>Junior Varsity</b>												
Soccer	2,740	3,012	3,285	2,809	3,087	3,367	2,886	3,172	3,460	2,971	3,268	3,562
Baseball	2,740	3,012	3,285	2,809	3,087	3,367	2,886	3,172	3,460	2,971	3,268	3,562
Softball	2,740	3,012	3,285	2,809	3,087	3,367	2,886	3,172	3,460	2,971	3,268	3,562
Lacrosse	2,740	3,012	3,285	2,809	3,087	3,367	2,886	3,172	3,460	2,971	3,268	3,562
<b>Category III - Varsity Head Coaches</b>												
Cross Country	3,130	3,521	3,915	3,208	3,609	4,013	3,296	3,708	4,123	3,394	3,818	4,245
Volleyball	3,130	3,521	3,915	3,208	3,609	4,013	3,296	3,708	4,123	3,394	3,818	4,245
Tennis	3,130	3,521	3,915	3,208	3,609	4,013	3,296	3,708	4,123	3,394	3,818	4,245
Golf	3,130	3,521	3,915	3,208	3,609	4,013	3,296	3,708	4,123	3,394	3,818	4,245
<b>Junior Varsity</b>												
Volleyball	2,191	2,464	2,740	2,246	2,526	2,809	2,308	2,595	2,886	2,376	2,672	2,971
Tennis	2,191	2,464	2,740	2,246	2,526	2,809	2,308	2,595	2,886	2,376	2,672	2,971
<b>Cheerleading</b>												
Fall	1,956	2,348	2,740	2,005	2,407	2,809	2,060	2,473	2,886	2,121	2,546	2,971
Winter	2,378	2,578	2,775	2,437	2,642	2,844	2,504	2,715	2,923	2,578	2,795	3,009

<b>Schedule</b>	<b>2002-03/2.00%</b>	<b>2003-04/2.50%</b>	<b>2004-05/2.75%</b>	<b>2005-06/2.95%</b>
-----------------	----------------------	----------------------	----------------------	----------------------

**Category IV - Freshmen Coaches**

Football	2,543	2,935	3,325	2,607	3,008	3,408	2,678	3,091	3,502	2,757	3,182	3,605
Basketball	2,543	2,935	3,325	2,607	3,008	3,408	2,678	3,091	3,502	2,757	3,182	3,605
Baseball	2,543	2,935	3,325	2,607	3,008	3,408	2,678	3,091	3,502	2,757	3,182	3,605
Soccer	2,543	2,935	3,325	2,607	3,008	3,408	2,678	3,091	3,502	2,757	3,182	3,605

**Category V - Junior High 7-8**

Soccer	2,151	2,543	2,935	2,205	2,607	3,008	2,265	2,678	3,091	2,332	2,757	3,182
Soccer Assistant	1,400	1,653	1,907	1,435	1,694	1,955	1,474	1,741	2,008	1,518	1,792	2,068
Cross Country	2,151	2,543	2,935	2,205	2,607	3,008	2,265	2,678	3,091	2,332	2,757	3,182
Basketball	2,572	2,717	2,972	2,636	2,785	3,046	2,709	2,862	3,130	2,789	2,946	3,222
Wrestling	2,151	2,543	2,935	2,205	2,607	3,008	2,265	2,678	3,091	2,332	2,757	3,182
Baseball	2,151	2,543	2,935	2,205	2,607	3,008	2,265	2,678	3,091	2,332	2,757	3,182
Softball	2,151	2,543	2,935	2,205	2,607	3,008	2,265	2,678	3,091	2,332	2,757	3,182
Track	2,151	2,543	2,935	2,205	2,607	3,008	2,265	2,678	3,091	2,332	2,757	3,182
Track Assistant	1,400	1,653	1,907	1,435	1,694	1,955	1,474	1,741	2,008	1,518	1,792	2,068
Volleyball	2,151	2,543	2,935	2,205	2,607	3,008	2,265	2,678	3,091	2,332	2,757	3,182

Schedule	2002-03/2.00%			2003-04/2.50%			2004-05/2.75%			2005-06/2.95%		
	Group			Group			Group			Group		
	I	II	III									
<b>Category 1 - Activities Coordinator</b>												
High School	1,796	2,025	2,025	1,841	2,076	2,076	1,892	2,133	2,133	1,947	2,196	2,196
Middle School	1,474	1,581	1,679	1,511	1,621	1,721	1,552	1,665	1,768	1,598	1,714	1,820
A.I.S. Advisor	1,154	1,266	1,361	1,183	1,298	1,395	1,215	1,333	1,433	1,251	1,373	1,476
<b>Class Advisor, HS</b>												
Freshman	945	1,055	1,055	969	1,081	1,081	995	1,111	1,111	1,025	1,144	1,144
Sophomore	945	1,055	1,055	969	1,081	1,081	995	1,111	1,111	1,025	1,144	1,144
Junior	945	1,055	1,055	969	1,081	1,081	995	1,111	1,111	1,025	1,144	1,144
Senior	2,114	2,293	2,458	2,167	2,350	2,519	2,226	2,415	2,589	2,292	2,486	2,665
<b>Class Advisor, MS</b>												
Grade 6	843	945	1,055	864	969	1,081	888	995	1,111	914	1,025	1,144
Grade 7	843	945	1,055	864	969	1,081	888	995	1,111	914	1,025	1,144
Grade 8	843	945	1,055	864	969	1,081	888	995	1,111	914	1,025	1,144
Club Advisors	1,167	1,304	1,304	1,196	1,337	1,337	1,229	1,373	1,373	1,265	1,414	1,414
Club Advisors Elem/ Per Hr.	-	-	52	-	-	53	-	-	55	-	-	56
<b>Dramatic Productions</b>												
Fall Director - HS	1,909	2,177	2,318	1,957	2,231	2,376	2,011	2,293	2,441	2,070	2,360	2,513
Director - MS	1,273	1,395	1,499	1,305	1,430	1,536	1,341	1,469	1,579	1,380	1,513	1,625
Asst. Director - MS	945	1,055	1,154	969	1,081	1,183	995	1,111	1,215	1,025	1,144	1,251
Asst. Director - HS	736	843	945	754	864	969	775	888	995	798	914	1,025
Art Director - HS	1,581	1,800	1,918	1,621	1,845	1,966	1,665	1,896	2,020	1,714	1,952	2,080
Art Director - MS	1,060	1,209	1,288	1,087	1,239	1,320	1,116	1,273	1,357	1,149	1,311	1,397
Set Director - HS	1,581	1,861	2,018	1,621	1,908	2,068	1,665	1,960	2,125	1,714	2,018	2,188
Set Director - MS	1,060	1,251	1,353	1,087	1,282	1,387	1,116	1,318	1,425	1,149	1,356	1,467
Makeup - Fall - HS	474	592	709	486	607	727	499	623	747	514	642	769
Makeup - Spring - HS	474	592	709	486	607	727	499	623	747	514	642	769
Back Stage Director	945	1,055	1,154	969	1,081	1,183	995	1,111	1,215	1,025	1,144	1,251
Business Director	709	826	945	727	847	969	747	870	995	769	896	1,025
Student Government - HS	2,735	3,051	3,265	2,803	3,127	3,347	2,880	3,213	3,439	2,965	3,308	3,540
Student Government - 6-8	2,546	2,852	3,053	2,610	2,923	3,129	2,681	3,004	3,215	2,761	3,092	3,310
Senior Honor Society	945	1,055	1,055	969	1,081	1,081	995	1,111	1,111	1,025	1,144	1,144
Marching Band	2,735	3,051	3,265	2,803	3,127	3,347	2,880	3,213	3,439	2,965	3,308	3,540
<b>Musical Productions</b>												
Director	2,546	2,650	2,770	2,610	2,716	2,839	2,681	2,791	2,917	2,761	2,873	3,003
Musical Director	1,918	2,025	2,213	1,966	2,076	2,268	2,020	2,133	2,331	2,080	2,196	2,399
Art Director - HS & MS	1,581	1,800	1,918	1,621	1,845	1,966	1,665	1,896	2,020	1,714	1,952	2,080
Set Director - HS & MS	1,581	1,861	2,018	1,621	1,908	2,068	1,665	1,960	2,125	1,714	2,018	2,188
Choreography - HS & MS	1,273	1,456	1,638	1,305	1,492	1,679	1,341	1,533	1,725	1,380	1,579	1,776
Choral Director	945	1,055	1,154	969	1,081	1,183	995	1,111	1,215	1,025	1,144	1,251
Lighting Director	709	826	945	727	847	969	747	870	995	769	896	
1,025												
Costume Director	709	295	355	727	302	364	747	311	374	769	320	385
Stage Manager	236	295	355	242	302	364	249	311	374	256	320	385
Tappress & Sojourn	2,319	2,522	2,735	2,377	2,585	2,803	2,442	2,656	2,880	2,514	2,734	2,965
Yearbook Advisor - HS	3,377	3,601	3,824	3,461	3,691	3,920	3,557	3,793	4,027	3,662	3,904	4,146
Yearbook Advisor - MS	2,027	2,161	2,295	2,078	2,215	2,352	2,135	2,276	2,417	2,198	2,343	2,488
Yearbook Business Manager	1,361	1,474	-	1,395	1,511	-	1,433	1,552	-	1,476	1,598	-

Stipend for the position of Student Government Adviser, when filled by two persons, will be calculated according to the following formula: each advisor will be paid 75% of the contracted amount for the Group (I, II, or III) appropriate to that person.

## D-3 INTRAMURAL SPORTS

	2002-03	2003-04	2004-05	2005-06
	2.00%	2.50%	2.75%	2.95%
<b><u>GIRLS &amp; BOYS - HIGH SCHOOL</u></b>				
FALL	945	969	995	1,025
WINTER	945	969	995	1,025
SPRING	945	969	995	1,025
<b><u>GIRLS &amp; BOYS - MIDDLE SCHOOL</u></b>				
FALL	945	969	995	1,025
WINTER	945	969	995	1,025
SPRING	945	969	995	1,025
<b><u>ELEMENTARY SCHOOL</u></b>	47.23	48.41	49.74	51.21
(Hourly Rate)				
<b><u>SWIMMING ACTIVITIES</u></b>				
Director of Instructions	33.79	34.63	35.59	36.64
(Hourly Rate)				
Lifeguards with W.S.I.	22.38	22.94	23.57	24.27
(Hourly Rate)				
<b><u>GYMNASTICS</u></b>	945	969	995	1,025

1. The above rates for Intramurals are based on a ten-week program with a minimum of two hours per week. If more than one person is assigned to any of the above positions, each person receives the stated salary.
2. The number of staff members involved will be determined by the Athletic Director and the Administrators of the buildings after the number of students have been determined.
3. The Intramural Program in the elementary school may not be structured by seasons, but the approximate hours of work indicated in No.1 will determine the rate of pay.

## OTHER EXTRA PAY ASSIGNMENTS

	2002-03	2003-04	2004-05	2005-06
	2.00%	2.50%	2.75%	2.9%
<b>DEPARTMENT HEADS</b>				
Number of Teachers				
2-4	2,522	2,585	2,657	2,735
5-9	3,158	3,237	3,326	3,424
10 plus	3,824	3,919	4,027	4,146
GUIDANCE COUNSELORS (1)	3,485	3,572	3,670	3,779
PSYCHOLOGISTS (2)	2,735	2,803	2,880	2,965
SOCIAL WORKERS (3)	2,735	2,803	2,880	2,965
SUPERVISOR'S ASSISTANT	1,801	1,846	1,897	1,953
<b>TEAM COORDINATORS</b>				
Elementary Schools	2,476	2,538	2,608	2,685
Middle School	2,476	2,538	2,608	2,685
<b>TEAM LEADERS</b>				
Number of Teachers				
2 - 4	1,800	1,845	1,896	1,952
5 - 9	2,319	2,377	2,442	2,514
10 plus	2,735	2,803	2,880	2,965
CURRICULUM COORDINATORS	3,997	4,097	4,210	4,334
DEANS (secondary level)	3,824	3,920	4,027	4,146
FACILITATOR (per hour)	33.29	34.12	35.06	36.09

All other salaries in the current contract will be increased by:

2002-03	2.00%
2003-04	2.50%
2004-05	2.75%
2005-06	2.95%

The differential is for working September 1 to June 30. If a counselor is requested to work during the summer, payment will be at the counselor's per-diem rate of 1/200th.

Note 2: Psychologists. The differential represents availability between September 1 and June 30 should there be a need to complete reports or to do required evaluations.

Note 3: Social Workers. The differential represents availability between September 1 and June 30 should there be a need to complete reports or to do required evaluations.

#### ADDITIONAL NOTES:

1. In Section D-1 and Section D-2, a member of the unit will move from Group I to Group II to Group III after each complete assignment even if this occurs during the same school year. For example, a person who directs the Fall and Spring play would be paid at one group for the Fall and the next higher group for the Spring.
2. Members of the bargaining unit participating in Committee on Special Education meetings after the normal teacher day will be paid at the professional rate. See Article VI, Section A.
- E. Mileage will be paid at the IRS prevailing rate for use of a personal automobile used to change duty stations during the school day. Each teacher will submit a mileage voucher to the business office quarterly.
- F. Academic intervention services provided outside the school day shall be compensated at the rate for summer school work as indicated in Article X.

## **ARTICLE VII TEACHING YEAR, DAY, AND HOURS**

- A. The teacher work year will be 186 days of which one will be a preparation day with unused emergency closings returned on a basis of one for one, up to a maximum of three days- the returnable days to be added either to the Memorial Day weekend or to the Spring vacation, as determined by the District. The responsibility for determining the calendar for the school year rests with the District. EASO is guaranteed the opportunity to consult on the development of the calendar with the Superintendent or designee. EASO shall have input in developing the agenda for and in planning of three (3) of the Superintendent Conference Days.
- B. 1. The work day of teachers shall begin no more than 15 minutes prior to the time schedule for the building to be open for the instruction of pupils.

2. Teachers not assigned regularly to one building shall observe an assigned starting time no earlier than the earliest building starting time nor later than the latest building starting time.

C. Teachers shall have a duty-free lunch period of at least one-half hour.

D. The working day of each teacher shall not exceed seven (7) continuous hours. In addition, each teacher will be expected to post office hours as follows:

2002-03            4.0 hours per month

2003-04            4.5 hours per month

2004-05            5.0 hours per month

2005-06            6.0 hours per month

Office hours may be utilized in time blocks of not less than 30 minutes. Office hours will be posted by each teacher at the beginning of the school year. Office hours will be utilized exclusively for extra help for students at the request of the teacher, parent, or student and/or for parent conferences at the request of the teacher or parent.

E. Building administrators may establish procedures for teachers reporting their attendance in the morning and leaving the building during the day. It is recommended that each Building Liaison Committee aid in establishing these procedures for each building in the District.

F. Building hours for teachers will be specifically stated and posted in each building in the District.

G. Each teacher will be expected to devote per calendar month after pupils' dismissal time to building and/or professional meetings no more than:

2002-03            2.50 hours per month

2003-04            3.00 hours per month

2004-05            3.00 hours per month

2005-06            3.00 hours per month

Monday will be reserved by all personnel for the exclusive use of such professional meetings, unless a building staff elects to reserve a week-day different from Monday. These meetings will include district-wide

staff meetings, building faculty meetings, department meetings, grade level meetings and meetings, and meetings called for a specific purpose. These meetings shall be administrative-staff planned and will last no longer than one and one-half hours after students' dismissal time. Agenda for these meetings shall be provided staff two (2) workdays in advance.

- H. Recognizing the importance of certain evening meetings, the District and EASO expect that all teachers attend two (2) evening meetings per year, such as Open House and Meet the Teacher Night. If a teacher is unable to attend, arrangements will be made in advance with the building principal. These meetings will be planned by the Building Liaison Committee in each building.
- I. The District shall have the right to require teachers to remain for the two (2) weekdays in June immediately following the close of school in June for training purposes. The length of the day for each of these days will be seven (7) hours. The training must be for logical school units such as schools, grades and/or subject areas and all the teachers in the chosen units shall be included in the training. The District shall have the right to exclude from such training teachers who have notified it that they intend to retire during or at the end of the next year. Units chosen for training are to be notified when the calendar for the school year is issued. Teachers will receive their regular per diem pay (1/200 of the salary the teacher is receiving) for this extra work.

## **ARTICLE VIII TEACHER LOAD AND ASSIGNMENT**

- A. For the school years covered by this contract, the following guidelines will be used for the class size:
  - 1. Elementary: The building pupil/teacher ratio shall be 24 or less. However, each kindergarten class shall have a pupil/teacher ratio of 22 to 20 to 1 or less. Should enrollment in any kindergarten class exceed this ratio for a period of more than two weeks, the two designated negotiating teams will meet to resolve the matter.

There will be a teaching assistant or a teacher aide assigned to each kindergarten classroom when students are in attendance. At least 50% of the day, there will be a teaching assistant assigned to each kindergarten classroom when students are in attendance. Teaching assistants will be assigned to work, under direct teacher supervision, with children in other grades when they are not assigned to kindergarten

classrooms. The schedule for the assignment of the teaching assistants and teacher aides will be jointly determined by the principal and the teachers in the building, working with the Building Liaison Committee.

2. Middle and Senior High: The building pupil/teacher ratio shall be 19 or less.

### 3. PUPIL/TEACHER RATIO

The pupil/teacher ratio in each school is defined as follows:

Total pupils/total classroom teachers= P/T ratio\*

\* FULL TIME KINDERGARTEN TEACHERS ARE COUNTED TWICE.

4. Classroom Teachers include the following:

a. Elementary: All members of the negotiating unit except: music, art, physical education, psychologists, speech therapists, learning disability teachers, dental hygienists, librarians, nurse-teachers, special education teachers, ESOL teachers, and social workers.

b. Secondary: All members of the negotiating unit except: guidance counselors, psychologists, speech therapists, learning disability teachers, dental hygienists, librarians, special education teachers, ESOL teachers, and social workers.

B. The District and all its administrators will make every effort to distribute class loads equitably among teachers throughout the District, and in each school, and in each subject, and at each level of instruction.

### C. KINDERGARTEN PROGRAM

1. There will be at least one full time teacher's assistant assigned to every two kindergarten classrooms. The time period worked by the teaching assistant will be determined by the classroom teachers.

2. Each kindergarten classroom will be adequate in size to provide the necessary space to accomplish this program.

3. Each kindergarten class shall have a pupil/teacher ratio of 22 to 20 to 1 or less. If the kindergarten program changes to full time or if the class size falls below 20, teaching assistant time will be renegotiated.

4. The services of art, music, physical education, library, and learning specialists shall be provided weekly to each kindergarten classroom.

5. Each kindergarten class will meet for the normal meeting time during the morning session each school day.

6. Each kindergarten class will be divided into two (2) groups of no more than fifteen (15) students each. The groups will be selected by the teacher.

7. Each group of no more than fifteen (15) students will remain in school for an afternoon session two (2) school days per week.
  8. The fifth (5th) afternoon session, day of week to be selected by the kindergarten teachers, will be utilized for planning, conferences, curriculum development, or other class related activities to be determined by the kindergarten teachers.
  9. For the purposes of Article VIII of the Collective Bargaining Agreement, kindergarten teachers and kindergarten students will be excluded from count in the elementary pupil/teacher ratio.
- D. The maximum number of regularly scheduled teacher-pupil contact hours per day will be five (300 minutes) for classroom teachers. Contact hours means time in which a teacher is actively engaged in a formal assignment with one or more students in the process of instruction, either as an individual or as a member of a teaching team, or time formally assigned to resource/instructional centers. ( For example, the time spent in supervising a study hall is not considered a part of contact hours).

For secondary teachers, the number of teaching periods shall not exceed 6 per day nor 25 per week. Middle school special education teachers may be assigned a sixth (6th) period on a specific day but shall not be assigned any more than seventy (70) students.

If a Middle School special education teacher is assigned a sixth period the teacher shall not be given any administrative duty.

Each teacher will have at least 200 minutes per week to be used exclusively, without interruption, for planning, preparation, or team conferences. A teacher assigned to more than one building will be guaranteed 40 consecutive minutes planning time.

- E. Teachers shall be assigned outside the scope of their teaching certification only in accordance with the regulations of the New York Commissioner of Education.

All librarians in the District are to be staffed by certified librarians, if available.

- F. All teachers will be advised of their assignments for the ensuing school year immediately following the District budget vote. Teachers will be advised in writing of changes in their assignments after the District budget vote as soon as the need for such is determined.

- G. Absence about which the school administration has received adequate notice will be covered by substitutes. A teacher who volunteers at the beginning of the school year may be asked to substitute for a period for an absent teacher. Said teacher will be compensated at the following rates:

Effective 7/1/02	-	\$35.76
Effective 7/1/03	-	\$36.65
Effective 7/1/04	-	\$37.66
Effective 7/1/05	-	\$38.77

## **ARTICLE IX TEACHER TRANSFER**

- A. In order to promote the best possible education for the children of the District, some involuntary transfers in a tenure area may be unavoidable, but will be held to an absolute minimum. No teacher shall be involuntarily transferred without sufficient cause. When an involuntary transfer is made, the least senior qualified teacher shall be the first to be transferred but the District shall have the right to transfer, involuntarily, a teacher with higher seniority before a teacher with lower seniority provided the teacher with higher seniority has substantial training and experience for the area to which the transfer is being made beyond that of the less senior teacher. For the purpose of involuntary transfer, teachers hired in the same calendar year will have the same seniority. Teachers being involuntarily transferred will be assigned only to a position for which they are qualified. In discussing an involuntary transfer, there shall be a meeting of the teacher involved and the superintendent, and/or designee, to explain the circumstances of the transfer. If the teacher desires that the transfer be discussed further with a representative who is an official of EASO, one such official will be present at the teacher's request.
- B. A teacher who desires to transfer to another building shall file a written statement of such desire with the superintendent of schools no later than March 1 and deliver a copy of such a statement to her/his current building principal. Such statement shall include the grade and/or subject to which the teacher desires to be assigned, or the school or schools ( in order of preference, if the teacher has preferences) to which she/he desires to be transferred.
- C. Formal written notice of voluntary or involuntary transfer shall be given to a teacher no later than August 1. If a teacher is notified after June 15, said teacher shall receive one-half day at the beginning of the school year to do what is necessary to implement the transfer.

- D. Teacher transfer shall be made without regard to age, race, creed, color, religion, marital status, nationality or sex.
- E. Notice of any new teaching positions created in the District shall be made available to all teachers in sufficient time for them to apply. New teaching positions are positions not heretofore taught in the District. If a new teaching position is created during the summer, the President of EASO shall be notified.
- F. Notice of any new administrative position or vacancy at the administrative level, shall be made available by the District in sufficient time for teachers to be able to apply for such a position.

## **ARTICLE X SUMMER SCHOOL**

- A. If summer school is held, positions will be filled with preference given to teachers regularly employed in the District. Such teachers shall be paid in accordance with provisions of this Agreement, but all appointments shall be subject to budget approval and enrollment considerations. Teachers' areas of certification and previous service in the District's summer school programs will prevail in determining which teachers will be hired for summer school work.
- B. Summer school teachers shall be entitled to one sick day to be used exclusively during summer school employment. Guidance counselors shall be entitled to one sick day if they are employed for a full month during the summer employment.
- C. The secondary summer school teaching schedule shall be for thirty-two (32) days, not exceeding four and one-half hours per day. The elementary summer school teaching schedule shall be for twenty-five (25) days, not exceeding three and one-half hours per day.
- D. During summer school, class size, teacher load, working conditions, etc., will be consistent with the employment conditions as set forth in this Agreement. In addition, summer school class size will be small enough to enable each teacher to meet the individual needs of each of her/his students.
- E. The summer school pay schedule will be as follows:

## SECONDARY SUMMER SCHOOL:

<u># of Classes</u>	<u>New to District Summer School Program</u>	<u>Experienced in District Summer School Program</u>
1 (1 1/2 hrs)	(1/3) x (1/200) x (B.A. Step 1) per day	(1/3) x (1/200) x (B.A. Step 2) per day
2 (3 hrs)	(2/3) x (1/200) x (B.A. Step 1) per day	(2/3) x (1/200) x (B.A. Step 2) per day
3 (4 1/2 hrs)	(1) x (1/200) x (B.A. Step 1) per day	(1) x (1/200) x (B.A. Step 2) per day

## ELEMENTARY SUMMER SCHOOL:

Elementary summer school teachers shall be paid .85 x the appropriate category of Class 3 above.

- F. The provisions related to summer school apply only when Summer School is conducted by the School District.

## ARTICLE XI TEACHING CONDITIONS

- A. It shall be the professional responsibility of each teacher to use every means available to promote the growth, development and achievement of pupils during the school year. Each teacher shall be responsible for becoming aware of the pupil's past performance and records, including conferences with previous teachers and accountable for the keeping of current performance records for future use.
- B. EASO and the District agree that it is the mutually shared responsibility of the District and each member of the professional staff to accept the training of potential teachers and to encourage and promote the student-teacher training program in the South Orangetown Schools. Student teachers will be assigned only with the consent of the cooperating teacher. Every effort will be made by both parties to this Agreement to share this training.

- C. Classroom interruptions shall be kept at an absolute minimum and permitted only in cases of emergency. Visitors will not be permitted in classrooms unless there has been previous agreement between the teacher and the building principal.
- D. Assignment of assembly programs will not be made without prior consultation with the teacher involved.
- E. The District shall attempt to make available in each school a room of appropriate size, adequately furnished and ventilated, which shall be reserved for use as a faculty lounge. The teaching staff of each school will evolve appropriate rules for use by the staff in maintaining the appearance and conditions of such lounges.
- F. Each teacher will make suitable arrangements for pupil progress to be maintained in the event of the teacher's absence.
- G. The District declares its intention to provide adequate supplies and textbooks and to coordinate the ordering of supplies and materials with curriculum changes.
- H. Each teacher will be responsible for the care of materials and equipment in her/his charge and will encourage students to respect school property.
- I. Each teacher shall be provided with a desk and filing cabinet for her/his use.
- J. Where practical, a teacher will not be assigned to more than two schools in the course of any given day or year. A teacher assigned to more than one building in the course of any given day will be given adequate time to travel between buildings.

## **ARTICLE XII**

### **Supportive Personnel**

- A. Supportive personnel will be used in supervisory roles in the cafeteria, on the playgrounds and for bus duty, to supplement teachers and administrators. The Building Liaison Committee will meet with the building principal to plan an equitable distribution of such duties among the professional staff and to study the effectiveness of the schedule so developed. It is understood that efforts will be made to minimize the need for professional staff members in the supervisory rules indicated, but every care will be taken to have adequate, effective student supervision at all times.

- B. Supportive personnel and other non-certified personnel will be employed neither as substitute teachers, nor will they be requested to perform duties requiring certified professional personnel.
- C. There will be equitable distribution of supportive personnel among the buildings of the school district.

## **ARTICLE XIII LEAVES OF ABSENCE**

### **A. BEREAVEMENT LEAVE**

A maximum of four (4) days shall be available for each death in a teacher's immediate family - spouse, child, father, mother, brother, sister, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, domestic partner, or other persons permanently residing in a teacher's household.

### **B. CHILD CARE LEAVE**

Regularly employed full-time probationary, and full-time tenured teachers will be granted child care leave without pay and increment, up to two years, for child care in accordance with existing law. Return from child care leave will be upon reasonable notice. Return from such leave will be at the beginning of a school year, except at the discretion of the District. Notice of intent to return must be given in writing by March 1 for the following year.

### **C. DETACHED SERVICE LEAVE**

The District may grant a teacher detached service leave, without pay, for a period up to two years to cover service in the Peace Corps, VISTA, or a similar government agency. Upon his/her return, a teacher granted such a leave must agree to serve a period of time in the District equal to the leave. Leave for military service shall be governed by law. This term of leave will be considered a period of employment for purposes of seniority and in determining salary steps.

### **D. EXTENDED SICK LEAVE**

A teacher on tenure whose personal illness extends beyond accumulated sick leave will be granted leave, without pay, for the balance of the current school year. A request for leave must be accompanied by a statement from a school physician. The District may grant leave, with pay, for extended illness beyond the available reimbursed leave.

#### E. IMMEDIATE FAMILY LEAVE

A leave of absence of up to one year, without pay or increment, may be granted for the purpose of caring for a sick member of the teacher's family-spouse, child, father, mother, brother, sister, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, domestic partner or other person residing permanently in the teacher's household.

#### F. JURY DUTY LEAVE

A teacher who is required to serve on jury duty will receive full salary during the period of such service less an amount equal to the compensation paid to them for such jury duty. When available, each member of the unit will use the call-in system.

#### G. PERSONAL LEAVE

1. Three days per year will be allotted for personal leave with full pay.
2. Notice of intention to use personal leave should be at least forty-eight hours in advance, except in emergencies. A teacher need only indicate which of the categories in number 3 below necessitate the personal leave.
3. Personal leave may be used for:
  - a. Death in the family and/or attendance at funerals;
  - b. Religious holidays;
  - c. Attendance at graduation exercises of self, spouse or children;
  - d. Attendance in court;
  - e. Closing of title or mortgage;
  - f. Personal items that cannot reasonably be performed outside of school hours and/or on weekends;
  - g. Birth of a child.
4. No personal leave days will be available on the day before or after a holiday or vacation, except on approval, after an explanation is given. Under no circumstances are personal days to be used for vacation or recreation.
5. Such leave, if not used, shall be cumulative as sick leave, but in no event shall it be in addition to the sick leave cumulative ceiling.

#### H. POLITICAL LEAVE

The District shall grant, without pay, a leave of absence for one school year to a teacher who campaigns for or serves in public office. With Board approval, this leave may be extended for one additional year.

## I. PROFESSIONAL ADVANCEMENT LEAVE

Tenured teachers who have completed at least three consecutive years of service in the District may be granted, with the consent of the superintendent of schools, or designee, leave up to one year, without pay, for professional study, travel or research. Such leaves may be extended up to one additional year, without pay.

## J. SICK LEAVE

1. a. Teachers on tenure shall be entitled to sick leave with full pay up to twenty (20) working days in each year. Probationary teachers shall be entitled to sick leave with full pay up to fifteen (15) working days in each school year. Unused sick leave shall be accumulated from year to year to a maximum of two hundred (200) days.

b. Effective June 30, 2003, teachers upon retirement into the New York State Retirement System, with at least 10 years of service with the district and at least 75 accumulated sick days will be paid \$35 per day for unused sick leave up to a maximum of 200 days.

2. Sick leave shall be used exclusively for personal illness of the teacher or of a member of his immediate family.
3. When a teacher does not report to school because of personal illness, she/he should notify the building administrator or designee. District-wide teachers shall notify the building administrator or designee, of the first building the teacher would normally serve on that day, and then the office of the director of personnel.
4. No teacher shall forfeit accumulated sick leave during approved leaves of absence. Sick leave accumulated prior to an approved leave of absence shall be credited on return.
5. A teacher under contract for x% of full time work shall receive x% of the sick leave entitled to a full time teacher.
6. In cases where leaves are authorized without pay, the rate of reduction in salary shall not be greater than 1/200 of the teacher's current annual salary per day for each day on leave.
7. Any teacher who will have expended all accumulated sick leave because of an extended illness shall receive the following upon return to work.
  - a) Ten (10) days: from initial employment in the District the completion of the fifth year.
  - b) Twenty (20) days: from the beginning of the sixth year to the completion of the tenth year.
  - c) Forty (40) days: from the beginning of the eleventh year.

8. Effective June 30, 2003, teachers who receive a payment for unused sick days, upon retirement, may use these funds to pay for their portion of health insurance contribution into retirement.

9. *Sick Leave Bank* (Employee only)

- a. A sick leave bank is established, effective July 1, 1983.
- b. This sick leave bank is to be used for long term catastrophic illness or accidents.
- c. This sick leave bank will be administered by an equal number of teachers appointed by EASO and administrators appointed by the superintendent.
- d. The maximum number of days a teacher can contribute at any one time is two (2) days.
- e. This sick leave bank is to be used after the exhaustion of all sick leave, but no earlier than 90 school days. In extenuating circumstances, the bank may be accessed earlier than 90 school days upon approval of EASO and the District. If a teacher is drawing on the sick bank at the end of the school year, that person may continue to draw upon the bank when her/his sick days are exhausted at the beginning of the next school year.
- f. A teacher may draw no more than 90 days from this sick leave bank in any one school year.
- g. This sick leave bank is available to all members of the bargaining unit.
- h. This sick leave bank shall be renewable under the above conditions at the beginning of the school year or when 90 or less days remain in the bank.

10. *Sick Leave Conservation*

Effective June 30, 2003, teachers upon retirement into the New York State Retirement System, with at least ten (10) years of service with the District and at least seventy-five (75) accumulated sick days, will be paid \$35 per day for unused sick leave up to a maximum of two hundred (200) days. Effective June 30, 2003, teachers who receive a payment for unused sick days upon retirement, may use these funds to pay for their portion of health insurance contribution into retirement.

K. VISITATION LEAVE

At the discretion and upon the recommendation of the superintendent of school or designee, the Board will grant teachers leave to visit other schools, school systems, and institutions, or to attend professional educational seminars for the purpose of developing or improving the program of the District.

## **ARTICLE XIV**

### **OBSERVATION AND EVALUATION**

- A. The goals of observation and evaluation are as follows:
  - 1. The improvement of instruction
  - 2. The fostering of a climate of mutual respect and professionalism
  - 3. The promotion of continuous professional growth
- B. Observations shall be of appropriate length, frequency, and comprehensiveness to be an accurate indicator of the teacher's performance.
- C. Observations may be either scheduled or non-scheduled. Teachers are encouraged to invite or request observations and/or supervisory assistance.
- D. Common elements included in a scheduled observation/evaluation process are based on a clinical model which includes the following:
  - 1. Pre-observation Conference
  - 2. Observation
  - 3. Reflection Questions
  - 4. Post-observation Conference
  - 5. Written report – Classroom Observation Report

The written report based on a formal observation will be returned within twenty (20) working days after the post-observation conference. Every effort will be made to provide the teacher with feedback prior to subsequent observations.

The original copy of all written feedback, including observation and evaluation reports, is to go to the teacher with a duplicate retained by the supervisor. All written feedback is to be signed and dated by the teacher and by the administrator making the report. Such signature does not necessarily indicate agreement. The teacher has the right to submit his/her own written comments, and such comments shall become a part of the report. Collected reports should furnish the basis for periodic conferences with the individual teacher.

- E. Non-scheduled observations of fifteen (15) minutes or more will be followed by an abbreviated feedback form (see Appendix Three), or a formal Classroom Observation Report (see Appendix One). Teachers may request a meeting with the administrator.
- F. Probationary Teachers

The number of mandatory observations by the administrator for probationary teachers will be three per year, at least one of which must be scheduled. At least one Classroom Observation Report reflecting the specific formal observation that has taken place is to be prepared jointly by the teacher and administrator by the end of the first semester (See Appendix One).

A summative report is to be prepared by the administrator and signed and dated by the teacher and the administrator not later than May 1st. The summative report will contain:

- a. at least three Classroom Observation Report (Appendix One) for probationary teachers with Summary and Suggestions written by the administrator in consultation with the teacher
  - b. the teacher's Reflection Comments based on the lesson
  - c. the report of the Professional Improvement Panel where appropriate
  - d. an overall rating in each of the four domains (See Appendix Two)
- G. Tenured teachers shall be formally evaluated every third year of service in the District.

Tenured teachers may select any of the options listed below:

#### 1. OPTION ONE – CLINICAL SUPERVISION

Tenured teachers will be evaluated in the same manner as probationary teachers.

#### 2. OPTION TWO – INDIVIDUAL PROJECT

Teachers pursue a project or activity contributing to professional growth identified by the individual in collaboration with the building administrator. Activities should be directly related to classroom instruction and might include:

- Assessment analysis
- Action research
- Data analysis
- Curriculum development
- Implementation of a new pedagogical strategy
- Implementation of alternative forms of student assessment
- Peer observation, coaching or mentoring
- Attendance at conferences, seminars, and workshops to achieve specific goals
- School visitations to obtain specific information
- Course work
- Independent research
- Mentoring a student teacher
- Participation in a focused study group
- Participation on a committee
- Workshop organization, presentation
- Focused research
- Team teaching
- Another original plan

The administrator will work with the teacher in the development, pursuit and attainment of the professional growth plan. Implementation may be conducted over a one to three year period.

Teachers selecting Option Two will submit a plan (Appendix Four) by October 15.

During a follow-up conference with the administrator, the specifics of the plan will be discussed. Both the teacher and the administrator must agree on the proposal. If they cannot reach agreement by November 1, or if something impedes the ability to implement and/or complete the project, the teacher can select Option One.

Upon completion of the project, the teacher and administrator will complete the Professional Growth Plan summary (Appendix Five).

### 3. OPTION THREE – COLLABORATIVE ACTIVITY

Teachers work with one or more colleagues on a cooperative project. Activities should be directly related to classroom instruction and might include:

- Curriculum development
- Implementation of a new pedagogical strategy
- Implementation of alternative forms of student assessment
- Participation in a focused study group
- Workshop organization, presentation
- Focused research
- Team teaching
- Another original plan

The administrator will work with the teachers in the development, pursuit and attainment of the professional growth plan. Implementation may be conducted over a one to three year period.

Teachers selecting Option Three will submit a plan (Appendix Four) by October 15th. During a follow-up conference with the administrator, the specifics of the plan will be discussed. Both the teachers and the administrator must agree on the proposal. If they cannot reach agreement by November 1st, or if something impedes the ability to implement and/or complete the project, the teachers can select Option One.

Upon completion of the project, the teachers and administrator will complete the Professional Growth Plan Summary (Appendix Five).

## H. PROFESSIONAL IMPROVEMENT PANEL

In instances where the teacher and/or administrator are concerned about the individual's performance, the teacher will be encouraged to utilize the Professional Improvement Panel.

Two (2) teachers appointed by EASO

One (1) teacher selected by the teacher requesting assistance.

These procedures will be followed:

- A written statement will be provided by the administrator specifically stating that the teacher has demonstrated marginal or unsatisfactory performance and is in need of improvement and assistance.
- A mutually agreed upon improvement plan will be developed which will specify the responsibilities of the teacher and administrators.
- The plan will include concrete suggestions and recommendations.
- The plan will be implemented within one month.
- Assistance can be obtained from, but is not limited to another district administrators, teachers, experts, peer coaches, study, courses.

- When the administrator has determined, in accordance with the stated goals of the improvement plan, that the area of need has improved, a written statement by the administrator will be placed in the teacher's file.
- The teacher may select Option One, Two, or Three the following year.

I. Teacher Files.

1. All material to be placed in a teacher's official personnel file, located in the Central Office, shall be documented, read and signed by the teacher (excluding confidential information for employment purposes). This shall be the only personnel file in the District. The teacher's signature indicates that the material has been read, but does not necessarily indicate agreement with the content.
2. The teacher shall have the right to respond in writing to any material filed and her/his answer shall be reviewed by the superintendent of schools and placed in the teacher's file.
3. Upon written request by the teacher, she/he shall be given access to her/his personal file excluding references and information obtained in the process of evaluating the teacher for initial employment. Upon request, a teacher will be given a copy of any material in her/his file at the teacher's expense.
4. Any communication, favorable or unfavorable, regarding a teacher or group of teachers, made to any teachers, made to any member of the administrators by any parent, student, or other person, will be called to the attention of said teacher or group of teachers within two school days if such communications may result in administrative action.
5. No teacher will be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause.
6. In any matter concerned with suspension, discharge or other action affecting the professional status of any teacher, there shall be a meeting of the teacher and the administrator to explain the circumstances of the action. If the teacher desires that the issue be discussed with a representative who is an official of EASO present, one such official will be present at the teacher's request.
- J. A joint committee of EASO and the District will evaluate on a periodic basis, as needed.

## **ARTICLE XV**

### **STAFF - ADMINISTRATION COMMITTEES**

A. Building Liaison Committee.

In order to find solutions to building problems and to improve communications within the building, there will be a Building - Liaison

Committee in each school of the District for the duration of this Agreement. This Committee shall consist of the building principal or designee, and teacher members appointed by EASO. Each elementary school will have at most five teacher members, the middle school will have at most five teacher members, and the high school will have at most seven teacher members. The number of teachers serving on these committees will be at the discretion of EASO. Agenda and operating procedures for this committee shall be evolved jointly by all members of this committee. The first meeting of this committee shall take place not later than October 15.

B. District Liaison Committee.

In order to find solutions to district-wide problems and to improve communications within the entire school district, there will be one District - Liaison Committee for the duration of this Agreement. This Committee shall consist of the superintendent of schools or designee and at most eight (8) teachers appointed by EASO. The number of teachers on this committee will be at the discretion of EASO. These appointments will be representative of the elementary, middle and high school levels. Agenda and operating procedures for this Committee shall be evolved jointly by all members of this Committee. The first meeting of this Committee shall take place no later than November 1.

C. Professional Development Committee.

In order to study curriculum problems, to evaluate programs to promote in-service education for staff, to develop programs for students with special learning problems, to act as a clearing house on educational matters and to publish minutes of its meetings, there will be a Professional Development Committee for the duration of this Agreement. This Committee shall consist of at most five (5) teachers appointed by EASO and at most five (5) administrators appointed by the Superintendent. Agenda and operating procedures for this committee shall be evolved jointly by all members of this Committee. The first meeting of this committee shall take place not later than November 1.

## **ARTICLE XVI GRIEVANCE PROCEDURE**

A. PURPOSE

The Board of Education and EASO agree that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not be precedents in a later grievance proceeding.

## B. DEFINITIONS

1. A "grievance" is any alleged violation of this Agreement or any dispute with respect to its meaning or application;
2. A "teacher" is any person in the unit covered by this Agreement;
3. An "aggrieved party" is the teacher or group of teachers who submit a grievance, or on whose behalf it is submitted, EASO, or (when it submits a grievance), the Board;
4. A "day" is to be defined as "school day."

## C. Submission of Grievances

1. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally;
2. Each grievance shall be submitted in writing and shall identify the aggrieved party, the provision of this Agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, and, if known, the identity of the person responsible for causing such events or conditions, and a general statement of the grievance and redress sought by the aggrieved party;
3. A grievance shall be deemed waived unless it is submitted within sixty (60) days after the aggrieved party knew or should have known of the events or conditions on which it is based;
  - a. A teacher or group of teachers may submit grievances which affect only the school in which they teach and shall submit such grievances to the building principal. Otherwise, it shall be submitted directly to the Superintendent of Schools.
  - b. The Board may submit grievances and, when it does so, it shall present its grievances to the president of the EASO.

## D. Grievance Procedure:

The building principal shall respond in writing to each grievance received. Her/His refusal to consider the grievance can be an appropriate response. If an aggrieved party is not satisfied with the response of the building principal, or if no response is received within five (5) days after the submission of a grievance, such aggrieved party may submit a copy of the grievance to the Superintendent of Schools.

1. The superintendent of schools or designated representative shall, upon request, conduct a hearing with EASO with respect to all grievances submitted to her/him under this article within ten (10) days and give her/his report within five (5) days.
2. Within ten (10) days after receiving a grievance from the Board, EASO shall deliver to the superintendent of schools a detailed statement of its position with respect to the grievance.

3. In the event that either the Board or EASO is not satisfied with the position taken by the other with respect to a grievance, either the Board or EASO may, within thirty (30) days after receipt of the written position or the time it was done, refer the grievance to arbitration, binding on all parties, by requesting the New York City office of the American Arbitration Association. The decision of the arbitrator shall, however, be subject to the right of the Board or EASO to invoke its rights and pursue its remedies under Article 75 of the Civil Practice Law and Rules of the State of New York.
  4. The fee and expenses of the arbitrator shall be shared equally by the Board and EASO.
- E. Miscellaneous.
1. All papers dealing with the processing of a grievance shall be filed separate from the personnel files. Such files shall be maintained by the Board, and, together with such other records as may be necessary for the processing of the grievance, they shall be available for inspection and copying by an aggrieved party and EASO.
  2. Every effort will be made by both parties to resolve as expeditiously as possible any grievance initiated between May 1 and the end of the school year in June.

## **ARTICLE XVII NEGOTIATION PROCEDURE**

- A. No later than March 1 prior to the termination of the existing Agreement, EASO and the Board will exchange their written proposals for a new Agreement.
- B. The Board and EASO shall each designate, in writing, a negotiating team which shall consist of a chairperson, a spokesperson, a secretary, and such other persons as are deemed appropriate.
- C. Collective negotiations between the Board and EASO shall be conducted only by the designated negotiating teams as stipulated in Section B immediately above. The designated negotiating teams shall serve until official action is taken by the Board or EASO to replace its team or any member thereof.
- D. If the parties are unable to agree on the need for a negotiating session or are otherwise unable to schedule a session, then the negotiating teams shall meet within seven (7) days after delivery of a written request from one chairperson to the other. Such request shall include a statement of the subject matter of the session.

## ARTICLE XVIII

### CORPORAL PUNISHMENT AND TEACHER PROTECTION

#### A. CORPORAL PUNISHMENT.

The use of corporal punishment in the South Orangetown Central School District is prohibited. This does not prohibit the use of reasonable physical force in self-defense, to prevent physical injury to others, to prevent damage to property, or to restrain or remove the student whose behavior is disrupting the orderly performance of the function of the school district.

#### B. PROTECTION OF THE TEACHER

1. *Report of Assault.* Principals and teachers are required to report in writing within twenty-four (24) hours or as soon as they are physically able, any clear case of assault on a teacher in connection with their employment to the Superintendent of Schools or her/his representative.

2. *Legal Counsel.* The Board agrees to provide legal counsel to teachers in actions rising out of a disciplinary action taken against any pupil of the school district while in the discharge of duties within the scope of her/his employment. The teacher must, however, within ten (10) days of serving of a summons, complaint, or other legal paper, deliver the original or a copy thereof to the Board.

3. *Compensation for lost time.* Should an assault on a teacher occur in the discharge of duties within the scope of her/his employment, and if it results in injury requiring loss of time then the teacher shall be paid in full for a period not to exceed ten (10) months and such paid absence shall not be deducted from any sick leave to which such teacher is entitled under this Agreement. The payment during this period will be equal to the contract salary minus any payment from Workers' Compensation. A teacher involved in any claim under this Article will, upon request of the Board, submit to examination by the school physician, and may have her/his physician present at such examination.

4. *Save-Harmless Clause.* The Board agrees to save teachers harmless from any financial loss, including reasonable attorney fees, arising out of any claim, demand, suit, criminal prosecution, or judgment by reason of any act or omission to act whatsoever by such teacher within or without the school building, provided the teacher at the time of the act or omission complained of was acting within the scope of her/his employment under the direction or with the approval of the Board or the duly appointed officials of the South Orangetown Central School District. This provision shall inure to the benefit of the individual teachers, their heirs and executors, and their insurance carriers, if any. Notification by the teacher

must be given as required by Section 3023 and/or Section 3028 of the New York State Education Law.

5. Bomb Search. In the event that any school building is evacuated in whole or in part by reason of any report or threat of damage thereto by bomb, fire, or other lethal instruments or incidents, no teacher shall be required to participate in any search for such lethal or destructive instrument.

## **ARTICLE XIX ACADEMIC FREEDOM**

- A. The parties seek to educate young people in the democratic tradition, to foster recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution, the Bill of Rights, the laws of the land, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere, which is free from censorship and artificial restraints, upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.
- B. Academic freedom shall be guaranteed to teachers, and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning humankind, human society, the physical and biological world and other branches of learning, subject only to accepted standards of professional education responsibility.
- C. Freedom of individual conscience, association and expression will be encouraged and fairness in procedures will be observed both to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society. However, nothing herein contained shall be construed as allowing a teacher to teach anything contrary to the legal, moral, religious, or educational mores of the School District or community.

## **ARTICLE XX BOARD - EASO COOPERATIVE ACTION**

- A. EASO and the Board will actively cooperate in the following areas:
  1. Planning and carrying out an Orientation Program for teachers new to the District;
  2. The public relations program of the Board and EASO;
  3. Encouraging and promoting what they agree are high standards on the part of the professional staff;

4. Involving staff members in recruiting, interviewing, and selecting prospective staff members.
- B. In a continuing cooperative effort to achieve educational excellence in the South Orangetown Schools, the parties to this Agreement will focus their attention on the development of:
1. An intensive, meaningful program for all students at all levels, with special concern for those with special learning problems;
  2. Curricula geared to the preparation of students for the challenges of ever-increasing technological/societal changes;
  3. Evaluating processes and research techniques to be used with the evolving education programs of the District.
- C. The Board will offer a minimum of two (2) in-service courses during each of the years covered by this Agreement. One course is to be offered each semester.
- D. IN – SERVICE CREDIT
1. In-service credit is credit granted for attendance at any district-approved seminars, workshops, and courses which are not regular graduate courses of a college or university.
  2. A maximum of four (4) in-service credits will be granted in any one school year (July 1 to June 30).
  3. At no time will both a stipend and in-service credit be given for the same work. It must be one or the other.
  4. There will be prior publicity relative to course content and in - service credit for all workshops, seminars, and courses offered by the District.
  5. These courses will not be given during regular school time.
  6. In-service credit will be granted as follows:
    - 0.25 credit for four (4) hours of attendance
    - 0.50 credit for eight (8) hours of attendance
    - 1.0 full credit for fifteen (15) hours of attendance
    - 2.0 full credits for thirty (30) hours of attendance
- Proportionate credit will be granted for hours of attendance not specified above.
7. Each staff member shall request prior approval of the in-service course work by submitting an application to the Superintendent's office.
  8. Certificate of completion will be submitted to the Superintendent in order to receive credit.
  9. In-service credits earned by a teacher can be counted only once to ascertain that teacher's placement on the salary schedule. The teacher will be

permitted to utilize the in-service credits at such time as she/he deems necessary. That is, these credits can be used either before or after the teacher attains the M.A. degree.

**E. TEACHER MENTOR PROGRAM**

1. A joint committee will be established to study participation in the Teacher Mentor Intern Program established by State Law and Commissioner's regulations. This committee shall be comprised of an equal number of representatives from EASO and the Board.
2. Selected teachers may be invited to be mentors. Mentors will be appointed by the District and paid a stipend of \$750. The role and responsibilities and training of mentors will be outlined in a memo to be jointly developed by the District and the Union with final approval of the Superintendent prior to extending invitations for this responsibility. Department Heads will not be eligible for a stipend for mentoring.
3. Mentors will be paid one stipend of \$750 per mentee regardless of the number of mentees. However, the limit on number of mentees will be two. Mentors will be selected by the Building Principal in consultation with the Union. Not every new teacher is required to have a mentor. When responsibilities are shared by mentors, the stipend will be shared.

**F. TEACHER CENTER PARTICIPATION**

A joint committee will be established to study participation in a Teacher Center as provided by State Education Law and Commissioner's Regulations. This committee shall be comprised of an equal number of representatives from EASO and the Board.

**G. SHARED DECISION MAKING**

A joint committee will be established to study shared decision making with the District. This committee shall be comprised of an equal number of representatives from EASO and the Board.

**ARTICLE XXI  
REDUCTION IN FORCE**

- A. A reduction in force shall refer to a decrease in the total number of teaching personnel caused by a significant decrease in revenue or enrollment.
- B. The District recognizes and agrees that all provisions pertaining to seniority shall be applied.

- C. The District agrees that in the event teachers' jobs are abolished, members of the unit shall have the right, in the order of seniority acquired in the District, to be appointed to positions within the unit if it is legally possible to employ them, without the loss or diminution of salary step on the salary schedule.
- D. If no other position is available, an excessed teacher shall be given preference for future available positions in reverse order of seniority (last off, first back) for any position for which it is legally possible to employ the teacher. Teachers so rehired shall retain all the time credited toward tenure.
- E. The Board shall continue health, dental for a period of six (6) months for excessed teachers from the effective date the teacher was excessed. Such benefits shall cease prior to the six (6) months if the teacher obtains employment which provides comparable benefits.
- F. Released teachers shall receive preferential treatment for employment as regular or per diem substitutes. Per diem substitutes will be compensated at the per diem rate. Regularly appointed substitutes shall be placed at the appropriate step on the salary schedule. A teacher will be removed from the preferred substitute list when she/he notifies the personnel office, in writing, that she/he is not available for substituting for a given school year or a portion of a school year. Once that teacher notifies the personnel office in writing of her/his availability for substituting, her/his name will again be placed on the preferred substitute list.
- G. No new personnel shall be hired for new positions if it is legally possible to employ excessed teachers.
- H. Excessed teachers shall be placed on a preferred eligible list and will be entitled to reinstatement whenever within six (6) years a vacancy in a similar position occurs.
- I. A recall list good for six (6) years shall be established.
- J. A teacher to be excessed because of a reduction in force shall be notified in writing prior to the spring recess.
- K. A bi-annual list of seniority shall be made available, in writing, to the Association.
- L. Subcontracting shall not be used to erode the building pupil/teacher ratio.

## **ARTICLE XXII TEACHER ASSISTANTS**

- A. Teacher assistants are covered by this Agreement with the exception of Articles V; VII; VIII; IX; X; XI; XIII D & K; XV; XIX; XX C & D; and XXI.
- B. All teacher assistants will receive the hospitalization, major medical, dental and life insurance benefits currently part of the EASO contract provided such teacher assistant qualifies under each of the insurance agreements.
- C. Teacher assistants will be compensated according to the salary schedules on page 51 of this Agreement.
- D. Teacher assistants who hold valid teaching licenses issued by the New York State Education Department will be offered teaching positions in the school district after excess lists are exhausted, provided the teacher assistant is certified for the position.
- E. Teacher assistants will receive 15 sick days per year accumulative 200 in each of the first four (4) years of employment. Thereafter, they will receive twenty (20) sick days per year accumulative to two hundred (200) days.
- F. Teacher assistants will receive personal leave in accordance with Article XIII, Section G of this Agreement.
- G. Upon retirement or separation of service of all the remaining teaching assistants currently covered under this contract, this section of the contract will then be eliminated.
- H. Teacher Assistants' Salary Schedule:

**2002-2003 Salary Schedule ( 2.00%)**

<u>STEP</u>	<u>A</u> LESS THAN <u>ASSOC.</u> <u>DEGREE</u>	<u>B</u> ASSOC. <u>DEGREE</u>	<u>C</u> BA <u>DEGREE</u>
1 (1-4 yrs. credited service)	15.34	19.71	25.27
2 (5-9 yrs. credited service)	18.41	23.62	30.34
3 (10 yrs. credited service)	26.50	28.37	36.40

**TEACHER ASSISTANTS' SALARY SCHEDULE - 2003-04**

(Effective July 1, 2003)

Salaries will be increased by 2.50%

**TEACHER ASSISTANTS' SALARY SCHEDULE - 2004-05**

(Effective July 1, 2004)

Salaries will be increased by 2.75%

**TEACHER ASSISTANTS' SALARY SCHEDULE - 2005-06**

(Effective July 1, 2005)

Salaries will be increased by 2.95%

**ARTICLE XXIII  
JOINT CODE OF ETHICS**

- A. The teacher and the School Board recognize that while the teacher participates in the formulation of school policy under the leadership of the school administrator, it is the duty of the administrator to recommend, and the prerogative of the Board to determine final policy.
- B. The teacher is obligated to adhere to School Board policy. The School Board is obligated to establish policy that is consistent with federal and state laws and regulations and to adhere to such policy.

- C. The teacher and the School Board transact all official business through proper channels and hold inviolate all confidential information.
- D. The teacher and the School Board recognize their obligations to develop growing appreciation and understanding of the principles of democracy; they refrain from using the school to promote personal views on religion, race, or partisan politics.
- E. **The teacher and the School Board agree that due notice in fair time** be given in all cases of appointment, resignation or termination of service.
- F. The teacher and the School Board avoid disparagement of fellow workers and predecessors.
- G. The teacher and the School Board are impartial in all relationships with the pupil.
- H. The teacher and the School Board encourage able and promising students to enter the teaching profession.
- I. The teacher receives from the administrator candid appraisal of her/his work, and help with her/his problems; the School Board requires such supervisory assistance.
- J. The teacher actively participates in the work of local, state and national professional education associations; the School Board actively participates in the work of township, county, district, state, and national School Board associations.
- K. The teacher uses ethical procedures in securing positions, and in maintaining salary schedules; the School Board uses ethical procedures in filling positions and in maintaining salary schedules.
- L. The teacher accepts no compensation from firms commercially interested in the school; no member of the School Board accepts such compensation.
- M. The teacher assumes responsibility for the welfare of the pupil and shows sympathetic understanding of pupil problems; the School Board provides conditions under which this can be accomplished.
- N. The teacher endeavors to maintain good mental and physical health and to maintain a wholesome attitude toward the pupil; the School Board provides a healthful teaching environment.
- O. The teacher develops, through continued study, travel, participation in professional and community life, and through wholesome human relationships;

the School Board stimulates and encourages professional growth of the teacher.

- P. The teacher is proud of her/his profession; the School Board is proud of its teachers.

## **ARTICLE XXIV MISCELLANEOUS**

The District and EASO agree to meet and discuss the following items:

- Health insurance into retirement for married spouses;
- Financial reporting regarding EASO Benefit Fund;
- Establishing an advisory committee to review the extracurricular pay schedule.

**ARTICLE XXV  
DURATION**

This Agreement shall be effective as of July 1, 2002, and shall continue in full force and effect through June 30, 2006.

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

Executed at Blauvelt, New York this 16<sup>th</sup> day of April 2003.

EDUCATION ASSOCIATION OF  
OF EDUCATION

By: William J. Hoff

ATTEST:

Lillian Stuercke

Lillian Stuercke, District Clerk

SUPERINTENDENT OF THE SOUTH  
ORANGETOWN CENTRAL SCHOOL  
DISTRICT

By: James J. Zales



**APPENDIX ONE**

---

**SOUTH ORANGETOWN CENTRAL SCHOOL DISTRICT**

*CLASSROOM OBSERVATION REPORT*

TEACHER: \_\_\_\_\_

SCHOOL: \_\_\_\_\_

SUBJECT: \_\_\_\_\_

OBSERVER: \_\_\_\_\_

LEVEL: \_\_\_\_\_

DATE: \_\_\_\_\_

Pre-Observation Conference: _____
Observation: _____
Post-Observation Conference: _____

Administrator's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Teacher's Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## SOUTH ORANGETOWN CENTRAL SCHOOL DISTRICT

### Domain 1: Planning and Preparation

COMPONENT	LEVEL OF PERFORMANCE			
	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
<b>1a: Demonstrating Knowledge of Content and Pedagogy</b>	Teacher displays little understanding of the subject or structure of the discipline, or of content-related pedagogy.	Teacher's content and pedagogical knowledge represents basic understanding but does not extend to connections with other disciplines or to possible student misconceptions.	Teacher demonstrates solid understanding of the content and its prerequisite relationships and connections with other disciplines. Teacher's instructional practices reflect current pedagogical knowledge.	Teacher's knowledge of the content and pedagogy are extensive, showing evidence of a continuing search for improved practice. Teacher actively builds on knowledge of prerequisites and misconceptions when describing instruction or seeking causes for student misunderstanding.
<b>1b: Demonstrating Knowledge of Students</b>	Teacher makes little or no attempt to acquire knowledge of students' backgrounds, skills, or interests, and does not use such information in planning.	Teacher demonstrates partial knowledge of students' backgrounds, skills, and interests, and attempts to use this knowledge in planning for the class as a whole.	Teacher demonstrates thorough knowledge of students' backgrounds, skills, and interests, and uses this knowledge to plan for groups of students.	Teacher demonstrates thorough knowledge of students' backgrounds, skills, and interests, and uses this knowledge to plan for individual student learning.
<b>1c: Selecting Instructional Goals</b>	Teacher's goals represent trivial learning, are unsuitable for students, or are stated only as instructional activities, and they do not permit viable methods of assessment.	Teacher's goals are of moderate value, or suitability for students in the class, consisting of a combination of goals and activities, some of which permit viable methods of assessment.	Teacher's goals represent valuable learning and are suitable for most students in the class; they reflect opportunities for integration and permit viable methods of assessment.	Teacher's goals reflect high-level learning relating to curriculum frameworks and standards; they are adapted, where necessary, to the needs of individual students, and permit viable methods of assessment.
<b>1d: Demonstrating Knowledge of Resources</b>	Teacher is unaware of school or district resources available either for teaching or for students who need them.	Teacher displays limited knowledge of school or district resources available either for teaching or for students who need them.	Teacher is fully aware of school and district resources available for teaching, and knows how to gain access to school and district resources for students who need them.	Teacher seeks out resources for teaching in professional organizations and in the community, and is aware of resources available for students who need them, in the school, the district, and the larger community.
<b>1e: Designing Coherent Instruction</b>	The various elements of the instructional design do not support the stated instructional goals or engage students in meaningful learning, and the lesson or unit has no defined structure.	Some of the elements of the instructional design support the stated instructional goals and engage students in meaningful learning, while others do not. Teacher's lesson or unit has a recognizable structure.	Most of the elements of the instructional design support the stated instructional goals and engage students in meaningful learning, and the lesson or unit has a clearly defined structure.	All of the elements of the instructional design support the stated instructional goals, engage students in meaningful learning, and show evidence of student input. Teacher's lesson or unit is highly coherent and has a clear structure.
<b>1f: Assessing Student Learning</b>	Teacher's approach to assessing student learning contains no clear criteria or standards, and lacks congruence with the instructional goals. Teacher has no plans to use assessment results in designing future instruction.	Teacher's plan for student assessment is partially aligned with the instructional goals and includes criteria and standards that are not entirely clear or understood by students. Teacher uses the assessment to plan for future instruction for the class as a whole.	Teacher's plan for student assessment is aligned with the instructional goals at least nominally, with clear assessment criteria and standards that have been communicated to students. Teacher uses the assessment to plan for groups of students or individuals.	Teacher's plan for student assessment is fully aligned with the instructional goals, containing clear assessment criteria and standards that are not only understood by students but also show evidence of student participation in their development. Teacher's students monitor their own progress in achieving the goals.



**SOUTH ORANGETOWN CENTRAL SCHOOL DISTRICT**

**Domain 1: *Planning and Preparation***

**Summary of Observation:**

**Suggestions:**



## SOUTH ORANGETOWN CENTRAL SCHOOL DISTRICT

### Domain 2: The Classroom Environment

COMPONENT	LEVEL OF PERFORMANCE			
	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
<b>2a: Creating an Environment of Respect and Rapport</b>	Classroom interactions, both between the teacher and students and among students, are negative or inappropriate and characterized by sarcasm, put-downs, or conflict.	Classroom interactions are generally appropriate and free from conflict but may be characterized by occasional displays of insensitivity.	Classroom interactions reflect general warmth and caring, and are respectful of the cultural and developmental differences among groups of students.	Classroom interactions are highly respectful, reflecting genuine warmth and caring toward individuals. Students themselves ensure maintenance of high levels of civility among members of the class.
<b>2b: Establishing a Culture for Learning</b>	The classroom does not represent a culture for learning and is characterized by low teacher commitment to the subject, low expectations for student achievement, and little student pride in work.	The classroom environment reflects only a minimal culture for learning, with only modest or inconsistent expectations for student achievement, little teacher commitment to the subject, and little student pride in work. Both teacher and students are performing at the minimal level to "get by."	The classroom environment represents a genuine culture for learning, with commitment to the subject on the part of both teacher and students, high expectations for student achievement, and student pride in work.	Students assume much of the responsibility for establishing a culture for learning in the classroom by taking pride in their work, initiating improvements to their products, and holding the work to the highest standard. Teacher demonstrates a passionate commitment to the subject.
<b>2c: Managing Classroom Procedures</b>	Classroom routines and procedures are either nonexistent or inefficient, resulting in the loss of much instruction time.	Classroom routines and procedures have been established but function unevenly or inconsistently, with some loss of instruction time.	Classroom routines and procedures have been established and function smoothly for the most part, with little loss of instruction time.	Classroom routines and procedures are seamless in their operation, and students assume considerable responsibility for their smooth functioning.
<b>2d: Managing Student Behavior</b>	Student behavior is poor, with no clear expectations, no monitoring of student behavior, and inappropriate response to student misbehavior.	Teacher makes an effort to establish standards of conduct for students, monitor student behavior, and respond to student misbehavior, but these efforts are not always successful.	Teacher is aware of student behavior, has established clear standards of conduct, and responds to student misbehavior in ways that are appropriate and respectful of the students.	Student behavior is entirely appropriate, with evidence of student participation in setting expectations and monitoring behavior. Teacher's monitoring of student behavior is subtle and preventive, and teacher's response to student misbehavior is sensitive to individual student needs.
<b>2e: Organizing Physical Space</b>	Teacher makes poor use of the physical environment, resulting in unsafe or inaccessible conditions for some students or a serious mismatch between the furniture arrangement and the lesson activities.	Teacher's classroom is safe, and essential learning is accessible to all students, but the furniture arrangement only partially supports the learning activities.	Teacher's classroom is safe, and learning is accessible to all students; teacher uses physical resources well and ensures that the arrangement of furniture supports the learning activities.	Teacher's classroom is safe, and students contribute to ensuring that the physical environment supports the learning of all students.



## SOUTH ORANGETOWN CENTRAL SCHOOL DISTRICT

### Domain 3: Instruction

COMPONENT	LEVEL OF PERFORMANCE			
	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
<b>3a: Communicating Clearly and Accurately</b>	Teacher's oral and written communication contains errors or is unclear or inappropriate to students.	Teacher's oral and written communication contains no errors, but may not be completely appropriate or may require further explanations to avoid confusion.	Teacher communicates clearly and accurately to students, both orally and in writing.	Teacher's oral and written communication is clear and expressive, anticipating possible student misconceptions.
<b>3b: Using Questioning and Discussion Techniques</b>	Teacher makes poor use of questioning and discussion techniques, with low-level questions, limited student participation, and little true discussion.	Teacher's use of questioning and discussion techniques is uneven, with some high-level questions, attempts at true discussion, and moderate student participation.	Teacher's use of questioning and discussion techniques reflects high-level questions, true discussion, and full participation by all students.	Students formulate many of the high-level questions and assume responsibility for the participation of all students in the discussion.
<b>3c: Engaging Students in Learning</b>	Students are not at all intellectually engaged in significant learning, as a result of inappropriate activities or materials, poor representations of content, or lack of lesson structure.	Students are intellectually engaged only partially, resulting from activities or materials of uneven quality, inconsistent representations of content, or uneven structure or pacing.	Students are intellectually engaged throughout the lesson, with appropriate activities and materials, instructive representations of content, and suitable structure and pacing of the lesson.	Students are highly engaged throughout the lesson and make material contributions to the representation of content, the activities, and the materials. The structure and pacing of the lesson allow for student reflection and closure.
<b>3d: Providing Feedback to Students</b>	Teacher's feedback to students is of poor quality and is not given in a timely manner.	Teacher's feedback to students is uneven, and its timeliness is inconsistent.	Teacher's feedback to students is timely and of consistently high quality.	Teacher's feedback to students is timely and of consistently high quality, and students make use of the feedback in their learning.
<b>3e: Demonstrating Flexibility and Responsiveness</b>	Teacher adheres to the instruction plan in spite of evidence of poor student understanding or students' lack of interest, and fails to respond to students' questions; teacher assumes no responsibility for students' failure to understand.	Teacher demonstrates moderate flexibility and responsiveness to students' needs and interests during a lesson, and seeks to ensure the success of all students.	Teacher seeks ways to ensure successful learning for all students, making adjustments as needed to instruction plans and responding to student interests and questions.	Teacher is highly responsive to students' interests and questions, making major lesson adjustments if necessary, and persists in ensuring the success of all students.

**SOUTH ORANGETOWN CENTRAL SCHOOL DISTRICT**

***Domain 2: The Classroom Environment***

**Summary of Observation:**

**Suggestions:**

**SOUTH ORANGETOWN CENTRAL SCHOOL DISTRICT**

***Domain 3: Instruction***

**Summary of Observation:**

**Suggestions:**



**SOUTH ORANGETOWN CENTRAL SCHOOL DISTRICT**

**Domain 4: Professional Responsibility**

COMPONENT	LEVEL OF PERFORMANCE	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
<b>4a: Reflecting on Teaching</b>	Teacher does not reflect accurately on the lesson or propose ideas as to how it might be improved.	Teacher's reflection on the lesson is generally accurate, and teacher makes general suggestions as to how it might be improved.	Teacher reflects accurately on the lesson, citing general characteristics. Teacher makes some specific suggestions about how it might be improved.	Teacher draws on an extensive repertoire to accurate and perceptive, citing specific examples and reflective strategies.	Teacher reflects on the lesson is highly accurate and perceptive, citing specific examples and reflective strategies.
<b>4b: Maintaining Accurate Records</b>	Teacher has no system for maintaining accurate records, resulting in errors and confusion.	Teacher's system for maintaining accurate records is rudimentary and only partially effective.	Teacher's system for maintaining accurate records is efficient and effective.	Teacher's system for maintaining accurate records is efficient and effective, and students contribute to its maintenance.	Teacher's system for maintaining accurate records is efficient and effective, and students contribute to its maintenance.
<b>4c: Communicating with Families</b>	Teacher provides little or no information to families and makes no attempt to engage them in the instructional program.	Teacher communicates frequently with families and makes an effort to engage families in the instructional program.	Teacher communicates frequently and sensitively with families and successfully engages them in the instructional program; students participate in communicating with families.	Teacher communicates frequently and sensitively with families and successfully engages them in the instructional program; students participate in communicating with families.	Teacher communicates frequently and sensitively with families and successfully engages them in the instructional program; students participate in communicating with families.
<b>4d: Contributing to the School and District</b>	Teacher's relationships with colleagues are negative or self-serving, and teacher avoids being involved in school and district projects.	Teacher's relationships with colleagues are cordial, and teacher participates in school and district events and projects when specifically requested.	Teacher participates actively in school and district projects, and maintains positive relationships with colleagues.	Teacher makes a substantial contribution to school and district events and projects, assuming leadership with colleagues.	Teacher makes a substantial contribution to school and district events and projects, assuming leadership with colleagues.
<b>4e: Growing and Developing Professionally</b>	Teacher does not participate in professional development activities, even when such activities are clearly needed for the development of teaching skills.	Teacher's participation in professional development activities is limited to those that are convenient.	Teacher participates actively in professional development activities and contributes to the profession.	Teacher makes a substantial contribution to the profession through such activities as action research and mentoring new teachers, and actively pursues professional development.	Teacher makes a substantial contribution to the profession through such activities as action research and mentoring new teachers, and actively pursues professional development.
<b>4f: Showing Professionalism</b>	Teacher's sense of professionalism is low, and teacher contributes to practices that are self-serving or harmful to students.	Teacher's attempts to serve students based on the best information are genuine but inconsistent.	Teacher makes genuine and successful efforts to ensure that all students are well served by the school.	Teacher assumes a leadership position in ensuring that school practices and procedures ensure that all students, particularly those traditionally underserved, are honored in the school.	Teacher makes a substantial contribution to the profession through such activities as action research and mentoring new teachers, and actively pursues professional development.

**Summary/Suggestions**



# APPENDIX TWO

---

## SOUTH ORANGETOWN CENTRAL SCHOOL DISTRICT

### SUMMARATIVE REVIEW

NAME: \_\_\_\_\_ SCHOOL: \_\_\_\_\_

GRADE/SUBJECT: \_\_\_\_\_ DATE: \_\_\_\_\_

		UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
DOMAIN 1	PLANNING AND PREPARATION				
DOMAIN 2	CLASSROOM ENVIRONMENT				
DOMAIN 3	INSTRUCTION				
DOMAIN 4	PROFESSIONAL RESPONSIBILITY				

COMMENTS:

Teacher's Signature: \_\_\_\_\_ Administrator's Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_



**APPENDIX THREE**

---

**SOUTH ORANGETOWN CENTRAL SCHOOL DISTRICT**

*REPORT OF CLASSROOM VISIT*

Name: \_\_\_\_\_

Date of Visit: \_\_\_\_\_

If the purpose of the visit was to observe the teacher, please note where evidence was observed:

- Creating an environment of respect and rapport
- Establishing a culture for learning
- Managing classroom procedures
- Managing student behavior
- Organizing physical space
- Communicating clearly and accurately
- Using questions and discussion techniques
- Engaging students in learning
- Providing feedback to students
- Demonstrating flexibility and responsiveness

Comments:

If the purpose of the classroom visit was other than teacher observation, please indicate purpose:

Administrator's \_\_\_\_\_ Date: \_\_\_\_\_  
Signature: \_\_\_\_\_

Teacher's \_\_\_\_\_ Date: \_\_\_\_\_  
Signature: \_\_\_\_\_



**SOUTH ORANGETOWN CENTRAL SCHOOL DISTRICT**

**Design a model reflection sheet.**  
*Reflection Questions*

TEACHER: \_\_\_\_\_ OBSERVER(S) \_\_\_\_\_

GRADE LEVEL(S) \_\_\_\_\_ SUBJECT(S) \_\_\_\_\_ DATE \_\_\_\_\_

Please comment on the different aspects of your instructional delivery.

	Which aspects of your instructional delivery were effective and why?	What would you do differently to increase the effectiveness of the lesson?
Classroom Environment		
Instructional Strategies		
Student Activities		
Materials, Resources, and Technology		
Student Assessment Method(s)		



In general, how successful was the lesson? Did the students learn what you intended them to learn?



**APPENDIX FOUR**

---

**SOUTH ORANGETOWN CENTRAL SCHOOL DISTRICT**

*PROFESSIONAL GROWTH PROPOSAL*

Names(s): 1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_  
4. \_\_\_\_\_

School \_\_\_\_\_

School Year: \_\_\_\_\_

Option Two (Individual Project): \_\_\_\_\_

Option Three (Collaborative Project): \_\_\_\_\_

Title or Description of Project:

Goals/Objectives/Outcomes:

Implementation Plan with Activities:

Completion Target Date: \_\_\_\_\_

Teacher's  
Signature(s): \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_

Administrator's  
Signature(s): \_\_\_\_\_ Date: \_\_\_\_\_

**This plan must be submitted by October 15th**



**APPENDIX FIVE**

---

**SOUTH ORANGETOWN CENTRAL SCHOOL DISTRICT**

*PROFESSIONAL GROWTH PLAN SUMMARY*

Names(s): 1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_  
4. \_\_\_\_\_

School \_\_\_\_\_

School Year: \_\_\_\_\_

Project Title of Prescription: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Summary:** (Describe how you have accomplished your professional growth project. Please outline specific examples of how you have implemented this project. Attach samples of student and/or teacher work if appropriate.)

Administrator's Comments:

Teacher's  
Signature(s): \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_

Administrator's  
Signature(s): \_\_\_\_\_ Date: \_\_\_\_\_

**This plan must be submitted by June 1**

