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Agreement

between the

Port Jefferson Public Schools

Union Free School District No. 6

and the

**Port Jefferson Teachers'
Association**

JULY 1, 2001 THROUGH JUNE 30, 2006

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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**PORT JEFFERSON PUBLIC SCHOOLS
Union Free School District No. 6
Port Jefferson, New York**

PREAMBLE

This Agreement dated January __, 2002, by and between the Board of Education of the Port Jefferson School District No. 6 (hereinafter called the "Board" or the "District") and the Port Jefferson Teachers' Association (hereinafter called the "Association") covers all teachers for the period from July 1, 2001 - June 30, 2006. The term "teacher" as used herein shall mean any member of the bargaining unit represented by the Port Jefferson Teachers' Association.

WITNESSETH

Whereas, the Board and the Association recognize and declare that providing a quality education for the children of Port Jefferson Schools is their common aim and that the realization of such education depends largely upon the efforts and morale of the teaching staff, and

Whereas, the members of the teaching staff are professionally qualified to assist in formulating policies and programs, designed to improve educational standards, and

Whereas, the Board has a statutory obligation, pursuant to Article 14 of the Civil Service Law (Chapter 352 of the Laws of 1967, Public Employees' Fair Employment Act), to negotiate with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

Whereas, the Board is charged by law to have in all respects the superintendence, management and control of said District, and

Whereas, the Board and the Association reached certain understandings which they desire to confirm in the Agreement,

Resolved, in consideration of the following mutual covenants, it is hereby agreed as follows:

Article I

STATEMENT OF RECOGNITION

The Board, having determined that the Association is supported by a majority of the persons in a unit composed of all professional, certificated personnel, summer school teachers and nurses, except the Superintendent of Schools, Assistant Superintendent for Curriculum and Special Services, Administrative Assistant for Special Education and Athletics, Principals and Assistant Principals, hereby recognizes the Association as the exclusive negotiating agent for such unit.

The Board agrees not to negotiate with any organization other than the Association for the duration of this Agreement.

The District and the Association agree that they shall not discriminate against any unit member for reasons of age, race, creed, color, national origin, sex, membership or lack of membership in the Association.

Article II

DUES DEDUCTION

The District agrees to deduct from the salaries of its employees dues for the Association and Vote-Cope contributions. Teachers shall individually and voluntarily authorize the District to deduct and to transmit the monies promptly to the Association. Teacher authorizations shall be in writing and shall continue in effect until written notice of cancellation has been received by the office of the Superintendent of Schools.

The District does hereby agree that in accordance with the District's regular dues deduction procedures, each employee shall pay to the collective bargaining agent a service charge toward the administration of the agreement and the representation of such employee, provided, however, that each employee has available to him/her membership in the Association on the same terms and conditions as are available to every other member of the Association. The service charge shall be an amount equal to the collective bargaining agent's regular and usual monthly dues for each month thereafter in an amount equal to the regular and usual monthly dues. The District shall deduct such fee in the same manner that the membership dues are deducted.

The Association shall supply the District with a list of names of nonmembers at least fifteen (15) days prior to the deduction of any agency fee.

Article III NEGOTIATION PROCEDURES

- A. It is contemplated that the terms and conditions of employment provided in this agreement shall remain in effect until altered by mutual agreement in writing between the District and the Association. It is also recognized that, inasmuch as there may be areas of mutual concern to the District and the Association which are not yet covered by this agreement, the District and the Association may in future years expand its contents. The District and the Association consider this negotiating agreement a viable document, providing for growth and revision.
- B. Neither the District nor the Association shall have any control over the selection of the negotiating representatives of the other group. While no final agreement shall be executed without ratification by the Association and the District, they mutually pledge that their representatives shall be given the authority to make proposals, consider proposals, and reach compromises in the course of negotiations.

Article IV GRIEVANCE PROCEDURE

- A. Definitions:
1. "Grievance" - a complaint by a teacher of the Port Jefferson Schools of an alleged violation of any of the terms and conditions of this agreement or a complaint by the Association only on those matters directly involving Association rights in the agreement or groups of teachers on those matters of District-wide application of the agreement.
 2. "Party in Interest" - the person or persons making the claim and any person who might be requested to take action or against whom action might be taken in order to resolve the claim.
 3. "Days" - shall mean school days.
 4. "Grievance Committee" - refers to representatives elected by Association members to serve in this capacity.
- B. Basic Principles:
1. It is the intent of these procedures to provide for the orderly and prompt settlement of differences in an equitable manner.
 2. A teacher may feel confident that his/her use of the grievance procedure shall be considered as a basic right under the terms of this agreement.

3. Failure at any step to communicate a decision within the specified time limit shall permit the aggrieved to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.
4. Any party in interest shall have the right to be accompanied and represented at any stage of the procedure by a person of his/her own choice. When a teacher is not represented by a member of the Grievance Committee, a member of the Grievance Committee may be present to state his/her views at all stages of the grievance procedure at the request of the aggrieved.
5. Decisions rendered at levels one, two, three and four of the procedure shall be in writing, setting forth the decision and the reasons thereof and shall be transmitted promptly to all parties in interest and, at the request of the aggrieved, to the Chairperson of the Grievance Committee.
6. All records of hearings shall be considered confidential information except as they may be a part of a public record.
7. Time limitations may be extended by agreement of both parties involved in the grievance.
8. In the event a grievance is filed on or after June 1 of a given school year, the parties in interest shall endeavor to reduce time limits so that the grievance procedure may be completed prior to the end of the school year.
9. In the event a teacher elects to submit a dispute involving involuntary reassignment to a neutral as set forth in Article VI, Section L of this agreement, he/she waives his/her right to grieve the issue under Article IV herein.

C. Procedures:

1. Level I
 - a. The aggrieved teacher shall present his/her grievance in writing to his/her principal, who shall discuss the grievance with the aggrieved teacher within five (5) days after its being presented to him/her. The principal shall respond in writing within five (5) days after the grievance has been discussed. A grievance shall be deemed waived unless it is submitted within forty (40) days after the aggrieved party knew or should have known of the conditions on which it is based.

2. Level II

- a. If the aggrieved teacher is not satisfied with the decision at Level I (a), he/she may file the grievance in writing with the Chairperson of the Grievance Committee and the Superintendent of Schools within five (5) days after the decision at Level I.**
- b. The Superintendent of Schools, or his/her representative, shall, within five (5) days of receipt of the written grievance, meet with the aggrieved teacher in an effort to resolve the grievance.**
- c. The Superintendent of Schools, or his/her representative, shall, within ten (10) days of receipt of the written grievance, render his/her decision.**
- d. If the grievance is not satisfactorily resolved at this stage, the aggrieved teacher may proceed to Level III.**

3. Level III

- a. The aggrieved teacher, if not satisfied with the decision rendered at Level II, may, within five (5) days after the Superintendent of Schools' decision, file the grievance in writing with the Board through the Superintendent of Schools, and a copy may be filed with the Chairperson of the Grievance Committee.**
- b. The Board, or a committee of Board members, shall, within ten (10) days after receipt of the written grievance, meet with the aggrieved teacher in an effort to resolve the grievance. The decision of the Board shall be transmitted to the aggrieved following the next regularly scheduled Board meeting, through the Superintendent of Schools.**
- c. If the grievance is not satisfactorily resolved for the parties in interest by the Board's decision, the aggrieved may proceed to Level IV.**

4. Level IV

- a. The aggrieved teacher may request that the Association submit the grievance to arbitration. The Association shall determine whether the grievance is meritorious and that its appeal is in the best interest of the school system. It may submit the grievance to arbitration by written notice to the District within ten (10) days of the Level III decision.**
- b. The Association and the District shall select an arbitrator through the American Arbitration Association.**
- c. The arbitrator selected shall confer with the District and the aggrieved teacher, or his/her designee within twenty (20) days from the date the final statements and proofs are submitted. The arbitrator's decision shall be in writing and shall set forth findings, reasonings and conclusions on the issue(s) submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement. The decision of the arbitrator shall be binding. The arbitrator shall have no power to alter, add to, or detract from the provisions of this agreement.**
- d. The costs for the services of the arbitrator shall be borne equally by the District and the Association.**

Article V ASSOCIATION PRIVILEGES

- A. The President of the Association and Chairpersons of Association Committees shall be allowed to visit other schools in the District, provided this does not interfere with their professional assignments, to distribute Association news bulletins or see teachers in other schools relative to Association affairs. Such visits should not interfere in any way with the normal routine of the school or teachers visited and should be with the consent of the building principal.**
- B. The Association and Association Committees shall have the right to use school buildings, without cost, at reasonable times for meetings. Request for use of buildings shall be made to the principal of the building in advance.**

- C. No other Monday meeting requiring the attendance of Association members may be held to conflict with Association meetings, the third Monday of the month after the completion of the work day. If the third Monday is a holiday, an alternate meeting day shall be provided.
- D. The Association shall be given an opportunity, at the close of building faculty meetings, to present brief reports and announcements. Its President shall be invited to greet teachers new to the District at their first orientation meeting.
- E. The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards. The Association may use the inter-school mail service and teacher mail boxes for communications to teachers. In case of emergency, the public address system may be used for announcing the date, time and place of Association meetings.
- F. The President of the Association shall be allowed time of at least one (1) class period per day, or its equivalent, whenever possible, for the purpose of implementing this contract and attending to Association business. The Association President shall be released from all non-teaching duties.

Article VI
RESPONSIBILITIES AND RIGHTS OF TEACHERS IN
DEVELOPING AND IMPLEMENTING THE
EDUCATIONAL PROGRAM

A. Meetings Beyond School Day

The District and the Association recognize that teachers have responsibilities which extend beyond the pupil's regular school day and that it is necessary at times to assist pupils, confer with parents, attend faculty and department meetings after the close of the official school day.

B. Evaluation of School Program

The District and the Association recognize the necessity of teachers continuing to evaluate the educational program in the Port Jefferson Schools and working to improve that program. Teachers and supervisory personnel shall cooperate in defining educational objectives, planning curriculum and implementing agreed upon changes recommended by professional educators.

C. Selection of New Teachers

Although the Superintendent of Schools' judgment is paramount in recommending an applicant for a position in the Port Jefferson Schools to the Board, the District and the Association recognize that teachers' estimations can be helpful in selecting teachers. The District and the Association, therefore, agree that whenever possible the Superintendent of Schools and administrators shall consider the reactions of teachers to applicants for teaching positions. To this end, the Superintendent of Schools shall involve teachers, the pertinent building principal and, if applicable, the concerned department head and team teachers. Reactions are not requisite to a teacher being hired but shall be solicited when convenient and weighed by the Superintendent of Schools and/or other administrators.

D. Selection of Administrators

It is recognized by the parties that the District has the responsibility for selection of full-time school administrators. As a form of consultation and advice, the District agrees that the Association, as one of the groups to be involved, shall be consulted on the establishment of criteria for the filling of administrative positions and questions to be put to candidates and shall be invited to meet with the final candidates.

E. Evaluation

1. The District and Association agree that teachers, in cooperation with administrative and supervisory personnel, shall continue to work toward developing reliable and significant criteria for the evaluation of effective teaching performance.
2. The District and the Association agree that a teacher has the right to evaluation of his/her performance and to assistance in improvement of that performance. The purpose of evaluation is the improvement of instruction.
3. All evaluations shall be based on mutually agreed upon criteria listed on established formative and summative evaluation forms. Results of nationally and/or state prepared standardized examinations shall not be used to assess teacher performance.
4. Each non-tenured teacher shall be privileged to at least two (2) written evaluations per year.

5. Evaluations shall be discussed between the teacher and the evaluator within one (1) week and shall be signed by the teacher to signify his/her notification that the item shall be placed in the file. A copy shall be given to the teacher. The teacher shall be provided the opportunity to write a rebuttal to the evaluator's conclusions. All materials placed in the file after initial employment shall be open to the teacher except for those confidential recommendations from outside the District.
6. Each teacher should be provided definite, positive assistance to correct professional difficulties and time to incorporate the recommended changes. To complement the assistance given by the administration, the Association shall have an advisory committee to work with probationary teachers in the improvement of instruction.
7. Evaluation of a teacher's performance should be conducted openly and recorded with the teacher's full knowledge and awareness.
8. Effective July 1, 2001, and in lieu of the existing SIM evaluation system, the District shall utilize a new evaluation system, which is set forth in detail in Appendix "I" attached hereto and incorporated herein. The system includes but is not limited to: 1) annual written evaluations of all teachers; 2) announced and unannounced observations for the file; and 3) different systems for satisfactory tenured teachers, unsatisfactory tenured teachers and non-tenured teachers.

F. Selection of Textbooks/Instructional Materials

The District and the Association agree the teachers shall participate in selecting textbooks and instructional materials.

G. Building Level Teams

1. As part of the District's effective schools program, Building Level Teams may be established. Membership shall be voluntary.
2. These teams shall be authorized to operate within the terms and conditions of employment set forth in this agreement.

3. Should any Building Level Team wish to act in a manner inconsistent with this agreement, it may apply for a waiver. The waiver must be signed by the District and the Association prior to implementation. If a waiver is not granted by either party, the Building Level Team shall operate within established contractual provisions and procedures.
4. In no event shall any act or program of any Building Level Team be considered binding or precedent-setting with respect to the Association or any existing or future Building Level Team.

H. Lesson/Unit Plans

The District and the Association agree that when a teacher is absent, he/she shall make lesson plans available to the administrative office for use by a substitute or the principal. The District and the Association agree that written plans for comprehensive courses or units of study should be available for purposes of evaluation by administrators.

I. Freedom of Expression

Freedom of individual conscience, association and expression shall be encouraged, and fairness in procedures shall be observed both to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society.

J. Promotions and Vacancies

Positions which become vacant or newly created positions shall be posted in each building. The posting shall state the qualifications and the requirements of the vacancy. Persons wishing to apply may do so in the manner prescribed for all applicants. Posting and public notice shall coincide.

K. Voluntary Reassignment

1. The Superintendent shall post in all buildings a list of known vacancies which shall occur the following school year. This list shall be posted as soon as the District is aware of such vacancies. During the summer vacation, notices of such vacancies shall be sent to the staff by mail.

2. Teachers who desire a change in grade, subject, assignment or building shall file a written statement of such desire with the Superintendent on or before March 1st. Such statement shall include the grade and/or subject to which the teacher desires to be transferred, in order of preference. Such statements must be renewed annually to remain active.
3. In the determination of request for voluntary reassignment and/or transfer, the wishes of the teacher shall be honored to the extent that they do not conflict with the instructional requirements and best interests of the District.

L. Involuntary Reassignment

1. Although the District and the Association recognize that frequent reassignment of teachers may be disruptive to the educational process, they also recognize that some involuntary reassignments may be unavoidable and that in making assignments in the District, the interests and aspirations of the teachers must be considered. Therefore, the parties agree that:
 - a. Volunteers shall be sought by the District in all matters of involuntary assignment.
 - b. When involuntary reassignments are necessary, a teacher shall not be assigned to a position outside his/her area of certification without his/her written permission.
 - c. The Superintendent shall give written notification of reassignments as soon as the District is aware of the need for reassignment.
 - d. An involuntary reassignment shall be made only after a meeting between the teacher involved, and his/her representative, and the Superintendent, at which time the teacher shall be notified of the specific reason(s) for the reassignment.

- e. If the teacher is not satisfied with the results of the meeting set forth in paragraph "d," he/she may request that the Association submit the matter to a neutral person by notifying the District within ten (10) school days following the meeting. The Association shall determine whether the grievance is meritorious and whether its submission to a neutral is in the best interest of the school system. The neutral shall be someone chosen by the Superintendent of Schools and the President of the Association, acting jointly. A hearing shall be held as soon as possible. A person who chooses to submit the matter to a neutral automatically waives access to the grievance procedure set forth in Article IV of this agreement. Likewise, a person dissatisfied with an involuntary reassignment, and who chooses to file a grievance under Article IV of this agreement, shall be deemed to have waived his/her right to access to the neutral as stipulated herein.

The decision of the neutral shall be rendered within thirty (30) days after a hearing and shall be binding upon all parties. The decision shall have the same force and effect as arbitration decisions rendered pursuant to Article IV.

The costs for the services of the neutral shall be borne equally by the District and the Association.

In the event that an involuntary reassignment shall become a matter submitted to a neutral as set forth herein, such reassignment shall not become final until after the entire process set forth in paragraphs "a" through "e" have been completed.

- f. If an emergency should arise (death, illness, resignation, changes during the summer months, etc.) the District shall have the right to reassign a person pending the results of the procedures set forth above.

M. Notice of Assignment

Teachers shall be notified no later than June 30th of each contract year of their teaching assignment for the following year, subject to change of said assignment in the discretion of the District in the event of subsequent unforeseen circumstances.

N. Instructional Coordinators

Effective September 1, 2001, the District agrees to create and fund four (4) stipended positions with the title of "Instructional Coordinator" for a three (3) year pilot program. The Instructional Coordinators will be in the areas of:

- (1) English Language Arts/Social Studies - Elementary Level
- (1) English Language Arts/Social Studies - Secondary Level
- (1) Math/Science - Elementary Level
- (1) Math/Science - Secondary Level

The Instructional Coordinators shall be responsible for the specific duties outlined in the final Job Description approved by the Superintendent of Schools. Copies of said Job Descriptions are attached hereto as Exhibit "B."

It is understood that the duties of subject area Coordinators shall extend beyond the regular school day and year:

- 1½ hours three (3) times a week beyond the regular school day during the school year
- 5 full days of summer meetings. (The dates shall be mutually agreed to by the Instructional Coordinator and the Superintendent of Schools.

Stipend:

School Year 2001-2002 -	Year 1 -	\$10,000
School Year 2002-2003 -	Year 2 -	25% of BA Step 1
School Year 2003-2004 -	Year 3 -	25% of BA Step 1

**Article VII
SCHOOL BUILDING FACILITIES**

- A. The District and the Association share the ambition to have a clean, pleasant, comfortable school environment, conducive to good learning and effective teaching.
- B. The District and the Association agree that there is a need for the administration constantly to review the condition of school building facilities with the intention of properly maintaining them, and where feasible, improving them.
- C. It is agreed that teachers' suggestions for maintaining and improving school facilities shall be taken into consideration and implemented where possible.

Article VIII
CONDITIONS OF PROFESSIONAL PRACTICE

- A. 1. It is agreed that the school day for teachers be as follows:

Pre-K	AM	8:00 a.m. - 3:00 p.m.
K		8:00 a.m. - 3:00 p.m.
Grades 1 - 4		8:30 a.m. - 3:30 p.m.
Grades 5 & 6		8:00 a.m. - 3:00 p.m.
Grades 7 & 8		7:25 a.m. - 2:25 p.m.
Grades 9-12		7:25 a.m. - 2:25 p.m.

The District may vary the teachers school day by advancing it or retarding it where necessary to meet the needs of the schools without thereby increasing the school day for any teacher.

2. The length of the school day for teachers in the Port Jefferson Schools shall be at least seven (7) hours. Monday afternoons after pupil dismissal shall be reserved for faculty meetings. The building principal may, as school needs determine, call additional faculty meetings on Mondays other than the first Monday of each month after resolving any conflicts with scheduled department or Association meetings. On other days teachers shall be available for professional meetings and conferences. Preparation of professional materials shall be made at times mutually convenient for administrators and teachers. On the last day of the school week the teachers day shall end ten (10) minutes after general student dismissal.
3. It is agreed that teachers shall hold themselves available for student help after school as necessary and as currently practiced in each school.
4. In recognition of the need to provide additional systemic professional development and curricula updating to meet the State's new requirements for graduation and more rigorous student assessment, it is agreed that the following schedule of additional hours beyond the regular school day shall be adopted:

<u>Year</u>	<u>Non-Tenured Employee Hours</u>	<u>Tenured Employee Hours</u>
2001-2002	10	5
2002-2003	15	10
2003-2004	15	10
2004-2005	20	15
2005-2006	25	20

It is agreed that the types of professional development and curricula updating will be collaboratively agreed upon. Further, the District will award one in-service credit for every 15 hours of time spent pursuant to this section.

5. Teachers should hold the times when they leave the school building during the scheduled school day to a minimum. Routine items such as banking activities on payday may be handled during the teacher's unscheduled time. In all instances, when a teacher is absent from his or her assigned building, word must be left in the administration office that the teacher is not on the building premises. The teacher shall leave word where he/she can be located in case of a school emergency.
6. The work year of teachers, other than guidance personnel and new teachers who may be required to attend additional orientation sessions, shall begin no earlier than one (1) day prior to the first day that students are required to report at the opening of school and shall end no later than one (1) day following the last scheduled day of school for pupils, provided all final reports have been completed in a satisfactory manner.
7. Effective July 1, 2001, the school year shall be increased from 182 days to 183 days. The additional work day will be used for staff development and curricula updating. This day will be mutually planned by the District and the Teachers' Association Professional Development Committee. Students will not be in attendance on this day.

- B. It is understood by and between the parties that the numbers referring to desired maximums pertaining to pupil teacher ratios and class loads are not absolute limits which cannot be surpassed or exceeded. The absolute maximums resulting from the application of the formulae of section 4, below, to the desired maximums cannot be exceeded except if classroom space is not available.

1. The desired maximum in kindergarten classes shall be twenty-three (23) students in a class. The desired maximum in pre-K classes shall be twenty-three (23) students in a class.
2. The desired maximum in grades 1, 2, and 3 shall be twenty-three (23) students in a class.
3. The desired maximum in intermediate grades shall be twenty-five (25) students in a class.
4. No class shall exceed the desired maximums above by more than fifteen percent (15%) rounded to the next higher whole number. However, the average class size per grade shall not exceed the desired maximum by more than three (3) students. When the average class size of any grade exceeds the desired maximum by three (3), and one additional student is assigned to any class of that grade, a new class shall be provided, subject to the availability of classroom space. For purposes of computation, the grade determinant of combined classes shall be determined on the basis of the grade level of the majority of students in a combined class.

If, before the critical date of February 1st, the number in a class or grade exceeds the class or grade restrictions of section 4, a new class shall be formed to satisfy these requirements. If, on or after February 1st, the number exceeds the requirements of section 4, the District shall not be required to make any adjustments in class size.

5. Reasonable efforts shall be made to achieve the listed standards for pupil-teacher ratios and class loads in the sections which follow:
 - a. The desired maximum teaching load in academic classes in the secondary schools shall be one hundred twenty-five (125) students per teacher.
 - b. Teachers in secondary schools shall be assigned to no more than five (5) teaching periods, one (1) preparation period, and two (2) professional periods for meeting professional responsibilities such as curriculum improvement projects, student help, group planning, parent conferences, department meetings, grade level meetings, district committee meetings, and building committee meetings. In addition, whenever possible, teachers shall be given no more than three (3) preparations daily. (Exceptions to the number of teaching periods may be made at the request of the teacher.)

- c. Teachers in secondary schools shall designate one (1) professional period per day for meeting with students. This information shall be given to the building principal who shall post it.
 - d. Reasonable efforts should be made to limit the size of laboratory science, home economics, industrial arts and physical education classes to the capacity of the available facilities.
 - e. The desired counseling load for guidance teachers in the secondary schools shall be two hundred fifty (250) to three hundred (300) per teacher.
- C. It is agreed that it is desirable to schedule classes so that teachers in the secondary schools shall not have more than three (3) consecutive classes. Special needs of teachers shall be given every consideration by building principals. Assigned time shall be approximately equal for all teachers. It is agreed that it is desirable to schedule classes so that teachers in the elementary school shall have no more than one hundred twenty (120) minutes of consecutive class time.
- D. It is agreed that elementary school teachers shall have thirty (30) minutes free each day as near noon as possible. In addition, kindergarten teachers shall be provided a one (1) hour interval between sessions for lunch and preparation.
- E. It is recognized as desirable that elementary school teachers also shall be free when possible during the time their students are having special instruction in such subjects as art, music, physical education and library.
- F. In the matter of clerical duties, the District agrees that its objective shall continue to be to reduce time-consuming chores. It is agreed to computerize the reporting of grades throughout the secondary schools, where feasible and desirable.
- G. Teachers aides and/or assistants to teachers are directly responsible to the teacher in charge and shall be under that teacher's guidance and direction at all times.
- H. It is agreed that teachers' responsibility for the supervision of students during the school day shall include:
- 1. The accurate accounting for student attendance in the homeroom at the beginning of the day.
 - 2. The accounting for students in classes.

3. For secondary teachers, the supervision of students during lunch periods on a rotating, one (1) or two (2) teacher(s) per lunch period basis, provided such assignment gives satisfactory coverage.
 4. Strict adherence to both beginning and dismissal times for homeroom and class sessions.
- I. It is agreed that teachers' responsibility for supervision of students outside of regular school hours, such as evening dances, athletic events, concerts, dramatic performances, and the like shall include:
1. Accepting responsibility on a voluntary basis for providing proper supervision for after-school activities.
 2. Insufficient volunteers to properly supervise the activity shall require the building principal where the activity originated to rotate assignments among the teachers of that building.
- J. Regularly assigned teachers may be used as a substitute teacher only in case of emergency.
- K. In the event that parent conferences are scheduled to report pupil performance, some released time shall be provided.
- L. Some released time shall be provided for special education teachers for the purpose of preparing IEPs.

Article IX

SALARY POLICIES FOR TEACHING PERSONNEL

- A. General Salary Policies and Insurance Programs
1. For each year of the five year term, the salary increase shall be equal to the percentage increase in the Consumer Price Index (New York-Northeastern, New Jersey Area) for the preceding February to February period. However, the minimum raise shall be 2.75% and the maximum shall be 4%, notwithstanding a percentage increase in the Consumer Price Index that is lower than or exceeds the aforesaid percentages. The percentage salary increase shall be applied to all off-schedule compensation - i.e., extra-curricular, co-curricular, coach, chaperone, etc., as in the past.

The salary schedule for 2001-2002 is set forth in Appendix "C."

2. Career increments - for Port Jefferson service only.

a. For persons hired prior to 7/1/89:

\$300 in the 6th year
\$300 in the 9th year
\$300 in the 12th year
\$300 in the 15th year
\$900 in the 18th year
\$900 in the 21st year

b. For persons hired 7/1/89 and thereafter:

\$300 in the 12th year
\$300 in the 15th year
\$900 in the 18th year
\$900 in the 21st year

c. These career increments shall be added to the flat rates shown on each salary schedule listed in this agreement.

3. Salary Payment Plans

a. Teachers shall have three (3) options to receive salary payment:

21 payments: September - June.
26 payments : September - June with lump sum payment in June.
26 payments: September - August.

b. When a payday occurs on a vacation day or holiday, teachers shall be paid on the last school day preceding the vacation or holiday.

4. Courses to be taken for placement purposes of the salary schedule must have prior approval of the Superintendent of schools. All credits above the B.A. must be on the graduate level or be a part of an approved program. Transfers to higher training levels shall be made as of February 1st and September 1st, based upon official college transcripts or confirmation from college officials that credit for appropriate courses has been granted. The deadlines for receipt of this information are October 1st and March 1st. In service courses may be included up to six (6) credits in each salary category.

5. Eight (8) years acceptable teaching experience in out-of-district schools may be credited for placement on the salary schedule. Additional credit for out-of-district experience may be granted at the discretion of the District. "Acceptable teaching experience" is defined as full-time teaching in public schools and recognized private schools.
6. Military service credit for placement on the salary schedule may be granted as follows: One (1) year for each full year of service not exceeding two (2) years. Additional credit for service may be allowed at the discretion of the District.
7. The District may, upon the recommendation of the administration, grant or withhold salary increments, within the provisions of the laws of the State of New York, and the decisions of the Commissioner of Education.
8. Teachers employed with prior experience shall be adjusted to the salary schedule using the same provisions as apply to current teaching personnel.
9. The District shall approve tenure only for those teachers who have a valid certificate. The District expects that each professional employee shall obtain permanent certification. Should a teacher holding a provisional certificate fail to meet the qualifications for a permanent certificate in the allotted time, the District shall limit the teacher's salary to the state-mandated guide or the teacher's last salary, whichever is higher, until the requirements for permanent certification are met.
10. The District shall pay eighty-five percent (85%) of the premiums of a comprehensive group health and dental insurance plan, and eighty-five percent (85%) of the premiums of a group life insurance plan, which permits the purchase of life insurance approximately equal to twice the employee's salary. These plans are available to all full-time employees of the District and to part-time employees on a pro-rated basis.
11. Any person presently enrolled in any insurance program offered by the District may waive the right to be covered and relieve the District of any obligation for paying premiums on the person's behalf. A person who waives the right to be covered shall receive one-half ($\frac{1}{2}$) the cost of the premium of his/her policy in effect at the time of the waiver, payable at the end of the school year. Such waivers must be renewed annually upon proper written application submitted no later than June 30th. If a person rejoins any insurance program during the school year, that person shall receive any payment for any portion of the premium.

Rejoining any insurance program shall be permitted due to extenuating circumstances unforeseen at the time the original waiver was executed, such as change in marital status, death in family, financial hardship, etc. A person who wishes to rejoin must submit a written application. A joint determination, based on the merits, shall be made by the Superintendent of Schools and the President of the Association.

12. I.R.S. 125 Plan: Employee contributions to medical, dental, elder care and child care premiums shall be processed through an IRS §125 Plan, pursuant to the IRS' rules and regulations.
13. The District shall not make any changes in any insurance benefits, practices or carriers without prior negotiations with the Association.
14. The District shares with the teaching profession the belief that extra-curricular activities are a necessary part of the total educational program offered by the District. Because of their extensive nature, extra-curricular activities have necessitated the assignment of teachers to extra duties in addition to their full instructional responsibilities. In full recognition of the fact that certain extra-curricular activities require additional time and attention beyond that which is normally expected of a teacher, the District has authorized extra pay for extra duties which exceed the professional obligation of a teacher. The amounts for extra pay for extra duties are listed in Appendix "E." If the District considers adding a new position or changing any existing extra pay position, they shall negotiate an appropriate rate of pay for the position with the Association before implementation.

B. Sick Leave and Other Absences

1. Full paid sick leave of twelve (12) days per year, cumulative to a total of three hundred (300) days, shall be granted. In September of each year, teachers shall be notified of the exact number of sick days accumulated.
2. If, at the expiration of the above time, a teacher returns to duty for an uninterrupted period of sixty-five (65) days, the foregoing plan is reinstituted in full. Therefore, the plan starts anew and a teacher is entitled to the full benefit of the plan. This provision applies only to those teachers employed as of 10/1/74.

3. The twelve (12) day sick leave allowance for the current year is not counted as part of the cumulative total of three hundred (300) days. The term "day" is interpreted to mean a teaching day during the normal school year. Days of leave for religious holidays may be charged against sick leave but shall not interrupt the sixty-five (65) day sequence. The teacher may, at his/her option, elect to charge a religious holiday absence to his/her personal day allowance.
4. At the end of each school year, teachers may exercise one of the following options with respect to unused true sick days and unused personal days:
 - a. Receive payment for each unused day for that year at the rate of fifty dollars (\$50) per day or
 - b. Accumulate the unused days and add them to their sick day total as set forth herein.
 - c. Teachers who wish to be reimbursed for unused days as stipulated above must request payment, in writing, by June 30th of the school year.
 - d. If written requests are not submitted by June 30th, the District shall automatically add the accumulated days to the teacher's sick day total.
5. In cases of death in the immediate family (defined as mother, father, sister, brother, wife, husband, child, brother and sister-in-law, stepchild, niece, nephew, relative living with and dependent on the family), or domestic partner, as defined and limited in the New York State Government Employees' Health Act, in effect at the time of execution of this Agreement) the teacher shall be allowed the number of days absence required up to a maximum of five (5) calendar days without deduction of salary. In cases of death of grandparents, mother-in-law, father-in-law, the teacher shall be allowed the number of days absence required up to a maximum of three (3) calendar days without deduction of salary.
6. Teachers may be granted a total of three (3) days personal leave during any given school year by the Superintendent of Schools provided that:
 - a. A written request is submitted at least one (1) day prior to the absence on the form in Appendix "A."

- b. Such absences are not contiguous to a school holiday. It is understood that such personal leave is not cumulative.
 - c. Unused personal days shall be added to sick day total for sick use, not personal use.
- 7. Teachers may be granted an excused absence for emergency reasons by the Superintendent of Schools provided that a written request (citing such reasons) is submitted at least one (1) day prior to the absence.
- 8. All absences, other than those listed in paragraphs 1, 5, 6 and 7 of Section B, shall be regarded as un-excused.
- 9. A pregnant teacher may teach as long as she and her doctor determine it is safe for her to do so, and she can fulfill her teaching responsibilities. Said teacher may use sick leave only during the period of actual disability. The period of physical disability related to pregnancy and post delivery shall be determined by professional medical opinion.

C. Sick Leave Bank

A Sick Leave Bank shall be maintained in the following manner:

- 1. After establishing the Sick Leave Bank, by deducting one and one-half (1½) days from the annual sick leave of each teacher (and other person covered by this agreement) currently employed or subsequently employed by the Port Jefferson Public Schools. The District shall provide and contribute to the Sick Leave Bank, in addition to the aforementioned, one-half (½) day for each person covered by this agreement.

The District shall deduct annually one (1) day for each covered person until the Bank accumulates a number of days equal to three (3) times the number of eligible persons as of September first of each school year. In the event that the Bank is reduced by the use thereof to a number less than two and one-half (2½) times the number of eligible persons employed as of June 30 of that year, then, at the commencement of the school year immediately following, a further deduction of one (1) day of the annual sick leave of each eligible person shall be made until the Bank reaches a level equal to or greater than three (3) times the number of eligible persons employed as of September first.

2. In order to be eligible to apply for days from the Sick Leave Bank, a person must:
 - a. Have exhausted his/her accumulated total of sick leave days.
 - b. Have had an illness, during the year of application, of seven (7) continuous school days.
3. If approved, an eligible person may draw upon this Bank for a total of up to fifteen (15) days per application and may reapply for additional days if necessary. The maximum lifetime allowance per teacher shall not exceed one hundred and eighty (180) days. The approval of each application and the number of days granted shall be as provided herein. Each applicant shall be notified, in writing, when the request is approved or denied.
4. The Superintendent of Schools and the President of the Association, in conjunction with each other, shall accept or reject each application on the basis of its merits, and shall determine the number of days that may be granted from the Bank. Either may request written verification for the need for such days from a school physician, or another designated physician. Concurrence by a second physician may also be requested.
5. Excluded from coverage under this Sick Leave Bank are those absences for which treatment is not being sought.
6. A person who receives benefits under this provision shall be obligated to refund to the District any recovery made by such person for any disability claim (including Worker's Compensation) to the extent that such recovery is specifically identified as reimbursement for lost wages sustained by reason of the disability. Such refund shall not exceed the amount received by the person under this provision. Upon such refund, the District shall add the equivalent number of days to the Sick Leave Bank. The formula for determining the number of days to be returned shall be based upon one-two hundredth (1/200th) of the B.A. step 1 of the current salary schedule.
7. The above provision shall not apply to any person eligible, as affirmed by the New York State Teachers Retirement System or the New York State Public Employee's Retirement System, for a disability pension.
8. Persons no longer receiving any sick-time compensation (sick bank or other) may take an unpaid leave of absence for medical reasons. Such reasons must be submitted to the District.

D. Payments Upon Retirement/Leaving District

- 1. When a teacher retires or leaves the District, he/she shall be paid the median daily rate of pay (1/200th) of the District median salary for fifty percent (50%) of his/her unused true sick days. The sixty-five (65) day restoration provision is not applicable. This provision shall be grandparented so that all staff are covered for all past true sick days accumulated.**
- 2. In order to receive the first five (5) days of reimbursement for sick day payment, i.e., 10 sick leave days, teachers eligible for sick day payment shall notify the District in writing of their intent to retire within 60 school days of the effective date of retirement. The Superintendent of Schools, after discussion with the Port Jefferson Teachers Association, may waive the above notification requirement upon written notification of extenuating circumstances.**

E. Insurance Benefits for Retirees

- 1. Health - The District shall pay 85% of the premium of a health insurance plan identical to the plan provided for current employees covered under this agreement. Once a retiree or his/her spouse reaches the age of 65, he/she must enroll in Medicare, Part B. The District shall reimburse such person the amount deducted from his/her Social Security benefits to pay for such enrollment.**
- 2. Excess Health Coverage - The District shall pay 85% of the premium of an excess major medical plan identical to the one provided for current employees covered under this agreement.**
- 3. Dental - The District shall pay 85% of the premium of a dental insurance plan identical to the one provided for current employees covered under this agreement.**
- 4. Vision - The District shall pay 85% of the premium of a vision care program identical to the one provided for current employees covered under this agreement.**
- 5. Life - A retiree may elect to continue life insurance coverage at group rates at his/her own expense after retirement. The terms and benefits of such coverage shall be set forth in the policy and shall not be the responsibility of the District.**

6. The District shall not be responsible for deductible reimbursement or any other benefits other than the aforementioned unless expressly set forth in this or a successor agreement.

F. Leaves of Absence

1. **Child Care Leave**

- a. A teacher who wishes to rear his or her child shall be granted unpaid leave for a period of up to two (2) full years. The teacher shall give District at least thirty (30) days notice before taking such leave. In the case of a teacher using sick leave under Article IX, Section B, subsection 9 of this agreement, child care leave may commence when the doctor determines that a physical disability no longer exists.
- b. After returning to work from child care leave, a teacher shall be reassigned without loss of rights. The time on child care leave shall not count toward tenure or toward advancement on the salary schedule.
- c. Teachers returning from child care leave may not return during the first quarter of a term or during the last quarter of a term. However, appeals due to special circumstances may waive the above restrictions upon the mutual consent of the District and the Teachers' Association.

2. **Sabbatical Leave**

Sabbatical leave shall be allowed for advanced study and/or educational travel according to the following policy:

- a. After seven (7) years of service in the Port Jefferson School District, a teacher shall receive two-twelfths (2/12) of the annual salary for the purpose of attending school for a period of not less than five (5) weeks for a total credit of not less than six (6) semester hours of approved graduate study for three (3) consecutive summers. Payment is to be made to the teacher upon proof of satisfactory completion of courses and proof of length of attendance each year. The two-twelfths (2/12) of the annual salary is to be computed on the annual salary at the time of application. Teachers granted this sabbatical leave shall devote full time to study. If sabbatical leave is granted for educational travel, a written report detailing the educational values of such travel and their import to the District shall be filed in the District office by September 1st of the school year following the sabbatical leave. No more than two (2) leaves may be granted per year, and no more than four (4) teachers shall be permitted on sabbatical leave at any one time.
- b. Requests for sabbatical leave shall be granted on the basis of the following criteria:
 1. Value of the study program to the District.
 2. Appropriateness of the program described.
 3. Improvement of the teacher's capability.
 4. Seniority in the Port Jefferson School District.
- c. All requests for sabbatical leave must be submitted by February 1st. Approvals of such leaves shall be determined no later than March 1st.
- d. The teacher must execute a written agreement as part of the consideration for such leave to return to Port Jefferson for at least two (2) full years of service.

3. Special Cases

Leaves of absence for other reasons shall be deemed special cases and shall be acted upon by the District after due investigation and consideration.

G. Physical Examination of Employees

1. Each new teacher shall undergo a satisfactory physical examination as part of the condition of employment. If the school physician is chosen, the school District shall bear the expense. If a private physician is chosen, the teacher shall pay for the examination. The type of examination shall be determined by the District and shall be reported on form provided by the school District.

H. Termination of Service/Seniority

1. The probationary period under the Education Law of the State of New York, with respect to tenure, shall be three (3) years for persons never having been granted tenure previously or two (2) years for persons having been granted tenure previously, during which period employment may be terminated in accordance with existing laws governing teacher tenure.

In the case of employees whose services are not required beyond June 30th of a particular year or those teachers whose positions are being abolished due to lower enrollment, notification in writing shall be given prior to April 1st.

2. Seniority shall be defined as the period of uninterrupted service with the school District dating from his/her initial placement within the appropriate tenure area. Child care leaves of one (1) year or less per child shall not interrupt service.
3. Salary for time served shall be pro-rated and paid up to and including the last day of employment.

I. Job Security Provision

1. If a tenured teacher or a probationary teacher with two (2) or more years of better than satisfactory service in the District is certified, he/she shall be hired for an available opening where he/she is certified.
2. The District shall continue to minimize reduction in force by maintaining suggested class size rather than increasing it as other schools are doing.
3. If two (2) or more teachers are certified for an available opening, a teacher's area of certification, major and/or minor field(s) of study, quality of teaching performance and length of service in the Port Jefferson School District shall be considered in determining which teacher is offered the position.

In consideration of all interested applicants, those best qualified for a particular position shall receive priority, and qualifications being substantially equal, seniority in the District shall prevail.

4. In addition to their rights under the law, any teacher whose position is eliminated or who is not employed as a result of reduction in force shall be placed first on a list of long-term substitutes to be called when long-term positions i.e., thirty (30) consecutive work days or more, are needed in their prior teaching discipline. Said teachers shall also be placed on a list of preferred per diem substitutes and called first when the services of a per diem substitute is required.

Teachers shall be kept on such lists for a period of four (4) years. If, during such time, they become certified in another area of District need, they shall be given first opportunity for application and shall be given first consideration for this position. Tenured teachers shall have priority. Payment for long-term substitutes shall be based on past practice. This clause shall apply to reduced in force teachers who were on staff as of October 1st, 1974.

J. Just Cause Provision

No tenured teacher shall be disciplined, reprimanded or dismissed without just cause.

K. Tuition Fees for Teachers' Children

The annual tuition fee for teachers' children shall be \$500 for grades 10-12; \$475 for grades 7,8 and 9; \$400 for grades 1-6; \$200 for pre-kindergarten and kindergarten. Registration in these grades is predicated on the assumption that there shall be adequate room based upon desired class size listed in this agreement.

L. Summer School

1. The Summer School Program shall operate or cease to operate subject to the decisions, mandates and budgetary appropriations of the District.

2. Summer School staff shall be selected in accordance with procedures developed by the Superintendent of Schools. In making staff selection, first consideration shall be given to the regularly employed teaching staff. The Superintendent of Schools reserves the right to finally place the individual he/she believes to be most qualified.
3. Summer School staff shall be entitled to one (1) sick leave day with pay during each summer session. This shall apply to secondary and elementary school teachers.
4. Teachers shall be paid on a pro-rated basis depending on the number of classes taught (three [3] classes considered the basis for pro-ratio). Elementary Summer school teachers shall be pro-rated in the same manner. Teachers in the Elementary Summer School, since they teach five (5) weeks instead of seven (7), shall be paid five-sevenths (5/7) of their appropriate salary according the schedule in Appendix "B."

Article X PROTECTION OF TEACHERS

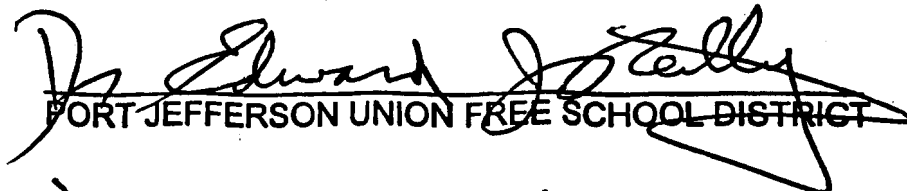
- A. The Association and the District agree that a teacher suffering property damage as a result of employment by the District, on school Property, or during the performance of their duties away from school property, shall be supported by the District and its Administration. All possible action shall be taken to protect the teachers.
- B. The District agrees to save harmless and protect all teachers from financial loss arising out of alleged negligence claims as provided in Section 3023 of the Education Law, effective July 1, 1966. The District, however, must be given a copy of the summons or complaint within ten (10) calendar days of the time the teacher was served, or the District shall not be subject to the duty imposed by this section.
- C. The District shall reimburse teachers for the cost of replacing or repairing dentures, eyeglasses, hearing aids, or similar bodily appurtenances not covered by Worker's Compensation which are damaged, destroyed, or lost as a result of any injury sustained in the course of employment, provided it was not due to personal carelessness by the teacher.

- D. The District shall reimburse teachers, not in excess of \$500 per incident, for the cost of replacing or repairing any clothing or other personal property (including automobiles) damaged, destroyed, or stolen while the teacher was acting in discharge of his/her duties within the scope of his/her employment or under the direction of the District or its agents, provided it was not due to personal carelessness by the teacher. This reimbursement shall be limited to the amount not covered or reimbursed by the teacher's personal insurance company.
- E. Any damage or loss for which a claim shall be filed with the District must be reported to the responsible administrator within 48 hours of the occurrence, exclusive of non-school days.
- F. Proof of damage or loss must be submitted to the Superintendent of Schools with each claim. The determination of the amount of damage and reimbursement shall be made in accordance with standard insurance practices for the settlement of such claims.
- G. The annual (September-August school year) aggregate maximum liability of the District for all claims filed under section D shall be \$5,000.
- H. The District shall provide copies of all claims and their disposition to the Association.

Article XI NURSES

- A. It is the intention of the District and the Association that the duties and responsibilities of nurses shall continue without change, unless there is a specific change expressly set forth hereinafter.
- B. Upon completion of three (3) full years of actual service in the District, no nurse shall be disciplined, reprimanded, or dismissed without just cause.
- C. Nurses shall receive the salary increases pursuant to Article IX(A)(1). The nurses salary schedule for 2001-2002 is set forth in Appendix "D."
- D. The nurses shall be entitled to all increments, including career increments, set forth under this agreement.
- E. Nurses shall have seventy-five (75) minutes free per day which shall include lunch. Nurses shall be available to handle emergency cases at all times.

- F. If there be any inconsistency or conflict between this Article and any other provision in this collective bargaining agreement, this Article shall control.


PORT JEFFERSON UNION FREE SCHOOL DISTRICT


PORT JEFFERSON TEACHERS' ASSOCIATION

**APPENDIX A
PERSONAL DAY FORM**

**PORT JEFFERSON SCHOOLS
Port Jefferson, New York**

DATE _____

TO: SUPERINTENDENT OF SCHOOLS

**RE: REQUEST TO BE EXCUSED FROM DUTIES FOR
PERSONAL BUSINESS REASONS**

I hereby request to be excused from my duties on _____. I subscribe to the principle that there are legitimate reasons for an excused absence for personal business such as legal business, court appearances, educational conferences, medical examination, funerals, family illness, etc., but the use of a personal business day for shopping, pleasure, etc. is not to be construed as a legitimate reason.

Signed _____

Print Name _____

APPROVED

Building Principal

Superintendent of Schools

**APPENDIX B
PORT JEFFERSON PUBLIC SCHOOLS
TEACHERS SUMMER SCHOOL SALARY SCHEDULE**

<u>Steps</u>	<u>One Class</u>	<u>Two Classes</u>	<u>Three Classes</u>
Effective July 1, 2001			
1	\$1,699	\$3,092	\$3,863
2	\$1,855	\$3,554	\$4,328
3	\$2,009	\$3,863	\$4,635

APPEAL C
PORT JEFFERSON PUBLIC SCHOOLS TEACHERS' SALARY SCHEDULE 2001-2002

STEP	BA	BA15	BA30	MA	MA15	BA60	MA30	MA45	MA60	MA75	DR
1.0	40,227	42,038	44,049	46,061	48,073	48,073	50,084	52,096	54,107	56,119	56,119
2.0	42,038	43,848	46,060	48,073	50,084	50,084	52,096	54,107	56,119	58,131	58,131
3.0	43,848	45,658	48,072	50,084	52,096	52,096	54,107	56,119	58,131	60,142	60,142
4.0	45,658	47,468	50,083	52,096	54,107	54,107	56,119	58,131	60,142	62,154	62,154
5.0	47,468	49,279	52,095	54,107	56,119	56,119	58,131	60,142	62,154	64,166	64,166
6.0	49,279	51,089	54,105	56,119	58,131	58,131	60,142	62,154	64,166	66,177	66,177
7.0	51,089	52,898	56,117	58,131	60,142	60,142	62,154	64,166	66,177	68,189	68,189
8.0	52,898	54,709	58,129	60,142	62,154	62,154	64,166	66,177	68,189	70,200	70,200
9.0	54,709	56,519	60,140	62,154	64,166	64,166	66,177	68,189	70,200	72,212	72,212
10.0	56,519	58,330	62,151	64,166	66,177	66,177	68,189	70,200	72,212	74,224	74,224
11.0	58,330	60,140	64,162	66,177	68,189	68,189	70,200	72,212	74,224	76,235	76,235
12.0	60,140	61,950	66,174	68,189	70,200	70,200	72,212	74,224	76,235	78,247	78,247
13.0	61,950	63,760	68,186	70,200	72,212	72,212	74,224	76,235	78,247	80,258	80,258
14.0	63,760	65,571	70,196	72,212	74,224	74,224	76,235	78,247	80,258	82,270	82,270
15.0	65,571	67,381	72,208	74,224	76,235	76,235	78,247	80,258	82,270	84,282	84,282
16.0	67,381	69,190	74,219	76,235	78,247	78,247	80,258	82,270	84,282	86,293	86,293
17.0	69,190	71,001	76,231	78,247	80,258	80,258	82,270	84,282	86,293	88,305	88,305
18.0	71,001	72,811	78,242	80,258	82,270	82,270	84,282	86,293	88,305	90,317	90,317
19.0			80,253	82,270	84,282	84,282	86,293	88,305	90,317	92,328	92,328
20.0			82,265	84,282	86,293	86,293	88,305	90,317	92,328	94,340	94,340
21.0			84,277	86,293	88,305	88,305	90,317	92,328	94,340	96,351	96,351

Normal increments and adjustments to the salary schedule are based on the continuance of satisfactory service.

**APPENDIX D
NURSES SALARY SCHEDULE**

Steps	One Class	Two Classes	Three Classes
Effective July 1, 2001			
1	\$1,699	\$3,092	\$3,863
2	\$1,855	\$3,554	\$4,328
3	\$2,009	\$3,863	\$4,635

APPENDIX E SCHEDULE OF EXTRA PAY FOR EXTRA SERVICES

All salaries for extra pay for extra services having an index or percentage are calculated on the basis of applying that percentage to the base salary. In each successive year of the contract the percentage shall be based on the base salary of that year's contract. (Flat rate increased same).

Based on the job descriptions of extra pay for extra services approved by the District as of June, 1989 the following rates shall apply.

Coaches Salary Guide

- I. 175-200 Units
 - Head Coach – 16.6%
 - Assistant Coach – 11.6%
 - Baseball (190 units)
 - Basketball M and F (183 units)
 - Football (190 units) – Four Assistant Coaches
 - Softball (190 units)
 - Wrestling (200 units)
 - Winter Track M and F (200 units)
 - Volleyball (190 units)
- II. 150 – 174 Units
 - Head Coach – 15.5%
 - Assistant Coach – 10.8%
 - Track and Field M (156 units)
 - Gymnastics M and F 9 (156 units)
- III. 125-149 Units
 - Head Coach – 14.4%
 - Assistant Coach – 10.0%
 - Cross Country M and F (138 units)
 - Field Hockey (130 units)
 - Soccer M and F (135 units)
 - Tennis M (134 units)
 - (a) Junior High Head Football Coach (123 units) 10.0%
- IV. 100-124 Units
 - 8.6% Category
 - Bowling M and F (101 units)
 - Golf (104)
 - Tennis F (104)
 - Rifle (101 units)

Junior High Teams

9 Baseball (121 units)
7 & 8 Baseball (114 units)
9 Basketball M and F (121 units)
7 & 8 Basketball M and F (118 units)
7 & 8 Field Hockey (118 units)
7 & 8 Gymnastics (108 units)
9 Field Hockey (121 units)
7 & 8 Football (112 units)
9 Asst. Football Coach

9 Volleyball (121 units)
7 & 8 Track M (121 units)
7 & 8 Track F (121 units)
7 & 8 Volleyball (121 units)
9 Softball (121 units)
7 & 8 Softball (114 units)
9 Wrestling (115 units)
7 & 8 Wrestling (112 units)
7 & 8 Soccer (112 units)

V. Junior High Cross Country (75 units) 7.0%

VI. Assistant Golf Coach (60 units) 6.5%

- VII. A. When the coaching season is lengthened due to play-offs or rescheduling, coaches shall be paid at a flat rate of \$25 per practice and \$50 per contest. When overnight trips are necessary, coaches shall be paid overnight chaperone pay plus expenses.
- B. Pay for athletic contest photographer shall be at the rate of \$40 per game.

APPENDIX G

HOURLY AND DAILY RATES AND STIPENDS

	<u>Effective 9/1/01</u>	<u>Effective 9/1/02</u>
Chaperones	28.26	29.04
Chiaroscuro	28.26	29.04
Detention/Bus Duty	30.79	31.64
Guidance Night Sessions (per Session)	66.88	68.72
Home Tutoring	46.24	47.52
Intramurals	46.90	48.19
Nurse (FB Games)	28.26	29.04
Overnight Chaperone (per day)	128.16	131.68
SAT Proctor	28.26	29.04
Timers / Scorers (2 hrs/game)	28.26	29.04
Trip Coordinator (per day)	254.77	261.77

APPENDIX H
FIXED STIPENDS

	<u>Effective</u> <u>09/01/01</u>	<u>Effective</u> <u>01/01/02</u>	<u>Effective</u> <u>09/01/02</u>
Extra Class (per class)	48.00	49.52	50.88
Curriculum Writing (full year)	1500.00	1500.00	1500.00
Curriculum Writing (half year)	750.00	750.00	750.00

APPENDIX F **EXTRA PAY FOR EXTRA SERVICES** **SALARY GUIDE**

Academic Intramurals (MS)	3.2%	Mathletes (10-12)	4.8%
Academic Team Advisor	7.5%	Math Counts	2.0%
Art Club	4.0%	Math Enrichment (5)	3.2%
Artist In Residence Coord.	10.0%	Music Productions	8.2%
Artist In Residence (Secondary)	5.0%	Nat'l Honor Society	3.2%
A.V. (PK-6)	4.8%	Nat'l Jr. Honor Society	3.2%
A.V. (7-8)	2.6%	Olympiads Advisor (5-6)	3.2%
Cheerleading (BB,JV)	7.0%	Newspaper:	
Cheerleading (BB,V)	7.0%	High School	8.0%
Cheerleading (FB,JV)	7.0%	Middle School	6.0%
Cheerleading (FB,V)	7.0%	Elementary	4.0%
Chess Club (7-8)	2.8%	Non-Public Texts	14.0%
Chess Club (HS)	3.2%	Odyssey of the Mind (el, ms, hs)	2.8%
Class Advisor:		Peer Advisement Club	7.0%
Senior	7.2%	Peer Mediation Advisor	5.0%
Junior	6.0%	Photo Club	4.0%
Sophomore	4.6%	SADD	8.0%
Fresh	4.6%	Sailing Club (Secondary)	10.0%
Computer Club (Elem)	6.0%	School Store (Elem)	5.0%
Computer Club (HS)	6.0%	School Store (HS)	5.0%
Concerts (HS)	3.2%	Science Mentor	10.0%
Concerts (MS)	3.2%	SciMa Tech	10.0%
Concerts (Elem)	3.2%	Science Olympiad (HS)	5.0%
Coordinator	10.0%	Singing Homeroom	3.2%
Department Head	20.0%	Stop / Just say no	3.2%
Drama Club Advisor (Elem)	4.0%	Student Council	
Dramatics (MS)	5.0%	Grades (3-4)	6.0%
Dramatics (HS)	15.0%	Grades (5-6)	8.0%
Environmental Club (6-8)	3.6%	Grades (7-8)	8.0%
Equal Opportunity Coord.	4.8%	Grades (9-12)	12.0%
FBLA	5.0%	Student Exchange	4.0%
Fitness Instructor/Season	10.0%	Technical Director	6.0%
French Class in America	4.0%	Title 1 Coordinator	12.0%
Guidance	8.0%	Tri-M	3.2%
Honor Guard Advisor (Elem)	3.2%	Varsity Club	4.0%
Homework Club Adv. (Elem)	5.0%	Yearbook (9-12)	15.0%
International Language Club	6.0%	Yearbook (7-8)	3.2%
Jazz Band	4.0%	Yearbook (Elem)	1.6%
Leo Club	8.0%	Yorkers Advisor (MS/HS)	8.0%
LISEC (SECURE)	4.0%		
MAST	6.9%		
Mathletes (3-4)	3.2%		
Mathletes (7-9)	6.8%		

Pay for required varsity timers and scorers for all varsity athletic contests shall be paid at the chaperone rate and shall be two (2) hours per contest.

- a. Should the application of the percentage to the base salaries produce a smaller rate of pay for a teacher than he/she is currently receiving, the salary shall not be lowered.**
- b. Some service may be eliminated for a particular activity.**
- c. The indices on the above schedule may be revised upon negotiations between the District and the Association. No addition, deletions, or corrections to the above schedule shall be made without such negotiations and Board Approval.**

APPENDIX I

Evaluative Instrument

Designed in accordance with the commissioner's regulations for the new APPR (excluding the plan for portfolio requirement for probationary teachers which must be designed and in place for approval in the 2003-2004 plan).

Sources:

- White Plains Public Schools – Portfolio Design
- Riverhead Public Schools – Teacher Performance Evaluation Handbook
- Illinois Plan for Professional Development – Options
- NYSED Regulations, Suggestions
- Training in Effective Elements of Instruction, Madeline Hunter Model
- Training in Peer Coaching Model

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2.	Teacher Evaluation Plan # 1: Non-tenured Teachers/ Tenured Teachers In Need Of Support	4
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4.	Peer Coaching Plan Description	6

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Performance Evaluation Criteria and Descriptors

Performance Area A: Curriculum Design

1. Displays a thorough knowledge of curriculum and subject matter.
 - a. Designates and/or explains the purpose of the topic or activities
 - b. Provides activities that directly support mastery objectives.
 - c. Uses appropriate examples and illustrations.
 - d. Teaches accurate and up-to-date information.
 - e. Identifies the subset of skills that are essential for accomplishing the instructional objective(s) of the lesson.
 - f. Utilizes content and approaches, which are age, gender, and developmentally appropriate.
 - g. Incorporates ongoing embedded assessment and opportunities for student self-evaluation into lesson plans.
2. Selects and plans learning content congruent with the prescribed curriculum, demonstrates effective planning and implements the lesson plans.
 - a. Develops lesson plans, which reflect the standards.
 - b. Coordinates learning content with instructional objective(s).
 - c. Selects a variety of multi-modality instructional methods and activities.
 - d. Applies theoretically based methods of instruction.

Performance Area B: Instructional Practice

3. Implements the lesson plan.
 - a. Reviews and previews
 - b. Provides the structure of learning.
 - c. States instructional objectives.
 - d. Provides information related to objectives.
 - e. Models activities congruent with topic being taught and provides guided practice to reinforce concepts.
 - f. Utilizes lesson summary techniques.
 - g. Provides independent practice activities.
 - h. Uses positive directions for moving from one activity to the next.
 - i. Checks for understanding.
4. Provides opportunities for individual differences.
 - a. Uses knowledge of individual students to design educational experiences.
 - b. Paces learning according to students' mastery of content.
 - c. Provides extra help/remediation and enrichment activities.
 - d. Presents subject matter, which is appropriate for abilities of the students.
 - e. Provides multimodel instruction to accommodate a variety of learning styles.
 - f. Implements Individualized Educational Programs (IEPs) as required.
 - g. Provides a variety of active experiences to engage students in learning to ensure mastery.

Performance Area C: Management

5. Organizes students for effective instruction.
 - a. Uses seating arrangements to support instruction.
 - b. Makes use of the physical school environment to support current learning activities.
 - c. Makes certain that procedures allow for maximum time-on-task for each student.
 - d. Uses whole class or groups of various sizes according to instructional objectives.
 - e. Creates a set of guidelines for students to follow when doing small group work.
 - f. Acclimates new students to classroom procedures and routines.
6. Plans for and makes effective use of time, materials and resources.
 - a. Organizes learning materials for easy accessibility.
 - b. Blends materials and resources smoothly into a lesson.
 - c. Identifies available resources to use.
 - d. Instructs in a clear and concise manner.
 - e. Ensures students' time-on-task and efficient use of materials.
7. Demonstrates evidence of personal organization.
 - a. Maintains classroom organization for efficient distribution of learning materials.
 - b. Incorporates into daily planning content from previous levels and anticipates content from future levels..
 - c. Shows evidence of lesson preparation and organization of work with objectives clearly in mind.
 - d. Provides smooth transition from one activity to the next.
 - e. Provides plans and procedures for substitute teachers.

Performance Area D: Assessment

8. Provides appropriate evaluation activities.
 - a. Makes evaluation clear and purposeful.
 - b. Uses pre and post-tests, as applicable.
 - c. Monitors student progress through formative/ongoing embedded assessment.
 - d. Monitors student progress through authentic and standardized summative evaluation activities.
 - e. Prepares tests, which reflect mastery objectives of taught curriculum.
 - f. Provides ample opportunities for students to demonstrate competencies using a variety of modalities.
 - g. Facilitates student self-assessment and peer review.
 - h. Uses appropriate summative and formative assessment to evaluate the accomplishment of IEP goals and objectives.

Performance Area E: Classroom Atmosphere

9. Sets high expectations for student achievement.
 - a. Establishes developmentally appropriate expectations for students.
 - b. Uses available information about students.
 - c. Promotes personal goal setting and relationship building.
 - d. Shares with students the responsibility for successful learning (cognitive empathy).

10. Communicates effectively with students.
 - a. Speaks clearly.
 - b. Puts ideas across logically.
 - c. Uses a variety of verbal and nonverbal techniques.
 - d. Gives written comments as well as feedback from tests.
 - e. Encourages growth through risk taking and exploration.
 - f. Communicates respect, acceptance and support.
 - g. Fosters mutual respect.
11. Demonstrates sensitivity in relating to students.
 - a. Promotes positive self-concept.
 - b. Is available to all students.
 - c. Gives criticism, which is constructive, gives praise, which is appropriate.
 - d. Uses discretion in handling confidential information.
 - e. Communicates with students sympathetically, accurately and with understanding.
 - f. Demonstrates an awareness of student needs.
 - g. Establishes a climate of personal, emotional, and intellectual safety.
12. Promotes student self-discipline and responsibility.
 - a. Helps students develop efficient learning skills and work habits.
 - b. Creates a climate in which students display initiative and assume a personal responsibility for learning.
 - c. Sets high standards for student behavior.
13. Demonstrates effective interpersonal relationships.
 - a. Makes use of support services as needed.
 - b. Communicates with administrators and/or appropriate personnel about important school matters.
 - c. Communicates with parents.
 - d. Encourages positive relationships with students individually and in groups.

TEACHER EVALUATION PLAN FOR NONTENURED TEACHERS/ TENURED TEACHERS IN NEED OF SUPPORT

The administrator will consult with the teacher to establish goals for the year. It is recognized that both announced and unannounced observations will be conducted for permanent file, a minimum of three. Every effort will be made to be timely with conferences, observation reports and post-observation meetings.

Cycle I: to be completed by December 1 – one formal observation

- Pre-observation Conference: Teacher and administrator conference with completed Pre-observation Report (enclosed) before an announced observation.
- Classroom Observation: administrator completes Formative Observation Report. (enclosed)
- Post-observation Conference: Teacher and administrator hold post-observation meeting.

Cycle II: to be completed prior to April 15 – two observations

- Pre-observation Conference: Teacher and administrator conference with completed Pre-observation Report (enclosed) before an announced observation.
- Classroom Observation: administrator completes Formative Observation Report. (enclosed)
- Post-observation Conference: Teacher and administrator hold post- observation meeting.

Final Summative Evaluation Report is completed by June 15.

TEACHER EVALUATION PLAN FOR OTHER TENURED TEACHERS

Options 1 and 2

Administrator consults with the teacher to select plan option one or two. Teachers are entitled to a minimum to two observations in Option 1. It is recognized that both announced and unannounced observations will be conducted, and that every effort will be made to be timely with conferences, observation reports and post- observation meetings.

Plan # 1: Administrative Observation

To be completed by April 15 – one formal observation

- Pre-observation Conference: Teacher and administrator conference with completed Pre-Observation Report. (enclosed) before an announce observation
- Classroom Observation: administrator completes Formative Observation Report. (enclosed)
- Post-observation Conference: Teacher and administrator hold post-observation meeting.

Final Summative Evaluation Report is completed by June 15.

Plan # 2: Professional Development Options

1. Teacher conferences with administrator to decide upon the Professional Development Plan using Professional Assessment Options. (enclosed)
 - Peer coaching/observation (prior in-service, course of study is a pre-requisite)
 - Teacher portfolio
 - Mentor another teacher (prior in-service, course of study is a pre-requisite)
 - Professional Growth/Course Work
 - Professional Study/Independent Research
 - Pilot new program
 - Curriculum enhancement
 - Professional Collaboration/Presentation
2. By June 15: Teacher has Summative Conference and submits an activity report which is reviewed and rated either satisfactory or unsatisfactory by the administrator.

8

PEER COACHING PLAN (FOR TENURED TEACHERS ONLY)

It is understood that there must be MUTUAL CONSENT OF THE TENURED TEACHER PARTNERS and that all aspects of the observation experience remain completely CONFIDENTIAL. In no way is this option considered evaluative in any sense of the word.

1. By October 1: Teacher partners begin peer coaching.
2. By May 1: Teacher completes 6-9 PGO experiences and keeps a confidential anecdotal record of each coaching experience. Teacher Coach discusses each observation with teacher partner. The four levels of PGO conferences are the basis of the coach/teacher confidential dialogue.
3. By June 15: Teacher partners meet with administrator to discuss peer coaching experience. Peer coach prepares Summative Report for this meeting.

Teachers preparing to engage in the peer coaching partnership must have training in the elements of instruction (Madeline Hunter's decision - making model) and the "five critical lenses" of curriculum design assessment, instructional practice, management and classroom atmosphere. (Fran Prolman's research model) Participants are also trained in methods of recording classroom observations. The coaching experience focuses on instructional strategies which incorporate such research based theories as motivation, retention, transfer, rate and degree of reinforcement, monitoring and lesson design.

Peer coaching partners progress through the following levels of the PGO Conference:

1. To identify, label and explain teacher's effective instructional behaviors, giving research-based reason for effectiveness; reinforces methodology and purposely incorporates.
2. To stimulate the development of a repertoire of effective teaching responses enabling the teacher to incorporate a variety of responses and continue what is effective.
3. To encourage teacher to identify parts of the teaching episode with which he/she was not satisfied and collaboratively develop strategies for improving instruction, thereby reducing and eliminating said outcomes.

Again, information shared during these conferences remains confidential.

PROFESSIONAL DEVELOPMENT PLAN**EVALUATION OPTION**

Name _____ Date _____

Building _____ Grade/Subject _____

School Year _____

I would like my Evaluation Plan to be _____

Tenured only:

Option 1. Administrative Evaluation

2. Professional Assessment Option _____
(specify)_____
Signature – Teacher_____
Approval Signature – Administrator

Pre-observation Report

This form should be completed by your teacher prior to the actual observation. A meeting will be held to clarify information between the teacher and observer.

The information contained here will give the observer a point of focus for observing the actual lesson.

Person being observed: _____

Date of Pre-conference: _____

Date of Observation: _____

Class: _____

Observer: _____

-
1. What should the students know and be able to do (learner outcomes)? Identify specific New York State Learning Standards and specific indicators (if available).
 2. What topic will be taught? Is this new learning, review learning, completion of homework, etc.?
 3. What specific thinking skills are you incorporating into the lesson?

1. What learning experiences would best help the students reach your objectives (e.g., cooperative learning, graphic organizers, debates, simulations)?

2. How should these learning experiences be organized? (e.g., beginning/middle/end of lesson, kinesthetic, auditory, visual, etc.)

3. How will the teacher know when the students have met the objective?

4. Is there anything special that should be known about an individual or this group of students?

5. Are there any particular teaching behaviors which you especially want monitored?

Formative Observation Report

_____ Teacher	_____ Grade/Subject	_____ School
_____ Date: Pre-observation conference	_____ Date: Observation & length of time	_____ Class Period
_____ Observer	_____ Date: Post-observation conference	

Brief Overview of Lesson

Performance Area A: Curriculum Design

Performance Area B: Instructional Practice

Performance Area C: Management

Performance Area D: Assessment

Performance Area E: Classroom Atmosphere

Administrator's Comments

Teacher's Comments

Administrator's Signature/Date

Teacher's Signature/Date

RUBRIC FOR TEACHER EVALUATIONS

Job Descriptions	Exceeds Professional Competence	Professional Competence	Satisfactory (Opportunity for Growth)	Unsatisfactory
<p>CURRICULUM DESIGN (Degree to which teacher demonstrates understanding of planning an effective lesson design that addresses process, product and ongoing embedded assessment)</p>	<p>1. Displays an in-depth knowledge of curriculum and subject matter and shares with and mentors colleagues. 2. Expertly selects and plans learning content consistent with NYS standards and learner outcomes. Demonstrates effective planning. 3. Effectively implements current curriculum and instructional practices.</p>	<p>1. Displays thorough knowledge of curriculum and instructional practices. 2. Selects and plans learning content consistent with NYS Standards and learner outcomes, demonstrates effective planning. 3. Effectively implements current curriculum and instructional practices.</p>	<p>1. Demonstrates basic knowledge of curriculum/subject matter. 2. Inconsistently implements NYS Standards and learner outcomes in lesson planning; rarely integrates subject matter. 3. Needs to integrate new strategies into teaching practices.</p>	<p>1. Has limited or inaccurate knowledge of curriculum and subject matter. 2. Demonstrates little or no lesson planning; rarely integrates NYS standards and learner outcomes. 3. Needs further staff development to obtain knowledge for effective curriculum design.</p>
<p>INSTRUCTIONAL PRACTICE (Degree to which teacher utilizes effective teaching strategies to ensure the success of all children)</p>	<p>1. Demonstrates expertise and thorough understanding of curriculum and instructional practices current as evidenced by student assessment. 2. Demonstrates in-depth understanding of how children learn ensuring that all students' learning styles and ability levels are addressed, exercises cognitive empathy through ongoing embedded assessment.</p>	<p>1. Consistently implements a well-developed unit or daily lesson. 2. Displays an accurate understanding of how children learn and uses a variety of approaches to address the needs of all children, maintains good understanding through ongoing embedded assessment.</p>	<p>1. Implements important parts of lesson plan, but not always thoroughly. 2. Displays basic understanding of how students learn but needs to increase variety of teaching strategies to differentiate learning; has basic understanding of cognitive empathy but does not always implement it.</p>	<p>1. Exhibits haphazard implementation of lesson plan. Often takes "bird walks" and doesn't complete lesson plan. 2. Usually teaches to his/her own learning styles and ability level; needs to gain an understanding of how to implement cognitive empathy.</p>
<p>MANAGEMENT (Degree to which the teacher provides a positive, organized environment for effective instruction)</p>	<p>1. Expertly organizes students into large, small and individual structures with a variety of learning experiences to meet the needs of all students. 2. Has a thorough understanding of using time and resources. Displays flexibility to enhance individual student learning. 3. Maintains a responsive classroom environment that fosters mutual respect for all members. 4. Displays high degree of personal organization demonstrating consistent availability of appropriate materials.</p>	<p>1. Organizes students for effective instruction. 2. Plans for and makes effective use of time, materials and resources. 3. Consistently provides a positive classroom environment with appropriate management skills. 4. Demonstrates evidence of personal organization.</p>	<p>1. Provides a limited variety of structures and learning experiences for students. 2. Plans for basic materials and resources but needs to explore more varied uses of time and resources to enhance student learning. 3. Occasionally uses appropriate management skills; classroom environment is inconsistently positive. 4. Has basic understanding of personal organization but does not always demonstrate it.</p>	<p>1. Provides same learning experiences for all children. Inappropriate use of time, materials and resources; lacks planning. 3. Has limited management skills; needs staff development to create a more positive learning environment. 4. Demonstrates personal disorganization which undermines management.</p>
<p>ASSESSMENT (Degree to which the teacher uses a variety of assessments as teaching/learning tools for teachers and students)</p>	<p>1. Consistently prepares a variety of appropriate evaluation activities. All instruction is guided by ongoing embedded assessment strategies to check for student understanding of taught curriculum. 2. Promotes students thoughtful reflection on their work using rubrics, self-assessment and goals for improvement.</p>	<p>1. Effectively prepares appropriate evaluation activities. Effectively uses a variety of assessment tools, including paper/pencil, real world applications, projects and presentations, self-assessment, portfolios, interviews and standardized tests. 2. Provides effective ongoing embedded check for student understanding of taught curriculum.</p>	<p>1. Provides rudimentary preparation of appropriate evaluation activities; uses the same, limited tools that reflect mostly traditional paper/pencil assessments. 2. Provides minimal ongoing embedded assessment to check for student understanding of taught curriculum.</p>	<p>1. Plans inappropriate evaluation activities. 2. Demonstrates limited or inaccurate use of assessments which ineffectively measure learning.</p>
<p>CLASSROOM ATMOSPHERE (Degree to which the learning environment promotes a climate of personal, emotional, and intellectual safety.)</p>	<p>1. Consistently sets high expectations which are developmentally appropriate and result in increased student achievement. 2. Communicates effectively with clarity and logic with an interest in the children's thoughts and feelings. 3. Respects the individuality of students and supports their well being. 4. Has established a climate in which students demonstrate self-discipline and responsibility. 5. Demonstrates highly effective interpersonal relationships with others.</p>	<p>1. Sets high expectations for student achievement. 2. Communicates effectively with students. 3. Demonstrates sensitivity in relating to students. 4. Promotes student self-discipline and responsibility. 5. Demonstrates effective interpersonal relationships with others.</p>	<p>1. Uses teaching strategies which are often related to students' abilities. 2. Communicates adequately for student understanding. 3. Is sometimes unresponsive to students' thoughts and feelings. 4. Inconsistently promotes self-discipline and responsibility. 5. Inconsistently displays effective interpersonal skills.</p>	<p>1. Uses teaching strategies which are seldom related to the students' abilities. 2. Communicates in a way that is often vague, confusing or one-sided. 3. Is insensitive in relating to students. 4. Is unable to promote student self-discipline and responsibility. 5. Demonstrates ineffective interpersonal relationships.</p>

SUMMATIVE EVALUATION REPORT

Teacher's Name _____ School _____
 Grade/Subject _____ Date _____
 Date of Tenure _____ Evaluator's Name _____

PERFORMANCE AREA A. CURRICULUM DESIGN

	Exceeds Prof Comp	Prof Comp	Satisfactory Opt./Growth	Unsat	N/A
1. Displays a thorough knowledge of curriculum and subject matter.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Selects and plans learning content congruent with the prescribed curriculum, demonstrates effective planning and implements the lesson plans.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Demonstrates a willingness to keep curriculum and instructional practices current.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

PERFORMANCE AREA B. INSTRUCTIONAL PRACTICE

4. Implements the lesson plan.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Provides opportunities for individual differences.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

PERFORMANCE AREA C. MANAGEMENT

6. Organizes students for effective instruction.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Plans for and makes effective use of time, materials, and resources.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Demonstrates evidence of personal organization.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments

PERFORMANCE AREA D. ASSESSMENT

	Exceeds Prof Comp	Prof Comp	Satisfactory Opt/Growth	Unsat	N/A
9. Prepares appropriate evaluation activities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

PERFORMANCE AREA E. CLASSROOM ATMOSPHERE

10. Sets high expectations for student achievement.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Communicates effectively with students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Demonstrates sensitivity in relating to students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Promotes student self-discipline and responsibility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Demonstrates effective interpersonal relationships w/others	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

Overall Comments

 Evaluator's Signature _____ Date _____

 Teacher's Signature _____ Date _____

PROFESSIONAL DEVELOPMENT PLAN
Non-Tenured Teachers and Teachers In Need Of Support

Name _____ Subject/Grade _____

Building _____ Date _____

Performance Area: (check one)

- ☐ Curriculum Design (Criteria 1-3)
☐ Instructional Practice (Criteria 4-5)
☐ Management (Criteria 6-8)
☐ Assessment (Criterion 9)
☐ Classroom Atmosphere (Criteria 10-14)

Principal selects lowest-rated criterion

I. DESIRED OUTCOME FROM TARGETED CRITERION (developed collaboratively)

II. SPECIFIC MEASURABLE BEHAVIOR (What will be done?)

III. PROCEDURES
 (How will it be done?)

Timeline (to be agreed upon – between Teachers' Union and Administration)

- 1.
- 2.
- 3.
- 4.
- 5.

CONFIDENTIAL FORM: PARTNERS USE ONLY

PEER COACHING OPTION PROFESSIONAL GROWTH OPTION (to be agreed upon by October 1)

Name _____ (partner) Date _____

Name _____ (coach) Grade/Dept _____

Building _____

FOCUS AREA (check one)

- _____ Curriculum Design (Criteria 1-3)
 _____ Instructional Practice (Criteria 4-5)
 _____ Management (Criteria 6-8)
 _____ Assessment (Criterion 9)
 _____ Classroom Atmosphere (Criteria 10-14)

I. FOCUS AREA/ANTICIPATED CHANGES:

II. TENTATIVE PLAN (6-9 experiences)

APPROXIMATE TIMELINE

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____

III. RECORD OF EXPERIENCES

Coach: _____

Partner: _____

DateTime

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____

IV. TEACHER'S SUMMARY:**V. COACH'S SUMMARY:****VI. PRINCIPAL'S SUMMARY OF CONFERENCE WITH PARTNERS:**

Coach _____ Date _____

Administrator _____ Date _____

Partner _____ Date _____

Glossary

Accountability -	To be answerable for; to act in a credible manner. In school organizations a shift is occurring, i.e., toward being accountable for outputs, not just inputs.
Assessment -	Processes that are focused on quantitative and/or testing approaches and less on judgement.
Authentic Assessment -	Sometimes called <i>non-traditional assessment</i> , it is an act or procedure that is nearer to measuring the real ability and achievement of a student than traditional, especially multiple-choice tests. Examples might be products, portfolios, performances, and personal communication.
Clinical Visit -	Classroom observation that includes the process of pre-observation conference, classroom observation, and post-observation conference.
Critical Lenses -	Necessary aspects of the teaching/learning process: curriculum design, assessment, instructional practice, classroom management, classroom atmosphere.
Data -	Observations, work samples. Input from evaluators.
Due Process -	Constitutional protection guaranteed a public employee for proper procedure and fair treatment. In the case of performance evaluation it includes notice, explanation, assistance, and time.
Equity -	Increase in quality does not vary percentage-wise by gender, race, and socioeconomic status of students.
Evaluation -	The process of determining the merit, worth or value of something, appropriately based on synthesis of available data.
Excellence -	Ever increasing quality of programs and products.
Formal Observations -	Announced visits as a part of the clinical supervision cycle.
Formative Evaluation -	On-going observation, both announced and unannounced, as well as the performance feedback and coaching which are conducted with the staff member by the evaluator during the evaluation cycle. A professional development plan and work toward its completion are included in this part of the cycle.
Indicators -	Data to indicate mastery of standards.
Informal Observation -	This casual, day-to-day observation can be of any length; its purposes are to validate and support effective performance and to monitor overall performance.
Intensive Assistance -	The process used when an employee has not met the performance standards the previous year. That employee is provided with assistance the following year (teacher in need of support).
Learner Outcomes -	Objectives to be mastered by students.
Mentor -	An experienced teacher selected to coach beginning teachers.

Non-tenured Teacher -	Any teacher who has not achieved tenure status.
Observer -	Building principal, director, assistant director, superintendent, assistant superintendent, supervisor, department chair, coach.
Peer Coaching/observation-	A teaming of peers to provide feedback.
Performance Criteria -	These serve to describe observable behaviors, which, when performed, indicate fulfillment of the attendant responsibility.
Portfolio -	A file of supporting data. The examples may include, but are not limited to, work samples (teacher artifacts), students' work, lesson assessments, growth plans, etc.
Post-observation Conference -	This conference is held following an announced observation for the purpose of discussing the observation and other factors relevant to the staff member's performance of responsibilities as listed in the position description.
Pre-observation Conference -	This conference is held prior to an announced observation for the purpose of reviewing the Pre-observation Report prepared by the person being observed.
Professional Development Plan -	A plan with objectives and methods for achieving them, designed to stimulate on-going professional growth for a staff member. (Teacher non-tenured and in need of support)
Professional Growth Option - (PGO)	The peer coaching system.
Responsibility -	What one is answerable for, job duties, obligations. Things for which you are legally, professionally and ethically accountable.
Self-Assessment -	Self-rating by an employee using the Summative Evaluation Report form.
Stakeholders -	All persons in the District who have a stake in quality education: students, parents, teachers, staff members, administrators, the board and community members.
Standards -	Goals for all students, established by the State of New York.
Summative Evaluation -	This term refers to the final evaluation, which is completed at the end of the evaluation cycle. The summative evaluation is based on data collected during the formative part of the evaluation cycle.
Tenured Teacher -	Any teacher who has been employed by the same school district in the State of New York or a period of three consecutive school years, and has had his contract renewed for a fourth consecutive school year without agreeing to an extension of the probationary period <u>OR</u> a teacher who has achieved continuing contract status in one district and who without lapse of time has taught two consecutive school years and who has had his contract renewed for a third consecutive school year by the employing school district.

Instructional Terms

Curriculum Design – mastery objectives co-designed with assessment of mastery

Congruence
Concept/example
Goal
Input, learner outcome
Strand, subskill
Task analysis
Teaching to an objective (learner outcome)

Instructional Practice – repertoire of processes to connect teaching and learning

Active learning
Active participation
Adjust and monitor
Anticipatory set (activator)
Bloom's taxonomy
Closure (summarizer)
Cognitive empathy
Cooperative learning
Critical attributes
Differentiated instruction
Examples, definition
Groups
Learning styles
Meaning, meaningful processing
Mental set (hook)
Modeling
Practice – guided independent
Review
Transfer
Wait time

Management – proactive plan against chaos

Dead time
Directions
Law of least intervention
MBWA (management by walking around)
No task defined
Proactive management
Procedures

Assessment – students demonstrate in meaningful ways their understanding

Adjust and monitor
 Checking for understanding
 Corrective procedures
 Data (to demonstrate understanding)
 Degree of original learning
 Diagnostic survey
 Feedback
 Knowledge of results
 Overt/covert behavior
 Post-test
 Pre-test

Classroom Atmosphere – environment fostering expectations, personal relationship building, intellectual safety and cognitive empathy.

Courtesy
 Encouragement
 Enthusiasm
 Expectations
 Feeling tone
 Humor
 Intellectual safety
 Interest
 Level of concern
 Motivation
 Personal relationship building
 Praise
 Respect
 Risk taking
 Success

Professional Development Options

Tenure Teacher Evaluation Options

Additional Information

Peer Observation: Confidential, Collegial Process

A colleague will observe and conference with a teacher for the purpose of providing review and feedback on classroom performance. The teacher selecting peer observation will begin planning with a colleague upon approval of the evaluator.

Professional Study/Independent Research

Professional study and/or research must have a focus agreed to with the building administrator. The results of this plan should be in the form of a written report describing the project in depth citing the sources of research, the implications for the classroom experience, and the teacher's conclusions.

Professional Collaboration/Presentation

A teacher may demonstrate alternative teaching strategies through collaboration with other professionals. This may result in non-traditional instruction (team teaching, computer aided instruction, etc.) this may take place at the nation, state or local level. The teacher may collaborate with other

Portfolio Assessment

While various methods of assessment – such as direct observations and review of lesson plans – provide evidence of the teacher's competence, we believe that many important dimensions of teaching and learning can be captured through portfolios.

A portfolio could include samples of student work, teacher-developed plans and materials, or videotaped teaching episodes. All of these would provide opportunities for the teacher to reflect on his or own teaching.

Some examples of items included in a portfolio are:

- | | |
|----------------------------|--|
| • Lesson/Unit Plan | ... Description of instructional plans |
| • Original Works | ... Examples of teacher developed activities |
| • Video Tapes | ... Of classroom learning and teaching |
| • Examples of Student Work | ... Projects, presentations, etc. |
| • Reflective Journals | ... Individual teachers' thoughts on teaching/learning process; examples of professional growth activities |

APPENDIX J

POSITIONS:

(2) Instructional Coordinators: *Elementary*

(1) English/Social Studies

(1) Science/Math

(2) Instructional Coordinators: *Secondary*

(1) English/Social Studies

(1) Science/Math

These positions will be evaluated and applied for annually, with the person selected determined by the Superintendent of Schools, Assistant Superintendent for Curriculum, the Building Principal, and approval of the Board of Education.

Selection of instructional coordinator(s) will be determined after interviewing multiple, qualified applicants for the position. The Port Jefferson Teachers' Association may assign one representative for each subject area to the level 1 screening teams.

DURATION:

School Year - Annual - In addition to the regular school day, 1 ½ hours 3 days per week and 5 full days over the summer agreed upon with the building principal

QUALIFICATIONS:

NYS Certification in at least one of the specified subject areas

***Elementary:* N-6**

***Secondary:* English, Social Studies, Science, Math**

- demonstrated expertise in subject areas
- experience in staff development
- experience in working cooperatively with teachers

LOCATION:

Principal's Office

SALARY: As per Teachers' Contract

EFFECTIVE: July 1, 2001

RESPONSIBLE TO: Building Principals and Assistant Superintendent for Curriculum, Instruction, and Pupil Personnel Services

**DESCRIPTION
OF DUTIES:**

The instructional coordinator shall provide leadership for program and staff development in the instructional area(s) specified in their title. Each is responsible for certain areas of school management as they relate to the department or division.

The list of which follows is not to be construed as limiting the functions of instructional coordinator. This list provides a broad overview of the job description.

I: INSTRUCTION AND CURRICULUM

- Coordinate and facilitate the curriculum writing process:
 - a) gather background information and curriculum materials for teacher access and classroom use in curriculum planning.
 - b) instructional coordinator is responsible for the team writing process so that curricula are complete and articulated sequentially across grade levels.
 - c) is responsible for the input of developed curriculum to the Learning Village instructional plan.
 - d) schedule regular meetings with grade levels to obtain feedback during the pilot year.
 - e) is responsible for the curriculum revision process.
 - f) reports directly to the Assistant Superintendent for Curriculum and instruction as requested (updates on progress to date, presentation of materials for approval.)

- Facilitates appropriate Academic Intervention Services for targeted students grades 4-12.
- Advises the district office administration regarding all courses of study particular to their assignment.
- Advises the building principal and district office administrator in developing the instructional program for the building particular to their assignment.
- Prepares, or has prepared, course descriptions for all courses offered by the department.
- Works with the librarian on the selection of books, magazines, audio-visual media and computer software for the department and the library.
- Assists in developing and implementing the testing program. Supplies such information concerning tests and test results as the principal and district office administrator may require.
- Reviews the instructional program and makes recommendations to the building principal.
- Provides leadership and assistance for teachers in developing, implementing and improving instruction.
- Organizes and conducts monthly department meetings for each subject area after or before school.
- Maintains a professional library for subject area and distributes pertinent articles and information to faculty.
- Assists teachers when needed with parent conferences.
- Advises office administration concerning in-service program proposals.
- Reports periodically to the Board of Education on matters of curriculum and instruction.

II: INSTRUCTIONAL AREA(S) MANAGEMENT

- Advises the principal on teacher assignments and scheduling for the department.
- Advises the principal on the utilization of present facilities and assists with the planning for new facilities as requested.

- Advises administrators and guidance in general pupil placement and in specific student assignments as necessary. Provides liaison between the department and guidance services. Recommends schedule changes for pupils within the department for subsequent guidance and principal's approval.
- Maintains appropriate records for proper administration of instructional area(s) including, but not limited to, end of the year student performance report (grades.)
- Assists the building principal in the selection and placement of student teachers, as requested.
- Initiates and advises the principal and district office administration concerning long-range planning for the department.

III: INSTRUCTIONAL AREA(S) BUDGET

- Controls inventory and supervises care and storage of instructional area(s) textbooks, equipment and supplies and forwards reports to the principal as required.
- Consults, as necessary, with area staff in the preparation of the department budget requests.
- Prepares an annual budget request and submits it in writing to the principal.
- Advises the principal and business administrator in the selection of supplies and equipment and assists in reviewing bids and samples submitted by suppliers.
- Reviews all requests for purchase orders originating in his/her instructional area(s).
- Checks shipments against purchase orders for instructional area textbooks, supplies and equipment.
- Distribution of instructional area(s) textbook, supplies and equipment.

IV: PERSONNEL MANAGEMENT

- Visits and observes teacher performance of volunteers, non-tenured, and teachers in need of support. It is understood that observations are confidential to be shared with the teacher only and will not be used by administrators to evaluate.
- Works with teachers to help them carry out recommendations made in evaluation reports.
- Participates in instructional area teacher selection process, including screening of resumes whenever possible, and orients teachers new to the instructional area.
- Advises the principal concerning instructional area members' request for professional trips and conferences.

V: SCHOOL FUNCTION

- Reviews the planning for teacher, student and chaperone participation in all trips, exhibits, shows and contests concerning the department.
- Develops good school/community relationships for the department.

VI: MEETINGS

- Attends meetings called by the principal for discussing school policy.
- Attends meetings called by the district office administration to provide communication on curriculum matters and policy matters.
- Attends meetings of the Board of Education to explain elements of the department's program as requested.
- Meets with selected student and/or citizen groups as requested by the principal to represent the viewpoint of the selected area(s).
- Attends meetings, on approval of the building principal/assistant superintendent, outside the district to facilitate the normal functioning of the program to become aware of trends, new ideas and solutions to problems.
- And other such duties as assigned by the Building Principal or Assistant Superintendent for Curriculum, Instruction, and Pupil Personnel Services.



Teachers

MEMORANDUM OF AGREEMENT dated April 3, 2001, by and between the negotiating representatives of the Port Jefferson Teachers' Association (hereinafter referred to as the Union) and the negotiating representatives of the Port Jefferson Union Free School District (hereinafter referred to as the District).

1. General

The labor agreement between the parties for the period of July 1, 1994 - June 30, 2001 will expire on June 30, 2001. The parties herewith agree that said agreement shall be modified effective as of July 1, 2001 to the extent set forth herein, as a result of their collective bargaining for a successor agreement to said expiring contract. The Retirement Incentive contained herein shall commence on July 1, 2000. Except for changes to contract language that are necessitated by those provisions of this agreement, the provisions of said expired contract shall remain unchanged.

2. Contingencies

A. This agreement is subject to formal ratification by the Board of Education of the Port Jefferson Union Free School District and the membership of the Port Jefferson Teachers' Association. The Union ratification vote shall occur on or before thirty (30) days from the date of execution of this agreement. The Board of Education ratification vote shall occur on April 3, 2001. If either party fails to ratify or fails to act within the aforesaid periods, this memorandum of agreement shall be of no further force and effect and shall be a nullity. Notwithstanding the foregoing, the team of negotiating representatives for each party will urge their respective principals to ratify this memorandum of agreement.

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B. The parties agree to incorporate this memorandum of agreement into a more formal written agreement. The parties shall also incorporate any outstanding written agreements into the new collective bargaining agreement.

3. Term

The term of the contract shall be from July 1, 2001 to June 30, 2006.

4. Retirement Incentive

A. Effective July 1, 2000, any member who meets the conditions set forth below shall be eligible to apply for and receive a retirement incentive of Fifty-Five Thousand Dollars (\$55,000) to be paid in lump sum before July 5th of the year of retirement and will be credited, for retirement purposes, as being paid for services rendered during the final full year of teaching service prior to the member's effective retirement date.

B. To be eligible for receipt of the benefit a member must have ^{twelve (12)} ~~ten (10)~~ years of service with the Port Jefferson Union Free School District and must:

I. Become age 55 or have thirty five years of service, and be first eligible for retirement under the New York State Teachers Retirement System or Employees Retirement System or be over the age of 55, and be eligible for retirement under the New York State Teachers Retirement System or Employees Retirement System, on or before August 31, 2001 and submit an irrevocable letter of resignation for purposes of retirement on or before April 16, 2001 for retirement in year 1, or on or before January 31, 2002 for retirement in year 2, at the member's option.

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- ii. Become age 55, and be first eligible for retirement under the New York State Teachers Retirement System or Employees Retirement System, between September 1, 2001 and August 31, 2002 and submit an irrevocable letter of resignation for purposes of retirement on or before January 31, 2002.
- iii. Become age 55, and be first eligible for retirement under the New York State Teachers Retirement System or Employees Retirement System, between September 1, 2002 and August 31, 2003 and July 1 submit an irrevocable letter of resignation for purposes of retirement on or before January 31, 2003.
- iv. Become age 55, and be first eligible for retirement under the New York State Teachers Retirement System or Employees Retirement System, between September 1, 2003 and August 31, 2004 submit an irrevocable letter of resignation for purposes of retirement on or before January 31, 2004.
- v. Become age 55, and be first eligible for retirement under the New York State Teachers Retirement System or Employees Retirement System, between September 1, 2004 and August 31, 2005 submit an irrevocable letter of resignation for purposes of retirement on or before January 31, 2005.
- vi. Become age 55, and be first eligible for retirement under the New York State Teachers Retirement System or Employees Retirement System, between September 1, 2005 and June 30, 2006 and submit an irrevocable

letter of resignation for purposes of retirement on or before January 31, 2005.

vii. A member who becomes age 55 in any year of the incentive but who does not have sufficient years of service under the New York State Teachers Retirement System or Employees Retirement System to qualify for ordinary service retirement without penalty, may obtain the retirement benefit in the last year of this incentive herein (Year 5) when said member then achieves sufficient years of service under the New York State Teachers Retirement System or Employees Retirement System to qualify for ordinary service retirement with or without penalty.

C. Except for delivery of payment of the retirement award, this retirement incentive program shall expire in all respects and be of no further force and effect on June 30, 2006. The Association waives the applicability of 209-a(1)(d) and 209-1(1)(e) of the Taylor Law to the entirety of the provisions of this retirement incentive.

D. This Retirement Incentive shall not be formalized in the parties' collective bargaining agreement but shall be offered and implemented via a binding side letter. This memorandum of agreement shall serve as said side letter. The parties agree, however, that in the event of a dispute regarding the Retirement Incentive, the parties agree that the Union may grieve the dispute through arbitration with the American Arbitration Association pursuant to its rules for Voluntary Arbitration. The determination of the arbitrator shall be final and binding.

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5. Salary

For each year of the five year term, the salary increase shall be equal to the percentage increase in the Consumer Price Index (New York-Northeastern, New Jersey Area) for the preceding February to February period. However, the minimum raise shall be 2.75% and the maximum shall be 4%, notwithstanding a percentage increase in the Consumer Price Index that is lower than or exceeds the aforesaid percentages. The percentage salary increase shall be applied to all off-schedule compensation - i.e., extra-curricular, co-curricular, coach, chaperone, etc., as in the past.

6. School Year

Effective July 1, 2001, the school year shall be increased from 182 days to 183 days. The additional work day will be used for staff development and curricula updating. This day will be mutually planned by the District and the Teachers' Association Professional Development Committee. Students will not be in attendance on this day.

7. Evaluation

Effective July 1, 2001, the parties have negotiated a new evaluation system to replace the current evaluation system (SIM). Said new evaluation system is set forth in detail in Exhibit "A" attached hereto and incorporated herein. It goes into effect automatically should the Union and the District fail to formally adopt a mutually agreed upon evaluation system by that date. The system includes, *inter alia*, the following conditions.

1. Annually, all teachers will receive a written evaluation.
2. Evaluations for file may include both announced and unannounced observations.

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3. Different systems will be set up for satisfactory tenured teachers, unsatisfactory tenured teachers and non-tenured teachers.

8. High School/Middle School Schedule

The District, at its sole discretion, may institute a five (5) year pilot schedule (2001-2006) which may include any form of the following:

1. Present 9 period rotation
2. A. M. Rotate - P.M. fixed 9 period
3. Fixed 9 period day (non rotating). This option will include 41 minute periods within the overall existing seven hour school day. The parties acknowledge that lunch may be reduced to accommodate the 41 minute instructional periods.

The District agrees to pilot a two year, possibly reduced, common lunch schedule during years three and four of this contract, i.e., 2003-2004 and 2004-2005.

The above high school/middle school schedule and common lunch pilot shall sunset at the end of this contract period.

This Schedule shall not be formalized in the parties' collective bargaining agreement but shall be agreed to in a binding side letter. This memorandum of agreement shall serve as said side letter. The parties agree, however, that in the event of a dispute regarding the Schedule, the parties agree that the Union may grieve the dispute through arbitration with the American Arbitration Association pursuant to its rules for Voluntary Arbitration. The determination of the arbitrator shall be final and binding.

9. Child Care Leave

Teachers returning from child care leave may not return during the first quarter of a term or during the last quarter of a term. However, appeals due to special circumstances may waive the above restrictions upon the mutual consent of the District and the Teachers' Association.

10. Modifications to Captions Included in Article IX(I).

The substantive text of the subdivisions 1 through 5 of Article IX(I) shall remain unchanged. However, subsections 1 through 4 will be listed under a paragraph caption entitled "Job Security" and existing subsection 5 of Article IX(I) shall be renumbered as new paragraph "J" under a paragraph caption "Just Cause."

11. Additional Time During the School Year

In recognition of the need to provide additional systemic professional development and curricula updating to meet the State's new requirements for graduation and more rigorous student assessment, it is agreed that the following schedule of additional hours beyond the regular school day shall be adopted:

<u>Year</u>	<u>Non-Tenured Employee Hours</u>	<u>Tenured Employee Hours</u>
2001-2002	10	5
2002-2003	15	10
2003-2004	15	10
2004-2005	20	15
2005-2006	25	20

It is agreed that the types of professional development and curricula updating will be collaboratively agreed upon. Further, the District will award one in-service credit for every 15 hours of time spent pursuant to this section.

12. The Association, upon ratification of this agreement by both parties, shall withdraw any pending improper practice charge or charges filed against the District with the PERB related to or arising out of the negotiations leading to this agreement with prejudice and agrees not to file any additional improper practice charge with PERB related to or arising out of the negotiations leading to this agreement.

13. Instructional Coordinators (NEW):

Effective September 1, 2001, the District agrees to create and fund four (4) stipended positions with the title of "Instructional Coordinator" for a three (3) year pilot program. The Instructional Coordinators will be in the areas of:

- (1) English Language Arts/Social Studies - Elementary Level
- (1) English Language Arts/Social Studies - Secondary Level
- (1) Math/Science - Elementary Level
- (1) Math/Science - Secondary Level

The Instructional Coordinators shall be responsible for the specific duties outlined in the final Job Description which are attached hereto as Exhibit "B."

It is understood that the duties of subject area Coordinators shall extend beyond the regular school day and year:

- 1½ hours three (3) times a week beyond the regular school day during the school year
- 5 full days of summer meetings. (The dates shall be mutually agreed to by the Instructional Coordinator and the Superintendent of Schools.

Stipend:

Year 1 - \$10,000
Years 2 & 3 25% of BA Step 1.

14. Payments Upon Retirement/Leaving District:

Amend Article IX to add the following:

"In order to receive the first five (5) days of reimbursement for sick day payment, i.e., 10 sick leave days, teachers eligible for sick day payment shall notify the District in writing of their intent to retire within 60 school days of the effective date of retirement. The Superintendent of Schools, after discussion with the Port Jefferson Teachers Association, may waive the above notification requirement upon written notification of extenuating circumstances."


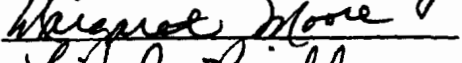

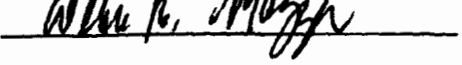
Negotiating Representatives of the
PORT JEFFERSON UNION FREE SCHOOL DISTRICT


by:


Dr. Edward Reilly
Superintendent of Schools

Negotiating Representatives of the
PORT JEFFERSON TEACHERS ASSOCIATION

by:

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HOW TO SCAN A DOCUMENT TO FILE OF YOUR CHOICE

Turn on scanner (Switch is on back of scanner near cord)

Turn on computer and enter your user ID and password.

Click Adobe Acrobat icon.

Click File on upper left hand corner of screen

Click Create PDF, from Scanner

(Put documents in scanner tray. Print down and header facing down on tray)

Click Single-sided or Double-sided format

Click Scan

Set paper size (Normal letter size is: Letter 8.5" X 11")

Click Scan

After sheet or sheets are scanned, click Done

Click File

Click Save As

Click arrow

Find source for saving

Click Open

Insert file name

Click Save

Check to see if document is in designated source

Yell at Fred if this does not work