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AGREEMENT

Between The
SUPERINTENDENT
And The

TEACHERS' ASSOCIATION

Of The

**OTSEGO NORTHERN CATSKILL
BOARD OF COOPERATIVE SERVICES**

July 1, 2003 to June 30, 2006

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PREAMBLE

This Agreement entered into by and between the Executive Officer of the Board of Cooperative Educational Services, Sole Supervisory District of Otsego, Delaware, Schoharie and Greene Counties, hereinafter called the "Executive Officer" and the Otsego-Northern Catskills Board of Cooperative Educational Services Teachers' Association, hereinafter called the "Teachers' Association or the Association".

RECOGNITION CLAUSE

The Executive Officer of the Board of Cooperative Educational Services of the sole supervisory District of Otsego, Delaware, Schoharie and Greene Counties, having determined that the Otsego Northern Catskills Board of Cooperative Educational Services Teachers' Association is supported by a majority of the teachers in the unit defined below, hereby recognizes the Teachers' Association as the exclusive negotiating agent for unit members. Such recognition shall exist unless another employee organization submits to the Board of Education a certified list of a majority (50%+1) of the bargaining unit membership.

The unit shall consist of all certified teaching personnel holding part-time, probationary, tenured or long-term substitute appointments, with the exception of all Administrative and Supervisory staff (including Administrative Interns), non-contracted substitutes, Adult Education Instructors, Continuing Education Instructors and Supplementary School Personnel (including Licensed Teaching Assistants, Teacher Aides and Visiting Lecturers).

DEFINITIONS

Executive Officer – Chief Administrator of the Board of Cooperative Educational Services.

BOCES Board – The Board of Cooperative Educational Services.

ONC BOCES TA – Otsego-Northern Catskills Board of Cooperative Educational Services Teachers' Association.

WITNESSETH

WHEREAS, the Executive Officer and the Association recognize and declare that providing a quality education for the students of the Sole Supervisory District of Otsego, Delaware, Schoharie and Greene Counties is their mutual aim.

WHEREAS, the Executive Officer has a statutory obligation, pursuant to Article XIV of the Civil Service Law, to negotiate with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

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

ARTICLE 1

NEGOTIATIONS PROCEDURES

1. It is contemplated that terms and conditions of employment provided in the Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may from time-to-time arise of vital mutual concern to the parties, which have not been fully or adequately negotiated, between them. It is in the public interest that opportunity for mutual discussion of such matters be provided. The parties agree to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.
2. No later than December 15 of the final year of the Contract, the parties will enter into good faith negotiations over a successor Agreement covering the following school year or years. If such an Agreement is not concluded by May 1, either party may request the State Public Employment Relations Board to assist the parties to reach an Agreement. Such mediation and fact-finding will be governed by the provisions of Section 209 of the Civil Service Law.
3. Neither party in negotiations shall have control over the selection of the representative of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals and reach compromises in the course of negotiations.

ARTICLE 2

MAINTENANCE OF STANDARDS

1. All conditions of employment including teaching hours, teacher facilities, rights to use of BOCES facilities for Association meetings, textbook selection, professional conferences, instructional materials selection, relief periods, leaves and other general working conditions shall be maintained insofar as possible.

This Agreement shall not be interpreted or applied to deprive teachers of professional advantages heretofore enjoyed unless expressly stated herein.

2. It is recognized that among the necessary duties of the BOCES Administration and Board are: hiring, assigning, transferring and supervising all employees; promoting, disciplining, suspending or discharging all employees when necessary and appropriate; eliminating or adding positions; establishing necessary daily time schedules and an annual work calendar.
3. However, it is essential that any of the above actions be taken only after due deliberation and with the understanding of the employee(s) affected. Thus, such actions should have been preceded by appropriate conferences with the employee(s). In no case shall a Management right be used as a disciplinary tactic for Association activities, but shall be exercised in a professional manner in the best interests of the education of students.
4. These rights of the employer are not all-inclusive, but merely point out the types inherent to the employer.
5. It is clearly understood that these rights shall never abridge Federal, State, Local or Civil Service Laws, nor shall they violate basic human rights transcending all other in a democracy. They shall be exercised with discretion and compassion, with the highest motives always as their primary focus.

ARTICLE 3 **SICK LEAVE**

1. Teachers employed on a ten (10) month contract shall be granted fifteen (15) days sick leave on the first day of the school year. These sick leave days shall be cumulative to two hundred twenty (220) days. All first year teachers will have fifteen (15) days available to them upon the first day of school; however, they will earn them at the rate of one and one-half (1.5) days per month.
2. Those employed on an eleven (11) or twelve (12) month contract shall be granted one and one-half (1.5) additional days for each month beyond the regular school year cumulative to two hundred thirty (230) and two hundred forty (240) days, respectively.
3. Sick leave days may be used in full or half days. Five (5) days of sick leave per year may be used for sickness in the immediate family. In cases of catastrophic illness or injury to a family member, an employee may use his or her accumulated sick leave. The Sick Leave Bank Committee shall approve the use of such sick leave pursuant to procedures established by said Committee. For the most effective scheduling, it is desirable that such leaves end with semester or marking period.

4. Absences for medical appointments or disability treatments that do not involve more than one and one-half (1.5) hours will not be deducted from sick leave. There shall be a limit of one (1) per day, per person.
5. A physician's certification of personal or family illness may be required at the discretion of the teacher's immediate supervisor.
6. When schools are in session for only a half day, an employee absent for that half day will be charged with a half day absence.
7. A Sick Leave Bank is available and shall be administered by the Association and the Administration. The Association President shall appoint two (2) unit members to serve on the Board of Trustees for the Bank and the Executive Officer shall appoint two (2) members to serve on the Board of Trustees of the Bank. The Board will contribute equal days if the Bank is used. Full guidelines are attached to the Contract as Appendix A. The Association President will be notified of each teacher who, because of extended illness, has exhausted his/her sick leave.

ARTICLE 4

SHORT-TERM LEAVES OF ABSENCE

1. Personal Leave

In addition to sick leave days as described in Article 3, each employee shall have available four (4) personal days each year. Personal days may be used in full or half days. Personal days are intended for emergency situations or business matters, which can only be taken care of on a workday. The Board of Cooperative Educational Services may request that the employee provide a reason why this day is to be used; if the employee considers the reason to be of a confidential nature, he/she may so state. If the employee or the employee's supervisor has a question about the appropriateness of the leave requested, a consultation shall occur with the Executive Officer or his/her designee.

Personal Leave days that are unused at the end of each school year shall be converted to accrued sick leave. If an employee has reached his/her maximum of accrued sick days, he/she can roll over his/her unused personal days into the Sick Bank.

2. Bereavement Leave

Teachers will be granted up to five (5) days leave in the event of a death of a member of their family.

ARTICLE 5

LONG-TERM LEAVES OF ABSENCE

1. Conditions of Leaves

Requests for leaves of absence or extensions of leaves of absence will be presented to the Executive Officer in writing. If the teacher requests a leave for a specific period of time and the Board approves, it is expected that this will be honored. A request for an early return may be approved by the Board, if the employee has extenuating circumstances. For the most effective scheduling, it is desirable that such leaves begin and end with the beginning dates of semesters. Leaves during the year must have at least thirty (30) days notification whenever possible. Leaves starting on September 1 should be requested by June 1.

Any teacher out on a leave must notify the Board of Cooperative Educational Services by April 1 if he/she is returning to work after a one (1) year leave.

Requests for Family and Medical Leaves shall be pursuant to the BOCES policy adopted in accordance with the Federal Family and Medical Leave Act.

2. Type of Leave

A. Disability Leave

If during the performance of their duties any teachers become disabled, they must present a request in writing to use disability time. A doctor's statement indicating the nature of the disability and its duration will be required. The Board of Cooperative Educational Services may require additional verification during extended periods. If this disability is caused by an emergency situation (i.e. the teacher would not have appropriate time for written request), both the Executive Officer and the immediate supervisor must be contacted verbally. The disabled teacher will use available sick days for such disability leave.

B. Child Rearing or Adoption

Leave for purposes of child rearing and/or adoption shall be granted up to a maximum of two (2) years. This request shall include the specific starting date of this leave and its duration, and comply with provisions of "A" above.

C. Leaves of Absence for Professional Association Officers

The Board agrees that one (1) teacher designated by the Association may, upon request, be granted a leave of absence for up to two (2) years

without pay for the purpose of serving in an elective office in the State or National Association.

D. Peace Corps and Exchange Teacher Leaves

A leave of absence without pay of up to two (2) years may be granted to any teacher who joins the Peace Corps or serves as an exchange teacher and is a full-time participant in such program(s). Upon return from such leave, a teacher will be considered as if he/she were actively employed by the Board during the leave and will receive a salary at the level he/she would have achieved without the leave.

E. Military Leave

Leave for military service shall be governed by Sections 234 and 243 of the Military Law. Under these provisions, an employee will be required to reimburse the Board of Cooperative Educational Services the lesser of the two (2) salaries received.

F. Educational Leave

If requested by April 1, leaves may be granted without pay to tenured teachers up to two (2) years for educational purposes. Additional education leaves may be granted at the discretion of the Board.

G. Jury Duty

If an employee of the unit is required to provide duty on a jury, no time will be charged to the personal or sick leave of the employee. Full salary will be continued; however, any compensation received must be paid to the Board of Cooperative Educational Services, with the exception of mileage.

H. Other

Requests for other unpaid leaves of absence shall be considered by the Board on an individual basis.

3. Benefits While on Leave

While on an approved unpaid leave, the unit member shall have the option to remain an active participant in health and dental benefit programs by contributing the full cost of programs selected by the employees; paid leaves will have benefits continued. Board of Cooperative Educational Services paid benefits under this Contract will cease on the day the unpaid leave commences and will be reinstated on the day the employee returns to service. If the starting and/or

ending date is during a month, the Board of Cooperative Educational Services will pay for the month.

4. Re-Employment Rights

A teacher who is granted an unpaid leave shall have the following re-employment rights:

- A. Upon return, the teacher shall be assigned to the same or substantially equivalent position in the same tenure area, which was held at the time of leave. If possible, no teacher will be transferred from his/her previously assigned Districts or District without consent.
- B. A teacher returning to employment from a full year's leave of absence will be entitled to the salary being paid at the time of leave, plus the increase available to returning employees for that year.

A teacher returning to employment from a leave of absence lasting only part of a year will receive a salary increase based on the following schedule:

<u>Days Worked</u>	<u>Percentage of Increase</u>
Less than 25	None
25-59	25%
60-99	50%
100-139	75%
140 or more	100%

ARTICLE 6
CONTINUING EDUCATION COMPENSATION

- 1. The purpose of this grant program is to enable employees to enhance their expertise in their employment with BOCES. The following parameters shall apply:
 - A. For existing, tenured, fully certified staff, ONC BOCES shall pay one hundred percent (100%) of tuition for coursework at the State University rate, for enrichment study and/or courses necessary for acquisition of a new area of certification designated by the Administration. There shall be no future impact on hour's accumulation for salary purposes.
 - B. ONC BOCES will reimburse teachers for one hundred percent (100%) of the expense of the course work necessary to obtain their permanent certification, including a Masters' Degree, if necessary.

The employee must reimburse BOCES for any study grants if the employee leaves voluntarily before the teacher is granted tenure.

Alternatively, such staff may choose to forego payment for their tuition and receive salary credit for hours and Masters' stipend. (See Article 12, Section 4 – Salary Increments for Advanced Hours)

- C. New employees with permanent certification will receive salary credit for credit hours and Masters' stipend.

2. The following study grant guidelines govern.

A. Qualifications Necessary for Approval

- 1. Courses to be taken must be directly related to the teacher's area of instruction and/or necessary to perform the functions of his/her Board of Cooperative Education Services employment.
- 2. Application for a grant may be made during the second year of teaching, following a successful first year or thereafter.
- 3. If a teacher is receiving funds from another source, such teacher is ineligible for a Study Grant.

B. Applications

- 1. Applications listing course and course costs must be submitted by the end of September for fall work, the end of January for spring work, and the first of June for summer work. The completed applications should be returned to the Human Resources Office, Otsego-Northern-Catskills Board of Cooperative Educational Services, Frank W. Cyr Center, Stamford, New York 12167.

3. Payment

- A. Vouchers for expenses and grade cards or transcripts are to be submitted following the completing of the coursework. These vouchers are included with the letter of approval for a Study Grant. A passing grade must be achieved for the course to be paid for and a grade card or transcript must be submitted by September for summer grants and the end of May for fall and spring grants. In the event that a grade card or transcript is not available by the above dates, a letter from the professor verifying that a satisfactory grade has been received by the teacher may be presented, pending receipt of the grade or transcript.

- B. Each voucher will bear the certification by the teacher that the charge has been paid by the teacher and that the course has been successfully completed.
- C. Payment for summer grants will be made in October to those teachers on the payroll who were approved for grants. Payment for fall and spring grants will be made in June to those teachers on the payroll who were approved for grants.
- D. Payment will be made at the State University rate per credit hour, in effect as of September 1 of the respective school years 2000-2003.

ARTICLE 7

PAYROLL DEDUCTIONS

- 1. The payroll will be prepared every other Friday. Payroll will be directly deposited on the payroll date in the bank designated by the employee. However, the banks will be limited to the majority of banks used by the employees and must have at least ten (10) employees on the list. The Board of Cooperative Educational Services will not assume any of the costs of the employee's account. Teachers who teach ten (10) months will have the pay option of receiving 2/21st of the contract salary per month for ten (10) months, or 2/26th per month for the first nine (9) months with 6/26th being paid in June of their contract year.
- 2. Dues deduction for the Association will be made on forms supplied by the Association and distributed to employees through the payroll office.

Dues deduction will be equally deducted from each of the normal paychecks and transmitted immediately to the Association.

- 3. Agency Fee Deduction
 - A. The Board of Cooperative Educational Services and Association recognize that the negotiation and administration of collective agreements and related activities entail expenses, which are appropriately shared by all employees covered by such Agreements. They further recognize that the Association, by reason of its status as "Exclusive Representative" of all employees in the negotiating unit, is obligated to fairly represent all such employees without regard to their membership in the Association. In consideration thereof, the Board of Cooperative Educational Services agrees to deduct from the wages of any new employees and any currently enrolled Association members an agency fee in the amount equivalent to the unified dues of the Association and to promptly transmit the sums so deducted to the Association. (Any member of the negotiating unit in 1984-

1985 who was not an Association member will not be required to pay an agency fee unless they desire membership.)

- B. Deduction of this agency fee shall be made consistent with the dues deduction schedule of the Agreement beginning in July and ending in June of each school year, or in such other manner as the parties may agree in writing. The Board of Cooperative Educational Services agrees to furnish the Association with an alphabetical listing showing the names of all employees who are hired after October 1 of any school year as they occur. Deductions shall be appropriately prorated so as to be the same as the deductions made from Association members.
- C. The Board of Cooperative Educational Services shall, within ten (10) days following each pay period from which a dues deduction is made, transmit the amount so deducted to the Association. Each transmittal shall be accompanied by a listing of all employees and the amount of each deduction. The Association shall be responsible for the final accounting of all dues receipts and distributions.
- D. The Association agrees to save and hold harmless the Board of Cooperative Educational Services from all loss, expenses, damages (except punitive), costs and attorneys' fees, limited only to the attorney provided by the Association, that may accrue as a result of the aforesaid Contract provision by reason of any actions or suits brought against the Board of Cooperative Educational Services by any employee in this unit.
- E. The District will continue to offer employees the option of participating in Tax Sheltered Annuities (TSA). Payroll deductions for 403(B) annuity contributions shall commence with the first full pay period in September of each school year.

ARTICLE 8

INSURANCE

1. Health Insurance

A. Eligibility and Payment

Insurance coverage is available to all unit members, and the Board of Cooperative Educational Services will pay the cost of this coverage in the following manner:

1. Current Employees

a. Full-Time

Effective July 1, 1993, the Board of Cooperative Educational Services shall provide one hundred percent (100%) of the cost of coverage in the Catskill Area Schools Employee Benefit Plan for employees enrolled in the Individual or Supplemental Plan. For employees enrolled in the Family Plan, the Board of Cooperative Educational Services shall provide eighty-eight percent (88%) of the total family premium and the employee shall pay the remaining twelve percent (12%) of the total family premium.

Effective July 1, 1994, the Board of Cooperative Educational Services shall provide one hundred percent (100%) of the cost of coverage in the Catskill Area Schools Employee Benefit Plan for employees enrolled in the Individual or Supplemental Plan. For employees enrolled in the Family Plan, the Board of Cooperative Educational Services shall provide eighty-seven percent (87%) of the total family premium and the employee shall pay the remaining thirteen percent (13%) of the total family premium.

The Board of Cooperative Educational Services shall provide one hundred percent (100%) of the cost of coverage for CHP or MVP for employees enrolled in the Individual Plan. If an employee chooses Family coverage, the District shall pay up to the same dollar amount contributed for CASEBP family premium.

b. Part-Time (Hired July 1, 1987 and thereafter)

If the employee works up to forty-nine percent (49%), the Board of Cooperative Educational Services will pay a prorated share of the premium, which is paid for full-time employees, such proration to be based on the percentage of time worked. If the employee works fifty percent (50%) or more, the Board of Cooperative Educational Services will pay the premium paid for full-time employees.

2. New Employees

New employees will be covered, upon application, on their first day of employment pursuant to Subdivision 115 of the Catskill Area Schools Employee Benefit Plan.

3. Multiple Coverage

Employees who show proof of coverage in the insurance plan of an individual who is a member of any other group plan shall be provided with Supplemental Coverage under the Catskill Area Schools Employee Health Benefit Plan. Should such other group plan coverage cease, the employee shall have immediate coverage as described in 2 above, upon application.

4. The prescription drug card co-payment shall be five dollars (\$5.00) for generic drugs and ten dollars (\$10.00) for brand name drugs, provided, however, that if no generic equivalent exists or if the prescribing physician refuses to prescribe a generic equivalent, the co-payment shall be five dollars (\$5.00). Mail order prescriptions shall have no co-payment.

B. Terms of Coverage

All data obtained by the Plan Administrator with respect to claims shall be considered confidential and shall be made available to persons involved or connected with the Plan strictly on a need-to-know basis and such data shall be utilized for no other purpose than is necessary for the administration of the claims. No information shall be released to a third party without the express, written consent of the employee affected. No health data obtained by the Plan may be used to discipline or dismiss an employee.

C. IRS 125 Plan

The Board of Cooperative Educational Services shall provide a comprehensive IRS Section 125 plan, so long as such plan is legal. The monthly administrative costs will be shared equally with the participating employees.

2. Dental Insurance

- A. The Board shall provide payment for a dental plan which will include Prime Blue, Class I, II, III and IV -- 50% MAP. If another plan is provided, it shall be equal in every respect and must be approved by the Association's Executive Committee.
- B. If an employee selects individual dental coverage, the Board of Cooperative Educational Services shall pay the total cost of that Individual coverage. If the employee selects 2-person or Family coverage, the employee and the Board of Cooperative Educational Services shall share

equally in the cost or the difference between the premiums for individual and 2-person coverage or Individual and Family coverage, as the case may be.

3. Health Insurance for Future Retirees

The Board shall pay seventy-five percent (75%) of the cost of health insurance coverage for retired employees and fifty percent (50%) of the costs for their dependents. (This coverage shall commence for employees retiring January 1, 1978.) Employees must have been employed by the ONC BOCES for a total of ten (10) years, with (5) years of continuous employment immediately prior to retirement to obtain health insurance.

For the purposes of this provision, retirement shall be defined as the time when the employee files for and collects benefits from the New York State Teachers' Retirement System and/or has retired pursuant to a bona fide retirement plan or incentive formula offered by either the ONC BOCES or New York State.

4. Health Insurance Buyout Option

An active employee who voluntarily cancels his/her health insurance with the District shall receive payment of twenty-five percent (25%) of the premium in effect on September 1 of the year in which the voluntary cancellation is made. Such eligibility for payment shall continue until the employee requests reinstatement of health coverage, in writing, to the Administration. Payment shall be made in the employee's final paycheck for the school year in which the employee was not enrolled in the health insurance plan.

Part-time employees who are eligible for health insurance coverage with full or partial premium payment made by the BOCES may participate in the buy-out plan at a prorated amount according to the percentage of time he/she works.

There will be no obligation on the part of the BOCES to provide health insurance coverage under the terms of the current Contract if the employee voluntarily cancels his/her coverage pursuant to the terms of this Article. If conditions necessitate the employee requesting reinstatement of health coverage, the BOCES will provide it upon written application by the employee as long as all criteria of the applicable health insurance carrier are met.

Any employee who elects not to participate in the health insurance plan must present proof of alternative insurance coverage to the Administration on an annual basis.

Procedures, timelines and forms for the buy-out plan shall be developed by the BOCES, with the participation of two (2) representatives of the Association, by September 15, 1995.

Employees currently receiving family coverage who change to supplemental coverage shall receive a one-time payment of one thousand dollars (\$1,000).

ARTICLE 9

JOB SECURITY

No employee shall be officially reprimanded, reduced in rank or dismissed except through substantive due process and just cause. In the event that the Board is considering the dismissal of an employee, it will provide at least one (1) written warning from the Executive Officer and will schedule a meeting among the immediate supervisor, the employee and an Association representative of his/her choice for the purpose of improving his/her performance in order to continue his/her employment. If the Board still determines that the employee should be dismissed following such a conference, it will give said employee a minimum of sixty (60) days written notice. The notice will specify the reasons for the dismissal.

This Article does not apply to probationary teachers.

ARTICLE 10

PROBATIONARY PERIOD

The probationary period for newly employed teachers in the Sole Supervisory District of Otsego, Delaware, Schoharie and Greene Counties will be for three (3) years, unless an employee has been placed on tenure in another school year in another School District or Board of Cooperative Educational Services in New York State and who was not dismissed from such District or Board as a result of charges brought pursuant to Section 3020-a of the Education Law, in which case the probationary period will be two (2) years.

Each probationary teacher will be notified by the Superintendent at least sixty (60) days in advance of the end of his/her probationary period as to whether tenure will be granted. If the services of the teacher are to be discontinued at the end of the school year, the notification will be in writing by April 1.

ARTICLE 11

ACCIDENT INDEMNITY

1. All employees will be covered by Worker's Compensation Insurance, which will provide benefits in case of personal injury resulting from accidents or assaults while on duty. In the event of such personal injury, the employee shall immediately notify his/her supervisor within the BOCES so that the proper forms

may be executed by the BOCES administration and employee's own attending physician.

2. Whenever a regularly employed teacher is absent from his/her employment and unable to perform the assigned duties as a result of personal injury caused by an accident or an assault occurring in the course of employment, he/she will be paid his/her full salary during his/her absence from employment up to a period not exceeding two (2) years. The amount of any weekly Worker's Compensation award made for temporary disability due as a result of said injury will be reimbursed directly from the carrier to the BOCES (or turned over in full to the BOCES by the employee, as the case may be) and no part of such absence will be charged to the employee's annual or accumulated sick leave.
3. In the event an employee is absent from employment for a period exceeding two (2) years, the employee will receive as his/her salary the weekly Worker's Compensation award and the BOCES shall have no further financial obligation to that employee.
4. The BOCES shall be entitled to periodically request medical reports and other information to verify the occurrence and/or the continuation of the disability.
5. The application of the benefits of this Article will be based upon the investigation and recommendation of the BOCES Risk Management Consultants (RMSCO).

ARTICLE 12

SALARY BYLAWS

1. Employment Category
 - A. Certified Teachers
 - B. Consultant/Supervisor is defined as: certified teachers holding positions in Guidance, School Social Workers, School Psychology, the Master Teacher in Special Education, and the BOCES Placement Coordinator in Occupational Education.
 - C. Uncertified Teachers
2. Salary Placement
 - A. Base Salary

Initial salary shall be established corresponding with credited years' service as granted in the appointment notice and resolution, subject to evaluation and verification of transcripts and credentials.

1. New teachers may be hired above the starting salary, at the discretion of the District Superintendent. Such additional credit may be based upon actual work experience in the same or closely related field or credentials in a specialized area of instructional need.
2. Consultants/Supervisors hired before January 1, 1997 shall receive a base salary, which includes their 1.1 differential.
3. Newly appointed trade and vocational teachers will have counted their first two (2) years related work experience in order to get on the basic teacher schedule, and one (1) year of service credit for each year of related work experience up to five (5) additional years. Additional years shall be evaluated by the District Superintendent and granted at the discretion of the Board of Education.
4. Any new employee having served in the Armed Forces, Peace Corps or as an exchange teacher will be given service credit for each year served up to two (2) years.
5. Service credit beyond actual work experience as stated in 1-4 may be credited.
6. School Psychologists hired before January 1, 1997 shall receive a one thousand eight hundred dollar (\$1800) stipend above their base salary.

B. Extra Salary Payments

Base salaries are for the ten (10) month school year, September 1 through June 30. A salary may be increased by a differential above the amount indicated on due to extra duties or responsibilities assigned, without increasing the credited years of service. Such differential will be stated in the salary agreement as granted by Board action and remain in effect so long as the duties or responsibilities exist. The differential can be withdrawn should the duties or responsibilities no longer be required.

1. Salaries for unit work in the same position during the summer months shall be determined at the rate of ten percent (10%) for each month. An eleven (11) month agreement shall be for eleven (11) calendar months with time off equivalent to the vacation and holidays granted teachers while school is in session. A twelve (12) month agreement shall be for the entire calendar year with time off not to exceed four (4) weeks in addition to holidays.

2.
 - a. Teachers who are requested and agree to attend in-service programs during the summer (outside of their expected work year) shall receive a daily stipend of eighty-five dollars (\$85.00) for a full in-service day.
 - b. Teachers who are requested or receive approval to undertake curriculum development projects during the summer (outside of their expected work year) shall receive a daily stipend of one hundred dollars (\$100.00) for a full day of curriculum work.
 - c. The above extra payments shall be authorized only after completion of attendance at the curriculum project or the teacher's Director has verified in-service day.
3. Teachers who wish to teach in the Adult Continuing Education Programs will meet with the Director of Adult Programs to develop the course and analyze the cost of the program. Program costs will reflect a mutually agreeable fee for the instructor, fringes and administrative/facility use fees. Minimum and maximum numbers of students for the course(s) will determine the per student tuition. Instructors will receive the tuition receipts less the Board of Cooperative Educational Services charge in two (2) equal installments.

No teacher will be required to teach in the Adult Continuing Education Programs beyond the regular school day.

4. During the term of the Agreement, each advisor of a Board approved activity shall be paid five hundred dollars (\$500.00) per year. Advisors will be appointed each year by the Board of Education on or before October 1. The total number of advisors will not exceed fourteen (14).

A Committee of equal representatives of the Board of Cooperative Educational Services and the Association shall study and recommend alternatives to the utilization of the present additional compensation available at each Center. Utilization of such dollars shall be made according to Appendix B with such decision not subject to the grievance procedure.

5. The Food Service teacher, when putting on a dinner at the request of the Board of Cooperative Educational Services, shall be paid an hourly rate based upon his/her current salary for preparation and service time. A "dinner" is any event that begins after the normal working day of the Food Service teacher and involves supervising

the preparation, serving and clean up of a meal prepared and served by Food Service students.

6. Teachers involved in special secondary education programs for enrolled students which extend beyond the regular school day shall be paid an hourly rate based upon their current salary for all instructional and preparation time.
7. Extra salary payments shall be made by separate check twice each year; at the end of the first semester for fall activities and at the end of the year for advisors and spring activities.

3. Position Takeover

- A. If a position in a component School District is taken over by the BOCES, the employee shall receive all benefits as stated in Education Law Section 3014(a).
- B. If a component District takes over a program operated by the BOCES, the BOCES teacher will be granted all benefits stated under Education Law Section 3014(b).

4. Salary Increments for Advanced Hours

- A. Verification of advanced hours shall be filed with the Human Resources Coordinator. Personnel must furnish transcripts and/or report cards before salary credits for advanced hours will be officially granted. Interim salary agreements may be issued subject to this evaluation.
- B. Upon completing the required hours for a higher salary, the teacher shall request such in writing.
- C. Requests filed prior to October 1 will become retroactive to September 1; those filed prior to February 15 will become retroactive to February 1.
- D. After initial salary placement, all employees taking advanced hours will have these credited at the rate of forty-five dollars (\$45.00) per hour and must satisfy the requirements of A-C above. The maximum will be BA/MA + 60. For employees who have had graduate credit hours included in their base salary prior to the adoption of a Memorandum of Agreement dated January 14, 1992, a stipend shall be paid in the amount of eight thousand five hundred dollars (\$8,500) divided by the number of eligible employees.
- E. After initial salary placement, all employees receiving a Master's Degree will receive an additional salary increment of five hundred fifty dollars (\$550.00). The employee must submit a written request for the additional

salary increment and must provide verification from the college or university of completion of the Master's Degree.

5. Crediting of In-Service Activities (Non-Credit)

Activities sponsored or approved by the BOCES Administration for the purpose of putting into effect a new syllabus, new materials or new techniques will be credited for salary purposes upon prior approval in writing, if the following conditions are met:

- A. The activity shall involve in excess of fifteen (15) clock hours on non-school time.
- B. Persons attending do not receive salary or stipend for time spent in attendance.

6. Salary Notices

- A. Salary notices or letters of intent shall be issued by thirty (30) days prior to the Last Day of School as listed on the Common School Calendar.
- B. The notices will state the salary amount, credited years service and accumulated sick leave.
- C. In the event that the Agreement is not settled, said notices shall be a letter of intent to employ with notices being prepared after the contract is settled.

7. Base salary is defined as salary exclusive of all stipends, grants and extra duty pay. Graduate hours credited after January 14, 1992 are to be listed and calculated separately from the base salary.

ARTICLE 13
SALARY

1. Current Employees

- A. There will be no salary schedule for employees other than those indicated as New Employees.
- B. Each returning unit member shall receive the following increases:

2003-2004	three percent (3%)
2004-2005	three percent (3%)
2005-2006	three percent (3%)

- C. Base salary is defined as salary exclusive of all stipends, grants and extra duty pay. Graduate hours credited after January 14, 1992 are to be listed and calculated separately from the base salary.

2. New Employees

When a new employee is hired by the Board of Cooperative Educational Services, he/she will receive the following starting salary as a base amount:

2003-2004.....	thirty thousand six hundred dollars (\$30,600)
2004-2005.....	thirty-one thousand two hundred twelve dollars (\$31,212)
2005-2006.....	thirty-one thousand eight hundred thirty-six dollars (\$31,836)

The Base salary will be improved by the following additions:

- A. Five hundred twenty-five dollars (\$525.00) for each year of credited service subject to the limits specified in Article 12.
- B. Master's Degree as specified in Article 12.
- C. Base salary is defined as salary exclusive of all stipends, grants and extra duty pay. Graduate hours credited after January 14, 1992 are to be listed and calculated separately from the Base salary.

3. Longevity

In addition to salary otherwise provided by this Agreement, each teacher with fifteen (15) or more years of service to this Board of Cooperative Educational Services shall receive a longevity stipend of one thousand one hundred fifty dollars (\$1,150.00). The one thousand one hundred fifty dollars (\$1,150.00) would be paid in full during the year of first eligibility and in each year thereafter.

ARTICLE 14

TEACHING HOURS

Each teacher working in a component District will be expected to be at his/her duty station at a time mutually agreeable between the teacher and the school involved, coinciding with the hours required of local teachers. The normal working hours in any occupational center or other BOCES-owned/leased facilities shall be six and one-half (6½) hours including lunch; each teacher will be expected to be at his/her duty station no earlier than 8:00 a.m. and no later than 3:00 p.m. Teachers shall remain as long as necessary after the end of the pupil day to perform professional duties such as meeting with parents and assisting students.

ARTICLE 15

TEACHER LOAD

1. Each teacher will have one (1) preparation period, exclusive of lunch and travel. The preparation period will be a minimum of forty (40) minutes daily.
2. Special Education teachers, upon request, shall be granted by the Director of Special Education one (1) day of released time from teaching duties for preparation and/or conferencing relating to special education student documentation required by the Director.
3. Teachers who are required to relocate their classrooms will be paid 1/200th of the current salary for the extra time needed to pack the current room and prepare the new classroom for instruction.

ARTICLE 16

EXTRA PROGRAM DUTIES

1. Teachers, as professional staff, shall be expected to take part in activities that must be conducted within the school year for the welfare of the Board of Cooperative Educational Services. If a teacher feels unfairly treated by the application of this Article, he/she may appeal jointly to the BOCES Administration and the BOCES TA. Teachers will not be required to perform extra-curricular functions outside the regular pupil day, unless asked and mutually agreed to, and then they shall be compensated at the rate paid the home school teachers.
2. No shared teacher shall be required to attend more than one (1) faculty meeting per month, per District served. However, if this creates conflict with normal District practice, the Assistant Superintendent for Instruction shall be notified by the teacher.

ARTICLE 17

INCLEMENT WEATHER

Teachers with assignments in more than one (1) school will make every effort to be at the proper school. If they are unable to make it because of impassable roads, it will not be deducted against leave. The teacher will be responsible for notifying the school or schools involved promptly. If travel conditions improve, the teacher is expected to get to the duty station as soon as possible.

ARTICLE 18

MILEAGE

A Committee will be formed to create a travel stipend to replace the current reimbursement system and to replace the point-to-point itinerant mileage rate with the IRS rate.

The mileage rates are outlined in Appendix D of this Agreement.

ARTICLE 19

SCHOOL YEAR

1. The work year for ten (10) month employees shall begin no earlier than the day after Labor Day and end no later than on the Friday of Regents Week each year; and in no event be longer than one hundred eighty-six (186) days each school year. BOCES may extend the school year beyond the approved calendar for reasons of emergency.
2. Counselors/Supervisors receiving the 1.1 differential may be required to work an additional four (4) days per school year during the period of September 1 through June 30 under the following conditions:
 - A. The individual's regular work was not completed and needs to be done (e.g. reports turned in, etc.). This should be work in the schools they service during the regular school year.
 - B. Persons would be notified two (2) weeks in advance that work was not done and needs to be completed during those four (4) days. The schedule of exact days would be agreed on by the teacher and the administrator in the building they serve.
 - C. Disagreement on the days to be worked may be brought to the District Superintendent for discussion and resolution.
 - D. Completing duties of the school year is seen as a matter of regular professional responsibility.
3. The District will provide a copy of the next school year's calendar to the Association President, upon the Board of Education's adoption and to teachers, in their Fall Packet.
4. All new employees may be required to attend an orientation session the week prior to Labor Day. A representative of BOCES TA will be given the opportunity to address all new employees at an orientation meeting.

3. The BOCES TA President or his/her designee shall be a member of the Opening Day of School Planning Committee.

ARTICLE 20

STAFFING

1. Notification of discontinuance of services because of lack of subscription of services is to be given to the affected employees in writing by thirty (30) days prior to the Last Day of School as listed on the Common School Calendar.
2. Employees notified of a position change for the following school year shall be notified of any changes in the position within three (3) working days from the time the change is known.
3. In the event that the Board of Cooperative Educational Services finds it necessary to reduce the size of the bargaining unit, the following provisions shall apply:
 - A. Prior to any layoff, each component District will be notified so that affected employees may have the opportunity to be absorbed by said Districts.
 - B. In determining seniority for the purposes of layoff, seniority shall be defined as the number of years employed by BOCES within each teacher's tenure area; the one exception being a BOCES takeover, wherein seniority for those employees shall be defined as the number of years of employment credit as defined in Section 3014(a) of the New York State Education Law.
 - C. In the event of layoffs, seniority as defined above shall be used in determining staff, with the least senior teacher being affected first. Reduction from full-time to part-time status shall constitute a layoff for purposes of this Section.
 - D. In the event of layoffs, the Board of Cooperative Educational Services shall comply with the appropriate provisions and requirements of Education Law using seniority as defined above.
 - E. Any teacher whose position has been abolished shall be reassigned to another tenure area when a vacancy exists, providing the teacher has certification in that area. This provision shall not be construed to waive the recall right of any teacher on the preferred eligibility list.
4. If the Board must excess a bargaining unit member after a minimum of ten (10) years of service with the Board of Cooperative Educational Services, the member will receive a termination benefit based on the following schedule:

10 years equals.....	twenty percent (20%) of salary
11 years equals.....	twenty-two percent (22%) of salary
12 years equals.....	twenty-four percent (24%) of salary
13 years equals.....	twenty-six percent (26%) of salary
14 years equals.....	twenty-eight percent (28%) of salary
15 years equals.....	thirty percent (30%) of salary
15 or more years equal	thirty percent (30%) of salary

This benefit will be paid after July 1 of the year immediately following excessing and the method should be worked out between the employee and the Board of Cooperative Educational Services.

In the event a teacher is excessed and then rehired within three (3) months, exclusive of July and August, the teacher will repay ten percent (10%) of the benefit for each month of re-employment.

5. Except for resignations submitted pursuant to Article 26, Retirement Incentive, teachers must notify the BOCES, in writing, at least thirty (30) days prior to the effective date of their resignation. Teachers not planning to return the following academic year will try to notify the BOCES by the end of the school year.

ARTICLE 21

TRANSFER AND ASSIGNMENT

1. Transfers and changes in assignment shall be on a voluntary basis whenever possible.
2. In making involuntary transfers, the conveniences and wishes of the individual teacher shall be honored whenever possible. Teachers shall be given at least sixty (60) calendar days notice on involuntary transfers, and the reason(s) for the transfer(s) in writing, if requested by the teacher. The President of the BOCES TA shall be notified of all transfers at the same time that notice is provided to a unit member.
3. The Board shall post all known vacancies, as they occur, via a payroll bulletin. Throughout the calendar year, notification will be sent to those who previously had a written interest in the type of vacancy in question. This notice will be sent via fax within twenty-four (24) hours of the posting date. Applicants will have ten (10) calendar days to respond in writing. The Association agrees to reimburse the Board of Cooperative Educational Services for postage costs for these summer mailings. The "Indication of Interest" list shall be made available and maintained at the Frank W. Cyr Center. An employee can add his/her name to the list at any time by notifying the Human Resources Office.

teacher requesting an immediate transfer must do so within ten (10) days of the posting. Assignments of staff to vacant positions will not become official until the start of the school year in September, except for the immediate transfer of current staff.

5. When more than one (1) qualified teacher applies for transfer to the same position, the applicant with seniority shall be given the transfer, provided that all other qualifications are substantially equal.
6. Final approval of all transfers and changes of assignment is the professional responsibility of the Executive Officer.

ARTICLE 22

TEACHER PERSONNEL FILES

1. The official BOCES District Teacher Personnel File is maintained in the Human Resources Office. Teachers shall have the right, with three (3) hours notice, to review the contents of their files. A teacher shall be entitled to have a personally selected representative accompany him/her during such review.
2. No material, excluding references and information obtained in the process of evaluating the teacher for initial employment, which is derogatory to a teacher's conduct, service, character or personality shall be filed unless the teacher has had an opportunity to examine the material. The teacher shall affix his/her signature to the actual copy to be kept, with the understanding that the signature merely signifies the material has been examined. The signature does not necessarily indicate agreement with its content. No material, which is anonymous, shall be placed in the file.
3. Upon receipt of a written request, the teacher shall be furnished a reproduction of any material at ten cents (\$.10) per copy, excluding references or information obtained in the process of evaluating the teacher for initial employment.
4. Before the record of any complaint by a parent or by a student is placed in the teacher's personnel file, the teacher, at his/her request, shall be afforded an opportunity to meet with the complainant and to reply to the same. No derogatory material, letter or report of any complaint shall be placed in the teacher's file without the teacher's knowledge and without affording the teacher an opportunity to make a written statement in defense of, or explanation to be attached to, the material.
5. Personnel files shall not be open to public inspection, except upon specific consent by the teacher and the Association, or to the extent required by law. Within the BOCES, only the teacher's immediate supervisor, the Department Director, the Human Resources/Personnel Office employees, the District

Superintendent and the Assistant District Superintendents shall have access to the personnel file.

6. Before any written document from an administrator noting something unfavorable is placed in the personnel file or otherwise distributed, a teacher shall be afforded the opportunity to discuss the underlying incident with the administrator, and if so desired, accompanied by a representative of his/her choice.
7. All formal observations and annual evaluations will be placed in the personnel file. Evaluative memos and other written documents may be placed in the personnel file at the discretion of the administrators.

ARTICLE 23 **ASSOCIATION RIGHTS**

1. The Association President may request of the Executive Officer days to be used for Association business such as, but not limited to, NEA/NY BOCES Employees' Council, Lobby Day, and/or Delegate Assembly. These days may be used by the President and/or his/her designees.
2. A copy of the minutes of public Board meetings will be sent to the President of the Association.
3. A listing of the names, current addresses and assignments of all unit members shall be forwarded to the Association within ten (10) days of the beginning of school in September each year. Information regarding employees hired after the beginning of the school year shall be provided in accordance with Article 7(3)(b).

ARTICLE 24 **PROFESSIONAL DEVELOPMENT/EDUCATIONAL IMPROVEMENT**

The Expenses of Professional Workshops and Conferences shall be handled in the following manner:

1. A teacher may, with the advance approval of the Executive Officer, attend workshops, seminars, conferences or other professional improvement sessions. The BOCES School District will pay the reasonable expenses, including fees, meals, lodging and transportation incurred by these teachers up to an amount not to exceed three hundred dollars (\$300.00).
2. Upon application, BOCES Supervisors/Administrators may review and approve conference expenditures in excess of three hundred dollars (\$300), up to a maximum of nine hundred dollars (\$900), if, in the estimation of such

Supervisor/Administrator, the conference attendance will enhance the teacher's job performance and/or benefit the overall BOCES program.

3. In addition, a teacher may, with the approval as stated above, attend such professional improvement sessions at his/her own expense. The BOCES School District will pay each teacher his/her regular salary while absent in connection with attendance at such sessions and will also pay all substitutes' salaries thus necessitated.

ARTICLE 25

GRIEVANCE PROCEDURE

1. Section I – Declaration of Purpose

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and its teachers is essential to the operation of the Schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of teachers through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal and by which the Board of Education (hereinafter sometimes referred to as the "Board") and its teachers are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

2. Section II – Definitions

- A. A "*Grievance*" is any alleged violation of this Agreement or any dispute with respect to its meaning or application.
- B. The term "*Supervisor*" shall mean any Department Chairperson, Principal, Assistant Principal, Immediate Supervisor or other administrative or supervisory officer responsible for the area in which an alleged grievance arises, except for the Executive Officer.
- C. The "*Executive Officer*" is the District Superintendent of the Board of Cooperative Educational Services.
- D. "*Association*" shall mean the Board of Cooperative Educational Services Teachers' Association.
- E. "*Aggrieved Party*" shall mean any person or group of persons in the negotiating unit filing a grievance.

- F. "*Party in Interest*" shall mean the Grievance Committee of the Association and any party named in a grievance who is not the aggrieved party.
- G. "*Grievance Committee*" is the Committee created and constituted by the Board of Cooperative Educational Services Teachers' Association.
- H. "*Hearing Officer*" shall mean any individual or board charged with the duty of rendering decisions at any Stage on grievances hereunder.

3. Section III – Procedures

- A. All grievances shall include the name and position of the aggrieved party; the identity of the provision of Law, this Agreement's policies, etc. involved in the said grievance; the time when and the place where the alleged events or conditions constituting the grievance existed; the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- B. Except for informal decisions at Stage 1 (a), all decisions shall be rendered in writing at each step of the grievance procedure setting forth findings of fact, conclusions and supporting reasons therefore. Each decision shall be promptly transmitted to the teacher and the Association.
- C. If a grievance affects a group of teachers and appears to be associated with system-wide policies, it may be submitted by the Association directly at Stage 2, described below.
- D. The preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of employment. All reasonable effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.
- E. The parties agree to facilitate any investigation, which may be required, and to make available any and all material and relevant documents, communications and records concerning the alleged grievance.
- F. Except as otherwise provided in Stage 5.1(a) and (b), an aggrieved party and any party in interest shall have the right at all Stages of a grievance to confront and cross-examine all witnesses called against him/her, to testify and to call witnesses on his/her behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every Stage of this grievance.
- G. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the administration against

the aggrieved party, any party in interest, any representative, any member of the Grievance Committee or any other participants in the grievance procedure or any other person by reason of such grievance or participation therein.

- H. Forms for filing grievances, serving notices, taking appeals and making reports and recommendations and other necessary documents will be jointly developed by the Board and the Association. The Executive Officer shall then have them printed and distributed so as to facilitate operation of the grievance procedure.
- I. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- J. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and the Association has been given an opportunity to be present at such adjustment and to state its views on the grievance. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.
- K. If any provision(s) of this grievance procedure or any application thereof to any teacher or group of teachers in the negotiating unit shall be finally determined by any court to be contrary to Law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by Law, but all other provisions or applications will continue in full force and effect.
- L. The Executive Officer shall be responsible for accumulating and maintaining an Official Grievance Record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes, and/or note of testimony as the case may be, written arguments and briefs considered at all levels other than Stage 1 (a) and all written decisions at all Stages. Official minutes will be kept at Board expense of all proceedings in Stages 2, 3 and 4. A copy of such minutes will be made available to the aggrieved party and the Grievance Committee within two (2) days after the conclusion of hearings at Stages 2, 3 and 4. The appropriate hearing officer should be advised of any errors in said minutes. Any such claim of error in the minutes shall become a part of the Official Grievance Record

and the hearing officer shall indicate the determination made respecting such claimed error. The Official Grievance Record shall be available for inspection and/or copying by the aggrieved party, the Grievance Committee and the Board, but shall not be deemed a public record.

- M. The existence of the procedure hereby established shall not be deemed to require any teacher to pursue the remedies herein provided and shall not, in any manner, impair or limit the right of any teacher to pursue any other remedies available in any other forum.

4. Section IV – Time Limits

- A. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.
- B. No written grievance will be entertained as described below, and such grievance will be deemed waived unless such written grievance is forwarded at the first available Stage within sixty (60) school days after the teacher knew or should have known of the act or condition on which the grievance is based.
- C. If a decision at one Stage is not appealed to the next Stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.
- D. Failure at any Stage of the grievance procedure to communicate a decision to the aggrieved party, his/her representatives and the Association within the specified time limit shall permit the lodging of an appeal at the next Stage of the procedure within the time which would have been allotted had the decision been communicated on the final day.
- E. In the event a grievance is filed on or after June 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced prorata so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible.

5. Section V – Stages

Stage 1 – Supervisor

- (a) A teacher having a grievance will discuss it with his/her supervisor, either directly or through a representative, with the objective of resolving the matter informally. The supervisor will confer with all parties in interest, but in arriving at his/her decision will not consider any material or statements

offered by or on behalf of any such party in interest with whom consultation has been had without the aggrieved party or his/her representative present. If the teacher submits the grievance through a representative, the teacher may be present during the discussion of the grievance.

- (b) If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within five (5) school days after the written grievance is presented, the supervisor shall, without any further consultation with the aggrieved party or any party in interest, render a decision thereon, in writing, and present it to the teacher, the representative and the Association.

Stage 2 – Executive Officer

- (a) If the teacher initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the teacher shall within five (5) school days present the grievance to the Association Grievance Committee for its consideration.
- (b) If the Grievance Committee determines that the teacher has a meritorious grievance, then it will file a written appeal of the decision at Stage 1 with the Executive Officer within twenty (20) school days after the teacher has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.
- (c) Within five (5) school days after receipt of the appeal, the Executive Officer, or a duly authorized representative, shall hold a hearing with the teacher and the Grievance Committee, or its representatives, and all other parties in interest.
- (d) The Executive Officer shall render a decision in writing to the teacher, the Grievance Committee and its representative within five (5) school days after the conclusion of the hearing.

Stage 3 – Board of Education

- (a) If the teacher and the Association are not satisfied with the decision at Stage 2, the Grievance Committee will file an appeal in writing with the Board of Education within fifteen (15) school days after receiving the decision at Stage 2. The official Grievance Record maintained by the Executive Officer shall be available for the use of the Board of Education.

- (b) At the next regularly scheduled Board meeting following the receipt of an appeal, the Board of Education shall hold a hearing on the grievance. The hearing shall be conducted in Executive Session.
- (c) Within ten (10) school days after the conclusion of the hearing, the Board of Education shall render a final decision, in writing, on the grievance.

Stage 4 – Arbitration

- (a) After such hearing, if the teacher and/or Association are not satisfied with the decision at Stage 3, and the Association determines that the grievance is meritorious, it may submit the grievance to arbitration by written notice to the Board of Education within fifteen (15) school days of the decision at Stage 3.
- (b) Within five (5) school days after such written notice of submission to arbitration, the Board of Education and the Association will request a list of Arbitrators within a two hundred (200) mile radius from the American Arbitration Association. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an Arbitrator.
- (c) The selected Arbitrator will hear the grievance promptly and will issue the decision not later than fourteen (14) calendar days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs are submitted. The Arbitrator's decision will be in writing and will set forth findings of fact, reasoning and conclusions on the issues.
- (d) The Arbitrator shall have no 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.
- (e) The decision of the Arbitrator shall be final and binding upon all parties.
- (f) The costs for the services of the Arbitrator will be borne equally by the Board of Education and the Association.

ARTICLE 26 **RETIREMENT INCENTIVE**

1. Any member of the bargaining unit who retires and who meets the eligibility requirements specified in this Article shall be paid a lump sum equal to the amounts as specified below:

- A. Employees retiring at the end of the first or second year of their retirement eligibility shall receive six (6) months' salary to a maximum of:

2003-2004	\$26,952
2004-2005	\$27,761
2005-2006	\$28,594

The Board of Cooperative Educational Services shall report this lump sum as earnings for the last school year worked by the employee and shall make payment to the employee on or before July 30 of the calendar year in which the retirement takes place.

- B. In subsequent years of this Agreement, the amounts listed above shall be increased annually by a percentage equal to the overall percentage settlement added to base salaries of returning teachers.

2. In order to be eligible for this benefit, the bargaining unit member must:

- A. Have worked in the Board of Cooperative Educational Services at least ten (10) years; and
- B. Retire at the end of the specified year of retirement eligibility, above.

If such a person does not select this incentive in the eligible years, then the benefit is thereafter not available. For the purposes of this Article, first year of retirement eligibility shall mean a teacher's first year of eligibility to retire without reduction or penalty in New York State Teachers' Retirement System benefits. Second year of retirement eligibility shall mean the second year of eligibility to retire without reduction or penalty in New York State Teachers' Retirement System benefits.

- C. The parties further agree that pursuant to OWBPA a window period shall be established from July 1, 2003 through June 30, 2004 to provide all eligible employees an opportunity to retire and obtain this benefit. Any unit member who elects not to retire during this one (1) year window, and whose one (1) and two (2) year window has lapsed, shall have acquiesced on his/her right to this benefit forever.

3. The school year is defined as July 1 through June 30. Any individual wishing to receive this benefit must notify the Board of Cooperative Educational Services by December 1 of his/her final work year.
4. Upon retirement, an employee who has one hundred fifty (150) or more accumulated sick days shall receive a payment of one thousand five hundred dollars (\$1,500.00). In addition, such employee shall receive a payment of ten dollars (\$10.00) for each day of accumulated sick leave over one hundred fifty

(150) up to one hundred eighty (180) days. Effective July 1, 1998, such employee shall receive payments up to one hundred ninety (190) days of accumulated sick leave, and effective July 1, 1999, up to two hundred (200) days of accumulated sick leave.

ARTICLE 27

PROVISION OF SUBSTITUTE TEACHERS

In no event will a teacher be held liable for the actions of a substitute.

ARTICLE 28

SAFETY

A Committee consisting of two (2) to three (3) BOCES Administrators and an equal number of Association representatives (such representatives to be selected by the Association) shall be established to research and recommend to the Board of Education a policy concerning safety, school conduct and discipline.

The Committee shall make its recommendation to the Board by November 1, 1995. The Board of Education shall respond to the Committee by January 15, 1996.

ARTICLE 29

TEACHER EVALUATION PROCEDURE

1. Rationale
 - A. The purpose of the professional development plan is to improve student achievement by improving professional staff performance.
 - B. The New York State Education Department requires that each School District and BOCES adopt a plan for the annual evaluation of its staff providing instructional services to students. Commissioner's Regulations 100.2(o) mandate that the following criteria be used to evaluate teachers and pupil personnel service providers' performance: content knowledge, preparation, instructional delivery, classroom management, student development, student assessment, collaboration and reflective and responsive practice.
 - C. The consistent implementation of this plan across all programs (Alternative Education, Occupational Education, Innovative Programs and Itinerants) is critical. Therefore, the administrative staff will participate in training designed to develop a shared understanding of the expectations of the criteria of evaluation and the procedures for carrying out this evaluation process.

assessed over a three (3) year period. The teacher and supervisor will jointly determine the criteria to be assessed in each year of the three (3) year cycle, unless one (1) or more criteria are rated as "does not meet standard". In that case, those criteria will be addressed in the subsequent evaluation.

C. Professional Improvement Plan

A Performance Improvement Plan, which identifies areas for growth, is also part of the ONC BOCES Annual Professional Performance Review. The Performance Improvement Plan will be developed jointly by the professional staff member and the administrator. The improvement plan will address the criteria for which a professional staff member was rated "Does Not Meet Standard". The Teacher/Service Provider Performance Improvement Plan may include but is not limited to the following strategies and/or activities as part of the action plan:

1. One-on-one counseling
2. Peer coaching (individual or groups)
3. Input from other supervisors
4. Required in-service
5. Multiple observations
6. Journal writing
7. Required staff/professional development

The signed original of the Professional Improvement Plan will be filed in the teacher/service provider's personnel file after its drafting, and again, after a review of each recommendation at the appropriate time interval.

4. PDP and Formal Observations

- A. A new teacher's first formal observation in his/her first year of employment with ONC BOCES shall take place after his/her first six (6) weeks of employment.

A probationary teacher may request, in writing, and shall receive a scheduled follow-up formal observation after the first formal observation of each school year. This follow-up observation will be in addition to the required two (2) formal observations per year for probationary teachers.

- B. Within six (6) school days following any formal observation, the administrator who evaluates will conduct a conference with the teacher. At the conference the teacher will be allowed time to fully develop what he/she was attempting to accomplish during the period he/she was observed. The evaluator shall discuss with the teacher involved the written report, or notes, which will form the report, of his/her assessment

of the teaching performance, observed. Any errors mutually recognized in the written form shall be corrected.

The final written report will be mailed or hand-delivered to the teacher within ten (10) school days of the observation. The teacher will then sign one (1) copy and return it to the administrator. If the teacher is dissatisfied, he/she may write a rebuttal within ten (10) days of receipt of the final written report and such rebuttal will be attached to the final observation report. A teacher may request another observation, which will be conducted at the discretion of the administrator/evaluator. Any time frames specified in this Paragraph B can be extended by mutual consent of the administrator/evaluator and the Association President or Vice President.

- C. The formal observation process does not preclude the possibility of informal classroom visits or other observations by the school administrators.
- D. Only Certified Administrators shall be used to make formal observations or evaluations of teachers.
- E. Unit members shall not be asked to observe or evaluate other unit members.

5. Post-Summative Evaluation Conference

After an evaluation is written, the teacher, upon written request, shall receive a conference with the administrator to review the evaluation document. This conference will normally take place prior to the end of the school year. For tenured staff, if the evaluation is at the beginning or middle of the school year, any conference will also be at that time. Following the conference, both the administrator and the teacher will sign the document. If the teacher is dissatisfied with the document, he/she may write a rebuttal within 10 days of receipt of the evaluation and such rebuttal will be attached to the evaluation document.

6. Outside Activities

Teacher participation or non-participation in voluntary extra-curricular, community, church, club or social activities shall not be a valid consideration for evaluating teacher performance.

7. Secret Monitoring or Observing Prohibited

All monitoring or observation of work and performance of teachers will be conducted openly. The secretive use of public address or audio systems and similar surveillance devices shall not be used for this purpose.

ARTICLE 30 **MISCELLANEOUS PROVISIONS**

1. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of both parties in a written and signed Amendment to this Agreement. Before the Board adopts a change in policy which affects wages, hours or other conditions of employment which are not covered by the terms of this Agreement and which has not been proposed by the Association, the Executive Officer will notify the Association in writing that the change is being considered. The Association will have the right to negotiate such items with the Executive Officer provided that it files such a request with the same within five (5) calendar days after receipt of said notice.
2. This Agreement shall supersede any rules, regulations or practices of the Board, which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
3. Any individual arrangement, agreement or contract between the Executive Officer and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement, and any individual arrangement, agreement or contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent Agreements to be executed by the parties. If an individual arrangement, agreement or contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
4. If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to Law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by Law, but all other provisions or applications shall continue in full force and effect.
5. It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of Law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

6. Copies of this Agreement shall be furnished at the expense of the Board and given to all teachers now employed by the Board two (2) weeks after its execution, and if at all possible, prior to the issuance of salary notices, or employment, if that occurs later. The Board will issue copies of the Agreement to all Principals at the same time. The Board shall provide the BOCES TA an additional fifty (50) copies for its use.
7. Seniority lists will be made available, by tenure area, on or by the closest business day to June 1 of each school year, from the Human Resources Office. In 1998 only, the seniority lists will be distributed to the Association on or about April 25, 1998. Notwithstanding any other provision of the Collective Bargaining Agreement, any member of the bargaining unit who has a disagreement with a seniority list will notify both parties on or before May 30, 1998.

The grievance procedure shall be the exclusive means to adjudicate any disputes concerning seniority lists. In subsequent years, such notification, if any, shall be filed prior to June 8. So that assignments can be finalized for teaching positions, both parties agree to expedite the grievance procedure by August 15.

A four (4) person Committee, two (2) appointed by the District Superintendent and two (2) appointed by the Association President, will be designated to work on an occupational education seniority list. An interim report will be given the President and the District Superintendent by February 28, 1998.

No action by the parties shall be contrary to Education Law.

ARTICLE 31
DURATION OF AGREEMENT

The legal standing of the Agreement shall be no longer than July 1, 2003 to June 30, 2006.

FOR THE ASSOCIATION



RONALD RITTER
Association President
Otsego-Northern Catskills BOCES Teachers' Association

October 15, 2003
Date

FOR THE BOCES



DR. MARIE WARCHOL
District Superintendent of Schools
Otsego-Northern Catskill Board of Cooperative Services

October 15, 2003
Date

APPENDIX A
SICK LEAVE BANK GUIDELINES

1. Eligibility

In order to be eligible, a teacher must make an initial contribution of at least one (1) day from accumulated sick leave, but may contribute up to three (3) days, on or before October 1 of that year. In the event that the Sick Leave Bank is exhausted, the Bank will be replenished as of the next October 1 by the same type of contribution as above. In order to donate, a person must have completed at least one (1) full year of service with this BOCES. An employee must be a member of the Bank to be eligible to draw. No person may draw more than fifty (50) days in a full year; twenty-five (25) of those days would come from the Bank and twenty-five (25) from the Board of Education.

2. Governance

The Bank will be administered by a Board of Directors consisting of two (2) members appointed by the President of BOCES TA and two (2) members appointed by the Executive Officer. These members will serve the Contract period. No action by this Board of Directors will be valid without at least four (4) members present. The Board of Directors must meet at least once annually and present an annual report to the Board of Education and BOCES TA. Any rule changes require the Board of Directors' action with prior Board of Education and BOCES TA approval.

3. Guidelines

- A. An eligible teacher may use the Bank only if his/her sick leave is exhausted.
- B. Written application must be made to the Board of Directors and submitted to the Personnel Office with supporting statement(s) from a physician and other data establishing need.
- C. Applications should be filed ten (10) working days before anticipated need.
- D. Applications will only apply to serious prolonged illness or accident. The Sick Bank Board of Directors reserves the right to require a second opinion at any time
- E. The maximum allocation will be fifty (50) days; twenty-five (25) from the Bank and twenty-five (25) from the Board of Education within one (1) working year.

- F. The Board of Directors' decision will be given in writing within fifteen (15) days of receipt of a request.
 - G. The Board will provide forms for application.
 - H. The contributed day or days remain in the Bank.
 - I. If illness extends beyond one (1) year, the employee must reapply each year.
 - J. The maximum teacher contribution in the Bank will be two hundred (200) days in any given school year.
4. Application

Forms for membership will be provided by BOCES TA. All applications must be filed with the Board of Directors each year.

APPENDIX B
PAYMENT OF CLASS ADVISORS

1. For a basic stipend of five hundred dollars (\$500.00), it is expected that the Advisor would do the following:
 - A. Register students into the organization and make sure the dues are paid;
 - B. Conduct the election of officers;
 - C. Hold regular chapter meetings and facilitate such meetings;
 - D. Be responsible for raising funds;
 - E. Be responsible for doing service projects;
 - F. Prepare students for various competitions;
 - G. Attend local, regional (District) and State meetings with the students; and
 - H. Monitor the Treasurer.

2. If duties go beyond the above-expected list, the Advisor may request consideration for an additional stipend by a Committee consisting of the Building Principal and faculty of the Center who have served as Advisors. A pool of five hundred dollars (\$500.00) would be available in each Center for this purpose. The Committee would use the guidelines below in making its decision for an additional stipend:
 - A. Did the Advisor have a State officer and thus the requirement of advisement to this student?
 - B. Were additional weekend, vacation and/or summer meetings required?
 - C. Did the Advisor go to the National Convention?
 - D. Did the Advisor hold the chairmanship of competition, State conferences or events?
 - E. Did the Advisor hold a leadership and/or awards banquet with the club?
 - F. Was the personal time required well above normal?

The Committee also agreed that if a special activity required the Advisor to supervise over twelve (12) students, or if a special circumstance occurred, the Advisor should discuss with the Building Principal the need for an additional supervisor. (For example, a trip to State competition with eighteen (18) VICA students would likely require an additional supervisor.)

APPENDIX C
HMO

MEMORANDUM OF UNDERSTANDING
Between The
OTSEGO-NORTHERN CATSKILLS BOCES
And The
OTSEGO-NORTHERN CATSKILLS BOCES TEACHERS' ASSOCIATION

The parties herein agree to the following language to govern the Board of Cooperative Educational Services' contribution to an HMO in the event such becomes an option for Unit employees:

Employees may be provided with the option of belonging to a Health Maintenance Organization (HMO), pursuant to law. In the event that an employee elects coverage under an HMO, the Board of Cooperative Educational Services will contribute either the same dollar amount or percentage which would be paid by the Board of Cooperative Educational Services under the regular health plan, whichever is the lesser amount.

FOR THE BOCES

FOR THE ASSOCIATION

William R. Miles

DR. WILLIAM R. MILES
District Superintendent

Ronald A. Ritter

RONALD A. RITTER
President

January 26, 2001

Date

January 26, 2001

Date

APPENDIX D

MILEAGE

MEMO TO: Interested Parties

FROM: Dr. William R. Miles
Mr. Ronald A. Ritter

DATE: November 2, 2000

SUBJECT: MILEAGE COMMITTEE REPORT

1. Reimburse mileage from first school to next school and then between each additional set of schools. All mileage from first school of the day to the last school of the day. (Point-to-point)

Mileage rate: at Federal (I.R.S. rate 31 cents/mile - 2000-01) mileage rate. Will vary each year. (Not taxed)

Itinerants who travel from school to school during the day have, in the past, received mileage from a "base school" which creates the reportable IRS problem. For those itinerants, in addition to the point to point after first assignment reference above, the BOCES will pay for mileage from the final assignment of the day to home.

2. Our proposal is best characterized by the phrase "excess mileage" and is employed currently at DCMO. Basically, it recognizes that people put mileage on to do BOCES' business in split assignments. DCMO establishes a school where the majority assignment takes place and then grants mileage in excess of that for the second assignment, netting off the first mileage.

We would like to propose a variation of that, in fairness, which deals with mileage claimed and paid, at IRS rate and reportable, in excess of the furthest assignment (as opposed to the majority assignment). We would like to keep the minimum of twenty-five (25) miles intact as well. In discussions with the BOCES' Board, Board President Dean Utter pointed out that a majority assignment might be farther than the second assignment and suggested this alternative. A designation would be made which indicated the mileage to the furthest assignment and net the lesser assignment off. We could use twenty-five (25) round trip as the base minimum per day.

Examples help here, in round numbers:

- 1.) Teacher A lives in Oneonta and works in Milford 3 days (30 miles round trip) and Jefferson 2 days (60 miles round trip). In this example for the week, Jefferson becomes the base @ 120 miles - the Milford mileage 90 (in excess) = 30 claimed.
- 2.) Teacher B will receive a \$200.00 stipend plus excess mileage as indicated in the following example: teacher B lives in Oneonta and works in G-C 2 days a week. Base mileage is 25 miles, mileage from Oneonta to G-C is 45 miles, $90 - 25 = 65$ claimed.
- 3.) Teacher C lives out of the BOCES area for valid reasons and equals/exceeds more than 40 miles one way shall receive \$750.00 stipend per year.

With BOCES Board agreement on November 20, 2000 this will go into effect on December 1, 2000.

(Taxed)

Signed: William R. Miles
WILLIAM R. MILES
District Superintendent

Date: January 26, 2001

Signed: Ronald A. Ritter
RONALD A. RITTER
Teacher Association President

Date: January 26, 2001

APPENDIX E
ANNUAL PROFESSIONAL PERFORMANCE REVIEW
ONC BOCES

Name _____

Subject/Grade _____

Observation Date _____ Observation Time/Period _____

PRE-OBSERVATION FORM
(Filled out by teacher prior to the observation)

LESSON OVERVIEW (TOPIC OF LESSON)

LESSON GOALS (WHAT WILL STUDENTS KNOW/AND OR BE ABLE TO DO?
WHICH LEARNING STANDARD DOES THIS LESSON ADDRESS?)

STUDENT ACTIVITIES (WHAT THE STUDENTS WILL DO)

ASSESSMENT METHODS

CRITERIA TO BE OBSERVED

OPTIONAL COMMENTS/OPTIONAL ATTACHMENTS

APPR SUMMARY SHEET

Teacher Name: _____ Assignment: _____ Location: _____ Supervisor: _____

Tenure Status: ☐ Probationary ☐ Tenured - Date of tenure _____

Year 1 School Year _____

Year 2 School Year _____

Year 3 School Year _____

Criteria evaluated (check all that apply)

1	2	3	4	5	6	7	8
---	---	---	---	---	---	---	---

Assessment Method:

Classroom observation #1 ☐

Pre-conference date _____

Observation date _____

Post-conference date _____

Classroom Observation #2 ☐

Pre-conference date _____

Observation date _____

Post-conference date _____

Non-classroom observation ☐

Conference date _____

Professional Development Activities:

Notes: _____

Criteria evaluated (check all that apply)

1	2	3	4	5	6	7	8
---	---	---	---	---	---	---	---

Assessment Method:

Classroom observation #1 ☐

Pre-conference date _____

Observation date _____

Post-conference date _____

Classroom Observation #2 ☐

Pre-conference date _____

Observation date _____

Post-conference date _____

Non-classroom observation ☐

Conference date _____

Professional Development Activities:

Notes: _____

Criteria evaluated (check all that apply)

1	2	3	4	5	6	7	8
---	---	---	---	---	---	---	---

Assessment Method:

Classroom observation #1 ☐

Pre-conference date _____

Observation date _____

Post-conference date _____

Classroom Observation #2 ☐

Pre-conference date _____

Observation date _____

Post-conference date _____

Non-classroom observation ☐

Conference date _____

Professional Development Activities:

Notes: _____

Criteria of Evaluation: 1. Content knowledge, 2. Preparation, 3. Instructional Delivery/Service Delivery, 4. Classroom Management/Management, 5. Student Assessment, 6. Student Development, 7. Collaboration, 8. Reflection and Responsive Practice

ANNUAL PROFESSIONAL PERFORMANCE REVIEW PLAN

ONC BOCES APPR Evaluation Form/Teachers

Content Knowledge of subject matter and curriculum.	Meets Standard 2	Meets With Exception 1	Does Not Meet 0
Indicators: 1. Displays current subject knowledge with evidence of continuing pursuit of knowledge and related skills. 2. Applies knowledge to instruction and involves students in discovering and exploring concepts. 3. Researches new and varied resources to support learning and curriculum requirements. 4. Integrates learning with other subject area content. 5. Presents accurate information. 6. Presents information from multiple points of view. 7. Has understanding of New York State Learning Standards and core curriculum and applies that understanding to teaching.	Comments: <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div>		

Preparation employing necessary pedagogical practices to support instruction.	Meets Standard 2	Meets With Exception 1	Does Not Meet 0
Indicators: 1. Formulates an instructional plan that matches/aligns New York State standards, grade level/course goals, objectives, learning styles and assessments. 2. Sets clear short and long term goals and objectives. 3. Establishes definite instructional objectives with sequential steps for their attainment. 4. Plans to provide students with the opportunity to practice behaviors stated in the objectives. 5. Creates, selects and adapts materials/ equipment to accommodate students' differences.	Comments: <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div>		

2: Meets Standard: Teacher demonstrates evidence of all indicators for criteria.
1: Meets Standard with Exceptions: Teacher demonstrates evidence of most indicators.
0: Does Not Meet Standard: A majority of the indicators for criteria are not in evidence.

ONC BOCES
APPR Evaluation Form/Teachers

[illegible][illegible]

2: Meets Standard: Teacher demonstrates evidence of all indicators for criteria.

1: Meets Standard with Exceptions: Teacher demonstrates evidence of most indicators.

0: Does Not Meet Standard: A majority of the indicators for criteria are not in evidence.

**ONC BOCES
APPR Evaluation Form/Teachers**

Student Assessment Student assessment techniques are based on appropriate learning standards.	Meets Standard 2	Meets With Exception 1	Does Not Meet 0
Indicators: <ol style="list-style-type: none"> 1. Uses a variety of formal and informal assessment tools and techniques. 2. Provides timely feedback to students. 3. Assists students in the development of self-assessment skills. 4. Aligns objectives, goals, and instructional standards with assessments. 5. Constructs/selects assessment techniques that are matched to the individual and developmental needs of students. 6. Keeps accurate records of student progress and shares information with students, parents, and administrators as appropriate. 	Comments: <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div>		

Student Development Knowledge of student development and appreciation of diversity and regular application of developmentally appropriate instructional strategies.	Meets Standard 2	Meets With Exception 1	Does Not Meet 0
Indicators: <ol style="list-style-type: none"> 1. Recognizes differences in learning styles and ability levels and compensates for them. 2. Instruction is developmentally appropriate, challenging and accurately paced. 3. The lesson contains appropriate content in a context which allows it to be relevant to our diverse student population. 4. The lesson promotes student motivation to learn by making the content current, meaningful and purposeful to the student. 	Comments: <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div>		

2: Meets Standard: Teacher demonstrates evidence of all indicators for criteria.
1: Meets Standard with Exceptions: Teacher demonstrates evidence of most indicators.
0: Does Not Meet Standard: A majority of the indicators for criteria are not in evidence.

ONC BOCES
APPR Evaluation Form/Teachers

Collaboration Collaborative relationships that are effective with students, parents or care givers, and support personnel.	Meets Standard 2	Meets With Exception 1	Does Not Meet 0
Indicators: <ol style="list-style-type: none"> 1. Works to establish appropriate relationships with parents, students, and colleagues. 2. Is a contributing team member. 3. Demonstrates an open attitude toward educational initiatives and methodologies. 4. Is willing to participate in professional growth activities and shares information with colleagues (life-long learner). 5. Fosters positive interaction among students within the classroom. 	Comments: <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>		

Reflective and Responsive Practice that demonstrates adjustments are made on a continuing basis to improve the effectiveness of instruction and assessment.	Meets Standard 2	Meets With Exception 1	Does Not Meet 0
Indicators: <ol style="list-style-type: none"> 1. Engages in reflective practice by revising lesson plans, refining activities and focusing on student learning and achievement. 2. Identifies a need for professional growth and actively pursues professional development opportunities. 3. Actively assesses curriculum and instructional approaches in relationship to student needs. 4. Uses one or more strategies to reflect on teacher practice. These strategies may include but are not limited to journals, peer review, progress notes or study groups. 5. Uses program advisory committees (if required). 	Comments: <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>		

2: Meets Standard: Teacher demonstrates evidence of all indicators for criteria.
1: Meets Standard with Exceptions: Teacher demonstrates evidence of most indicators.
0: Does Not Meet Standard: A majority of the indicators for criteria are not in evidence.

APPR Evaluation Form

Evaluator _____

Date _____

Signature _____

Teacher Comments

[illegible]

I certify that I have received a copy of this evaluation. My signature does not necessarily signify concurrence with its contents.

Teacher Signature _____

Date _____

ANNUAL PROFESSIONAL PERFORMANCE REVIEW

ONC BOCES

Name _____

Subject/Grade _____

Observation Date _____ Observation Time/Period _____

POST-OBSERVATION FORM

(Filled out by teacher prior to the post conference)

CRITERIA OBSERVED:

TO WHAT EXTENT WERE THE LESSON'S GOALS MET?

STUDENT ACTIVITIES (How effective were the learning activities?):

WHAT WERE THE STRENGTHS OF THIS LESSON RELATIVE TO THE CRITERIA OBSERVED?

WHAT ARE AREAS FOR GROWTH RELATIVE TO THE CRITERIA OBSERVED?

OPTIONAL ADDITIONAL COMMENTS/OPTIONAL ATTACHMENTS

ANNUAL PROFESSIONAL PERFORMANCE IMPROVEMENT PLAN

Name _____ Date _____ Program/Building _____

Directions: Complete all sections for each criteria rated "does not meet standard" on the performance review form. Indicate dates of completion/observation as appropriate. This plan shall be developed by the supervisor in consultation with the teacher.

Criteria and Description	Tasks and Timeline	Date Completed	Administrative Support	Evidence of Improvement	Date Observed

Development of Plan

Completion of Activities

Teacher/Staff Signature _____ Date _____ Teacher/Staff Signature _____ Date _____

Administrator Signature _____ Date _____ Administrator Signature _____ Date _____

ANNUAL PROFESSIONAL PERFORMANCE REVIEW

ONC BOCES

Name _____

Subject/Grade _____

Observation Date _____ Observation Time/Period _____

PRE-CONFERENCE REFLECTION FORM

(Filled out by pupil personnel service provider prior to the observation)

CRITERIA TO BE ASSESSED:

CRITERIA

Strength (optional supporting documentation) • Areas for Growth

Strength (optional supporting documentation) Areas for Growth

Strength (optional supporting documentation) Areas for Growth

OPTIONAL COMMENTS/OPTIONAL ATTACHMENTS

APPR SUMMARY SHEET

Teacher Name: _____ Assignment: _____ Location: _____ Supervisor: _____

Tenure Status: ☐ Probationary ☐ Tenured - Date of tenure _____

Year 1 School Year _____

Year 2 School Year _____

Year 3 School Year _____

Criteria evaluated (check all that apply)

1	2	3	4	5	6	7	8
---	---	---	---	---	---	---	---

Criteria evaluated (check all that apply)

1	2	3	4	5	6	7	8
---	---	---	---	---	---	---	---

Criteria evaluated (check all that apply)

1	2	3	4	5	6	7	8
---	---	---	---	---	---	---	---

Assessment Method:

Classroom observation #1 ☐

Pre-conference date _____

Observation date _____

Post-conference date _____

Classroom Observation #2 ☐

Pre-conference date _____

Observation date _____

Post-conference date _____

Non-classroom observation ☐

Conference date _____

Professional Development Activities:

Assessment Method:

Classroom observation #1 ☐

Pre-conference date _____

Observation date _____

Post-conference date _____

Classroom Observation #2 ☐

Pre-conference date _____

Observation date _____

Post-conference date _____

Non-classroom observation ☐

Conference date _____

Professional Development Activities:

Assessment Method:

Classroom observation #1 ☐

Pre-conference date _____

Observation date _____

Post-conference date _____

Classroom Observation #2 ☐

Pre-conference date _____

Observation date _____

Post-conference date _____

Non-classroom observation ☐

Conference date _____

Professional Development Activities:

Notes: _____

Notes: _____

Notes: _____

Criteria of Evaluation: 1. Content knowledge, 2. Preparation, 3. Instructional Delivery/Service Delivery, 4. Classroom Management/Management, 5. Student Assessment, 6. Student Development, 7. Collaboration, 8. Reflection and Responsive Practice

ONC BOCES
APPR Evaluation Form/Pupil Personnel Service Providers
(to include Psychologists, Counselors, etc.)

[illegible][illegible]

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ONC BOCES
APPR Evaluation Form/Pupil Personnel Service Providers

Service Delivery that results in active student, appropriate staff/student interaction and meaningful plans that result in student learning/development.	Meets Standard 2	Meet With Exception 1	Does Not Meet 0
Indicators: <ol style="list-style-type: none"> 1. Selects/develops and implements intervention strategies for treatment of identified disabilities. 2. Selects/develops and uses appropriate intervention materials and instrumentation for treatment of identified disabilities. 3. Interprets and uses data to modify therapy, strategies, materials and/or instrumentation to meet the individual needs of students. 4. Engages students in problem solving, decision making, critical thinking, and creativity. 5. Utilizes individual and group service delivery as well as consultation to maximize student interaction and development. 6. Helps families and schools deal with crises. 	Comments: <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div>		

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ONC BOCES
APPR Evaluation Form/Pupil Personnel Service Providers

[illegible]

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ONC BOCES

APPR Evaluation Form/Pupil Personnel Service Providers

Student Assessment techniques are based on accepted psychometric standards and current professional practice.	Meets Standard 2	Meets With Exception 1	Does Not Meet 0
Indicators:	Comments:		
1. Implements screening procedures.			
2. Selects and implements evaluation procedures (non-standardized tests, behavioral observations, and standardized tests).			
3. Adapts interviewing and testing procedures to meet individual student needs.			
4. Interprets and integrates test results and behavioral observations, synthesizes information gained from all sources, develops diagnostic impressions, and makes recommendations.			
5. Monitors student progress through the use of appropriate data collection systems.			
6. Provides/modifies evaluation and counseling methods at the appropriate level for each student.			
7. Encourages students to monitor and assess their own progress.			
8. Utilizes a variety of assessment and evaluation procedures for individual students and groups of students.			
9. Provides ongoing feedback to students.			
10. Has an understanding of student diagnosis and the impact on learning.			

[illegible]

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ONC BOCES
APPR Evaluation Form/Pupil Personnel Service Providers

[illegible]

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[illegible]

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APPR Evaluation Form

Evaluator _____

Date

Signature _____

Service Provider Comments

This image shows a single page of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

I certify that I have received a copy of this evaluation. My signature does not necessarily signify concurrence with its contents.

Service Provider Signature

Date _____

ANNUAL PROFESSIONAL PERFORMANCE REVIEW

ONC BOCES

Name _____

Assignment/Subject/Grade _____

APPR-CONFERENCE REFLECTION FORM

(Filled out by teacher/pupil personnel service provider for use during non-observation years.)

CRITERIA TO BE ASSESSED:

CRITERIA

Strength (optional supporting documentation)

Areas for Growth

Strength (optional supporting documentation)

Areas for Growth

Strength (optional supporting documentation)

Areas for Growth

OPTIONAL COMMENTS/OPTIONAL ATTACHMENTS

ANNUAL PROFESSIONAL PERFORMANCE IMPROVEMENT PLAN

Name _____ Date _____ Program/Building _____

Directions: Complete all sections for each criteria rated "does not meet standard" on the performance review form. Indicate dates of completion/observation as appropriate. This plan shall be developed by the supervisor in consultation with the teacher.

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Administrator Signature _____ Date _____ Administrator Signature _____ Date _____

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