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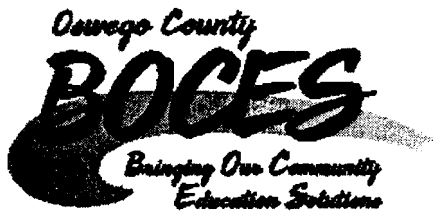
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PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED

JUL 11 2005

CONCILIATION

Agreement

Between the

Oswego County

B.O.C.E.S.

Teachers' Association

and the

Oswego County

Board of Cooperative

Educational Services

July 1, 2005 – June 30, 2008

RECEIVED

JUL 11 2005

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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Agreement

This Agreement is entered into between the Board of Education of the Board of Cooperative Educational Services, Sole Supervisory District, Oswego County (hereafter referred to as the "Board"), and the Oswego County BOCES Teachers' Association (hereafter referred to as the "Association").



ARTICLE 1

Recognition

The District agrees that the Association is the exclusive bargaining agent for all teachers (both certified and uncertified), work-experience coordinators, library media specialists, counselors, speech therapists, school psychologists, school nurses, adult basic skills/GED instructors (900 hours or more per year – July 1 to June 30), adult health occupations instructors (900 hours or more per program year – either February-December, August-June, or July-June, whichever is applicable), case managers, financial aid advisors, teen health issues educators and incarcerated youth instructors; all such employees being hereafter referred to as "instructional employees" for purpose of negotiations regarding wages, hours, and terms and conditions of employment, and in the settlement of grievances and all other purposes under the laws of the State of New York.*

*See Article 13. School Nurses - Conditions of Employment.

*See Article 14. Accreted Group - Conditions of Employment

ARTICLE 2

Dues Deduction

The Board agrees to deduct from the salaries of teachers within this negotiating unit membership, dues for the Association and its affiliates, as said teachers individually and voluntarily authorize the Board to deduct and transmit the monies promptly to the Oswego County BOCES Teachers' Association. Teacher authorizations shall be in writing in the form set forth below.

Article 2 (continued)

DESIGNATION AND PAYROLL AUTHORIZATION

(Print) Last Name	First Name	Middle	Program

To: Oswego County BOCES

Pursuant to Chapter 392, I hereby request and authorize you to deduct from my salary and transmit to the Oswego County BOCES Teachers' Association the dues as certified below. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the BOCES and its officers from any liability therefore. This authority shall be continuous while employed in this school system or until withdrawn by written notice.

Employee's Signature

Date

The Association shall certify to the Board in writing the current rate of its membership dues. Any change in the rate of the above mentioned membership dues shall be given to the Board thirty (30) days prior to the effective date of such change in dues deduction.

The total membership for the designated professional associations, certified as mentioned above, shall be deducted in equal installments beginning with the first pay period in October and ending the last pay period in May. No later than two (2) weeks prior to the first scheduled paycheck in October, the Association shall provide the Board with a list of the original signed dues authorization cards of those teachers who have voluntarily authorized the Board to deduct dues.

The BOCES shall, 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 list of those members who withdrew payroll deduction authorization.

Effective September 1, 1986, the District shall deduct from the salary of each bargaining unit member who is not a member of the Association a monthly service fee each month as a contribution toward the negotiation and administration of the agreement and the representation for such employee. The service charges, which shall be payable and forwarded to the Association, will be deducted in accordance with the current dues deduction procedures and shall be an amount equal to the Association's regular monthly dues. However, agency fee-paying members are entitled (upon written request) to refunds for expenses or causes of a political or ideological nature only incidentally related to terms and conditions of employment.

Article 2 (continued)

Payroll Deductions

The Board agrees to deduct from the salaries of Bargaining Unit members the amount individually and voluntarily authorized in writing and will transmit the monies promptly to the appropriate body for (1) credit union, (2) tax sheltered annuity, (3) NYSUT Benefit Trust, (4) Vote/Cope, (5) United Way.

Direct Deposit

The District agrees to a Direct Deposit for payroll for those employees who elect such option. Such election must be made in writing to the Business Office thirty (30) days in advance and will be effective the first of the month following such election.

Flexible Spending Plan

Effective July 1, 1995, the BOCES will provide a Flexible Spending Plan pursuant to Sections 125 and 129 of the IRS Code. The administrative costs of such plan will be paid by the BOCES.

ARTICLE 3

Leave Policy

A. Sick Leave

Instructional employees are eligible for fifteen (15) days current sick leave cumulative to 280 days.

Leave for illness in the immediate family shall be twenty-five (25) days of a bargaining unit member's accumulated sick leave for each of the 2005-2006, 2006-2007, and 2007-2008 school years.

Family sick leave may be used for the adoption of a child. A maximum of twenty-five (25) accumulated sick leave days may be used for adoption purposes.

Sick leave used for illness in the immediate family will be deducted as taken each year from the current sick leave allocation.

Immediate family shall include only spouse, children, parents of Instructional Employee or spouse, or other legal dependents in the Instructional Employee's household.

Article 3, A. (continued)

A physician's certificate of illness may be required, prior to returning to work if the BOCES suspects abuse, at the discretion of the District Superintendent or designee. This may apply to major or minor illness.

Bargaining unit members who retire under provisions of N.Y.S.T.R.S. or the N.Y.S.E.R.S. from the District, will be reimbursed for accumulated sick days at the rate of \$62.00 per day for the school year 2005-2006, \$64.00 per day for the school year 2006-2007 and \$66.00 per day for the school year 2007-2008 for each accumulated day up to a maximum of 220 days if the retirement notice is given sixty (60) days in advance of the end of the school year. This provision will also be paid in a lump sum to anyone who leaves the employ of BOCES due to a discontinued program if they have more than 10 years service and if 75% of their sick days are unused.

Any bargaining unit member excessed after March 1st and who is eligible to retire and exercises that retirement will be eligible for the sick day reimbursement.

B. Sick Leave Bank

There shall be established a Sick Leave Bank available to all Instructional Employees. The intention of this Sick Leave Bank is to protect the members from financial burden due to serious illness or injury. It is not intended to be a solution to the problem of exhaustion of a member's sick days. (Note: For the provisions of this article, "serious illness or injury" shall be defined as one, which is generally regarded as such by those in the medical profession.)

This bank shall be administered by a committee consisting of two teachers appointed by the President of the Association, and two administrators, appointed by the District Superintendent. This committee shall review and pass upon applications to draw additional sick leave days from the bank that are submitted by the members of the bank.

In the event an application does not receive a majority either approving or denying it, a fifth individual shall be selected by the other four for the purpose of reaching a decision on the application. Such individual shall be selected within ten (10) school (business days during the summer recess) days after a deadlock occurs and serve only for the case in question. If the committee is unable to agree upon a fifth individual within those ten (10) days, they shall request the American Arbitration Association to submit a list of neutrals in accord with rule #12, Appointment from Panel, of the Voluntary Labor Arbitration Rules of the Association. The committee shall then select a fifth individual from that list in accordance with the Rules. The Committee shall then render a final decision on the application. The decisions of this Committee shall be final, binding and not subject to the Grievance Procedure set forth in this Agreement. Any costs involved in utilizing a fifth individual shall be borne equally by both parties.

Members drawing days from the bank shall provide the committee with a doctor's statement on a monthly basis.

Article 3, B. (continued)

Each member of the staff covered by this Agreement shall have the opportunity to elect to participate in the Sick Leave Bank by filing a signed authorization statement no later than October 1 of each year. A teacher who begins teaching after September 1 will have 30 days from the beginning date of employment in which to sign such authorization.

Each teacher who elects to participate in the Sick Leave Bank shall contribute three (3) days of accrued sick leave during their first year of participation. In subsequent years of participation, a teacher shall donate those days necessary to maintain the bank above the minimum of one (1) day for each bank member. New participants shall contribute three (3) days initially to join. If, during the school year, the contribution from all other participants would not result in exceeding the maximum of 250 days, each participating teacher shall contribute one (1) day. The number of accumulated days in the Sick Leave Bank shall not exceed 250 days regardless of contributions made by new participants. In any one school year, the maximum number of days allowed to be used will be 250. Any contributions made by new participants that exceed the 250 day maximum will be held in reserve until a future school year and will be used as necessary to return bank to the 250 maximum.

A member will not withdraw days from the Bank until the employee's own accumulated sick leave is depleted. In any case, at least the first 30 days of serious illness or injury must be covered by the person's own accumulated sick leave or absence without pay.

Concurrently with the submission of a written request for additional sick leave, the teacher shall provide the Sick Leave Bank Committee with a medical report setting forth the nature of the illness or injury, the anticipated date of recovery and return to work, and the date of initial incapacitation. In addition, the member shall supply a written report stating the number of accumulated sick days they have remaining on the date the request is submitted, and the number of additional sick days they are requesting. All such forms shall be submitted to the District Superintendent, who shall within five (5) school days, call the Committee into session. A member shall not be eligible to draw from the bank unless the employee had at least 50% of their potential accumulated sick leave available at the time of the occurrence of the illness or injury. This restriction shall not apply to persons who had previously suffered a serious illness or injury, or who used accrued sick leave for medical disability purposes.

A teacher may request any or all of the one hundred thirty-five (135) days maximum offered by the Bank per illness or injury. Necessary additional days up to a total combined request of one hundred thirty-five (135) days may be requested when the original request is for less than the full amount. An employee may again draw days from the Bank for a different illness or injury.

Persons withdrawing from the Bank or leaving the system must leave contributed days in the Bank.

Article 3 (continued)

C. Personal Leave

1. Each full-time Instructional Employee of the BOCES shall be entitled to three (3) days of personal leave at full pay each year of this Agreement. Unused personal leave shall be cumulative at the end of the school year as sick leave.
2. Two (2) days of the three (3) may be taken by the teacher with no reason provided. The addition of this sentence does not alter, modify or change the intent of any other part of Section C, Personal Leave.

Requests for personal leave must be made to the appropriate supervisor and approved by the District Superintendent or designee. Requests for personal leave must be made at least 24 hours in advance of the start of the leave.

3. Instructional Employees need not specify the exact nature of the use of personal leave if the reason falls into one of the following categories:
 - a. Legal matter involving the employee making the request, or
 - b. Religious observances, weddings, honors and awards ceremonies, graduation involving the employee or family, school visitations and/or school conferences.
 - c. Personal or Family Matter
4. If the Instructional Employee wishes to use personal leave for some reason not listed in this category, the employee must state in writing the specific reason for the leave and submit in the prescribed procedure.
5. The following reasons are not valid for the use of personal leave:
 - a. Extension of vacation period immediately before or after a holiday or recess period. This would be exclusive of regular weekends. In cases of compelling personal business which cannot be conducted outside normal school hours, the District Superintendent or designee may grant special permission for use of personal leave.
 - b. Job interview
 - c. Recreation
 - d. Working for another employer
6. When the number of requests for personal leave on a particular day exceeds the number of available qualified substitutes on that day, the District Superintendent or designee shall determine the Instructional Employees to be granted personal leave on a first-come, first-serve basis.

Article 3 (continued)

7. Absence in excess of three days allocated for approved personal leave will result in loss of pay for the excessive time.

D. Bereavement Leave

1. Each employee will be entitled to be absent for a maximum of up to five (5) work days per death in the immediate family.
2. The immediate family for this section is defined as spouse, father or stepfather, mother or stepmother, child, brother, sister or domestic partner.
3. In the event of a death to a member of the family other than those listed in paragraph 2 above, an employee will be entitled to three (3) work days. For this section, family is defined as a relative residing with the employee, grandfather and grandmother, grandchild, aunt, uncle, niece, nephew, mother-in-law and father-in-law, sister-in-law and brother-in-law.
4. Additional bereavement days may be granted by the District Superintendent or designee due to special circumstances.

E. Emergency Leave

Emergency leave may be granted at the discretion of the District Superintendent. This leave shall be utilized only for major catastrophic occurrences such as fire, accident or other such disasters not covered by any other leave provisions of this agreement.

F. Medical Disability and/or Child Rearing Leave

A leave of absence shall be granted upon request for medical disability for up to one (1) year and for child rearing for a period not to exceed two years. This leave may be used for adoption purposes.

Employees who have a medical disability may continue in active employment as long as they desire, so long as they are capable of performing their duties. Such employees shall have the right (a) to return to active employment whenever the physician verifies in writing that they are capable of performing their duties, (b) accumulated sick leave benefits may be used in the event employees are not capable of performing their duties by reason of a medical disability as verified by their physician.

Reasonable notice will be given by the employees when they intend to leave and when they intend to return.

The employee's letter of request for such disability and/or child rearing shall state the anticipated date as to when the leave is to commence and when it is to terminate.

Article 3, F. (continued)

The employee may return to work at an earlier date with the approval of the District Superintendent. Such approval shall be within the sole discretion of the District Superintendent, who may request a doctor's certificate.

The return to duty shall conform to the beginning of the school year or mid semester (February).

In the case of child rearing, including adoption of a child, an employee, upon written request, shall be granted a leave of absence up to a maximum of two (2) full school years and up to one (1) full school year for a disability under the following conditions:

Child rearing leaves will be without pay.

Benefits, including seniority, will not be accumulated during the period of the leave (except during paid sick time or during the 12 weeks as required under the Family and Medical Leave Act.)

In the case of a probationary employee, the time accrued during such leave shall not be credited to the probationary period for the purpose of obtaining status.

Upon returning from such leave, the employee will be placed on a salary level consistent with Article 10. All benefits to which the employee was entitled at the time of leave will be restored upon return.

Upon returning from a medical disability and/or child rearing unpaid leave of absence, which is one (1) semester or less in duration, taken during the same school year, the teacher will have the right to return to the same assignment and location vacated as a result of the leave.

Bargaining unit members on unpaid leaves of absence due to child bearing and/or medical reasons and who are not drawing sick leave benefits shall be allowed to continue insurance benefits at the appropriate current employee active rate for the remainder of the school year which the leave is commenced. For 10-month employees on a commitment to return for September with notice by June 15, insurance benefits will be continued for the summer months. Thereafter, the unit member may opt to carry such plans but will reimburse BOCES the full premium cost.

G. Jury Duty

In the event a teacher is called for jury duty, the unit member shall continue to receive full pay during this period. Any reimbursement for jury duty will be remitted to BOCES.

Article 3 (continued)

H. Sabbatical Leave

1. Sabbatical Leave may be granted to an Instructional Employee by the Board upon recommendation of the District Superintendent.
2. The purpose of the Sabbatical Leave is to improve the Instructional Employee's professional value to the District through study, travel and research.
3. The applicant must be permanently certified in the subject field of employment.
4. The applicant must have completed at least 7 consecutive years of service as an Oswego County BOCES Instructional Employee.
5. Length of leave would be two semesters in the same school year or one summer in the same school year.
6. Salary would be paid as follows:
 - a. Full year at one-half (1/2) pay
 - b. One semester at full pay
 - c. Two summer months at the rate of one-half (1/2) pay
 - d. Health insurance coverage will be continued as if the individual were on full-time employment.
 - e. Regular increment for the year of sabbatical leave will be granted.
7. The initial letter of request will be addressed to the District Superintendent with a copy sent to the appropriate supervisor. The letter should explain in as much detail as possible the purpose and justification for such sabbatical with emphasis placed on the relationship of your request to your program.

The District Superintendent will respond to the initial letter of request by March 1 or by that time request a second letter. Notification of approval on the sabbatical will be by April 1. If the employee requesting the sabbatical decides to withdraw the request, a letter to that effect will be addressed to the District Superintendent.
8. No more than two (2) qualified and eligible applicants may be awarded per year.

Article 3, H. (continued)

9. Written reports must be submitted to the District Superintendent:
 - a. With initial application,
 - b. Periodically during leave,
 - c. At conclusion of leave, a complete summary of the Instructional Employee's area of study and/or research.
10. Failure on the part of the teacher to return to the BOCES System for all or part of the period of two (2) years, shall require the teacher to reimburse BOCES the amount of salary paid while on Sabbatical Leave on a pro-rate basis.
11. In granting Sabbatical Leave, the Board must be able to hire a suitable replacement so that the educational program can be maintained.

I. Unpaid Leave of Absence

An unpaid leave of absence for one (1) school year for any reason will be considered but will be subject to the District Superintendent's discretion. Thirty (30) days written notice prior to the start of the school year should be provided. Up to three (3) unit members per school year may be granted such leave (other than leaves for child rearing or medical reasons). Such leaves shall be available to unit members only once during the course of their BOCES careers.

For any leave commencing after July 1, 1978, the employee may elect to remain with the health, dental, and life insurance plans, but the employee will be responsible for any premiums that must be paid after the commencement of the leave.

The BOCES shall make the appropriate premium payment for the months in which the leaves of absence commences and for the month in which employment recommences after completion of the unpaid leave of absence.

J. Association Days

The Association shall be granted up to seven (7) days per year for Association activities, including the Representative Assembly of the New York State United Teachers. The Association shall be charged one (1) day for each Association member taking a day under this section. The day shall be granted without loss of pay. The President of the Association shall authorize the use of such days and shall notify the District Superintendent at least five (5) days in advance of the date such leave shall be utilized, whenever possible.

Article 3 (continued)

K. Professional Development

Professional development is encouraged as a continuing goal of all professional employees of the district. Therefore, permission may be granted for teachers to make interschool visits and professional visits approved by the District Superintendent or designee.

Requests for such visits must be submitted on the appropriate form at a reasonable time but no less than three (3) days prior to the date requested.

Use of these days will not interfere with the ability of BOCES to carry out its mission.

ARTICLE 4

Instructional Employee Evaluations

Teacher evaluation will comply with the APPR document. See Appendix D.

ARTICLE 5

Fair Dismissal Law Procedure

Teachers employed on probation by the Board of Cooperative Educational Services, as to whom a recommendation is to be made that appointment of tenure not be granted or that their services be discontinued shall, at least thirty (30) days prior to the Board meeting at which such recommendation is to be considered, be notified of such intended recommendation and the date of the board meeting at which it is to be considered. Such teacher may, not later than twenty-one (21) days prior to such meeting, request in writing that the employee be furnished with a written statement giving the reasons for such recommendation and within seven (7) days thereafter such written statement shall be furnished. Such teacher may file a written response to such statement with the district clerk not later than seven (7) days prior to the date of the board meeting.

This section shall not be construed as modifying existing law with respect to the rights of probationary teachers or the powers and duties of Boards of Education or Boards of Cooperative Educational Services, with respect to the discontinuance of services of teachers or appointments on tenure of teachers.

ARTICLE 6

Class Size

In the determination of class size, prime consideration will be given to a reasonable Instructional Employee load. Factors involved in determining a reasonable Instructional Employee load will be safety factors involved, number of work stations, type of instructional program, composition of class, and class level.

If a grievance is filed under this section, both parties agree that the grievance shall not be permitted to be processed beyond Stage 2 of the grievance procedure.

ARTICLE 7

Planning and Preparation Time

Special Education teachers, including Speech Therapists, shall be allowed a total of 30 minutes daily of duty free time during the school day for the purpose of planning.

ARTICLE 8

Work Seminar Program

Instructional Employees may request approval for attending work training seminar programs. Cost of the seminars will be determined by the District Superintendent and, if approved, paid by the Board.

A certificate of completion must be submitted to the District Superintendent at the conclusion of the seminar.

ARTICLE 9

Grievance Procedure

It is the purpose of this procedure to secure at the lowest possible administrative level, equitable solutions to alleged grievances of Instructional Employees through procedures under which they may present grievances and by which the Board and its Instructional Employees are afforded the opportunity to dispose of their differences.

Article 9 (continued)

Section I - Definition

A grievance is a claim that there has been a violation of an express provision of this Agreement that is filed within thirty (30) school days of the time the Instructional Employee knew, or should have known, of the act or condition on which the claim is based.

Section II - Procedures

- A.** Every employee in the unit shall have the right to present their grievance in accordance with the provisions hereof free from interference, coercion, restraint, discrimination, or reprisal.
- B.** All grievances shall include the following information:
 - 1. The identity of the provision of this Agreement in the said grievance.
 - 2. The time when and the place where the alleged events or conditions existed if known.
 - 3. A general statement of the nature of the grievance.
 - 4. The remedies sought.
- C.** All appeals and decisions shall be in writing and shall be promptly transmitted to the aggrieved, the Association and the BOCES.
- D.** The preparation and processing of grievances insofar as practicable shall be conducted outside the hours of employment.
- 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.** At any grievance meeting each party has a right to representation and to confront and cross-examine all witnesses called against the employee to testify and to call witnesses on the employee's behalf.

Section III - Grievance Process

A. Stage One - Immediate Administrative Supervisor

- 1. A party having a grievance will discuss it with the immediate administrative supervisor with the objective of resolving the matter informally. If the grievance is not resolved informally, it shall be reduced to writing and presented to immediate supervisor. Within five (5) days of receipt of the written grievance the immediate supervisor will reduce the decision to writing and transmit it to the aggrieved and the Association.

Article 9, Section III (continued)

2. Election of an alternative course of action or remedy prior to the submission of a grievance at this stage shall be considered to be a waiver of the right of the employee thereafter to seek recourse by means of the grievance procedure.

B. Stage Two - District Superintendent

1. Any appeal of the Stage One decision must be submitted in writing to the District Superintendent within ten (10) school days of the receipt of the Stage One decision.
2. The District Superintendent or designee will schedule a meeting and render a decision within fifteen (15) school days of receipt of the appeal.

C. Stage Three - Board of Education

1. Any appeal of the Stage Two decision must be submitted by the Association to the Board of Education within ten (10) school days of the receipt of the Stage Two decision.
2. The Board of Education will schedule a meeting in executive session and render a decision within thirty (30) school days of the receipt of the appeal.

D. Stage Four - Binding Arbitration

1. Any appeal to the Stage Three decision must be submitted by the Association to the American Arbitration Association (copy to the District Superintendent) for arbitration in accordance with its Voluntary Labor Arbitration Rules within fifteen (15) school days of its receipt of the Stage Three decision.
2. Arbitration shall only involve claim violations to this Agreement and shall not be contrary to law, Commissioner's Regulations or policies of the Board of Regents.
3. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues.
4. The decision of the arbitrator shall be final and binding.
5. The cost for the services of the arbitrator will be borne equally by both parties.

Article 9 (continued)

Section IV - Time Limits

- A.** Failure of the Association or of an aggrieved employee to comply with the time limits provided shall be considered as an acceptance of the last previous answer to the grievance and shall be the disposal of such grievance on that basis.
- B.** Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party 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 by the final day.
- C.** When a grievance arises late in the school year, the parties will attempt to agree on a shorter time limitation or, where possible, time limits would permit the grievance to be processed over the vacation period in an effort to resolve the grievance as quickly as possible.
- D.** The time limit specified may be extended by mutual agreement.

ARTICLE 10

Salary

A. Length of Contract

All unit employees shall receive an increase of 3.85% on all salary items for each year of the length of the contract.

B. Mentoring

Staff members being paid a team leader stipend will be responsible for mentoring new teachers who hold an initial certificate during their first year of teaching in accordance with the BOCES Mentoring Plan. In the event additional mentors are needed, the assigned mentor only will be paid \$750 annually.

C. The salary schedule for the BOCES Instructional staff shall be formulated as follows:

- i.** 2005-2006 (See Appendix A)

The 2005-2006 salary schedule will be created by applying 3.85% to Steps 1 through 14 of the 2004-2005 schedule and moving the step down. 2005-2006 Step 1 will be created by subtracting \$500 from 2005-2006 Step 2 rate.

Article 10, C. (continued)

ii. 2006-2007 (See Appendix B)

The 2006-2007 salary schedule will be created by applying 3.85% to Steps 1 through 14 of the 2005-2006 schedule and moving the step down. 2006-2007 Step 1 will be created by subtracting \$500 from 2006-2007 Step 2.

iii. 2007-2008 (See Appendix C)

The 2007-2008 salary schedule will be created by applying 3.85% to Steps 1 through 14 of the 2006-2007 schedule and moving the step down. 2007-2008 Step 1 will be created by subtracting \$500 from 2007-2008 Step 2.

iv. Payment for Master's Degree will be \$1,394 for 2005-2006, \$1,448 for 2006-2007 and \$1,504 for 2007-2008.

v. "Off-Step" individuals will receive the same percentage increase as applied to "On-Step" employees.

vi. Any employee in the bargaining unit hired prior to February 1 will, the following school year, effective July 1, move one (1) step on the salary schedule. If hired after February 1, the employee will maintain the same step on the salary schedule for the full following school year.

NOTATIONS

- I. Instructional Employees who have a permanent vocational certificate and then receive a Bachelor's Degree will transfer from Column C to Column D on the same vertical step placement on the Salary Schedule.
- II. Instructional Employees with no degree and a permanent vocational certificate plus 30 hours must have a Bachelor's Degree to transfer from Column D.

D. Horizontal Salary Promotions

Teachers who wish to submit credits for the purpose of obtaining a salary schedule change must do so by March 1 and October 1 of each school year. Official transcripts or grade cards must be submitted by the teacher to the Director of Human Resources.

Failure to comply with the established dates of October 1 and March 1 will result in deferment of payment for the higher salary schedule until the next school semester.

Article 10, D. (continued)

In the event that the individual can demonstrate proof that they were unable to meet these terminal dates through no fault of their own, the pay increase will be made retroactive to the school semester immediately following the completion of requirements. Example: A teacher completed 30 hours of graduate work in August. On November 15, the teacher applied for the BA + 30 schedule, requesting that it become retroactive to September 1. However, the teacher offered documented proof that the transcript from the college was incorrect and the error was not found until early November. In this instance the authorization for the salary increase would be retroactive to September 1 of that same school year.

"Off-Step" individuals who complete college credit courses will be compensated for those credit hours at a rate per hour equal to the exact dollar amount mid-point between the highest and lowest dollar amount given to college credit hours in the individual's appropriate salary schedule column.

E. In-service Programs

A standing committee of bargaining unit members and administrators will be appointed by the BOCES-wide Shared Decision Making Team. The committee will review, on an on-going basis, in-service offerings, and recommend to the District Superintendent which of these offerings should be pre-approved for in-service credit for salary purposes. It is understood that the committee may recommend to the District Superintendent offerings that may not have been available in a timely fashion for pre-approval. Further, it is understood by the parties that the in-service offerings are not limited to just BOCES sponsored in-service offerings.

For any combination of fifteen hours of in-service training or workshops received in programs approved by the District Superintendent of Schools, each participant shall be credited with one (1) hour of salary credit on the appropriate salary schedule. (In-service hours shall not be paid for beyond the maximum graduate hours paid for by the school district.)

No in-service credit will be offered for any programs occurring during regular school hours within the regular school days of student attendance inclusive of District Superintendent's Conference Days and In-Service Days. No in-service credit will be offered for any person enrolling in the same or equivalent program more than once.

Every effort will be made to announce in-service programs so they do not conflict with other programs.

Attendance at all in-service workshops will be voluntary.

Notification of approved in-service workshops and in-service training program will be made as early as possible with every effort made to announce fall workshops by the end of the school year and spring workshops by the end of October.

Article 10 (continued)

F. Pay Plan

Ten month Instructional Employees may elect to be paid on a 10-month pay plan or a 12-month pay plan. If the 12-month plan is elected, a signed statement is required. Salary payments under the 12-month plan shall be such that the Instructional Employee will receive 1/26 of their annual salary every two weeks from September through June, with the final check being equal to 5/26 of their annual salary, thus completing the employee's earnings for the fiscal year.

G. Team Leaders

Team Leaders in the area of Special Education shall be compensated an additional stipend of \$2,342 for 2005-2006, \$2,432 for 2006-2007 and \$2,526 for 2007-2008.

ARTICLE 11

Insurance

A. Health Insurance

Effective January 1, 2000, health and major medical insurance shall be provided by the Oswego County BOCES on a self-insured basis. The BOCES (Oswego County BOCES) Health and Major Medical Plan shall maintain benefits equal to the benefits currently in effect during the 2004-2005 school year (as defined by the current plan documents), including voluntary pre-certification. The BOCES will pay 95% of the premium costs for eligible enrolled bargaining unit members for individual and for dependent coverage. The Plan shall include an ambulance and accident "rider". Employees who retire under the N.Y.S.T.R.S. or the N.Y.S.E.R.S. are eligible to continue their health insurance in effect at the time of such retirement and shall be eligible to participate in this plan at the active employee contribution rate.

To be eligible to participate in the BOCES Health Insurance Plan as a retiree, an employee must have served a minimum of ten (10) consecutive years within the District. If a break in service occurs, then an employee will need a total of fifteen (15) years with the District. Any leave of absence granted by the District shall not serve as a break in service however; only paid leaves shall continue to accrue time toward this service credit. Any unpaid leave, while not creating a break in service, however, shall not count as accrued time toward service credit. A break in service shall occur when an employee terminates by either resigning, discharge or other action, which removes them from maintaining an employment status with the District. Furthermore, such employees must actually qualify for and retire under the provisions of the New York State Teachers' Retirement System or the New York State Employees' Retirement System.

Unit members, employed less than thirty (30) hours per week, will have their health insurance premiums paid on the basis of 75% District contribution and 25% employee contribution. Those unit members employed less than thirty (30) hours per week but employed in that manner prior to July 1, 1997, shall have their contributions paid at the rate of 95% District contribution and 5% employee contribution.

Article 11, A. (continued)

The BOCES further agrees to the following:

1. The creation of an Administrative Oversight Committee (herein after referred to as "the Committee") consisting of two (2) representatives from the Teachers' Association and one (1) representative from each of the other two NYSUT Affiliated Units in the BOCES, four (4) representatives selected by the District Superintendent, and a representative from the current third party administrator (advisory only, non-voting). A major function of this Committee shall be to hear appeals from health insurance participants regarding claim denials and make final and binding decisions on those appeals. Any appeals not successfully resolved through this committee process shall be addressed in accordance with the deadlock procedures outlined in Article 3, Paragraph B, Section 3, (of the teacher's contract).

Initially, all appeals must be made directly to the third party administrator as part of its administrative role. Unresolvable issues will be brought before the Oversight Committee when the appeal indicates inconsistent past adjudication practices or where prior adjudications are in specific contrast to previously negotiated benefits. Meetings shall be held bi-monthly during the first year of implementation of the BOCES Health Insurance Plan, and thereafter, such meetings shall be held on an as-needed basis. Meetings to hear appeals shall be held no later than thirty (30) days after receipt of an appeal.

Bargaining unit members serving on this Committee shall be provided with paid release time for any necessary meetings held during the regular workday.

2. The BOCES agrees that if a bargaining unit member can demonstrate via a past practice, as evidenced by the explanation of benefits, that a benefit claim has been previously paid, or paid at a specific level, even if such benefit is not explicitly stated in the Plan Document, that benefit claim shall be presented to the Committee for determination. Such determination shall be limited to benefits provided within the previous two (2) years from inception of any changes in third party administrator.
3. Other functions of the committee would be to review annual rates (premium equivalency rates) for the Plan, and to participate in the review of the reserve account. The committee will also review and evaluate the current third party administrator annually and recommend changes, if necessary, to insure service and financial stability. It is understood that no changes in third party administrator will be made without the recommendation and a majority consensus of the Oversight Committee.
4. The BOCES will maintain specific and aggregate stop loss insurance. The initial annual stop loss attachment point for any specific individual shall be no greater than \$100,000. The specific and aggregate stop loss contracts shall each have no less than a \$1 million annual maximum in support of the plan's unlimited maximum benefit. The stop loss carrier(s) supporting the Plan shall not be changed unless notice is given to the Committee.

Article 11, A. (continued)

5. The Committee shall also be provided, on a semi-annual basis, financial and other reports regarding the Plan as needed. The BOCES shall provide liability protections for bargaining unit members serving on the Committee.
6. The BOCES agrees that New York State Insurance Department mandates as regards insured health and major medical insurance plans in New York State, including confidentiality requirements, shall be automatically added to the BOCES plan and the BOCES shall routinely inform the Committee and bargaining unit members of such changes.
7. Decisions on appeals made by this committee shall not be subject to Article 9 (Grievance Procedure) of this contract.
8. The BOCES Health Insurance Plan includes a co-pay for prescription drugs as follows:

Generic Prescriptions	\$5.00 Co-Pay
Trade or Name Brand Prescriptions	\$10.00 Co-Pay
Mail-In Prescriptions	\$0.00 Co-Pay

B. Dental

The BOCES shall contribute a lump sum of money towards a Dental Insurance Program equal to \$441 for 2005-2006, \$458 for 2006-2007 and \$476 for 2007-2008 school year per participating bargaining unit member. The BOCES liability under this Article shall be limited to these amounts per year per bargaining unit member. The BOCES shall not be liable for any costs of the plan that exceed the amount of the specific contribution required by this Article.

C. Life Insurance

The District shall provide, at its own cost, a life insurance policy. Effective July 1, 1999, the policy shall be \$9,000 per bargaining unit member.

D. Vision Service Plan

Examination:	12 Months
Lenses	12 Months
Frame	24 Months

Benefits:

Examination	\$27			
Single Vision	\$15			
Bifocal (Single)	\$25	Bifocal (Double)	\$50	Trifocal \$37
Lenticular	\$112			
Frame	\$25			
Contact Lenses	\$75			

Article 11, D. (continued)

Premium Sharing: District Share = 90% Employee Share = 10%

Coverage: Individual and Family

E. Long Term Disability Income Protection Plan

Benefits: 66 2/3 of Monthly Earnings

Maximum Benefit: \$5,000/mo.

Off-Sets For: Social Security
New York State Teachers Retirement System
New York State Employees Retirement System

Exclusionary Period First 120 days

Duration of Benefit To age 65

Premium Sharing: District Share = 75% Employee Share = 25%

ARTICLE 12

Miscellaneous

A. Savings Clause

If any provision of this Agreement or any application of the Agreement to any Instructional Employee or group of Instructional Employees of the Association shall be found contrary to law, then such a 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.

B. Travel

Any Instructional Employee who is required to use their personal vehicle for transportation in the performance of their duties shall be reimbursed for mileage at the current I.R.S. rate. Eligible mileage for itinerant Instructional Employees shall be interpreted as that traveled between schools. Mileage shall not be paid from home to school.

Article 12 (continued)

C. Contract Reproduction

Within 60 days after the signing of this Agreement or any additions to multi-year agreement by both parties, the Board will furnish to each employee covered by this Agreement an individual copy. In addition, each new Instructional Employee to be covered by this Agreement shall upon their employment be furnished with a copy of this Agreement. One-half the total cost of printing 100 copies will be paid equally by the Board and the Association.

D. Worker's Compensation

Any bargaining unit employee who is unable to perform the duties of employment because of injuries received in the service of the BOCES and who receives Worker's Compensation benefits shall be eligible to receive a supplemental sum equal to the difference between their wages and their compensation benefits, but such supplemental sum shall be deducted pro-rata from sick leave credits (calculated 1/200th annual salary) not to exceed the total amount of accumulation.

E. Posting of Positions

When vacancies occur in bargaining unit positions, administrative positions, or adult basic education positions, the following shall apply. The President of the Association shall receive written notice of the vacancy. Such notification shall be posted at every BOCES worksite. Bargaining unit members in component schools shall receive written notification. Notices will be posted, and teachers in component schools shall be notified at least five (5) working days prior to any interviews.

F. Negotiations Procedures

It is agreed that negotiations on a successor contract shall commence between the first and fifteenth of March. The Association shall submit its proposals to the District within that fifteen-day period unless both parties agree to extend the time limit. Both parties shall be free to offer counter-proposals as they see fit.

This contract incorporates the entire understanding of the parties on all issues, which have been subject to negotiations. During negotiations, they will present relevant data, exchange points of view, and make proposals and counter-proposals.

Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representative to assist in negotiation proceedings.

Article 12 (continued)

G. Safety Glasses

The BOCES shall provide to each instructional person in the unit engaged in a designated hazardous assignment, one (1) pair of safety glasses. Hazardous shall be defined as an assignment, which, in normal daily activity, there is a clear and present danger to the safety of an individual's eyes.

H. Board Agenda

The District agrees to provide the President of the Teachers Association with a copy of the tentative BOCES Board Agenda at the time it provides general distribution prior to each scheduled BOCES Board Meeting.

I. District Superintendent's In-service Committee

The parties agree that each year a committee will be established prior to July 1st for the purpose of establishing a program for a District Superintendent's In-service Day. The Committee will be made of two persons selected by the President of BOCES Teachers Association and two persons selected by the District Superintendent.

The day's program will be divided in such a way that the District Superintendent will determine the AM agenda and the PM agenda will be determined on an intra-departmental basis by the Directors in consultation with the Committee defined above.

J. Problem Resolution Alternative

Any and all non-contractual problems or concerns may be referred to the District Superintendent and/or the appropriate Shared Decision Making team for resolution.

K. Curriculum Writing

Any bargaining unit member may submit to the District Superintendent after review by the Program Administrator by April 1 of the school year a proposition to write curriculum. Such plan will include an outline of the curriculum change and the number of days to complete the task. The District Superintendent will notify in writing the bargaining unit member of the acceptance or rejection by May 15. The curriculum-writing rate will be \$130 for 2005-2006, \$135 for 2006-2007 and \$140 for 2007-2008.

L. Liability

The BOCES will reimburse a bargaining unit member for personal items that are damaged in their line of work as per Board policy.

Article 12 (continued)

M. New Employees

At the time of hire, the BOCES will present to the new employee information on the following:

- contractual agreement
- health insurance
- dental insurance
- all other insurances
- New York State Teachers Retirement System or New York State Employees Retirement System
- Social Security

N. Statutory Provisions

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.

O. Summer School Work

All summer school teacher openings will be made available to current bargaining unit members before such openings are offered to persons outside the BOCES. The summer school program will run 31 days.

Bargaining unit members working summer school will be entitled to the following benefits:

- Bereavement - 2 days

Article 12 (continued)

P. Snow Days

In the event that in any given school year, the number of emergency closing days necessitate the need to make-up instructional days in order to meet the minimum number required according to State of New York Education Department Regulations, bargaining unit members are expected to report to work for such days. However, if any bargaining unit member is unavailable for work on such make-up days, the employee must provide notice to BOCES. The bargaining unit member may use up to two personal leave days or choose to have 1/200th of their salary deducted for each make-up day absent as long as the following conditions are met:

- Verification that travel arrangements were purchased six (6) months in advance; (i.e.: hotel, train, plane, cruise, etc.)

AND

- The teacher has made arrangements with the sub caller for coverage within 5 days after make-up days have been announced by the District Superintendent.

In the event that the above language causes undo hardship on student programs and working staff based on a disproportionate amount of absences and lack of adequate coverage by the substitutes, the above language will no longer be in effect.

ARTICLE 13

School Nurses - Conditions of Employment

The following conditions of employment apply to School Nurses for the 2005-2006, 2006-2007 and 2007-2008 school years. Reference is made to specific Teacher Agreement Contract Articles and subsections of each article.

1. Articles which do apply or do not apply to School Nurses:

Apply: Article 1 - Recognition
Article 2 - Dues Deduction
Article 3 - Leave Policy
Exclusion of Section H (Sabbatical)
Article 8 - Work Seminar Program
Article 9 - Grievance Procedure
Article 11 - Insurance
Article 12 - Miscellaneous
Article 15 - Duration
Memorandums - Pages 36 and 37

Article 13, 1. (continued)

Do Not Apply:

- Article 4 - Instructional Employee Evaluation
- Article 5 - Fair Dismissal
- Article 6 - Class Size
- Article 7 - Planning and Preparation
- Article 10 - Salary (Does not apply - except Section C)
- Article 14 - Special Conditions

Employee Evaluation and Disciplinary Conferences as follows:

Employee Evaluation

Each employee shall be given two evaluations per school year. One evaluation will be completed by mid-year and a final evaluation prior to the end of the school year. After the mid-year evaluation there will be a conference between the supervisor and the employee to discuss the evaluation. Each evaluation will be in written form and will be placed in the employee personnel file after the employee has inspected it and signed it. The signature designates only that the employee has seen the evaluation. The employee will receive a copy of each of the evaluations. The employee may attach a written response to the evaluation form. No bargaining unit member will evaluate any other bargaining unit member.

Disciplinary Conferences

If there is a conference which the District calls for disciplinary matters the employee may have a representative present.

SCHOOL NURSES SALARY SCHEDULE

2005-2006, 2006-2007 and 2007-2008

New Hire Rate:

7-1-05		7-1-06		7-1-07	
A	B (B.S.)	A	B (B.S.)	A	B (B.S.)
30,096	35,192	31,266	36,558	32,481	37,977

The July 1, 2005, hire rate is established by adding 3.85% to the July 1, 2004, hire rate and subtracting \$300.

The July 1, 2006, hire rate is established by adding 3.85% to the July 1, 2005, hire rate and subtracting \$300.

The July 1, 2007, hire rate is established by adding 3.85% to the July 1, 2006, hire rate and subtracting \$300.

General Wage Increase for all Nurses other than New Hire:

July 1, 2005	3.85%	(Percentage to be applied to the 2004-2005 base salary)
July 1, 2006	3.85%	(Percentage to be applied to the 2005-2006 base salary)
July 1, 2007	3.85%	(Percentage to be applied to the 2006-2007 base salary)

Nurses currently employed (before July 1, 2002) on Column B will have their salaries adjusted as agreed during negotiations for this contract.

Graduate Credits (Matriculation)

Nurses will be paid at the following rates for college credits achieved:

Diploma Nurses: same as Column B as teachers (off-step credit hours)

Degreed (B.S.) Nurses: same as Column C as teachers (off-step credit hours)

The following will be paid directly to the school nurses for individual purchase of malpractice insurance: \$78.00 for the school year 2005-2006, \$81.00 for the school year 2006-2007 and \$84.00 for the school year 2007-2008.

ARTICLE 14

Special Conditions of Employment For the Following Titles:

Adult Basic Skills/GED Instructor; Adult Health Occupations Instructor, Incarcerated Youth Instructor, Case Manager, Financial Aid Advisor, Teen Health Issues Educator, Life Management Skills Instructor, Transition Outreach Specialist, Medical Secretary Instructor, Citizen's Advocate and Tutor Advocate.

The following conditions of employment apply to the titles consisting of Adult Basic Skills/GED Instructor (900 hours or more per year – July 1 to June 30); Adult Health Occupations Instructor (900 hours or more per program year – either February-December, August-June, or July-June, whichever is applicable); Case Manager; Financial Aid Advisor; Teen Health Issues Educator.

Articles which do apply or do not apply:

Apply:

- Article 1 - Recognition
- Article 2 - Dues Deduction
- Article 3 - Leave Policy (as modified as follows)
- Article 4 - Instructional Employee Evaluation (as modified as follows)
- Article 6 - Class Size
- Article 7 - Planning and Preparation Time (as modified as follows)
- Article 8 - Work Seminar
- Article 9 - Grievance Procedures
- Article 11 - Insurance
- Article 12 - Miscellaneous
- Article 15 - Duration
- Holidays (as follows)
- Vacations (as follows)

Do NOT Apply:

- Article 3 - Leave Policy (Sabbatical)
- Article 5 - Fair Dismissal
- Article 7 - Planning and Preparation
- Article 10 - Salary (except as modified as follows)
- Article 13 - Nurses

A. Sick Leave

Applies with the modification as follows:

Adult Basic Skills/GED	1.25/mo. to 250 accum. (Effective 7-1-99)
Adult Health Occ.	1.25/mo. to 250 accum. (Effective 7-1-99)
Financial Aid	1.25/mo. to 250 accum. (Effective 7-1-99)
Case Manager	1.25/mo. to 250 accum. (Effective 7-1-99)
Teen Health Issues Educator	1.25/mo. to 250 accum. (Effective 7-1-99)
Tutor Advocate	1.25/mo. to 250 accum. (Effective 7-1-99)
Citizen's Advocate	1.25/mo. to 250 accum. (Effective 7-1-99)

Reimburse accumulated sick days at \$62.00 per day up to a maximum of 220 days for 2005-2006, \$64.00 per day up to a maximum of 220 days for 2006-2007 and \$66.00 per day up to a maximum of 220 days for 2007-2008.

Article 14 (continued)

- B. Sick Leave Bank
Applies.
- C. Personal Leave
Applies.
- D. Bereavement Leave
Applies.
- E. Emergency Leave
Applies.
- F. Medical/Child Rearing Leave
Applies.
- G. Jury Duty
Applies.
- H. Sabbatical Leave
Does not apply.
- I. Unpaid Leave
Applies.
- J. Association Days
Applies.
- K. Professional Development
Applies.

Employee Evaluation (Article 4.2)

For titles of Adult Basic Skills/GED Instructor, Adult Health Occupations Instructor, Case Manager, Financial Aid Advisor, Teen Health Issues Educator and Incarcerated Youth Instructor are covered as follows:

Each employee shall be given one evaluation per school year. The employee and evaluator shall meet to discuss the evaluation. The employee shall receive a copy of the evaluation.

When an evaluation is prepared, the following information shall be included:

- a. An assessment of the strengths and weaknesses of the employees;
- b. Specific information on any weaknesses noted;
- c. Methods and means by which the weaknesses can be improved; and
- d. Personnel and resources that are available to assist the employee in correcting any weaknesses.

Article 14 (continued)

The employee may add a written response to the report or outline and both the employee and the evaluator shall sign the report. Such signature designates only that the employee has seen the evaluation.

The employee may request additional observations. Reasonable requests will be accommodated when administratively possible.

Upon request and in the presence of the District Superintendent or designee, the employee and/or a representative shall have the right to review and make copies of evaluation reports included in their own personnel file.

Planning and Preparation Time (Article 7)

Add:

Adult Basic Skills/GED instructors will be paid for one (1) additional hour per day for planning and preparation when students are in attendance.

Instructors in the Adult Health Occupations Programs will be paid for one (1) additional hour for each four (4) hours worked for planning and preparation.

Salary

Salary increases for Case Managers, Financial Aid Advisors, Teen Health Issue Educators, and Transition Outreach Specialists for the period July 1, 2005, through June 30, 2008, shall be as follows:

2005-2006	3.85%
2006-2007	3.85%
2007-2008	3.85%

Salary increases for Adult Basic Skills/GED Instructors, Adult Health Occupations Instructors, Life Management Skills Instructors, MSA/Instructors, Tutor Advocates and Citizen's Advocates for the period July 1, 2005 through June 30, 2008 shall be as follows:

2005-2006	3.85%
2006-2007	3.85%
2007-2008	3.85%

Hiring rates for the above shall be increased as follows:

2005-2006	3.85%
2006-2007	3.85%
2007-2008	3.85%

Article 14 (continued)

Salary increase for Teachers of Incarcerated Youth for the period July 1, 2005, through June 30, 2008 shall be as follows:

2005-2006	3.85%
2006-2007	3.85%
2007-2008	3.85%

The Teachers of Incarcerated Youth shall earn 1.5 sick days per month.

The hiring rate for this title shall be as per the Instructional Salary Schedule. Such salary shall be for a twelve (12) month school year.

Holidays

For the job classifications of Financial Aid Advisor, Case Manager, and Teen Health Issues Educator there shall be thirteen (13) paid holidays per year. The actual days shall be those days as designated by the District consistent with the regular school calendar as approved by the Board of Education.

For the job classifications of Teachers of Incarcerated Youth, Transition Outreach Specialist and Adult Basic Skills/GED Instructor (900 hours or more per year - July 1 to June 30), and Adult Health Occupations Instructor, (working 900 hours per program year – either February-December, August-June, or July-June, whichever is applicable) there shall be one (1) paid birthday holiday per year. The individual may not be absent on the designated day but may be absent on another replacement day in lieu of such actual birthday. Such day shall be taken upon the mutual consent of the employee and the District. In addition, there shall be six (6) paid holidays per year. The actual days shall be those days as designated by the District consistent with the regular school calendar as approved by the Board of Education.

Vacations


For the job classifications of Financial Aid Advisor, Case Manager, Teen Health Issues Educator and Transition Outreach Specialist, employees shall earn vacation at the rate of 1.25 days per month worked. Vacations shall be granted at a time mutually agreed upon by the employee and the immediate supervisor.

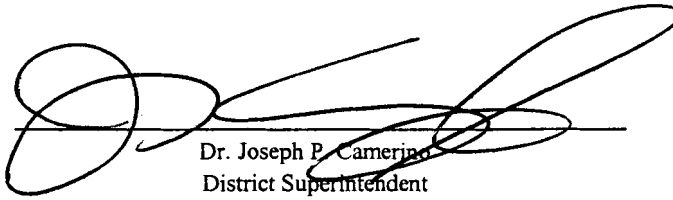
Employees in the above job classifications who have served the District for ten years will, at the beginning of their eleventh year, accumulate vacation days at the rate of 1.5 days per month. Employees who have served the District for 20 years will, at the beginning of the 21st year, accumulate vacation days at the rate of 1.75 days per month.

ARTICLE 15

Duration

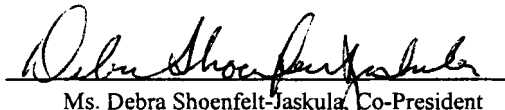
The duration of this Agreement shall be for the school years 2005-2006, 2006-2007, and 2007-2008. By March 1 of each year of this Agreement either party has the right to open negotiations for non-compensatory items.


Mr. Ralph Gravelle, Co-President
Oswego County BOCES
Teachers' Association


Dr. Joseph P. Camerino
District Superintendent
Oswego County BOCES

June 20, 2005
Date

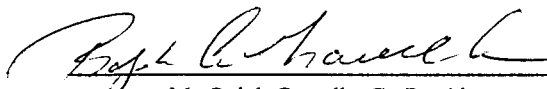
24 June '05
Date


Ms. Debra Shoenfelt-Jaskula, Co-President
Oswego County BOCES
Teachers' Association

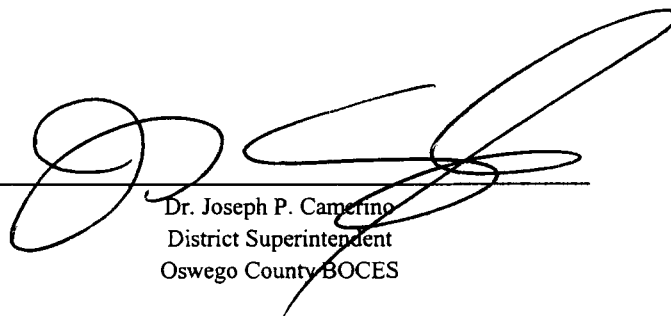
June 24, 2005
Date

Memorandum of Agreement

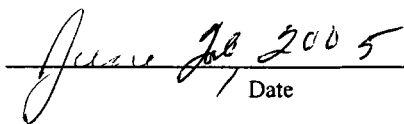
The BOCES District agrees to cooperate with the Association to provide certain information on the employment of new hires. At the time of hire, the BOCES will provide to the Association the following information: Name, address, phone number, title, department location, date of appointment and salary.



Mr. Ralph Gravelle, Co-President
Oswego County BOCES
Teachers' Association



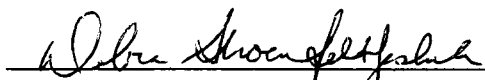
Dr. Joseph P. Cametino
District Superintendent
Oswego County BOCES



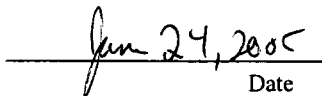
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Date



Ms. Debra Shoenfelt-Jaskula, Co-President
Oswego County BOCES
Teachers' Association

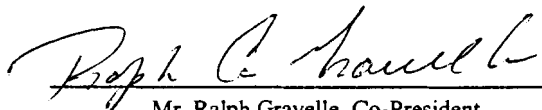


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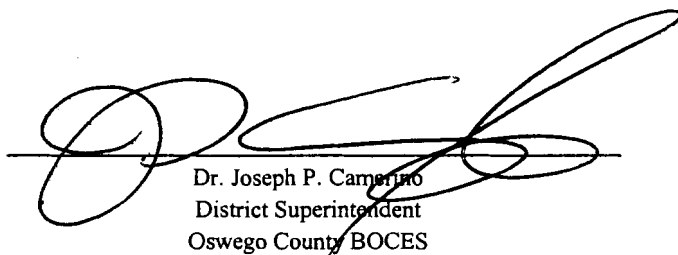
Memorandum of Agreement

Annual Review Days

The BOCES will provide two (2) full days of release time for any teacher who requests the time to work on Annual Reviews. The BOCES will also provide a place to work on such Annual Reviews.



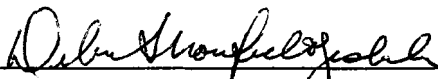
Mr. Ralph Gravelle, Co-President
Oswego County BOCES
Teachers' Association



Dr. Joseph P. Camarino
District Superintendent
Oswego County BOCES

June 20, 2005
Date

24 June '05
Date



Ms. Debra Shoenfelt-Jaskula, Co-President
Oswego County BOCES
Teachers' Association

June 24, 2005
Date

**Oswego County BOCES 2005-2006
Instructional Salary Schedule**

A		B		C		D		E		F		G	
Step	No Deg/ No Cert		No Deg/ Pro Voc		BS or Per Voc		BS + 30 Per Voc + BS Per Voc + 30		BS + 45		BS + 60		BS + 90
1	\$34,797	\$79	\$37,163	\$78	\$39,497	\$95	\$42,344	\$95	\$43,765	\$95	\$45,189	\$99	\$48,146
2	\$35,297	\$79	\$37,663	\$78	\$39,997	\$95	\$42,844	\$95	\$44,265	\$95	\$45,689	\$99	\$48,646
3	\$35,816	\$79	\$38,183	\$78	\$40,516	\$95	\$43,364	\$95	\$44,784	\$95	\$46,208	\$99	\$49,166
4	\$36,356	\$79	\$38,723	\$78	\$41,056	\$95	\$43,904	\$95	\$45,324	\$95	\$46,748	\$99	\$49,706
5	\$36,918	\$79	\$39,284	\$78	\$41,617	\$95	\$44,465	\$95	\$45,885	\$95	\$47,310	\$99	\$50,268
6	\$37,503	\$79	\$39,870	\$78	\$42,204	\$95	\$45,050	\$95	\$46,472	\$95	\$47,896	\$99	\$50,853
7	\$38,110	\$79	\$40,476	\$78	\$42,811	\$95	\$45,658	\$95	\$47,079	\$95	\$48,501	\$99	\$51,461
8	\$38,739	\$79	\$41,105	\$78	\$43,439	\$95	\$46,286	\$95	\$47,707	\$95	\$49,131	\$99	\$52,089
9	\$39,391	\$79	\$41,756	\$78	\$44,090	\$95	\$46,938	\$95	\$48,360	\$95	\$49,784	\$99	\$52,740
10	\$40,067	\$79	\$42,434	\$78	\$44,767	\$95	\$47,614	\$95	\$49,037	\$95	\$50,459	\$99	\$53,418
11	\$41,388	\$82	\$43,833	\$80	\$46,243	\$98	\$49,185	\$98	\$50,653	\$98	\$52,124	\$102	\$55,181
12	\$42,113	\$82	\$44,558	\$80	\$46,969	\$98	\$49,909	\$98	\$51,378	\$98	\$52,848	\$102	\$55,903
13	\$42,979	\$81	\$45,423	\$80	\$47,834	\$98	\$50,777	\$98	\$52,246	\$98	\$53,717	\$102	\$56,774
14	\$43,975	\$83	\$46,473	\$82	\$48,933	\$100	\$51,940	\$100	\$53,437	\$100	\$54,939	\$104	\$58,058
15	\$44,132	\$83	\$46,628	\$82	\$49,089	\$100	\$52,094	\$100	\$53,595	\$100	\$55,097	\$104	\$58,213
Off Step Credit Hours:									Effective July 1, 2005				
Column A		\$81		Salary Schedule Reflects Increase of 3.85% Off-Step: 3.85% Masters: \$1,394									
B		\$80											
C		\$98											
D		\$98											
E		\$98											
F		\$102											
									Computed April 11, 2005				

Oswego County BOCES 2006-2007

Instructional Salary Schedule

A		B		C		D		E		F		G	
Step	No Deg/ No Cert	No Deg/ Pro Voc	No Deg/ Pro Voc	BS or Per Voc	BS + 30 Per Voc + BS Per Voc + 30	BS + 30 Per Voc + BS Per Voc + 30	BS + 45	BS + 60	BS + 90				
1	\$35,637	\$82	\$38,094	\$81	\$40,518	\$99	\$43,474	\$98	\$44,950	\$99	\$46,429	\$102	\$49,500
2	\$36,137	\$82	\$38,594	\$81	\$41,018	\$99	\$43,974	\$98	\$45,450	\$99	\$46,929	\$102	\$50,000
3	\$36,656	\$82	\$39,113	\$81	\$41,537	\$99	\$44,493	\$98	\$45,969	\$99	\$47,448	\$102	\$50,519
4	\$37,195	\$82	\$39,653	\$81	\$42,076	\$99	\$45,034	\$98	\$46,508	\$99	\$47,987	\$102	\$51,059
5	\$37,756	\$82	\$40,214	\$81	\$42,637	\$99	\$45,594	\$98	\$47,069	\$99	\$48,548	\$102	\$51,620
6	\$38,339	\$82	\$40,796	\$81	\$43,219	\$99	\$46,177	\$98	\$47,652	\$99	\$49,131	\$102	\$52,203
7	\$38,947	\$82	\$41,405	\$81	\$43,829	\$99	\$46,784	\$98	\$48,261	\$99	\$49,740	\$102	\$52,811
8	\$39,577	\$82	\$42,034	\$81	\$44,459	\$99	\$47,416	\$98	\$48,892	\$98	\$50,368	\$102	\$53,442
9	\$40,230	\$82	\$42,688	\$81	\$45,111	\$99	\$48,068	\$98	\$49,544	\$99	\$51,023	\$102	\$54,094
10	\$40,908	\$82	\$43,364	\$81	\$45,787	\$99	\$48,745	\$98	\$50,222	\$99	\$51,701	\$102	\$54,770
11	\$41,610	\$82	\$44,068	\$81	\$46,491	\$99	\$49,447	\$99	\$50,925	\$98	\$52,402	\$102	\$55,475
12	\$42,981	\$85	\$45,521	\$83	\$48,023	\$102	\$51,079	\$102	\$52,603	\$102	\$54,131	\$106	\$57,305
13	\$43,734	\$85	\$46,273	\$83	\$48,777	\$102	\$51,830	\$102	\$53,356	\$102	\$54,883	\$106	\$58,055
14	\$44,634	\$85	\$47,172	\$83	\$49,676	\$102	\$52,732	\$102	\$54,257	\$102	\$55,785	\$106	\$58,960
15	\$45,668	\$86	\$48,262	\$85	\$50,817	\$104	\$53,940	\$104	\$55,494	\$104	\$57,054	\$108	\$60,293
Effective July 1, 2006													
Salary Schedule Reflects Increase of 3.85%													
Off-Step: 3.85%													
Masters: \$1,448													
Computed April 11, 2005													

**Oswego County BOCES 2007-2008
Instructional Salary Schedule**

A		B		C		D		E		F		G	
Step	No Deg/ No Cert		No Deg/ Pro Voc		BS or Per Voc		BS + 30 Per Voc + BS Per Voc + 30		BS + 45		BS + 60		BS + 90
1	\$36,509	\$85	\$39,061	\$84	\$41,578	\$102	\$44,648	\$102	\$46,181	\$102	\$47,717	\$106	\$50,906
2	\$37,009	\$85	\$39,561	\$84	\$42,078	\$102	\$45,148	\$102	\$46,681	\$102	\$48,217	\$106	\$51,406
3	\$37,528	\$85	\$40,080	\$84	\$42,597	\$102	\$45,667	\$102	\$47,200	\$102	\$48,736	\$106	\$51,925
4	\$38,067	\$85	\$40,619	\$84	\$43,136	\$102	\$46,206	\$102	\$47,739	\$102	\$49,275	\$106	\$52,464
5	\$38,627	\$85	\$41,180	\$84	\$43,696	\$102	\$46,768	\$102	\$48,299	\$102	\$49,834	\$106	\$53,025
6	\$39,210	\$85	\$41,762	\$84	\$44,279	\$102	\$47,349	\$102	\$48,881	\$102	\$50,417	\$106	\$53,607
7	\$39,815	\$85	\$42,367	\$84	\$44,883	\$102	\$47,955	\$102	\$49,487	\$102	\$51,023	\$106	\$54,213
8	\$40,446	\$85	\$42,999	\$84	\$45,516	\$102	\$48,585	\$102	\$50,119	\$102	\$51,655	\$106	\$54,844
9	\$41,101	\$85	\$43,652	\$84	\$46,171	\$102	\$49,242	\$102	\$50,774	\$102	\$52,307	\$106	\$55,500
10	\$41,779	\$85	\$44,331	\$84	\$46,848	\$102	\$49,919	\$102	\$51,451	\$102	\$52,987	\$106	\$56,177
11	\$42,483	\$85	\$45,034	\$84	\$47,550	\$102	\$50,622	\$102	\$52,156	\$102	\$53,691	\$106	\$56,879
12	\$43,212	\$85	\$45,765	\$84	\$48,281	\$102	\$51,351	\$102	\$52,886	\$102	\$54,419	\$106	\$57,611
13	\$44,636	\$88	\$47,274	\$87	\$49,872	\$106	\$53,046	\$105	\$54,628	\$106	\$56,215	\$110	\$59,511
14	\$45,418	\$88	\$48,055	\$87	\$50,655	\$106	\$53,825	\$106	\$55,410	\$106	\$56,996	\$110	\$60,290
15	\$46,352	\$88	\$48,988	\$87	\$51,589	\$106	\$54,762	\$106	\$56,346	\$106	\$57,933	\$110	\$61,230
Off Step Credit Hours:									Effective July 1, 2007				
Column	A	\$87		Salary Schedule Reflects Increase of 3.85%									
	B	\$86		Off-Step: 3.85%									
	C	\$104		Masters: \$1,504									
	D	\$104		Computed April 11, 2005									
	E	\$104											
	F	\$108											

Appendix D

Annual Professional Performance Review Philosophy

The Oswego County BOCES is committed to providing instructional opportunities to assist all students in achieving personal excellence. The purpose of the Annual Professional Performance Review (APPR) is to foster continuing improvement of teacher performance, to comply with Commissioner's Regulation 100.2(7) and to meet the following goals:

1. To provide a consistently applied system to annually evaluate the performance of educators in compliance with SED requirements.
2. To provide an evaluation system which recognizes the many facets of a professional's duties that impact all students' achievements.
3. To provide an opportunity for the educator and administrator to jointly assess the overall performance rendered by the educator;
4. To provide a process which allows for constructive assistance based upon a consistently applied annual evaluation process;
5. To provide a system of accountability and responsibility while guarding the individual's dignity and protecting individual pride.

Professional Statement of Beliefs

The Oswego County BOCES is composed of educators dedicated to excellence who believe that:

1. A positive learning environment will bring about positive results for students and educators alike;
2. A successful educational experience should be built around attitudes truly directed toward improving the educational experience;
3. Teachers have a right and a responsibility to participate in decisions concerning the professional aspects of being an educator;
4. A district which takes advantage of current research on teaching and learning assures that the quality of instruction will be enhanced;
5. It is appropriate to develop an educational program emphasizing individual differences in students, while still recognizing individual differences among our educators;
6. It is appropriate, therefore, to develop an annual evaluation system which establishes procedures and instruments that promote the improvement of instruction.

APPR Criteria

Content Knowledge – demonstration of a thorough knowledge of the subject matter and curriculum.

Preparation – demonstration of appropriate preparation employing the necessary pedagogical practices to support instruction.

Instructional Delivery – demonstration that the delivery of instruction results in active student involvement, appropriate teacher/student interaction and meaningful lesson plans resulting in student learning.

Classroom Management – demonstration of classroom management skills supportive of diverse student learning needs which create an environment conducive to student learning.

Student Development – demonstration of knowledge of student development, an understanding and appreciation of diversity and the regular application of developmentally appropriate instructional strategies for the benefits of all students.

Student Assessment – demonstration of use of assessment techniques based on appropriate learning standards designed to measure students' progress in learning.

Collaboration – demonstration of the development of effective collaborative relationships with students, parents and appropriate support personnel to meet the learning needs of students.

Reflective and Responsive Practice – demonstration that practice is reviewed, assessed and adjusted on a continuing basis.

Guidelines for Annual Professional Performance Review

VISITATION PROCESS

The visitation process begins when an evaluator enters the learning environment, either requested or not by the bargaining unit member, for the purpose of gaining a better understanding of the various aspects of that environment, including teaching styles, student ability levels, physical settings, etc.

CRITERIA

1. A visitation will be no less than ten (10) minutes in duration.
2. A feedback session may be initiated by either party.
3. The evaluator, at his/her option, may provide a written notation to the bargaining unit member regarding the visitation.
4. A visitation may lead into the observation process.

Learning Environment- The classroom or other areas where staff member-student contact takes place.

TIMELINE FOR ANNUAL PROFESSIONAL PERFORMANCE REVIEW

July	}	Review of Annual Professional Performance Review by Superintendent with all evaluators.
August		

September	}	Visitations/observations with major emphasis on the familiarization of classroom/student environment.
October		
November		

FORMATIVE PROCESS	{	November	}	Visitations/observations with major emphasis on improvement of instruction.
		December		
		January		
		February		
		March		
		April		

SUMMATIVE PROCESS	{	April	}	Continuation, as needed, of visitations/ observations with major emphasis on follow-up.
		May		
		June		

OBSERVATION PROCESS

The observation process begins when an evaluator enters the learning environment for the distinct purpose of collecting data for performance review. These may be scheduled or unscheduled.

CRITERIA

1. A pre-conference meeting is encouraged prior to a scheduled observation.
2. Unscheduled observations may occur.
3. An observation will consist of at least one complete planned lesson/session.
4. A post-conference will be held within seven (7) working days to discuss the collected data.
5. Following a post-conference, a written evaluation of the observation will be completed within ten (10) working days and given to the staff member. The staff member's signature will signify receipt of the written observation. The bargaining unit member will have the opportunity to make a written response on the post-conference observation form within seven (7) working days. The written observation and any written responses will be placed in the bargaining unit member's personnel file.
6. The evaluator will enter in to each category of the evaluation of that area. **D (Distinguished), P (Proficient), B (Basic) and U (Unsatisfactory) will be used.**
7. It is recognized that at some points during the observation process, the terms **D, P, B and U** may not be appropriate. In these cases **N/A** (not applicable) is acceptable to be used (see definition).

Working Day- A day when school is in session.

NOTE: The seven (7) day limit may be extended on a day-to-day basis due to extenuating circumstances; i.e. illness, personal/family days, full day conferences and emergency situations.

Pre-Conference – A meeting between the evaluator and bargaining unit member to establish and clarify elements within the scheduled observation. These elements may include objectives of the lesson, parameters of the observation, specific teaching techniques, etc.

Post-Conference – A scheduled meeting between the evaluator and the bargaining unit member to discuss the collected data from the observation. This meeting will be held prior to the generation of any final written observation report.

FORMATIVE PROCESS

The formative process is used to assess a bargaining unit member's skill and performance based on the visitation/observation process. It may include the development of a Professional Improvement Plan if necessary.

Definition of terms:

Visitation - A short visit of at least ten (10) minutes in duration. The purpose of a visitation is to allow the observer to develop a familiarity with the educational environment.

Observation - An observation will consist of at least a complete planned lesson/session. The purpose of an observation is data collection for performance review.

CRITERIA

1. All bargaining unit members will have a minimum of one (1) visitation per year. A visitation is at least ten (10) minutes long.
2. A non-tenured bargaining unit member will have a minimum of two (2) observations per year. All APPR criteria must be addressed annually. If during one observation an element is deemed unsatisfactory, this element must be readdressed during the next observation.
3. A tenured bargaining unit member shall have a minimum of one evaluation every three years.
 - a. This evaluation can be in the form of an observation, portfolio or self-assessment which must be agreed upon by the bargaining unit member and program administrator. (see teacher evaluation agreements).

SUMMATIVE PROCESS

The summative process is used to assess a bargaining unit member's skill and potential based on the formative process and/or other data sources. It will include the development of a Professional Improvement Plan if three (3) or more elements of the performance review are unsatisfactory. If one or two elements are unsatisfactory, suggestions for improvement will be included in the summative evaluation.

1. A summative evaluation by a building administrator/program director will occur annually for all non-tenured staff members.
2. The summative evaluation will be based on the bargaining unit member's performance during the school year and be consistent with the other information in the teacher's file. For teachers possessing a transitional or initial certificate, the teacher will be evaluated based on a portfolio review, which may include but is not limited to: a video of teaching performance, a sample lesson plan, a sample of student work, student assessment instruments and the teacher's reflection on his or her classroom performance. The program administrator will be responsible for the portfolio review.
3. The summative evaluation may include a conference at the request of either the evaluator or bargaining unit member.
4. Other data sources may be used in the summative evaluation process. Documentation of these other data sources will be given to the bargaining unit member.
5. The bargaining unit member will have the opportunity to make a written response on the summative evaluation form within seven (7) working days from its receipt.
6. The summative process will be completed no later than the last day of May.
7. It is understood that non-tenured bargaining unit members will be evaluated on all APPR criteria every year. Tenured bargaining unit members will be evaluated on all APPR criteria every three years. Bargaining unit members and program administrators will mutually agree upon the APPR criteria to be addressed.

Other data sources - Information gathered outside of the normal visitation/observation process, yet within the school environment, which is reflective of the bargaining unit member's skill and performance.

PROFESSIONAL IMPROVEMENT PLAN

A support team will be established for any bargaining unit member who is identified as unsatisfactory in three (3) or more elements of his/her performance. If a pattern of unsatisfactory performance in one or two elements continues after a second evaluation, a PIP will be generated.

The support team will be comprised of the following: program administrator and another bargaining unit member.

*The bargaining unit member will be selected by the program administrator and bargaining unit member (for whom the PIP is being written).

The Professional Improvement Plan Support Team will develop a plan that identifies areas of unsatisfactory performance and strategies to improve the bargaining unit member's performance.

The plan, developed by the Professional Improvement Plan Support Team, will include:

1. A narrative statement that identifies and clarifies the area(s) of weakness.
2. Strategies designed to improve the identified weakness(es). The strategies may include, but are not limited to:
 - the use of an outside resource person or specialist
 - the use of another administrator within the district
 - visits to other classrooms
 - staff development opportunities
3. A timeline that indicates the duration and schedule of events necessary to implement the strategies.
4. Materials and resources that are needed.
5. The administrator who identifies the bargaining unit member as unsatisfactory must be part of the Professional Improvement Plan Support Team.

The Professional Improvement Plan will follow the formative, summative or documentation that identifies the weakness(es) and become part of that plan.

The Professional Improvement Plan Support Team will review the progress made by the bargaining unit member as identified in the timeline and determine whether the plan should be modified, continued or terminated. This determination will be given to the bargaining unit member in writing and placed in the personnel file.

OSWEGO COUNTY BOCES
PROFESSIONAL IMPROVEMENT PLAN

DATE:

BARGAINING UNIT MEMBER:

BUILDING:

PROFESSIONAL IMPROVEMENT PLAN SUPPORT TEAM:

Program Administrator

Designated Bargaining Unit Member

REASON FOR PROFESSIONAL IMPROVEMENT PLAN:

PROFESSIONAL IMPROVEMENT PLAN:

List strategies to be used with an outline of expected outcomes, strategies and resources as well as a time line for the strategies to be implemented.

EXPECTED OUTCOMES:

STRATEGIES:

RESOURCES:

TIMELINE:

SIGNATURES:

Program Administrator

Date

Bargaining Unit Member

Date

Designated Bargaining Unit
Member

Date

Content Knowledge

Teacher demonstrates thorough knowledge of subject matter area and curriculum.

APPR Rubric

Element	Distinguished	Proficient	Basic	Unsatisfactory
Knowledge of discipline	Consistently demonstrates ability to relate content knowledge to other disciplines.	Demonstrates ability to relate content knowledge to other disciplines.	Demonstrates knowledge of the discipline being taught.	Demonstrates minimal knowledge of the discipline being taught.
Familiarity with _____ which includes the New York State Standards	Lesson(s) reflect(s) understanding of multiple curriculum levels.	Lesson(s) reflect(s) use of appropriate grade level curriculum and knowledge of previous and future grade level curricula.	Lesson(s) reflect(s) use of appropriate grade level curriculum.	Lesson(s) minimally reflect(s) knowledge of curriculum.

Preparation

Teacher demonstrates appropriate preparation employing the necessary pedagogical practices to support instruction.

APPR Rubric

Element	Distinguished	Proficient	Basic	Unsatisfactory
Knowledge of pedagogy	Consistently demonstrates search for best practices.	Demonstrates pedagogical knowledge that reflects current research on best practices.	Demonstrates pedagogical knowledge.	Demonstrates minimal knowledge of pedagogical issues.
Applies effective elements of instruction when planning lessons which include but are not limited to: ➤ Objective at correct level ➤ Teaches to objective ➤ Proper sequence of activities ➤ Monitors/adjusts ➤ Anticipatory set/introduction ➤ Closure ➤ Modeling ➤ Active participation ➤ Motivation	Demonstrates use of multiple model with a clear understanding of the instructional process.	Demonstrates clear understanding of elements of an effective lesson.	Uses elements of an effective lesson.	Uses minimal elements of an effective lesson.
Knowledge of learners	Demonstrates clear understanding of student's varied approaches to learning and demonstrates ability to match varied approaches to student needs.	Demonstrates and consistently applies different approaches to learning.	Demonstrates understanding of different approaches to learning.	Demonstrates minimal knowledge of different approaches to learning.
Resources for teaching/learning	Instructional materials and resources provide students the opportunity to initiate the choice, adaptation or creation of supplemental materials.	Instructional materials and resources enhance student understanding.	Instructional materials and resources are suitable.	Instructional materials and resources are unsuitable.

Classroom Management

Teacher demonstrates classroom management skills supportive of diverse student learning needs, which create an environment conducive to student learning.

APPR Rubric

Element	Distinguished	Proficient	Basic	Unsatisfactory
Teacher interaction with students	Interactions are collaboratively and mutually reinforced.	Interactions are relevant and developmentally appropriate.	Interactions are appropriate.	Interactions are inappropriate.
Instructional management	Students are working independently and assuming responsibility for productivity.	Tasks for students are managed so that students are engaged in learning.	Tasks for students are organized.	Tasks for students are minimally organized.
Expectations for student behavior	Expectations are infused in the culture of the classroom.	Expectations reflect support of the District Code of Conduct by students and teacher.	Expectations have been established and aligned with the District Code of Conduct.	Expectations are minimally aligned with the District Code of Conduct.
Management of the learning environment (resources of time, space, activities and support personnel)	Resources are creatively utilized.	Resources are utilized to accommodate various levels of learning.	Resources are utilized to support learning.	Resources are utilized ineffectively.

Instructional Delivery

The delivery of instruction results in active student involvement, appropriate teacher/student interaction and meaningful lesson plans resulting in student learning.

APPR Rubric

Element	Distinguished	Proficient	Basic	Unsatisfactory
Directions/procedures	Directions and procedures anticipate possible student misunderstandings.	Directions and procedures are clearly detailed.	Directions and procedures are clear.	Directions and procedures are confusing.
Presentation	Methods are adapted to meet student needs.	Diverse methods of presentation styles are used.	Activities engage students in the learning process.	Lecture based lesson(s) have minimal student interaction.
Critical thinking	Opportunities are provided for application and reflection.	Opportunities are consistently provided for application.	Opportunities are provided.	Minimal opportunities are provided.
Flexibility	Lesson delivery is spontaneously adjusted.	Lesson delivery is continually adjusted.	Lesson delivery is adjusted.	Lesson delivery is rigid.
Responsiveness	Student responses are used to create meaning.	Student questions are/or interests are incorporated.	Student questions are addressed.	Responses to student questions are minimal.
Pacing	Pacing is individualized.	Pacing of the lesson varies according to student understanding.	Pacing of the lesson is appropriate.	Pacing of the lesson is inappropriate.
Communication ➤ Writing ➤ Speaking ➤ Listening	Conveys and receives information for a variety of purposes and in multiple ways.	Conveys and receives information with a variety of audiences.	Conveys and receives information clearly.	Conveys and receives information ineffectively.

Student Development

Teacher displays knowledge of student development, understanding and appreciation of diversity and the regular application of developmentally appropriate instructional strategies for the benefit of all students.

APPR Rubric

Element	Distinguished	Proficient	Basic	Unsatisfactory
Characteristics of age group	Displays ability to adjust to ranges within the age group.	Displays thorough understanding of the age group.	Displays an understanding of the age group.	Displays minimal knowledge of the age group.
Varied approaches to student learning	Displays ability to diversify instruction.	Displays thorough understanding of varied approaches to learning.	Displays an understanding of varied approaches to learning.	Displays minimal knowledge of varied approaches to learning.
Student skills	Displays ability to address individual student needs.	Displays thorough understanding of student skills.	Demonstrates an understanding of student skills.	Demonstrates minimal knowledge of student skills.
Student interests and cultural heritage	Displays ability to address diversity in student interests and/or cultural heritage.	Displays thorough understanding of student interests and/or cultural heritage.	Displays an understanding of student interests and/or cultural heritage.	Displays minimal knowledge of student interests and/or cultural heritage.

Student Assessment

Teacher implements assessment techniques based on appropriate learning standards designed to measure students' progress in learning.

APPR Rubric

Element	Distinguished	Proficient	Basic	Unsatisfactory
Alignment with instructional goals	Provides multiple methods for student assessment.	Aligned with instructional goals and modified to meet individual needs.	Aligned with instructional goals.	Alignment with instructional goals is minimal.
Criteria and standards	Innovative assessments are used and clearly communicated.	Multiple methods of assessment are used and communicated.	Methods of assessment are clear and communicated.	Methods of assessment contain unclear criteria or standards.
Use for planning	Student self-assessments and reflections are used.	Student self-assessments are used.	Assessment results are used.	Use of assessment results is minimal.

Collaboration

Teacher develops effective collaborative relationships with students, parents or caregivers, as needed, and appropriate support personnel to meet the learning needs of students.

APPR Rubric

Element	Distinguished	Proficient	Basic	Unsatisfactory
Relationships with colleagues	Takes initiative in assuming leadership opportunities.	Exhibits support and cooperation in relationships with colleagues.	Maintains professional relationships with colleagues to fulfill the duties that the school or district requires.	Relationships with colleagues are non-productive.
Staff relationships that support the needs of students	Takes a proactive role in working as a team member.	Promotes a positive, respectful, professional relationship with appropriate staff.	Works with appropriate staff.	Is reluctant to work with appropriate staff.
Inclusion of families in the instructional program	Consistently includes families with ongoing follow-up.	Successfully includes families.	Makes frequent attempts to include families.	Makes minimal attempts to include families.

Reflective and Responsive Practice

Teacher will demonstrate that practices are reviewed, effectively assessed and that appropriate adjustments are made.

APPR Rubric

Element	Distinguished	Proficient	Basic	Unsatisfactory
Effectiveness of lesson	Makes a thoughtful, accurate assessment of a lesson's effectiveness, citing many specific examples from the lesson and relating them to best practices.	Makes an accurate assessment of a lesson's effectiveness and can cite specific references to support the judgment.	Has an accurate impression of a lesson's effectiveness.	Misjudges the success of a lesson.
Use in future teaching	Offers specific alternative approaches.	Makes specific suggestions for lesson improvement.	Makes suggestions for lesson improvement.	Makes minimal suggestions for lesson improvement.
Evidence of professional development	Seeks and leads opportunities for professional growth.	Seeks opportunities for professional growth.	Engages in professional development.	Shows minimal signs of engaging in professional development.

Oswego County BOCES
Post-Conference Formal Observation Form

SCHEDULED:	to	BARGAINING UNIT MEMBER:	DATE OF PRE-CONFERENCE:
UNSCHEDULED:	to	GRADE/POSITION:	DATE OF OBSERVATION:
INVITATION:	to	LESSON/ACTIVITY:	DATE OF POST-CONFERENCE:
EVALUATOR:	to	GROUP SIZE:	DATE OF RECEIPT OF REPORT:

D=Distinguished *P=Proficient* *B=Basic* *U=Unsatisfactory** *N/A= Not Applicable*

Content Knowledge

Knowledge of discipline _____

Familiarity with curricula _____

Preparation

Knowledge of pedagogy _____

Applies effective components of instruction when planning _____

Knowledge of learner _____

Resources for teaching/learning _____

Instructional Delivery

Directions/procedures _____

Presentations _____

Critical thinking _____

Flexibility _____

Responsiveness _____

Pacing _____

Communication _____

Classroom Management

Teacher interaction with students _____

Instructional management _____

Expectation for student behavior _____

Management of learning environment _____

Student Development

Characteristics of age group _____

Approaches to student learning _____

Student skills _____

Student interests and cultural heritage _____

Student Assessment

Alignment with instructional goals _____

Criteria and standards _____

Use for planning _____

Collaboration

Relationships with colleagues _____

Staff relationships that support the needs of students _____

Inclusion of families in the instructional program _____

Reflective and Responsive Practice

Effectiveness of lesson _____

Use in future teaching _____

Evidence of professional development _____

* Needs a professional improvement plan if three or more.

Description of Observation:

Areas of Strength:

Areas for Potential Growth:

Bargaining Unit Member's Comments:

Signature of Evaluator

Date

Signature of Bargaining Unit Member

Date

cc: Personnel (original), Supervisor and Teacher

Oswego County BOCES Summative Evaluation Form

STAFF MEMBER:

RECEIPT OF REPORT:

SCHOOL YEAR:

DATE(S) OF VISITATIONS:

APPOINTMENT:

POSITION:

EVALUATOR:

SCHOOL:

D=Distinguished

P=Proficient

B=Basic

*U=Unsatisfactory**

N/A = Not Applicable

Content Knowledge

Knowledge of discipline

Familiarity with curricula

Preparation

Knowledge of pedagogy

Applies effective components of instruction when planning

Knowledge of learner

Resources for teaching/learning

Instructional Delivery

Directions/procedures

Presentation

Critical thinking

Flexibility

Responsiveness

Pacing

Communication

Classroom Management

Teacher interaction with students

Instructional management

Expectation for student behavior

Management of learning environment

Student Development

Characteristics of age group

Approaches to student learning

Student skills

Student interests and cultural heritage

Student Assessment

Alignment with instructional goals

Criteria and standards

Use for planning

Collaboration

Relationships with colleagues

Staff relationships that support the needs of students

Inclusion of families in the instructional program

Reflective and Responsive Practice

Effectiveness of lesson

Use in future teaching

Evidence of professional development

The back of this form is provided for supervisors to elaborate on the

* Needs a professional improvement plan if 3 or more

Oswego County BOCES Summative Evaluation Form

Evaluator's Comment(s):

Staff Member's Comment(s):

This area may also be used to include any activities that have contributed to your professional development.

Signature of Evaluator

Date

Signature of Bargaining Unit Member

Date

cc: Personnel (original), Supervisor and Teacher

Self-Assessment

GUIDELINES

Self-assessment refers to a process that involves the videotaping of teaching episodes as well as a written summary of the videotaped lessons. It also provides a means for reflection and the opportunity for critiquing one's own teaching and evaluating the effectiveness of one's own lesson.

The self-assessment process is as follows:

- Teacher meets with program administrator to set goals and establish videotaping schedule.
- Teacher videotapes selected lesson(s).
- Teacher views videotapes.
- Teacher writes a reflection of the videotaped lesson(s).
- Post-conference will focus on this self-assessment based on the videotaped lesson(s) and written reflection.

The self-assessment will be evaluated using the rubrics established for the typical formative and summative process.

Teacher Evaluation Agreement

Self-Assessment

_____ agrees to develop a teacher self-assessment. This self-assessment will serve as an indicator of the successful completion of the teacher's and district's goals.

APPR Criteria

Content Knowledge	_____
Instructional Delivery	_____
Student Development	_____
Preparation	_____
Reflective and Responsive Practice	_____
Classroom Management	_____
Student Assessment	_____
Collaboration	_____

The criteria checked are included in the self-assessment. A written reflection on the areas selected is required. A review conference will be held.

Administrator

Teacher

Date

Date

Post-Conference Self-Assessment Form

Administrator Comments	Bargaining Unit Member Comments
Areas of strength:	Areas of strength:
Areas for potential growth:	Areas for potential growth:

Administrator: _____

Bargaining Unit Member: _____

Date: _____

Date: _____

cc: Personnel (original), Principal and Teacher

Teacher Portfolio

Guidelines

A teacher portfolio is a compilation of things a teacher has done both in the classroom and elsewhere. Portfolios are constructed by teachers to highlight and demonstrate their knowledge and skills in teaching. It also provides a means for reflection and the opportunity for critiquing one's work and evaluating the effectiveness of lessons or interpersonal interactions with students and/or colleagues.

A portfolio may include, but is not limited to:

- Teacher background
- Class description: time, grade and content
- Personal statement of teaching philosophy and goals
- Documentation of effort to improve one's teaching: seminars, programs
- Implemented lesson plans, handouts and notes
- Graded student work such as tests, quizzes and class projects
- Colleague observation records
- Photographs of bulletin boards, chalkboards, projects or classroom activities
- Special project
- Written reflections on teaching (required).

Ideally, a teacher portfolio is a document created by the teacher that reveals, relates and describes the teacher's duties, expertise and growth in teaching. A written reflection must explain how each component relates to the criteria. This must include how the portfolio helped the teacher grow as a professional including strengths and areas for potential growth.

The teacher portfolio will be evaluated using the rubric summative evaluation.

Teacher Evaluation Agreement

Portfolio

_____ agrees to develop a teacher portfolio. This portfolio will serve as an indicator of the successful completion of the teacher's and district's goals.

APPR Criteria

Content Knowledge	_____
Instructional Delivery	_____
Student Development	_____
Preparation	_____
Reflective and Responsive Practice	_____
Classroom Management	_____
Student Assessment	_____
Collaboration	_____

The criteria checked are included in the portfolio. A written reflection on the areas selected is required.

Administrator

Teacher

Date

Date

Post-Conference Portfolio Form

Administrator Comments	Bargaining Unit Member Comments
Areas of strength:	Areas of strength:
Areas for potential growth:	Areas for potential growth:

Administrator: _____

Bargaining Unit Member: _____

Date: _____

Date: _____

cc: Personnel (original), Principal and Teacher

