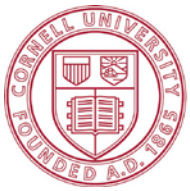

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Union: **Tompkins-Seneca-Tioga BOCES Teachers Association**

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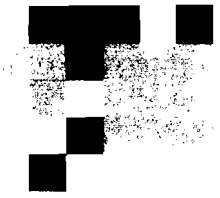
Teachers Association



555 Warren Road
Ithaca, NY 14850
(607)257-1551

A COLLECTIVELY BARGAINED

AGREEMENT

BETWEEN THE

CHIEF EXECUTIVE OFFICER FOR THE

TOMPKINS-SENECA-TIOGA
BOARD OF COOPERATIVE EDUCATIONAL SERVICES

AND

TOMPKINS-SENECA-TIOGA B.O.C.E.S.
TEACHERS ASSOCIATION

FOR THE SCHOOL YEAR

JULY 1, 2008 - JUNE 30, 2012

TOMPKINS-SENECA-TIOGA B.O.C.E.S.
TEACHERS ASSOCIATION CONTRACT

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CONTRACT AGREEMENT

Item 1. Implementation of Agreement

This **Agreement** is entered into July 1, 2008 between the Chief Executive Officer of the Tompkins-Seneca-Tioga Board of Cooperative Educational Services (hereinafter referred to as the **"District Superintendent"**) and the Tompkins-Seneca-Tioga BOCES Teachers Association (hereinafter referred to as the **"Association"**).

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.

Item 2. Recognition

A. Nature and Terms

The Tompkins-Seneca-Tioga Board of Cooperative Educational Services, having determined that the T-S-T BOCES Teachers Association is supported by a majority of the employees holding professional positions, (excluding Non-Affiliated Staff), recognizes that T-S-T BOCES Teachers Association is the representative of such employees for the purpose of negotiations regarding wages, hours, and terms and conditions of employment, in the settlement of grievances, and for all other lawful purposes under the laws of the State of New York. This recognition is pursuant to the New York State Taylor Law, and the duration of recognition shall be pursuant to Section 208 of that Law.

B. This **Agreement** and any mutually agreed upon Memoranda of Agreements shall constitute the full and complete commitments of the Tompkins-Seneca-Tioga BOCES to the T-S-T BOCES Teachers Association. The parties acknowledge that during the negotiations which resulted in this **Agreement**, each had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of collective negotiations, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this **Agreement**. This **Agreement** may be modified only by the voluntary consent of both parties, subject to ratification by the Board of Cooperative Educational Services and the Association.

C. Except as delineated by this **Agreement**, all functions of management shall remain with the administration and the Tompkins-Seneca-Tioga Board of Cooperative Educational Services. These management rights

will not impede implementation of the Part 100.11 Regulations of the Commissioner related to shared decision making.

Item 3. Agency Shop Fee

The Association will notify the District Superintendent by November 1 of each year of its intent to continue any legally required Agency Shop Fee for individuals covered by this Agreement who choose not to join the Association.

Item 4. Definitions

A. **"Chief Executive Officer"**
The District Superintendent of Schools.

B. **"Teacher"**
Professional bargaining unit members who are required to hold a license or certificate recognized by the State of New York for their position, who have direct contact with students, and who provide services to students in the form of classroom instruction, therapy, counseling, or training shall be deemed bargaining unit members. Also, the word "teacher" in this Agreement is used interchangeably with and means the same as "bargaining unit member".

Only interpreters hired prior to July 1, 2004 will be construed as members of this bargaining unit.

C. **"Negotiating Unit"**
Those professional bargaining unit members covered by the terms and conditions of this **Agreement**.

Item 5. Procedures for Conducting Negotiations

A. **Opening Negotiations**
Upon a request from either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set on or before the 31st day of January immediately preceding the expiration date of the current **Agreement**.

B. **Exchange of Information**
Both parties shall, upon request, furnish each other with copies of available information pertinent to the issue(s) under consideration. It is expected that due rights of confidentiality and legality will be adhered to.

C. The parties may call upon consultants to assist in preparing for negotiations and to advise them during conference sessions. The expense of such consultants shall be borne by the party requesting them.

D. **Reaching Agreement**
When consensus is reached on an item under discussion, the proposed wording should be stated in writing, initialed by the parties, and submitted for appropriate ratifications when negotiations are completed. Following ratification, the full written **Agreement** shall be signed by the President of the Association, and by the District Superintendent of Schools acting as Chief Executive Officer for the Board of Cooperative Educational Services.

Item 6. Health and Dental Benefits

A. Effective July 1, 1995, the Board of Cooperative Educational Services will provide health benefit coverage for bargaining unit members employed half-time or more, under the T-S-T BOCES Health Benefits Cooperative Fund, (Blue Cross/Blue Shield Premium Credit Plan or its equivalent), and at the following contributory rates:

Family Plan	Individual (Hired Before 7/1/01)	Individual (Hired After 7/1/01)
Teacher ...25%	Teacher ...10%	Teacher ...25%
District 75%	District 90%	District 75%

Bargaining unit members employed half-time or more shall be entitled to the same contributory rate and coverage for health benefits as full-time bargaining unit members. They shall also have identical benefits to full-time bargaining unit members at time of retirement. For bargaining unit members employed less than half-time, the BOCES contribution will be a percentage of the total premium equal to the percentage of time employed.

The Board of Cooperative Educational Services will provide a *15%* Co-Pay drug prescription rider, with a $0 Co-Pay for generic drugs. The deductible levels for major medical expenses will be $100 for individual coverage, $200 for a family of two, and $300 for a family of three (3) persons or more.

When a bargaining unit member resigns at the end of the school year, health insurance benefits will continue for 60 days at the same rate of contribution unless canceled in writing by the bargaining unit member. If the resignation is during the school year, premium contributions by the BOCES and benefits cease at the end of the month of resignation.

B. Dental benefits will be available for bargaining unit members at the same rates of contribution as for health benefits. The plan will be the

T-S-T BOCES Self-Funded Dental Plan, or equivalent, including the student rider.

A 25% increase to all current dental reimbursements will be effective as of the 2008-2009 school year with no premium increase.

C. A Flex-Benefit Plan is available.

D. An employee on unpaid leave of absence who works less than one-half of the workdays in any month(s) must pay the full health and dental benefit premiums except for circumstances covered by the Family and Medical Leave Act of 1993. If a 10-month employee takes a leave of absence during one school year, BOCES will pay its normal share of health insurance premiums for the months of July and August. If the leave includes any part of June and any part of the following September, the employee is responsible for the entire health insurance premium for July and August, unless provisions of the Family and Medical Leave Act apply.

E. Both parties agree that the cost of health and dental benefits was a factor in determining the final negotiated Agreement.

Item 7. Leaves of Absence

A. **Short-term Absence**
The primary obligation of a teacher is to teach. Teaching can only be accomplished successfully with regular and energetic attendance.

1. **Available Leave Days**
   a) The total annual amount of 12.5 leave days, available at the beginning of the school year, are earned at a rate of 1.25 leave days per month. For those bargaining unit members employed less than full-time, Leave Days are prorated at the percentage of time worked. If employment terminates before June 30 and all available Leave Days have been used, the overpayment will be deducted from the final paycheck at the rate of 1/185 of the annual salary for each such day.

   These days may be used for the following reasons:
   - Personal illness, injury, medical/dental appointment, or quarantine at home by order of a qualified physician.
   - Family illness and/or death.
   - Observance of religious holidays. Leave Days for religious observance are deducted from Leave Day accumulations, and may not be claimed for payment at the end of the year or at time of retirement. They do not, however, jeopardize achieving the eligibility standards for the

- retirement stipend that is based on attendance (see Item 6.J.1.).
- Personal business is a transaction or event of immediate or pressing importance which cannot be rescheduled because of significant involvement of the individual applying for leave and other professional parties or institutions, including but not limited to: acceptable business transactions, house/property closings, legal litigation, court appearance, sensitive personal matters, divorce proceedings, personal emergencies, traffic accidents, special events, graduation ceremonies for self or immediate family.
- Adoption leave not to exceed a maximum of 10 consecutive days.
- Paternity leave not to exceed a maximum of 10 consecutive days. (Additional adoption or paternity leave days may be taken for extenuating circumstances only upon written request to, and written approval by the District Superintendent.)
- Maternity leave limited to the time allowed as approved by a qualified medical doctor.

b) The use of leave days for personal business requires the prior notification of the direct supervisor. A general reason, to the level of specificity referenced above, will be provided. Unless a case of extreme hardship exists, as agreed to by the District Superintendent upon the bargaining unit member's return, this notice will be given 48 hours in advance.

c) Leave Days may accumulate to a maximum of 250 days.

d) Absence in excess of five (5) consecutive days may require medical, legal, or psychiatric evidence that such absence was necessary. Such evidence may be requested by the District Superintendent or designee, and will be evaluated by the District Superintendent.

e) After a total of 6 or more days of absence during the year, the Administration may at its discretion hold a formal conference to review a bargaining unit member's absences.

f) Absence for reasons other than personal illness, family illness or death in the family on the day(s) immediately preceding or the day(s) immediately after a holiday or vacation period require prior written notification of the Department Director and approval of the District Superintendent.

g) Personal business does not apply to weather-related or travel emergencies such as airlines that don't meet their timelines.

h) Payments for unused Leave Days:

Any bargaining unit member who starts the current school year with at least 50 accumulated Leave Days from prior years, and who uses 2 or fewer Leave Days during the current school year, may request compensation as follows:

- For up to 75% of the unused Leave Days earned during the current year, the staff member will be paid a one-time payment in an amount equal to 35% of his/her current year's daily rate (1/185 of the annual salary).

- Any days for which compensation is received will be deducted from future total Leave Day accumulations. The remainder of annual leave days for which no compensation is received is added to the total accumulation. If a bargaining unit member trades in leave days for a yearly payment, those days do not count against that member at the time of retirement in regards to their retirement stipend. (See Item 16.J.)

- Requests must be submitted **by the last day of school in June.** The payment will be made during the month of July. For any teacher who does not have direct deposit, the teacher must make specific arrangements either to pick up the payment or to have it mailed.

2. **Extended Sick Leave Allocation**

The Board and the Association endorse the availability of sick leave protection for bargaining unit members who have illnesses that extend beyond personally accumulated sick leave in a school year.

The guidelines are as follows:

a) The Extended Sick Leave Allocation will be 150 days, reestablished annually by the Board.

b) Anyone wishing to apply for Extended Sick Leave Allocation must first exhaust his or her personal accumulation of leave time. Additional days granted from the Extended Sick Leave Allocation may not extend

beyond a school year other than the year of extended illness.

c) Any bargaining unit member who is awarded days from the Extended Sick Leave Allocation will be required to pay back 50% of the number of days awarded. The schedule of the payback will be determined the bargaining unit member and the District. Payback will be made during the next school year unless otherwise approved by the District Superintendent.

d) Leave days from the Extended Sick Leave Bank will be distributed at the discretion of the Executive Committee upon request in writing by the bargaining unit member and with approval by the District Superintendent.

e) A written summary report of the Executive Committee's decisions must be delivered to the Board of Cooperative Educational Services and the Executive Committee of the Association annually, not later than the regular August meeting of the Board.

3. **Personal Business – Without Pay**

Personal business days without pay may be granted at the discretion of the District Superintendent in cases of special need.

Requests for personal business days without pay shall be in writing, and must include the reason for and period of absence. At least **three (3) school days** notice is customary, except in emergency situations.

4. **Jury Duty and Required Court Appearances**

When it is necessary for any bargaining unit member covered by this Agreement to serve on a jury, the bargaining unit member shall be paid the difference between the fee(s) paid as a juror and the employee's regular salary for each day. Money received by an employee for mileage will not be considered for such computation. Absence for jury duty or when required to testify in a court of law will not be deductible from accrued leave.

Required appearance for hearings or court appearances in which the employee is either the plaintiff or defendant require the use of a Leave Day(s) or leave without pay. In the event the bargaining unit member can reasonably return to work for one-half day he/she will do so.

5. **Severe Weather Closings**

When classes at the main campus of T-S-T BOCES at 555 Warren Road and the T-S-T Community School at Elmira Road are cancelled due to weather conditions, bargaining unit members will not be expected to work unless there is a pre-scheduled conference or workshop day which constitutes at least half a day contingent on weather conditions that allow safe travel.

Bargaining unit members who work in component school district schools or at locations other than the T-S-T BOCES main campus and T-S-T Community School will follow the school closing, delay, or early dismissal procedures of the school or location where they work.

Bargaining unit members with pre-arranged leave days will not be docked for that day when school is closed due to severe weather.

B. **Long-Term Absence**

1. **Absence Without Pay**

a. Extended absence without pay may be granted to bargaining unit members. Requests for such leave will be made to the District Superintendent as early as possible, and under no condition later than May 1 of the school year preceding the year for which the leave is requested. As a matter of courtesy and communication, immediate supervisors should receive copies of leave requests. Leave requests should be reasonably explicit about dates and rationale. Such leave shall be for **a maximum of three years**. Bargaining unit members on leave without pay may continue with the current health and/or dental benefit plan by paying the full cost of the health and/or dental benefit premiums. The bargaining unit member will not accumulate additional leave days during a leave without pay. Unused accumulated leave days will be retained.

b. A bargaining unit member shall return to the original or similar teaching position, unless the position is abolished. In the event of a reduction in force, Education Law 3013 will apply.

c. If the leave is approved, the bargaining unit member cannot return prior to the end of the approved leave date without prior approval of the District Superintendent.

d. If the leave is for fewer than 93 school days, there will be no penalty to salary upon return, except for any credit for work experience in a salary "formula." If the leave is for 93 or more school days, the salary increase for the subsequent school year (or year of return if the leave includes 2 or more school years) will be prorated and based upon the amount of time actually worked.

2. **Special Leave (Teacher - Other Agency)**

a. T-S-T Board of Cooperative Educational Services, upon recommendation from the District Superintendent, may grant a tenured teacher a special one (1) or two (2) year leave of absence without pay. The leave will be one (1) or two (2) complete school years, i.e., September 1 - June 30, without pay or employee benefits.
Example: Special Leave applies to Peace Corps, VISTA, National Teaching Corps, Exchange Teacher Programs, service in public office.

b. Evidence of approved employment will be presented to the District Superintendent on return from the leave by the agency that employed the teacher. If accepted, the year(s) of experience will be credited toward salary upon the bargaining unit member's return, except in the case of public office.

c. When applying for the Special Leave, the bargaining unit member will present a plan of tentative activities.

d. The bargaining unit member shall return to the original or similar teaching position, unless the position is abolished. In the event of a reduction in force, Education Law 3013 will apply.

e. If the Special Leave exceeds one (1) full semester, the bargaining unit member shall give the District Superintendent a forty-five (45) school day advance written notice of intent to resume the teaching assignment.

f. A bargaining unit member on Special Leave will not accumulate additional leave days during the Special Leave. Unused accumulated leave days will be retained.

3. **Parental Leave**

a. 1. Bargaining unit members shall be entitled to a parental leave of absence without pay for the purpose of child-rearing.

2. The length of a parental leave shall not normally exceed four (4) semesters.

3. Except in emergencies, the bargaining unit member must submit a written request for parental leave to the District Superintendent forty-five (45) days prior to the time the leave is to commence.

4. Except in emergencies, a bargaining unit member shall notify the District Superintendent *in writing* of an intention to return to work at least forty-five school (45) days prior to the resumption of duties.

5. Under normal conditions, the resumption of a bargaining unit member's employment shall correspond with the start of a new semester.

b. A bargaining unit member on parental leave may continue with the current health and/or dental benefit plans by paying the full cost of the health and/or dental benefit premiums. BOCES will pay its share of health and dental benefit premiums for continued coverage under the required provisions of the Family and Medical Leave Act of 1993 (normally up to 12 weeks).

c. A bargaining unit member shall return to the original or similar teaching position unless the position has been abolished. In the event of a reduction in force, Education Law 3013 will apply.

d. The bargaining unit member will not accumulate Leave Days during a parental leave. Unused accumulated days will be retained.

e. The returning bargaining unit member will be entitled to salary increases as per item 7.B.1.d. of this **Agreement** (Long-Term Leave of Absence) the following year.

f. The conditions of parental leave also apply to adoption of children.

4. **Extensions of Parental Leave**

Following a bargaining unit member's return from parental leave as provided above, and during a period not to exceed two (2) years from when the child was born or adopted, the bargaining unit member may apply to the Board of Cooperative Educational Services for additional parental leave under the following conditions:

a. Circumstances necessitating the request arose after the notice of intention to return and could not have been anticipated prior to that time.

b. Those circumstances are where health or welfare of the child is involved, and the parent is required to give personal attention.

5. **Family Medical Leave Act (FMLA)**

It is recognized by the parties that the Family Medical Leave Act of 1993 (FMLA) provides for certain leave benefits in relation to a bargaining unit or member of that person's family. This agreement is to be construed in accordance with the provisions of the FMLA, as amended or interpreted from time to time. In case of any inconsistency or incongruity between the provisions of this contract and the FMLA, provisions of the FMLA control.

Item 8. Grievance Procedure

A. **Purpose**

To establish procedures under which the Teachers Association may present grievances, free from coercion, interference, restraint, discrimination or reprisal, and to seek at the earliest possible administrative level equitable solutions to alleged grievances.

B. **Definitions**

1. "Employer" -- The Tompkins-Seneca-Tioga Board of Cooperative Educational Services.

2. "Aggrieved Employee" -- The Association and/or any person or group of persons in the bargaining unit represented by the T-S-T BOCES Teachers Association.

3. "Supervisor" -- Any person excluded from the bargaining unit who is assigned to exercise any level of supervisory responsibility over the employees.

4. "Grievance" -- A claim by any bargaining unit member or group of bargaining unit members based upon any event or condition affecting their terms and conditions of employment shall be limited to any claimed violation, misinterpretation, or misapplication of this **Agreement**.

C. **Basic Standards and Principles**

1. The Teachers Association shall have the right to present grievance(s) to the administration in accordance with the provisions of this procedure, free from interference, coercion, restraint, discrimination or reprisal, and the grievance procedure established under this procedure shall provide the right to be represented at all stages thereof.

2. It shall be a fundamental responsibility of supervisors at all levels, commensurate with the authority delegated to them by their supervisors, promptly to consider and to take appropriate action upon grievances presented to them by employees under their supervision. To such extent as is practicable, appropriate authority shall be delegated to such supervisors to enable them to carry out the purposes of this procedure.

3. The Board of Cooperative Educational Services and the Association agree to facilitate any investigation that may be required and to make available any and all material and relevant documents, communications, and records concerning the alleged grievance.

4. An aggrieved employee shall have the right at all stages of a grievance to confront and cross examine all witnesses called against that employee, to testify and to call witnesses on his or her own behalf, and to be furnished with a copy of any minutes of the proceedings which may be taken, except as otherwise provided in this article.

5. The grievant may select an Association member of whomever he or she chooses for representation at Stage 1, 2, or 3 of this grievance procedure.

6. The existence of the procedure hereby established shall not be deemed to require any bargaining unit member to pursue the remedies here provided and shall not, in any manner, impair or limit the right of any teacher to pursue any other remedies available in any other forum.

7. No written grievance will be entertained as described below, and will be deemed waived unless written grievance is forwarded at the first available stage, within twenty (20) school days after the occurrence of the act or condition on which the grievance is based.

8. If the decision at one stage is not appealed to the next stage or the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under the **Agreement** shall be barred.

9. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved employee, his or her representative, 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.

D. **Grievances: Procedural Requirements and Appeals**

1. **Stage 1**

The first procedural stage shall consist of the aggrieved employee's presentation of the alleged grievance to an immediate supervisor who shall, to such extent as the immediate supervisor may deem appropriate, consult with the aggrieved employee for the purpose of resolving the grievance within five (5) school days after the receipt of the grievance. The discussion and resolution of grievances at the first stage shall be on an informal basis. If such grievance is not satisfactorily resolved at the first stage as described above, it shall be reduced to writing and presented to the immediate supervisor within five (5) school days following conclusion of discussion and consultation. The immediate supervisor shall render a decision in writing to the aggrieved employee, and/or representative and the Association within five (5) days of receipt of the written grievance.

2. **Stage 2**

The second procedural stage shall consist of a written appeal by the aggrieved employee to the District Superintendent or his duly authorized designee within five (5) school days of the receipt of the written decision from Stage 1. The District Superintendent may request a written statement setting forth the specific nature of the grievance and the decision rendered at Stage 1. Within ten (10) school days following the submission of such appeal, the District Superintendent or duly authorized designee shall hold a hearing at which the employee and/or a representative may

appear and present oral and written statements or arguments. The final determination of the second stage of such grievance proceeding shall be made by the District Superintendent in writing, to the aggrieved party and/or representative and the Association within five (5) school days after the conclusion of the hearing.

3. **Stage 3**

Any aggrieved employee dissatisfied with the determination of the grievance at the second procedural stage may appeal to the Board of Cooperative Educational Services within five (5) school days following receipt of the written decision at Stage 2. The aggrieved employee shall be granted a hearing before the Board on such appeal. The hearing shall be conducted in executive session, within one (1) calendar month of the receipt of such appeal. The Board shall render its decision in writing, not later than ten (10) school days after the hearing.

4. **Stage 4**

After such hearing, if the aggrieved employee is not satisfied with the decision at Stage 3, and the Association determines that the grievance is meritorious, it may submit the grievance to arbitration by written notice to the Board of Cooperative Educational Services within ten (10) school days of the receipt of the decision from Stage 3.

Within five (5) school days after such written notice of submission to arbitration, a request for a list of arbitrators will be made by the Teachers Association to the American Arbitration Association by the Association. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

The arbitrator will hear the matter promptly and will issue a decision as promptly as possible after the date of the close of the hearing. If oral hearings have been waived, the decision should be relative to the date the final statements and proofs are submitted.

The arbitrator's decision will be in writing and will set forth findings of fact, reasoning, and conclusions on the issues. The decision of the arbitrator shall be final and binding upon all parties.

The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement.

The costs of the services for the arbitrator will be borne equally by both parties.

Item 9. Association Rights

A. Use of School Facilities

1. The Association may use campus building(s) for Association business in accordance with Board Policy and regulations by completing room and building request forms.

2. There will be faculty bulletin boards in the Powell and the Smith Buildings on campus and at the Community School for the exclusive use of the Association.

3. The present policy which permits the Association to use interschool mail facilities, faculty mailboxes, email, and internet facilities will be continued.

4. The Association will, upon request, be allotted up to twenty (20) minutes for Association business during each half-day faculty conference, seminar, or workshop.

5. The Association will be permitted to use, for Association business, computers, printers and other office equipment, in accordance with appropriate regulations. The Association will defray the costs involved.

B. Release Time for Association President

Every effort will be made to provide flexible after school scheduling freedom from ordinary obligations for the Association President, so that he or she may effectively discharge the duties of that office. Certain obligations (e.g., parent or student conferences, faculty meetings) take precedence in these efforts.

C. Association Leave

With 24 hours' prior notification to immediate supervisors, Association officers, committee members, and other designated representatives will be granted paid leave time for the purpose of carrying out Association business. The total number of days available to the Association for Association Leave will not exceed twelve (12) in any July 1-June 30 school year.

Item 10. Teacher Evaluation and Personnel Files

A. Evaluation

Commissioner's Regulations require that the performance of all professional personnel will be reviewed annually. Teachers will be evaluated according to guidelines in the Annual Professional Performance Review (APPR) plan adopted by the Board in July of 2008. The APPR is incorporated by reference and cannot be modified, added to, or deleted from without the mutual written agreement of both the Association and District. *(See attached APPR Document)*

B. Personnel Files

The official personnel file for each bargaining unit member shall be maintained in the BOCES Central Office. A member of the bargaining unit may make an appointment to inspect his or her official personnel file, with a Central Office employee present, and may copy any information in that file with the first twenty copies being free and any additional copies beyond that at a charge of 25 cents per page. Pre-employment information is exempt from this inspection, as is any subsequent privileged information such as a letter of reference to a prospective employer or placement file.
A bargaining unit member does have the right to have an Association representative or other individual present during an inspection of the personnel file. Material in that file may not be removed, but bargaining unit members may place rebuttal statements in the file, attached to the material of concern.

Before any derogatory material is placed in an official personnel file, the bargaining unit member will be given a copy of the material and shall be offered the opportunity to sign the material. **The signature signifies ONLY that the material has been reviewed, and does not necessarily indicate agreement with the contents.**

Item 11. Discipline and Dismissal

A. A bargaining unit member shall be afforded an opportunity to request the presence of an Association representative in any case when an administrator or supervisor has specifically requested a conference for disciplinary reasons.

B. In the event that the performance of a bargaining unit member is judged to be unsatisfactory, that bargaining unit member will be provided with a written statement to that effect. A meeting will be scheduled between the immediate supervisor and the bargaining unit member for the purpose of designing procedures by which performance

could be improved in order that employment could be continued. These suggested procedures should be established in writing.

C. Procedure when tenure is not to be granted at the conclusion of the probationary period, or when services are to be discontinued at any time during the probationary period, shall comply with due process as outlined in Education Law, Section 3031.

D. Procedure when the services of a tenured teacher are to be discontinued for sufficient cause shall comply with Sections 3014, 3020, 3020-a, and any other pertinent sections of Education Law.

E. No bargaining unit member will be disciplined or discharged without due process, as defined in appropriate sections of Education Law.

Only Tompkins-Seneca-Tioga Board of Cooperative Educational Services administrators can propose and carry out this due process.

Item 12. Workday, Work Year, and Staff and Program Development Activities

A. Workday

Bargaining unit members shall follow the school calendar of the building in which they work. They also shall follow the workday schedule of the building in which they work (on the BOCES campus and in BOCES-owned locations elsewhere, this means a minimum of 7 hours and 15 minutes per day). For any staff member who is expected to work beyond 7 hours and 20 minutes, the time shall be compensated at the percentage of their daily rate (1/185 of the annual salary) that additional work time represents.

If part time bargaining unit members are expected to work extra time beyond their work day, they will be paid at the percentage of their daily rate (1/185 of the annual salary) that additional work time represents.

B. Flex Time

Any bargaining unit member who wishes to use flex time will submit a written request to their direct supervisor. The request will be approved by the Director and District Superintendent before implementation.

C. Work Year

No bargaining unit member shall be required to work more than 185 days. If the school calendar exceeds 185 days and not all emergency closing days have been used during the year, any days beyond 185 will

be scheduled as additional vacation days and will be prior to the last day of school of that school year as mutually agreed upon by the Superintendent and the Association President.

D. **Staff & Professional Development Plan**

The Association and T-S-T BOCES are committed to an aggressive and unique program of staff and program development. The guidelines are:

1. All Staff and Professional Development Plan applications must support departmental goals.

2. These applications approved, facilitated and monitored by a collaborative team made up of department team leaders or designees and their direct supervisors.

3. Each bargaining unit member will have an assigned Team Leader to represent them. Team Leaders will be bargaining unit members selected by the direct supervisors.

4. For the year 2008-2009 the allocation of funds will be $32,000

   - for the year 2009-2010 the allocation of funds will be $32,500.
   - for the year 2010-2011 the allocation of funds will be $33,000.
   - for the year 2011-2012 the allocation of funds will be $33,500.

5. Each bargaining unit member may apply for staff and professional development funding which is available to cover conferences, purchases or activities to support novel educational approaches, pilot projects, and/or up to five (5) days of approved projects during a school year. Approved project days for which per diem will be paid must be outside the regular workday. Each day of project experience must be approved in advance, using the approved departmental process.

6. Staff & Professional Development Plan applicants will be paid a one-time payment for 1/185th of current annual salary for each workday for each approved project. This amount will be prorated as appropriate for partial days.

7. Stipends will be credited as soon as possible after the completion of a project within the normal routines of payroll procedure.

8. Any employee who had Staff and Program Development Days added to their base salary before July 1, 2004 will continue to have those days added to their base salary formula at a rate of $100.00

per day. No additional days may be added to the base salary after June 30, 2004.

E. **Conference Attendance**

Bargaining unit members shall attend conferences contingent upon the availability of funds and the value of the conferences to the school system. Priority will be given to conference activities supporting department goals. The District Superintendent will approve or disapprove such requests. The District will budget funds by department for conference attendance.

In the interest of broad dissemination of information on professional workshops and conferences, the BOCES shall transmit to the Association President or designee appropriate literature, notices, circulars, web links and flyers concerning professional conferences and workshops.

Any or all professional conference/workshop materials that the Association President or designee thinks appropriate shall be duplicated at Board of Cooperative Educational Services' expense.

F. **Interpreters at Events Beyond Normal School Day**

Interpreters are required to provide services for students who elect to participate in required, school-sponsored events that occur beyond the school day. Interpreters will be paid an hourly rate commensurate with their daily rate (1/185 of the annual salary) for all direct interpreting services required for the event.

The Interpreter is responsible for insuring that all ADA requirements for the event are arranged (*e.g.*, TTY, Close Captioning in hotel room).

Interpreters will be assigned to events in the following priority order:

1. the BOCES Interpreter who regularly interprets in the classroom or for the organization sponsoring the event unless excused by his/her supervisor;
2. the Interpreter with the most seniority who works in the same building with the student and who volunteers;
3. another Interpreter with most seniority who volunteers.

If the above sequence does not produce a volunteer, the least senior Interpreter will be assigned by the Supervisor using the following sequence:

1. another Interpreter who works with the student;
2. another Interpreter who works in the same building with the student;

3. another BOCES Interpreter.

Item 13. Conditions of Employment

A. Working Conditions

Bargaining unit members who believe they are working in unsafe and unhealthy conditions are expected to confer with an immediate supervisor. If the bargaining unit member is unsatisfied with the response at that level, that bargaining unit member's views should be committed to writing and taken directly to the District Superintendent. The bargaining unit member may invite a representative from the Association to be present at either level of discussion.

B. District Wide Safety Team

The Association shall be given representation on the District-Wide Safety Team. The Superintendent or his/her designee will ask for volunteers from the Association.

C. Freedom to Perform Professional Duties

Bargaining unit members shall be free to perform their professional duties without fear of assault or reprisal by any individual or group of individuals. Members shall not be discriminated against based on religion, sexual orientation, race or ethnicity.

If violence or threat of violence to bargaining unit members and/or students is implied by the words or actions of any individual or group of individuals, the bargaining unit member shall have the right to remove said student or students from class, within the framework of Board Policy and Commissioner's Regulations.

D. Policy Manual

The Board's Policy Manual is available online to all Association members through the TST BOCES website.

E. Access to Telephone

Bargaining unit members shall have access to a telephone whenever the bargaining unit member has no assigned duties and responsibilities. All bargaining unit members must use their personal telephone codes for all personal calls costing BOCES additional charges beyond the standard plan in use. These charges will be billed to the bargaining unit member.

F. **Lunch Period**

Each bargaining unit member shall be provided a thirty (30) minute duty-free lunch period daily.

"Duty-free" shall be defined as freedom from

- supervision of students,
- planning or preparation
- conferences with parents, supervisors, or other personnel or
- other duty that infringes upon the bargaining unit member's lunch period.

During this period the bargaining unit member may leave the building.

G. **Preparation Time**

The administration will make every possible effort to provide each bargaining unit member with a daily preparation time. In the event scheduling problems prohibit a daily preparation time, the bargaining unit member will have the schedule adjusted to insure a minimum of 150 minutes weekly for purposes of preparation. This allowance will be prorated for shorter weeks.

H. **Tenure**

Members of the professional bargaining unit shall be considered for tenure in accordance with appropriate Law of the State of New York. Part-time bargaining unit members will be granted tenure, assuming that the usual standards of evaluation have been applied and assuming that the accumulated part-time service totals the equivalent of three (3) full years of employment in consecutive years.

I. **Leaving Employment**

Bargaining unit members who may have reached a decision to leave employment with the BOCES should inform the District Superintendent of this decision as soon as possible.

J. **Transfer of Employment**

The District Superintendent or designee should communicate, in writing, with bargaining unit members about proposed reassignments and/or changes of assignment location for the next school year within ten (10) calendar days of the decision to reassign.

The District Superintendent reserves the right to alter assignments if component districts have to change their numbers of students, but affected bargaining unit members will receive a personal written notice of these alterations once the alterations have been decided.

When an involuntary transfer or reassignment is necessary, every effort will be made by the immediate supervisor to directly communicate with the teacher involved. The teacher will be notified of the reasons for reassignment.

In the event of a transfer to a position within a new tenure area, seniority shall accumulate as prescribed in Part 30 of the Rules of the Board of Regents.

In transferring a program to or from BOCES, conditions of program and/or individual teacher's status shall be communicated between the local school district and BOCES. New York State Law shall prevail (Section 3014-a and 3014-b).

Any bargaining unit member is entitled to apply to any open position in the organization for which they are qualified. Consideration will be given to hiring from within.

K. **On-the-Job Injury and Workers' Compensation**

In the event of an on-the-job injury or occupational disease which clearly falls under the guidelines of New York State Workers' Compensation, there shall be no deduction from Leave Day accumulations for any of the first 5 workdays if verification of the injury/illness and inability to work is provided from a physician.

Leave Days must be used for any days in excess of 5 for a single injury/occupational disease. Any Leave Days that are used as a result of an on-the-job injury or occupational disease shall be reinstated to the employee's accumulated Leave Days based on the extent to which BOCES is reimbursed for salary during the teacher's absence. (This shall be computed by dividing the daily rate (1/185 of the annual salary) of the teacher into the total reimbursement: the quotient will equal the number of days to be reinstated to Leave Days. Fractions less than one-half will not be credited; fractions one-half or greater shall be credited as a full day.)

Any disability compensation award other than salary payment shall go directly to the teacher.

In the event that there is a disagreement over whether or not the injury or disease is occupationally related and falls under the Workers'

Compensation guidelines, the Extended Sick Leave Allocation Committee will make an informed decision utilizing the appropriate sections of Workers' Compensation Law and advice from the Workers' Compensation carrier.

BOCES will pay its share of the health/dental/prescription premium for a period up to one year if a teacher is out from work due to an on-the-job injury or occupational disease.

L. **Class Size**

Special education classes for exceptional children shall follow the class size recommendations established in State Regulations, and shall deviate from those Regulations only for very brief intake times or only through authorized waivers, obtained in accordance with the Regulations.

M. **Related Services Sessions**

Every effort will be made to keep sessions for related services at or below nine (9) sessions per day.

N. **Release Time for IEP's**

Individual Education Plans (IEP's) are created for exceptional children each school year, followed by progress reports at various times through-out the year. Bargaining unit members responsible for IEP's and progress reports shall have a half-day of released time during each of these reporting times. Whenever possible, their duties will be covered by other staff, but substitutes will be obtained whenever necessary.

O. **Procedures for Seniority and Credit Toward Tenure**

1. Any bargaining unit member covered by the negotiated Agreement who is employed **half-time or more (at least .5 FTE)** and who is not a long-term substitute will be eligible to accumulate seniority.
2. Seniority may accumulate only in the tenure area in which a person is appointed.
3. Any part-time bargaining unit member who is a long-term substitute (employed for a semester or more) and who is appointed to a probationary appointment at the immediate conclusion of employment as a long-term substitute will have the employment as a long-term substitute counted toward seniority if service is in the same tenure area.

4. Any bargaining unit member who has an interruption of employment for one or more of the following reasons will have his/her seniority accumulate for the periods of employment prior to and after the interruption of employment (the period of interrupted service will not count toward seniority):

   - leave of absence without pay formally granted by the District Superintendent and/or Board of Cooperative Educational Services;

   - termination as a result of abolition of position and subsequent rehiring within the period of preferred eligibility under Education Law, Section 3013.

5. A paid leave of absence (for example: for medical reasons) will not be considered an interruption of employment, and seniority will continue to accumulate during the period of the leave of absence.
6. All seniority will be prorated and based upon the percent of time worked. Seniority will be based upon number of months worked. Twelve (12) months of seniority shall be credited for one full year of work from September through June. Additional work during July, August, or any other school recess period will not accumulate seniority. Service of less than one month within one calendar month shall be credited in days and based upon the actual number of days worked.

P. Supervision and Evaluation

Supervision of bargaining unit members working in local school districts **will be coordinated by** BOCES administrators. Bargaining unit evaluation may be done at the discretion of local building and/or school district administrators.

Q. Job Sharing

The BOCES and the Association are receptive to the idea of job sharing. Requests for job sharing will be carefully evaluated, looking at such critical issues as continuity of instruction, duplication of benefits (e.g., a second health insurance), accumulation of seniority, progress toward tenure distribution of leaves (e.g., sick, personal, and family leaves), and access to such benefits as mini-grants, retirement stipends, and health insurance in retirement. Recommendations will go from the District Superintendent to the Board, whose decision will be final and not subject to the grievance procedures.

Item 14. Summer Employment

The annual salary for bargaining unit members is based upon a ten-month agreement. Terms, salary, and employment conditions of additional summer employment shall be established commensurate with duties and responsibilities for employment in a professional capacity. Any bargaining unit member employed in any capacity other than professional will be compensated commensurate with that assignment.

Bargaining unit members will be assigned to summer school positions in the following priority order:

1. Bargaining unit members who have worked previously in our summer school, based on summer school seniority at BOCES within their job classification.
2. Bargaining unit members who have not worked previously in our summer school, based upon seniority at BOCES within their job classification.
3. If two or more individuals have exactly the same seniority, then the Supervisor will make a final selection.

Bargaining unit members who commit themselves for teaching employment in the summer months prior to February 14th will be paid at the rate of 1/185th of current annual salary times the number of days employed. Subsequent hires will be paid at the rate of 1/200th per day. All other applicable benefits of this **Agreement** will be applied in a prorated manner. Leave Days will accumulate at the rate of one (1) day for each full 15 days of employment during the summer. Continuing employees will have access to their regular Leave Day accumulations.

Item 15. Payroll

1. Calendar

The payroll calendar shall be developed as soon as possible after the school calendar is adopted and the holiday schedule is established for 12 month staff. The payroll calendar will be reviewed by a committee consisting of at least one representative from each of the following: Teachers' Bargaining Unit, Administration and the Payroll Office. The review of the payroll schedule by the committee will be for the purpose of scheduling payments that fall during a break or holiday period. Changes to the payroll schedule will only be made when feasible. Payroll dates will be on the 15th and the last day of the month, or the business day preceding this date if it occurs on a holiday or a weekend, except where changes have been approved by the committee. The payroll calendar will be distributed by June 30 for the next school year.

The contract salary for ten-month bargaining unit members shall be paid by dividing it into 20 or 24 equal payments as chosen by the bargaining unit member. The 20 payment schedule provides 1/20 of the contract salary in each paycheck twice each month from September to June. The 24 payment schedule provides 1/24 of the contract salary in each paycheck twice each month from September through June, with a 4/24 paycheck on the last day of school, and a 1/24 paycheck on the last pay date in June.

2. **Deductions**

Deductions for health and/or dental benefits, retirement, United Fund, NYSUT, AFT, and/or NEA member benefits and other approved purposes shall be made after proper authorization by the District Superintendent and the Board of Cooperative Educational Services. The Board agrees to make routine deductions for the Tompkins-Seneca-Tioga BOCES Teachers Association, state and/or national affiliate(s), banks and credit unions, as well as the NYSUT Trust when proper authorization is filed by individuals.

3. **Types of Payroll**

The contract salary for ten-month bargaining unit member shall be paid by dividing it into 20 or 24 payments as chosen by the bargaining unit member.

The 20 payment schedule provides 1/20 of the contract salary in each bimonthly paycheck from September through June.

The 24 payment schedule provides 1/24 of the contract salary in each of the first 20 bimonthly paychecks from September through June, with a 4/24 paycheck on the last school day and a 1/24 paycheck on the last pay date in June.

Item 16. Retirement and Continuation of Health and Dental Benefit Coverages

When a bargaining unit member retires (as opposed to resigning), health and dental benefits will be available in retirement years according to the following guidelines. In order to retire from BOCES, the bargaining unit member must be eligible at that time to collect benefits from the Teachers' Retirement System.

A. A bargaining unit member who has worked for the T-S-T BOCES for the equivalent of 1-9 years full-time will have health and dental benefits available, as noted in C. below, for number of years equal to years of employment. The District Superintendent may waive the

terms of this eligibility into B. below, if circumstances warrant. This waiver may not be affected until the Executive Committee of the Association has reviewed a written explanation of the purpose and details of the proposal, and had sufficient time to respond. Years of service with BOCES may include time before and after a break in service.

B. A bargaining unit member who has worked for the T-S-T BOCES for the equivalent of between 10 and 19 years full time will have unlimited years of coverage, available at rates noted in C. below. Years of service with BOCES may include time before and after a break in service.

C. Eligible bargaining unit members, as defined in A. and B. above shall be limited to an employer contribution for each year of retirement of a dollar limit equal to the dollar amount paid by the employer at the time of retirement or the amount paid by the employer for active employees, whichever is less.

D. A bargaining unit member who has worked for the T-S-T BOCES for the equivalent of 20 years full-time will have health and dental benefits available for an unlimited number of years with the same conditions of coverage and contribution as active employees. Years of service with BOCES may include time before and after a break in service

E. Eligible retirees may continue in the health and dental benefit plans at full personal cost after the guidelines noted above have been exhausted. A surviving spouse of an employee may continue in the health and dental benefit plans at full personal cost.

F. Retirees prior to June 30, 1987 will continue to be covered as under past **Agreements** at the time of actual retirement.

G. Retired bargaining unit members are eligible for the number of years specified in A, B, or D above, and may start and stop coverage. However, coverage must be in minimum amounts of one year and may only start or stop on the anniversary date of retirement. Retired employees may change coverage when in their retirement years, but the employer contribution to the new coverage must follow the guidelines noted above. In no instance may the employer cost exceed the cost for the coverage at the time of retirement (the only exception is D. above, which shall be applied just as written with no restrictions, even when a change in coverage is effected).

H. If a bargaining unit member retires without health and/or dental benefit coverage, and finds it necessary to begin coverage, he or she may do so at a rate determined by G above.

I. Part B Medicare coverage for eligible retired employees at age 65. for bargaining unit members hired prior to July 1st, 2004: Bargaining unit members who retire with 1-9 years of T-S-T BOCES service will receive an equal number of years' support of Part B Medicare premiums. Bargaining unit members who retire with 10 or more years of service with this BOCES will receive unlimited years of support. Coverage for an employee's spouse will not be provided by the BOCES. Payment for Part B Medicare will be for the first $600 of the annual payment amount, with any amount above $600 to be paid 50% by the BOCES and 50% by the retiree. Part B Medicare payments will begin only upon direct request of the retiree, and only after proof that coverage has been elected. The BOCES Human Resource Office will do, within reason, what they can to notify retirees, before their 65th birthdays, of their benefits for Medicare Part B.

Any bargaining unit member hired after July 1st, 2004 will be responsible for 100% of the costs associated with Medicare Part B coverage.

J. **Retirement Stipend**

1. Any bargaining unit member who chooses to retire from active service at or beyond the age of fifty-five (55) AND who has been employed by this BOCES at least 10 years is eligible for a Retirement Stipend (cash award) as follows:

   - Must meet normal requirements for retirement under TRS.
   - $6,500 will be paid for the first 10 full years of service with this BOCES.
   - $500 will be paid for each additional full year of service beyond the first 10 years.
   - Maximum credited years of service is 25.
   - Part-time and part-year work will be prorated.
   - For each accumulated Leave Day at the time of retirement, $25 will be paid at the time of retirement.
   - As an alternative, for any teacher who has used less than 25% of the available Leave Days during his/her career beginning

with the 1998-99 school year, a payment for 20% of the remaining Leave Days will be made at the daily rate (1/185 of the annual salary) at time of retirement.

- The award for years of service is fixed at age 55 for Tier I Retirement System members; at 62 for Tiers II, III, and IV. However, a Tier II, III, or IV member who retires before age 62 will receive the amount calculated based upon total years at time of retirement.

- Anyone retiring on disability (as determined by the Teachers' Retirement System) will be eligible for the Award as calculated at the time of disability retirement.

2. A bargaining unit member has the option of not receiving payment at the time of retirement and applying the stipend to future health/dental insurance premiums. If the bargaining unit member fails to live long enough to collect the full amount in insurance payments, then any residual amount will be paid to a designated beneficiary or to the estate.

3. To be eligible for this Retirement Stipend, a written notice of intention to retire must be submitted to the District Superintendent no later than March 15th of the school year of actual retirement. Payment will be made according to the provisions of the New York State Retirement System. The cash award may be paid at any time after the Board has acted on the retirement notice, in a fashion to be determined by the bargaining unit member.

4. Bargaining unit members who announce a retirement date two or three years in advance of the actual date may request payment of their retirement stipend divided equally over the requested period of time. Letters announcing these intentions must be received by March 15th of the appropriate year.

Item 17. Board Publications

A. Board Meeting Agenda

The Board will continue the policy of sending a copy of the tentative Board Meeting Agenda and related materials (if available) to the Association President prior to regular meetings.

B. **Board Meeting Minutes**

The Board will continue the policy of posting copies of the tentative Board Meeting Minutes, and of sending copies of approved Board Meeting Minutes to bargaining unit members who request them in writing.

C. **Agreement Copies**

The District Superintendent or designee shall provide the Association President with a list of all eligible employees in the negotiating unit.

The District Superintendent or designee shall provide sufficient copies of this **Agreement** for each member, plus twenty-five (25) copies. The Association shall share the cost for reproducing the **Agreement**. When new teachers in the unit are employed, the Association shall be notified. The Association accepts the responsibility of providing each bargaining unit member with a copy of the **Agreement**.

Item 18. Employment Opportunities

A. From September 1 to June 20 of each year a dated notice shall be posted on bulletin boards in BOCES buildings of each bargaining unit member vacancy in a ten-month teaching position, of each vacancy on the administrative staff, and of new teaching and administrative positions when created. The notice shall state the title of the position to be filled, the qualifications required, and the person to contact for an interview. The Board will give close consideration to applications filed by present employees and will not enter into a formal employment contract with an applicant in fewer than ten (10) days from the date the notice is posted.

B. From June 21 to August 25 of each year, notice and regulation of positions cited in A. above will be mailed to all BOCES staff who, by June 1, request such notice by furnishing the District Superintendent or designee with ten (10) self-addressed, stamped envelopes, and indicating the desired employment position sought. The Board will give close consideration to applications filed by present employees and will not enter into a formal employment contract with an applicant in fewer than seven (7) days from the postmarked date on the envelope as received by the teachers.

Item 19. Salary, Stipends, and Educational Increments

A. Salary

The formula for each 2008-2009 full-time salary calculation is as follows:

- the base salary is **$36,789**
- credit for each approved year of teaching experience and/or each year of approved occupational experience (including years with the T-S-T BOCES), is **$590**.
- additional credit for each year of teaching experience at the T-S-T BOCES is **$210**.
- credit for each approved semester hour of graduate studies earned is **$70** ;
- Credit for an earned Master's Degree is **$500** (credited for only one Master's Degree);
- any teacher who completes 9, 14, 19, or 24 years of teaching with this BOCES prior to September 9th will receive a stipend of $500 (for each level completed) to be added to the base salary. For 29 years of service an additional $1,000 is added, and for 34 years of service an additional $1,250 is added.
- any bargaining unit member working less than full-time (100%) will have his or her full-time salary calculated and then multiplied by the percent of time worked. (Any salary credit for graduate studies, shall be paid at the full rate if the bargaining unit member works 50% or more. All graduate credit is prorated if employment is less than 50%.)
- any bargaining unit member who had staff and program development days added to their salary before July 1, 2004 will continue to have those days added to their salary at the rate of $100 per day.

The above salary calculations will apply for each additional year of this contract except:

- for the year 2009-2010 the base salary will be $38,041.
- for the year 2010-2011 the base salary will be $39,358.
- for the year 2011-2012 the base salary will be $40,745.

Salaries for certain job categories will be determined as follows:

A Certified Occupational Therapy Assistant will receive 80% of the formula amount, except for any educational increment earned after July 1, 1989, which shall be paid at the full rate.

An Interpreter hired prior to July 1, 2004 will receive 75% of the formula amount, except for any educational increment earned after July 1, 1989, which shall be paid at the full rate.

B. **Additional Stipends**

1. Any bargaining unit member may request to become an approved bus driver. If the request is approved by the Program Director and the bargaining unit member completes the requirements for an N1 or N2 Commercial Driver's License, then a stipend of $500 (N1) or $300 (N2) will be paid. For any school year in which a bargaining unit member drives a minimum of 10 trips (other than the initial year in which the CDL is obtained) a stipend of $500 (N1) or $300 (N2) will be paid at the end of the school year. BOCES will pay the fee for any bargaining unit member currently not driving students to keep his/her Commercial Driver License (CDL) current if BOCES agrees that the bargaining unit member may be needed for driving students in the future.

2. If requested by a local school district and approved in advance, a bargaining unit member who provides Assistive Technology evaluations beyond the normal school day will be paid at a rate consistent with his/her daily rate (1/185 of the annual salary).

3. T-S-T BOCES provides for mentoring support per the Mentoring Component of the Professional Development Plan. The stipends (pro-rated when appropriate) for bargaining unit members who serve as mentors are as follows:

    a. Level One Mentor (for 1st year newly certified teachers, full-year) is $600;
    b. Level Two Mentor (for experienced teachers new to TST BOCES program, full-year) is $200;
    c. Level Three Mentor (for tenured teachers or uncertified teachers, full year) is $600.

4. In the event that an annual appointment is made for the following responsibilities, the annual stipend is indicated:

    - Yearbook Editor ($200)
    - Newspaper Editor ($200)
    - Consulting and Support Team (C.A.S.T.) Report Writing ($200)

- TCI Lead Trainer ($600)
- TCI Trainer ($500)
- Program Team Leaders ($500)
- Coordinator of Hearing Impaired ($1000) – This responsibility includes supervision of Interpreters
- Lead Trainer/Site Coordinator for Alternate Assessment ($1000)
- Assistant Trainers for the Alternate Assessment ($500)
- Skills USA advisors ($500)
- FFA advisors ($500)

Bargaining unit members will be given priority in the event of annual appointments to the above positions.

C. Educational Increments

1. Approved Coursework

Bargaining unit members may apply, using an Educational Increment Form, for each cluster of 3 or more semester hours of graduate or undergraduate courses. Subject to approval by the Program Supervisor and District Superintendent or designee, $70 is added to salary for each semester hour of credit. A minimum of 3 credits must be earned in order to apply for a salary increment.

Written requests for increments to be added to salary, including transcript(s) and/or grade report(s) must be in the District Superintendent's Office prior to September 15 or January 15. BOCES will take formal action on the increment at the regular Board meeting in October or February.

Pay adjustments will be for the full increment if completed by September 15 and for half the increment if completed by January 15. For staff members employed less than full time, payments for increments will be paid as if the individual had been full time.

2. Hourly Increments

The BOCES also encourages participation in worthwhile in-service education that extends beyond the work day. Bargaining unit members interested in an in-service course must seek approval from the Program Supervisor and District Superintendent or designee for an hourly payment of $30 for any in-service education program.

- In 2009-2010 the hourly payment rate will increase to $32.
- In 2010-2011 the hourly payment rate will increase to $34.

- In 2011-2012 the hourly payment rate will increase to $36.

Approved selective in-service education programs for hourly payment only are those that are essentially input programs designed to introduce new ideas, concepts or programs that increase participants' knowledge base or understanding.

Examples could include but may not be limited to program development, literacy awareness, bus safety training, CPR training, curriculum development, higher education informational sessions, trade-specific workshops, TCI training, LSCI trainings, transition planning sessions, technology awareness presentations, rubric design programs, etc..

Bargaining unit members' requests will support departmental goals whenever possible.

Bargaining unit members may redeem 45 hours of accrued educational in-service credit for $210 added to the base until September 15, 2008. After that date, the option of accruing in-service credit will no longer be available.

The rate of pay for conducting trainings sponsored by T-S-T BOCES outside the contractual day is $50 per hour, which will normally include all preparation time. At the discretion and upon approval of the division director, additional payment for preparation time may be made at $20 hour.

Item 20. Severance Compensation or Resignation

A. For any bargaining unit member who will not be rehired due to abolition of a position, a Severance Compensation Stipend will be paid.

B. Severance Compensation Stipend options are as follows:

1. For a bargaining unit member who meets both of the following criteria:

- has worked at least five (5) full years with this BOCES;

and

- who is 60 months or less from first eligible retirement as defined by the New York State Teacher's Retirement System, that bargaining unit member is eligible for a Severance Compensation Stipend calculated by using the formula for a Retirement Stipend in Item 16.J.1..

2. For a bargaining unit member who meets both of the following criteria:

- has worked at least five (5) full years with this BOCES;

and

- who is more than 60 months from first eligible retirement as defined by the New York State Teachers' Retirement System, that bargaining unit member is eligible for a Severance Compensation Stipend equal to $50 per day of accumulated Leave Days to a maximum of 125 Leave Days (i.e., the maximum stipend would by $6,250).

3. For a bargaining unit member who meets both of the following criteria:

- has worked at least five (5) full years with this BOCES;

and

- is age 55 or over, that bargaining unit member may choose either the Stipend in #1 or #2 above.

C. As an alternative to the above, for any bargaining unit member who will not continue employment with this BOCES as a result of **retirement or abolition of position**, the following stipend is available for a bargaining unit member who meets all of the following criteria:

- has worked at least five (5) full years with this BOCES,

and

- is not being dismissed from employment for cause,

and

- is not resigning as an alternative to dismissal,

and

- who has used less than 25% of his/her available Leave Days earned since September 1, 1998, that bargaining unit member is eligible for a lump sum payment in the amount of 20% of his/her daily rate (1/185 of the annual salary in the year of departure), for each accumulated Leave Day.

D. As an alternative to the above, for any bargaining unit member who will not continue employment with this BOCES as a result of **resignation** the following stipend is available for a bargaining unit member who meets all of the following criteria:

- has worked at least ten (10) full years with this BOCES,

and

- is not being dismissed from employment for cause,

and

- is not resigning as an alternative to dismissal,

and

- who has used less than 25% of his/her available Leave Days earned since September 1, 1998, that bargaining unit member is eligible for a lump sum payment in the amount of 20% of his/her daily rate (1/185 of the annual salary in the year of departure), for each accumulated Leave Day.

E. A Part-time bargaining unit member is eligible for a prorated Stipend above based upon the percentage of time employed. Percentage of time employed shall be determined by averaging the percentage of time employed during the entire career with BOCES, not simply in the year of employment termination.

F. Payments for unused Leave Days may be made only once, and may not be duplicated.

G. Any bargaining unit member whose position is abolished and who is subsequently rehired at BOCES (either from a preferred eligible list or as a new employee) will have any leave days, for which no previous Severance Compensation Stipend has been paid, reinstated to his/her accumulation at the time of rehiring. If this bargaining unit member subsequently retires from BOCES, there will be no Retirement Stipend except for that which is based upon accumulation of leave days for which no prior payment has been made.

Item 21. Teacher Aide Assignment

Administration will make every effort to involve the specific receiving teacher(s) in recruiting and assigning teacher aides.

Teachers are not the evaluators of record for teacher aides.

Should a bargaining unit member have concerns with the performance of a teacher aide, those concerns should be taken to the direct supervisor of that aide.

Item 22. No Reprisals

There will be no reprisals against any bargaining unit member for reason of membership in the Association.

Item 23. Savings Clause

If any provision of the **Agreement** or any application of the **Agreement** to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

Item 24. Duration of Agreement

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

This contract shall be effective as of July 1, 2008 and shall continue in effect through June 30, 2012.

Tompkins-Seneca-Tioga Board of Cooperative Educational Services

BY: Ellen O'Donnell
Its Chief Executive Officer Hereunto Duly Authorized

Tompkins-Seneca-Tioga BOCES Teachers Association

BY:
Its President Here unto Duly Authorized

The bargaining teams that achieved this **Agreement** were:

For the District:	For the Association:
Anthony DiLucci	Pat Disbro
Ellen O'Donnell	Tom Fitzgerald
Richard Weiss	Laura Havill
	Rick Hinman
	Thea Martin

Memorandum of Understanding
Between
The Tompkins-Seneca-Tioga BOCES Teachers' Association and
The Tompkins-Seneca-Tioga BOCES

IT IS HEREBY AGREED BY AND BETWEEN the Tompkins-Seneca-Tioga BOCES ("BOCES"), and the Tompkins-Seneca-Tioga BOCES Teachers, Association, severally known as "the parties" to the following:

WHEREAS, a bargaining unit member who is New York State Licensed or Registered Speech Pathologist ("The SLP") employed by the BOCES;

WHEREAS, the "SLP" has volunteered to oversee the BOCES Speech Services Medicaid Reimbursement documentation and reporting;

NOW THEREFORE, in consideration of the mutual undertakings and covenants herein contained, the parties stipulate and agree as follows:

1. The "SLP" shall oversee the Medicaid Reimbursement documentation and reporting of certified Teachers of Speech/Hearing Handicapped. The caseload of teachers of Speech/Hearing Handicapped assigned to the "SLP" for this purpose will be of a reasonable and ethical number. Initially, this number will not exceed five (5) full time teachers for a 50% full time equivalent of the "SLP's" assignment. This will be reviewed as needed;

2. The "SLP" shall be provided with at least two (2) days per week for overseeing the Medicaid documentation of up to five (5) full time teachers. This time will be for the purpose of meeting with the teachers of Speech on his/her caseload, reviewing and overseeing the Speech Services Medicaid Reimbursement documentation and reporting, etc. This time shall be above and beyond the preparation time guaranteed in Item 13.F of the Collective Bargaining Agreement;

3. All documents and conversations between staff and the "SLP" shall be deemed confidential and may not be used for evaluation or discipline purposes;

4. The "SLP" shall report directly to his/her immediate supervisor at BOCES for any problems relating to the Speech Services Medicaid Reimbursement documentation and reporting;

5. In the event there is a discrepancy in any Medicaid Reimbursement documentation or report, the "SLP" shall not be obligated or mandated to sign reports;

6. The existing seniority of the "SLP" (in her/his tenure area) shall remain the same and accrue in the prescribed manner as guaranteed in Item 13.M of the collective bargaining agreement and any and all applicable state laws and court rulings;

7. This Agreement shall be reviewed by the parties no later than January 5, 2008 to determine whether or not it needs to be extended or revised;

8. Any disputes arising out of an application or interpretation of this memorandum shall be resolved through the grievance procedure in the collective bargaining agreement intact between the District and Association;

9. This agreement shall represent the full and complete agreement between the parties and may not be modified, added to, deleted from, or otherwise altered without the express written consent of both the Association and the District;

10. The duration of this agreement will last from August 15, 2007 to June 30, 2010 at which time the nature of this working collaboration will be deemed institutionalized.

SIGNED:

Ellen C. O'Donnell — 8/27/07

Ellen O'Donnell
District Superintendent of Schools
Tompkins-Seneca-Tioga BOCES

Theresa Mook — 8/27/07

Theresa Mook
President
Tompkins-Seneca-Tioga BOCES Teachers' Association

Memorandum of Understanding
Between the District Superintendent of the
Tompkins-Seneca-Tioga Board of Cooperative Educational Services
And the Tompkins-Seneca-Tioga Teachers Association

JUNE 2008

WHEREAS, the escalating costs of health insurance and prescription drugs has been and continues to be a concern for the Association and BOCES;

THEREFORE, the Tompkins-Seneca-Tioga Teachers' Association is willing to cooperate with the District in an investigation into other prescription drug riders. However, this letter shall not be construed as an agreement to amend our current coverage levels as provided in the current collective bargaining agreement.

The undersigned parties due hereby agree.

Ellen O'Donnell, District Superintendent — Date 6/12/08

Laura Havill, President
BOCES Teachers' Association — Date 6/12/08

Memorandum of Understanding
Between the District Superintendent of the
Tompkins-Seneca-Tioga Board of Cooperative Educational Services
And the Tompkins-Seneca-Tioga Teachers Association

JUNE 2008

WHEREAS, it is agreed that both parties will continue to explore the option of incorporation of a stipend for National Board Certifications in the Teachers Association Contract.

THEREFORE, if the parties agree, language specifying which National Certifications are included will be created and put into effect no later than July 1, 2009, if mutually agreed upon by both parties.

The undersigned parties due hereby agree.

Ellen O'Donnell, District Superintendent — Date 6/12/08

Laura Havill, President
BOCES Teachers' Association — Date 6/12/08

TOMPKINS-SENECA-TIOGA
BOARD OF COOPERATIVE EDUCATIONAL SERVICES

2008 – 2011

ANNUAL PROFESSIONAL PERFORMANCE REVIEW (APPR)

APPR COMMITTEE: Cheryl Button, Tony DiLucci, Ellen Knapp, Theresa Mook, Heather Sheridan-Thomas, Carol Sutherland, Terry Vatter, Joe Wilson

TST BOCES APPR Table of Contents
2008-2011

TST BOCES APPR INTRODUCTION

The heart of any educational institution is the instructional practice of its educators. The Annual Professional Performance Review Plan is designed to provide encouragement and support to educators as they strive to improve their instructional practice, as well as to provide a framework for evaluation. Because educators differ in the ways they approach reflection, self-evaluation, and feedback from others, it is important to build in an element of choice into any evaluation plan.

This APPR plan provides for a choice of three different formats for evaluation. Teachers will be evaluated through a **Goal-setting Process**, a **Portfolio Process,** or a **Portrait Observation. Process***. We believe that choice provides an opportunity for educators to demonstrate their strengths and discover challenging areas over time. Each option has its distinctive value, and providing choice enhances growth by giving teachers some control over their own professional development. Observations (whether "Portrait", "Snap-shot", or "Drop-in") can be powerful tools for evaluating educator performance, but they may not provide a full picture of an educator's professional practice. Portfolios and Goal-Setting can round out the picture of the educator's complete professional life. In addition, these other evaluative formats provide increased opportunity for teacher self-assessment and reflection.

Each teacher will meet with her/his Instructional Supervisor at the beginning of each school year to discuss choice of evaluation process for that year. Forms are provided to guide teachers who choose to engage in a Goal-Setting or Portfolio Process. All teachers are required to be evaluated through Portrait Observation at least once every three years. Because of the benefits associated with varied evaluation processes, teachers are encouraged to avail themselves of the other choices provided in this APPR Plan. We encourage teachers to try out different evaluation forms and enjoy the benefits of each.

In keeping with the commitment to choice, this APPR also provides for a choice of evaluation report formats for the Supervisor. When writing reports relating to Portrait Observations for tenured teachers, Supervisors may choose to use either the NYS Criteria framework, or the Danielson Domain framework. Both frameworks are provided in this document and both are accessible in digital format to directors & supervisors. The NYS Criteria is actually based on the Danielson Framework and the chart on p.8-11 shows that overlap between the two frameworks. We are confident that Evaluators using either framework will be meeting the requirements of Commissioners Regulations, section 100.2. Reports of Portrait Observations conducted with probationary teachers should use the NYS Criteria Framework because of its increased specificity.

It is understood that supervisors reserve the right to conduct observations as needed. Any time a observation is conducted, all of the procedures described for the specified type of observation (Portrait, Snap-Shot or Drop-In) in the APPR Observation Chart on pg. 6 will be adhered to. It is also understood that supervisors may stop by teachers' classrooms and interact with teachers and this will not be construed as a Drop-In observation unless it is clearly noted by the supervisor as such.

* In this document, the terms Portrait, Snap-shot, and Drop-In are used to differentiate between observations of different lengths, with different degrees of focus, and different reporting requirements. Briefly, the Portrait is the most in-depth of the three styles of observation with required pre and post conferences and full written documentation. Snap-Shot and Drop-In observations are usually shorter and generally result in focused written feedback and/or verbal feedback. Details related to each type of observation are contained in the APPR Observation Chart on pg. 6.

History of the APPR Process at TST BOCES

The 2008-2011 APPR Plan was created by a committee representing teachers, specialists, and Instructional Supervisors. The APPR committee was formed in the fall of 2007 and charged with reviewing and revising the APPR plan. The committee worked primarily with three documents, the June 2000 APPR Plan, the APPR Pilot Project from 2004-2007, and the NYS Commissioner's Regulations, section 100.2.

The June 2000 APPR focused on the NYS evaluative criteria and added two additional sets of criteria (Professionalism and a school specific set for CTE, Community School or Exceptional Education). This plan includes rubrics based on the 10 criteria sets. In addition to a rubric for evaluating teaching staff, the plan also includes a specific rubric for evaluating counselors and social workers. The 2000 APPR also provided for tenured staff to choose a goal-setting process as an evaluation format.

During contract negotiations in the spring of 2004 between representatives of the Teachers' Association and the Administration, there were discussions about possibly revising the evaluation process. While there was no decision made to revise the current evaluation process and related wording in the contract, there was agreement to study the issue further. Beginning in September 2004, a study group of representatives from the Teachers' Association and the Administration met on a monthly basis to do a book study of Charlotte Danielson's *Teacher Evaluation to Enhance Professional Practice*. This book study led to a review of the current Annual Professional Performance Review (APPR) system used at TST BOCES as well as a review of other models and practices. A set of shared understandings emerged (sent out to teachers in the spring), and the group met again at the end of the school year to design a pilot project to be conducted with volunteers during the 2005-06 school year. The pilot project focused on the development of a professional portfolio and drew heavily from current research about best practices. All three years of the pilot project were successful, with many educators participating in the portfolio project for more than one year. Feedback from evaluations conducted at the end of the first and second years was overwhelmingly positive.

The current APPR committee met four times in 2007-2008 (November, December, February and March). Individuals and small groups worked in between the full committee meetings to develop specific aspects of the plan. As the current committee began deliberations in November, our major task was deciding which of the existing evaluation formats should be retained as a choice, and for whom. The current committee strongly believes in the value of choice and also in the value of collecting multiple forms of data. We therefore decided to maintain all three choices – Goal-Setting, Portfolio, and Portrait Observation. We have also tried to build on all of the excellent work done by prior committees in creating forms and procedures. The APPR plan elaborated in the following pages provides details about each choice and information about timing and requirements of the process.

2007-2008 APPR Committee Members

Cheryl Button, Exceptional Ed Instructional Supervisor; Tony Dilucci, CTE Director; Ellen Knapp. CTE; Theresa Mook, Exceptional Education; Heather Sheridan-Thomas, Assistant Superintendent; Carol Sutherland, CTE; Terry Vatter, Community School; Joe Wilson, Counselor

TST BOCES APPR EVALUTION FORMAT CHOICES CHART

EVALUATION FORMAT	BRIEF DESCRIPTION	WHO
Goal-Setting Process	Teacher, in collaboration with Supervisor, sets goal(s) related to one or more of the NYS/BOCES Criteria. Teacher and Supervisor choose either Snap-Shot or Drop-In Observation. See Goal Setting Process form.	Any tenured teacher may choose the Goal-Setting Process. Probationary teachers may choose the Goal-Setting Process, but they will also be evaluated through the required two or more Portrait Observations.
Portfolio Process	Teacher, in collaboration with Supervisor, chooses a focus area, based on Danielson Domains. Teacher collects evidence in a Portfolio. Teacher and Supervisor choose either Snap-Shot or Drop-In observation. (See Portfolio Process, Portfolio Initial Focus and Portfolio Rubric forms.) Ongoing opportunities will be provided to share & discuss portfolio contents with peers.	Any tenured teacher may choose the Portfolio Process. Probationary teachers may choose the Portfolio Process, but they will also be evaluated through the required two or more Portrait Observations.
Portrait Observation Process	Teacher and Supervisor follow protocol for Portrait Observation, including agreement as to timing of observation, and pre and post conferences. Teacher fills out Class Profile and shares it with Supervisor prior to observation.	Any tenured teacher may choose the Portrait Observation Proces. All tenured teachers will be evaluated through a Portrait Observation at least once every three years. Probationary teachers will be evaluated through two or more Portrait Observations annually.

TST BOCES APPR OBSERVATION CHART

TYPE	DESCRIPTION	USE & TIMING
PORTRAIT	A Portrait Observation is designed to provide as complete a picture of teacher performance as may be gained in one observation. The timing of a Portrait Observation will determined by the supervisor and teacher. A Portrait Observation will normally last at least 30 minutes and may be one or more class periods. The observer will focus on multiple criteria. The Supervisor and teacher will decide prior to the observation whether to use the NYS Criteria Framework or Danielson Domains. All Portrait Observations require pre-observation and post-observation conferences. The teacher will complete the Class Profile prior to the first Observation and update it as needed prior to any subsequent observations. The Post-observation Conference will occur within 5 school days of the Observation and the write up will be provided to the teacher within 10 school days.	Teacher and Supervisor may agree to use Portrait Observation as the sole component of evaluation **Every teacher must participate in a Portrait Observation at least ONCE every THREE years** Teachers involved in the Goal-Setting Process determine, with Supervisor, to include a Portrait, Snap-Shot **OR** Drop-In as part of their Evaluation process.
SNAP-SHOT	A Snap-Shot observation gives a quick picture of a teacher's instructional delivery, teacher-pupil rapport , and classroom management skills. The Snap-Shot observation may be from 10 -``15 minutes to a full class period or more. The focus and timing of the Snap-Shot observation may be mutually agreed upon between the supervisor and teacher. Normally the observation will focus on the domain chosen by the teacher at the beginning of the Portfolio Process, but a different Domain may be chosen as the focus. The supervisor will provide written feedback on ONE domain, using the Danielson feedback form.	Teachers involved in the Goal-Setting Process determine, with Supervisor, to include a Portrait, Snap-Shot **OR** Drop-In as part of their Evaluation process.
DROP-IN	A Drop-In may happen at any time and does not necessarily require prior agreement as to timing. The supervisor spends anywhere from 10-15 minutes to a full class period in the teacher's classroom. There will be a verbal discussion between the supervisor and bargaining unit member within 10 school days after the observation. Documentation will be kept by the supervisor as to the date the Drop-in observation took place and the date the discussion occurred. Drop-in observations usually do not result in written documentation. There are occasions when the supervisor may wish to comment in writing. The teacher will have the opportunity to review, within 10 school days, any written documentation that does result from a Drop-In observation.	Teachers involved in the Goal-Setting Process determine, with Supervisor, to include a Portrait, Snap-Shot **OR** Drop-In Observation as part of their Evaluation process.

TST BOCES APPR TEACHER EVALUATION TIMELINE		
Completion Date	**Affected Staff**	**Activity**
October 15	All teaching staff	Teachers and Instructional Supervisors decide on evaluation format (Portrait Observation(s), Goal-Setting Process, or Portfolio Process)
November 1	All teaching staff	Teacher fills out Class Profile and provides copy to Instructional Supervisor
November 15	Teaching staff who choose Goal-Setting Process or Portfolio Process	Teacher fills out initial paperwork and provides copy to Instructional Supervisor
December 1	All probationary teachers	One Portrait Observation conducted, conferences completed, reports written, reports reviewed, signed and returned (with comments if necessary)
March 1	All probationary teachers	Second Portrait Observation conducted, conferences completed, reports written, reports reviewed, signed and returned (with comments if necessary)
April 15	Tenured teachers engaged in Portrait Observation Process format	One Portrait Observation conducted, conferences completed, reports written, reports reviewed, signed and returned (with comments if necessary)
June 15	All teaching staff	Final evaluation conference conducted, report written, report reviewed, signed and returned (with comments if necessary)

Comparison of Danielson Framework to NYS Teacher Evaluation Criteria

Domain 1 **Comments**

Evident in this lesson	**Planning and Preparation** (Connection to NYSED 8 Required Criteria)	
	***1a: Demonstrating Knowledge of Content and Pedagogy** Knowledge of content Knowledge of prerequisite relationships Knowledge of content-related pedagogy	I. Content Knowledge
	***1b: Demonstrating Knowledge of Students** Knowledge of characteristics of age group Knowledge of students' varied approaches to learning Knowledge of students' skills and knowledge Knowledge of students' interests and cultural heritage	V. Student Development
	***1c: Selecting Instructional Goals** Value Clarity Suitability for diverse students Balance	I. Content Knowledge
	***1d: Demonstrating Knowledge of Resources** Resources for teaching Resources for students	II. Preparation
	***1e: Designing Coherent Instruction** Learning activities Instructional materials and resources Instructional groups Lesson and unit structure	II. Preparation
	***1f: Assessing Student Learning** Congruence with instructional goals Criteria and standards	VI. Student Assessment

Domain 2		Comments
Evident in this lesson	**The Classroom Environment**	
	***2a: Creating an Environment of Respect and Rapport** Teacher interaction with students Student interaction	II. Preparation IV. Classroom Management
	***2b: Establishing a Culture of Learning** Importance of content Student pride in work Expectations for learning and achievement	IV. Classroom Management
	***2c: Managing Classroom Procedures** Management of instructional groups Management of transitions Management of materials and supplies Performance of non-instructional duties Supervision of volunteers and paraprofessionals	IV. Classroom Management
	***2d: Managing Student Behavior** Expectations Monitoring of student behavior Response to student misbehavior	IV. Classroom Management
	***2e: Organizing Physical Space** Safety and arrangement of furniture Accessibility to learning and use of physical resources	IV. Classroom Management

	Domain 3	**Comments**
Evident in this lesson	**Instruction**	
	***3a: Communicating Clearly and Accurately** Directions and Procedures Oral and Written Language	III. Instructional Delivery
	***3b: Using Questioning and Discussion Techniques** Quality of questions Discussion techniques Student participation	III. Instructional Delivery
	***3c: Engaging Students in Learning** Representation of content Activities and assignments Grouping of students Instructional materials and resources Structure and pacing	III. Instructional Delivery
	***3d: Providing Feedback to Student** Quality: accurate, substantive, constructive, and specific Timeliness	III. Instructional Delivery
	***3e: Demonstrating Flexibility and Responsiveness** Lesson adjustment Response to students Persistence	III. Instructional Delivery

Domain 4		Comments
Evident in this lesson	**Professional Responsibilities**	
	***4a: Reflecting on Teaching** Accuracy Use in future teaching	VIII. Reflective and Responsive Practice
	***4b: Maintaining Accurate Records** Student completion of assignments Student progress in learning No instructional records	VI. Student Assessment
	***4c: Communicating with Families** Information about the instructional program Information about individual students Engagement of Families in the instructional program	VII: Collaboration
	***4d: Contributing to the School and District** Relationships with colleagues Service to the school Participation in school and district projects	VII: Collaboration
	***4e: Growing & Developing Professionally** Enhancement of content knowledge and pedagogical skill Service to the profession	VIII: Reflective and Responsive Practice
	***4f: Showing Professionalism** Service to students Advocacy Decision making	IX: Professionalism

GOAL-SETTING PROCESS FORMS

TST BOCES APPR GOAL-SETTING PROCESS

Goal Statement

1. State your Goal in your own words:

_____

_____

_____

_____

Focus Area

2. Please check below to indicate which of the following TEN evaluative criteria (Eight based on the Commissioner's Regulations, section 100.2, and two added by TST BOCES), this Goal addresses. All teachers are responsible for demonstrating growth in the areas of Reflective & Responsive Practice and Professionalism. If you choose to engage in the Goal-Setting Process for more than one year, you must address different criteria each year. Description of criteria can be found on pages 29 through 35 of this document.

_____Content Knowledge

_____Preparation

_____Instructional Delivery

_____Classroom Management

_____Student Development

_____Student Assessment

_____Collaboration

_____ Reflective & Responsive Practice [You will meet this criteria by engaging in Goal-setting and related discussion with your supervisor.

_____ Professionalism

_____ Addendum (CTE, TST Community School) [Please circle appropriate Addendum]

Observation Form

3. My annual evaluation will include the following type of observation:

_____ Portrait

_____ Snap-Shot

_____ Drop-In

Evidence that the Evaluative Criteria have been Met

4. What are the student outcomes that will be achieved as you pursue this Goal?

5. How is the Goal related to your classroom and/or professional development?

6. How do you plan to achieve the Goal? What methods will be used? What resources are needed to implement the Goal?

7. What is your timeline and sequence for meeting this Goal?

What tasks will be accomplished in relation to you goal by the following times?
By December 1:
By March 1:
By June 1:

8. How will you assess your achievement of this Goal?

_____

_____

_____

*** You will also want to collect evidence of Professionalism, including Professional Development attended, and contributions to TST BOCES through committee work, etc.**

9. How will you share information, materials and ideas with colleagues?

_____

_____

_____

_____

10. [Answer at the end of the year, prior to Final Evaluation Conference with your Supervisor]. Have you met your Goal expectations? If not, why not? Evaluate your own performance.

PORTFOLIO PROCESS FORMS

The Portfolio Process

1. Choosing Domain(s) and Focus Area(s)

The portfolio is a collection of evidence demonstrating growth in a particular focus area. In addition, it provides materials that can be used for reflection by the teacher as well as sharing and collaborative discussion with teacher colleagues.

Each teacher begins the Portfolio process by choosing one or more domains, in addition to Domain 4, "Professional Responsibilities." The teacher then articulates his/her focus area for the year, using the specific components within the chosen domain (2e, 3b). The teacher completes the Initial Focus sheet as a way of articulating specific focus areas and kinds of artifacts that may be collected. *Examples of specific focus areas include incorporating effective and engaging technology into instruction (Domain 1, Component 1e, Designing Coherent Instruction) using alternative assessments (Domain 1, Component 1F. Assessing Student Learning), or practicing inclusion (Domain 2, Component 2a:Creating and Environment of Respect and Rapport and Domain 3, Component 3c: Engaging Students in Learning.*

At the start of the process, teachers and the principal must reach a clear understanding about the evidence to be included in a portfolio. If limits aren't placed on the types and amounts of material to be included, portfolios may become overwhelmingly large and time consuming for both teachers and evaluators.

2. Professional Responsibilities (including Professional Development)

All teachers will keep a section of their portfolio focused on Professional Responsibilities (Domain 4, Components 4a: Reflecting on Teaching and 4e: Growing and Developing Professionally in particular). This section should include a log of professional development experiences during the year. For the most part this can be kept in MyLearningPlan (MLP) and printed at the end of the year. Any Professional Development opportunities not listed in MLP can be kept in the provided log form. The log should include training provided by the district as well as additional professional development activities, such as professional reading or research, peer observations, or observation of model programs. Reflection on portfolio elements may occur individually or during share sessions. Dates of portfolio share sessions attended should be included in the Professional Development log. Additional items that may be placed in this section include committee work, self-evaluation, mentoring experiences, professional journals, community involvement, field trips, self-evaluation, meetings, professional organizations, team meetings, professional writings, research, certifications, home visits, community involvement, parent communications, professional contributions to school/program/BOCES, participation in award/recognition ceremonies, club or class advisory, meetings.

3. Instructional Artifacts

Classroom Environment, Curriculum, Planning, Instruction, and Assessment) this section includes the material teachers select as samples or evidence of their work and growth in the focus areas they have identified. The contents of this section need to reflect a "purposeful collection of evidence," not every test, worksheet, or piece of student work that crosses a teacher's desk. Teachers choose items that they believe exhibit growth in targeted areas. In addition, items may be included to reflect work a teacher is particularly proud of, even if it was not originally a focus area. Examples of instructional artifacts can include teacher-created tests or alternative assessments, worksheets, study guides, lesson plans, student work, test results, communications from students or parents, photographs or videotapes, anecdotal records, or classroom observation reports.

4. Snap-Shot Observation OR Drop-In Observation *(also see Observation Chart)*

Each teacher should keep a log of any observations that occurred during the school year. A Snap-Shot observation gives a quick picture of a teacher's instructional delivery, teacher-pupil rapport, and classroom management skills. The Snap-Shot observation may be from 15 minutes to a full class period or more. The focus and timing of the Snap-Shot observation may be agreed upon between the supervisor and teacher. Normally the observation will focus on the domain chosen by the teacher at the beginning of the Portfolio Process. The supervisor will provide written feedback on ONE domain, using the Danielson feedback form.

A Drop-in observation is less formal than a Snap-Shot. The supervisor spends 10-15 minutes in the teacher's classroom. There will be a verbal discussion between the supervisor and bargaining unit member within 10 school days after the observation. Documentation will be kept by the supervisor as to the date the Drop-in observation took place and the date the discussion occurred. Drop-in observations do not usually result in written documentation. The teacher will have the opportunity to review, within 10 school days, any written documentation that does result from a Drop-in observation.

Supervisors have the option of stopping by a teacher's classroom informally at any time. This should not be construed as a Drop-in observation, with required verbal feedback, unless the supervisor and teacher agree that it is a Drop-in observation.

Portfolio Sections: Each Portfolio will include the following sections, at a minimum

1. Introduction (includes Initial Focus sheet and Class Profile sheet)
2. Instructional Artifacts (includes Student Work and other evidence)
3. Professional Responsibilities
4. Observations (includes record of Drop-by observations and/or write-ups of Snap-shot or Portfolio Observations)

Portfolio Process: Initial Focus

Name: _____
Date: _____

1. Choose one or more focus Domains, in addition to Domain 4, Professional Responsibilities

_____Domain 1: Planning and Preparation
_____Domain 2: Classroom Environment
_____Domain 3: Instruction
_____Domain 4: Professionalism

2. Narrow your focus to specific areas. Start by choosing criteria from the Domain Chart (2.e., 3.b.). Then describe in your own words what you would like to accomplish or work toward in each focus area. Start by narrowing your focus for Domain 4. You can have ONE or more additional focus areas.

Example: Domain 3c *(Engaging Students in Learning): I would like to learn and practice several new strategies for engaging students with varied academic levels and attention spans in literacy, math, and content area lessons.*

Example: Domain 1f: *(Assessing Student Learning) I would like to learn about and try out literacy formative assessments that I can use to evaluate what my students are learning and adjust my instruction accordingly throughout the year.*

Domain_____: _____

_____

Domain ____: _____

_____

Domain ____: _____

_____

3. Implementation Statements: List ways that you will work to improve your abilities and practices in this area.

Questions teachers may want to consider in creating this list include:

1. What are the specific tasks planned to meet those goals?
2. How will the goal be incorporated in the teaching?
3. What changes will be made in instruction to incorporate the goal?
4. What will change for students, parents, and colleagues?

The implementation statements usually begin with "I will" or "the students will."

For example, statements for the goal of "integrating technology in the classroom" might include:

"I will use the computer to create teacher-made materials," or

"Students will use the computer, and such related tools as the Internet and CD-ROMs, to conduct research."

4. List the kinds of evidence you expect to collect to demonstrate your growth in this area

T-S-T BOCES APPR PLAN

Initial Class Profile

Teacher: _____ School Year: _____

Years in Present Assignment: _____ Grade/Level: _____

Subject: _____

1. How many students are in your class? **Total** _____ **Male** _____ **Female** _____

2. What is the **age range** of the students? _____

3. Approximately how many students are in each of the following **language** categories?
   English language proficient _____ Limited English language proficient _____

4. Approximately how many students have the following **exceptionalities**?
   Blind or visually impaired _____ Deaf or hearing impaired _____ Gifted _____
   Speech/Language impaired _____ emotionally or behaviorally disabled _____
   Learning disabled _____ physically disabled _____ developmentally disabled _____
   Other (please specify) _____

5. With respect to the following categories, how would you describe your students?
   _____ African American or Black, non-Hispanic
   _____ Asian, Asian American, or Pacific Islander
   _____ Native American
   _____ Hispanic
   _____ White, non-Hispanic
   _____ Mixed race

6. What are the most important classroom **routines, procedures, rules and expectations** for student behavior in your classroom?

7. Briefly describe how the **physical space**, **furniture** and **equipment** are normally arranged in your classroom and for what purposes.

8. **Other (Please feel free to use the back of this sheet or attach another sheet with any other information you would like an observer to have.)**

Portfolio Assessment Rubric

Teacher: ______________________________ **Date of Evaluation:** _______________

Supervisor: ___________________________

To what degree does the evidence in this portfolio demonstrate teacher growth and competence in the chosen and required Domains?

	Distinguished	**Proficient**	**Basic**	**Unsatisfactory**
	4	**3**	**2**	**1**
Introduction (Initial Focus/ Class Profile)	Specific focus areas are provided. Implementation statements reflect changes for teacher and students. Appropriate evidence list is provided. Class profile is thorough.	Specific focus areas, clear implementation statements & evidence list are provided. Class profile is complete.	Focus Domains are chosen; specific focus may be unclear. Class profile may be incomplete	Domains are not specified; implementation statements are unclear; evidence is not listed, and/or class profile is missing or incomplete.
Choice Domain ____ Evidence	A reflection statement describes how included multiple forms of evidence demonstrate growth.	Multiple forms of evidence show growth in this domain.	A few samples show growth in this domain.	Either there is NO evidence related to this Domain or the evidence does NOT suggest growth.
Choice Domain ____ Evidence	A reflection statement describes how included multiple forms of evidence demonstrate growth.	Multiple forms of evidence show growth in this domain.	A few samples show growth in this domain.	Either there is NO evidence related to this Domain or the evidence does NOT suggest growth.
Choice Domain ____ Evidence	A reflection statement describes how included multiple forms of evidence demonstrate growth.	Multiple forms of evidence show growth in this domain.	A few samples show growth in this domain.	Either there is NO evidence related to this Domain or the evidence does NOT suggest growth.
Required Domain 4 (4a, 4e) Evidence (Professional Responsibilities)	A reflection statement describes how included multiple forms of evidence demonstrate growth.	Multiple forms of evidence show growth in this domain.	A few samples show growth in this domain.	Either there is NO evidence related to this Domain or the evidence does NOT suggest growth.
*** You are only required to**	**focus on ONE**	**Domain in**	**addition**	**to Domain 4.**

Total Number of Points: ____________________

Narrative:

Tompkins-Seneca-Tioga BOCES
APPR Portfolio Process

Form for Annual Collaborative Evaluation
_____School Year
Name:_____ Department/Program: _____ Date: _____

Please rate the teacher/professional in each component. Use the following rating scale:

U = Unsatisfactory B = Basic P = Proficient D = Distinguished *Denotes Core Competencies

Domain 1: Planning and Preparation		**Rating**	**Domain 2: The Classroom Environment**		**Rating**
1a	Demonstrating knowledge of Content and Pedagogy		2a	Creating an Environment of Respect and Rapport	
1b	Demonstrating knowledge of students		2b	Establishing a Culture of Learning	
1c	Selecting Instructional Goals		2c	Managing Classroom Practices	
1d	Demonstrating Knowledge of Resources		2d	Managing Student Behavior	
1e	Designing Coherent Instruction		2e	Organizing Physical Space	
1f	Assessing Student Learning				

Domain 3: Instruction		**Rating**	**Domain 4: Professional Responsibilities**		**Rating**
3a	Communicating Clearly and Accurately		4a	Reflecting on Teaching	
3b	Using Questioning & Discussion Techniques		4b	Maintaining Accurate Records	
3c	Engaging Students in Learning		4c	Communicating with Families	
3d	Providing Feedback to Students		4d	Contributing to BOCES and/or Program	
3e	Demonstrating Flexibility & Responsiveness		4e	Growing & Developing Professionally	
			4f	Showing Professionalism	

PORTRAIT OBSERVATION PROCESS FORMS

T-S-T BOCES APPR Plan
Class Profile for Portrait Observation

Teacher: _____ Date of Observation: _____

Subject: _____ Observer: _____

PLEASE PROVIDE A COPY OF YOUR INITIAL CLASS PROFILE WITH ANY CHANGES FOR THE SCHEDULED OBSERVATION TIME. PLEASE ALSO COMPLETE THE FOLLOWING IN RELATION TO THE SCHEDULED OBSERVATION TIME.

1. Is there anything about the **learning environment** that you think might affect your students or the scheduled observation(e.g. this is not your own classroom; there is new equipment or a new pet in the room; there is construction in the building)? If so, please note.

2. What are the most important classroom **routines, procedures, rules and expectations** for student behavior that will be in operation during the observed lesson?

3. Are there any **special circumstances** that the observer should be aware of in order to understand what will occur during the scheduled observation (e.g., school-wide routines or policies, interruptions, behavior patterns of students, aide(s), absences)? If so, please explain.

4. Briefly describe the arrangement of the **physical space** for this lesson (e.g. student desks, teacher desk, arrangement of work space or laboratory).

5. **Other: Is there anything else the observer should know?**

TOMPKINS-SENECA-TIOGA BOCES

555 Warren Road

Ithaca, NY 14850

TEACHER PROFESSIONAL PERFORMANCE REVIEW

Teacher: School Year:

Assignment Area:

School Building:

Evaluated by:

Date of: Pre-Conference

Observation

Post Conference

☐ **- Teacher Improvement Plan with Timelines Required**

***The teacher's signature indicates that a conference with the supervisor has taken place and does not indicate agreement or disagreement.**

***Teacher's Signature**

_____ **Date**_____

***Supervisor's Signature**

_____ **Date** _____

☐ **Teacher's Comments Attached**

NAME: _____ **SCHOOL YEAR:** _____

Directions: The evaluator will check the column which best rates the level of performance achieved by the teacher. Comments and recommendations may be written about the teacher's performance.	LEVEL OF PERFORMANCE **Meets or Exceeds Expectations**	**Improvement Needed**	**Not Applicable or Not Observed**
I. CONTENT KNOWLEDGE The teacher shall demonstrate a thorough knowledge of the subject matter and curriculum including:			
A. Understanding and applying course or grade curriculum within the teaching assignment and relating it to the curriculum immediately preceding and following the assignment.			
B. Choosing instructional objectives consistent with subject matter requirements and expectations.			
C. Covering all subject matter expected to be taught within the teaching assignment.			

Comments:

Recommendations:

II. PREPARATION: The teacher shall demonstrate appropriate preparation employing the necessary pedagogical practices to support instruction by:	LEVEL OF PERFORMANCE **Meets or Exceeds Expectations**	**Improvement Needed**	**Not Applicable or Not Observed**
A. Obtaining the necessary lesson materials and having them easily available for pupil use.			
B. Utilizing and building upon individual pupil interest and prior knowledge.			
C. Selecting objectives and teaching methods that reflect an understanding of and are consistent with stated goals and objectives.			
D. Preparing written lesson plans which include:			
1. How the lesson relates to the class' prior experiences.			
2. How the lesson would relate to future activities.			
3. How the students are to participate during the lesson.			
4. What the students will do to apply the knowledge obtained.			
E. Having comprehensive, effective and meaningful substitute lesson plans available.			
F. Setting clearly understood goals and class objectives for the day or period, relating them to long-range instructional plans.			

Comments:

Recommendations:

NAME:_____ **SCHOOL YEAR:** _____

III. INSTRUCTIONAL DELIVERY The teacher shall demonstrate that the delivery of instruction results in active student involvement, appropriate teacher/student interaction and meaningful lesson plans resulting in student learning by:	LEVEL OF PERFORMANCE Meets or Exceeds Expectations	Improvement Needed	Not Applicable or Not Observed
A. Using a variety of instructional techniques.			
B. Demonstrating effective questioning techniques.			
C. Providing a balance between teacher centered and pupil centered learning activities			
D. Providing differentiated assignments and learning activities for students of all abilities			
E. Being clearly heard and seen.			
F. Designing the instruction to be interesting to students.			
G. Actively giving individual attention, not only when asked.			
H. Providing students with positive reinforcement.			
I. Avoiding favoritism, sarcasm and derogatory references.			

Comments:

Recommendations:

IV. CLASSROOM MANAGEMENT The teacher shall demonstrate classroom management skills supportive of diverse student learning needs which create an environment conducive to student learning by:	LEVEL OF PERFORMANCE Meets or Exceeds Expectations	Improvement Needed	Not Applicable or Not Observed
A. Ensuring that the physical classroom is safe.			
B. Exhibiting fairness, firmness, consistency, impartiality, poise and self-confidence in dealing with behavior problems.			
C. Establishing and discussing clear, high and appropriate expectations for student conduct consistent with T-S-T BOCES and program policy.			
D. Working to build a sense of respect and community among students.			
E. Having a neat, attractive and inviting classroom.			
F. Monitoring the various activities going on in the classroom simultaneously.			
G. Working to build respect for learning.			

Comments:

Recommendations:

NAME: _____ SCHOOL YEAR: _____

V. STUDENT DEVELOPMENT The teacher shall demonstrate knowledge of student development, an understanding and appreciation of diversity and the regular application of developmentally appropriate instructional strategies for the benefit of all students by:	LEVEL OF PERFORMANCE Meets or Exceeds Expectations	Improvement Needed	Not Applicable or Not Observed
A. Helping students develop responsibility.			
B. Helping students develop goals.			
C. Helping students develop organizational skills.			
D. Showing sensitivity to the knowledge, background, culture and understandings that students bring to the subject matter being taught.			
E. Providing assignments that are clear and reasonable: 1. classroom assignments			
2. homework assignments			

Comments:

Recommendations:

VI. STUDENT ASSESSMENT The teacher shall demonstrate that he or she implements assessment techniques based on appropriate learning standards designed to measure students' progress in learning by:	LEVEL OF PERFORMANCE Meets or Exceeds Expectations	Improvement Needed	Not Applicable or Not Observed
A. Establishing in behavioral terms clear standards for evaluation.			
B. Communicating to student and parents the standards for evaluation.			
C. Evaluating student progress on a regular basis.			
D. Administering appropriate tests which reflect the instructional emphasis.			
E. Planning changes in teaching strategies based on individual, formal and informal, assessments.			
F. Follows all procedures required for IEP development and implementation.			

Comments:

Recommendation:

NAME: _____ SCHOOL YEAR: _____

VII. COLLABORATION The teacher shall demonstrate that he or she develops effective collaborative relationships with students, parents or caregivers, as needed, and appropriate support personnel to meet the learning needs of the students by:	LEVEL OF PERFORMANCE Meets or Exceeds Expectations	Improvement Needed	Not Applicable or Not Observed
A. Reporting pupil progress in an effective and timely manner to parents and students.			
B. Providing support and working cooperatively with other teachers and professionals.			
C. Seeking and using the advice of other teachers, specialists, administrators, support personnel, parents, consultants and advisory groups.			
D. Providing support, direction and leadership for para-professionals.			
E. Sharing information, materials and ideas with colleagues.			
F. Supporting and abiding by administrative and staff decisions.			
G. Relating well to parents in an effort to develop effective partnerships.			
H. Working on collaborative committees and projects.			

Comments:

Recommendations:

VIII. REFLECTIVE AND RESPONSIVE PRACTICE The teacher shall demonstrate that practice is reviewed, effectively assessed and appropriate adjustments are made on a continuing basis by:	LEVEL OF PERFORMANCE Meets or Exceeds Expectations	Improvement Needed	Not Applicable or Not Observed
A. Developing and completing annual goal(s).			
B. Participating in organizations related to teaching area.			
C. Having a positive attitude toward teaching and learning.			
D. Participating in workshops, conferences, study groups, planning and research projects, pilot programs and other activities related to professional development.			
E. Accepting and utilizing pupil feedback in planning instruction.			
F. Evaluating own performance and initiating changes.			
G. Changing practice based upon evaluations.			
H. Keeping current with subject matter knowledge, New York State requirements and expectations, and improvement in teaching practice.			

Comments:

Recommendations:

NAME:_____ **SCHOOL YEAR:** _____

IX. PROFESSIONALISM	LEVEL OF PERFORMANCE Meets or Exceeds Expectations	Improvement Needed	Not Applicable or Not Observed
A. Completes assessments, recommendations, progress reports and other reports and submits them on time.			
B. Understands, supports and enforces State law, State Education Department Regulations, School Board policies, New York State Learning Standards and established district and building administrative procedures.			
C. Complies with school expectations regarding: 1. absenteeism _____ days absent as of _____			
2. tardiness			
3. meetings			
4. committees			
5. assignments			
D. Demonstrates time management skills.			
E. Shows enthusiasm and demonstrates initiative in the school setting.			
F. Maintains confidentiality in a professional manner.			
G. Holds and maintains New York State Certification required for teaching assignment.			

Comments:

Recommendations:

NAME: _____ **SCHOOL YEAR:** _____

X. TST COMMUNITY SCHOOL ADDENDUM	LEVEL OF PERFORMANCE Meets or Exceeds Expectations	Improvement Needed	Not Applicable or Not Observed
A. The Staff member maintains an active home base by:			
1. Taking attendance and turning it in promptly 2. Conducting discussions 3. Planning and conducting activities 4. Communication with parents/guardians 5. Checking on members' academic progress and program 6. Communicating with students about their progress			
B. The staff member plans and conducts a productive committee			
C. The staff member participates in community meetings			
D. The staff member attends and participates in school programs			
E. The staff member attends and contributes to staff meetings			
F. The staff member maintains a neat, welcoming classroom			
G. Supervision of non-classroom areas			

Comments:

Recommendations:

X. CAREER AND TECHNICAL EDUCATION ADDENDUM	Meets or exceeds expectations	Improvement needed	Not applicable or not observed
A. Uses general and technical job skills of the career as a guide for selecting lesson content and class/lab accessories.			
B. Integrates necessary academic skills of the career into lesson content and class/lab activities.			
C. Safety glasses and protective clothing are work regularly.			
D. Checklists are used to account for student performance while learning hazardous operations.			
E. Is skilled in using tools, machines and equipment common to his/her area of specialization.			
F. Teaches toward all aspects of the industry.			
G. Actively involved in student leadership training activities.			
H. Safety practices are taught and emphasized as a priority.			
I. Develops and maintains an employability/readiness profile.			
J. Shop/lab and layout and cleanliness:			
1. Equipment materials or projects do not block egress or passage.			
2. Equipment is set up in a pattern for effective instruction and operation.			
3. Equipment is stored safely and securely.			
4. Equipment is maintained and in usable condition.			
5. Outdated, unused or unsafe equipment is removed and disposed of appropriately.			
6. All safety devices are in place and operable.			
7. Flammable materials are legally contained/stored.			
8. Shop/lab clean-up procedures are developed and maintained.			
a. The students are primarily responsible for shop/lab cleanliness.			
b. Students are assigned to routine clean-up duties.			
c. The shop/lab is clean—equipment, desks/tables, projects, floors, etc.			
d. The shop/lab and surrounding areas are not cluttered with materials, projects, parts, debris, etc.			
K. Maintains MSDS sheets/information for chemicals, supplies, etc. in the shop/lab.			
L. Possesses awareness of the total responsibilities and obligations of a career and technical teacher.			
M. Holds NYS certification necessary to teach Career and Technical subject.			
N. Dresses appropriately for teaching assignment.			
O. Develops and maintains a Consultant Committee.			
P. Submits written Consultant Committee reports in a timely fashion and in accordance with guidelines.			
Q. Maintains a system for selecting customer projects.			
a. Uses an agreement to identify customer/Center responsibilities.			
b. Effectively manages purchases of supplies and materials and shop/lab/classroom inventory.			
c. Manages a customer billing procedure and collects bills.			
R. Class projects are completed on time according to acceptable trade standards.			

***Supervisors and Directors may also access and complete this form electronically.**

TEACHER PROFESSIONAL PERFORMANCE REVIEW/DANIELSON FRAMEWORK

TOMPKINS-SENECA-TIOGA BOCES
555 Warren Road

Ithaca, NY 14850

Teacher: _____ School Year: _____

Assignment Area:

School Building:

Evaluated by:

Date of: Pre-Conference:
Pre-conference Notes:

Date of Observation:

Date of Post Conference:

❑ **- Teacher Improvement Plan with Timelines Required**

***The teacher's signature indicates that a conference with the supervisor has taken place and does not indicate agreement or disagreement.**

***Teacher's Signature** _____ **Date** _____

***Supervisor's Signature** _____ **Date** _____

❑ **Teacher's Comments Attached**

	Domain 1	**Comments**
Evident in this lesson	**Planning and Preparation**	
	***1a: Demonstrating Knowledge of Content and Pedagogy** Knowledge of content Knowledge of prerequisite relationships Knowledge of content-related pedagogy	
	***1b: Demonstrating Knowledge of Students** Knowledge of characteristics of age group Knowledge of students' varied approaches to learning Knowledge of students' skills and knowledge Knowledge of students' interests and cultural heritage	.
	***1c: Selecting Instructional Goals** Value Clarity Suitability for diverse students Balance	
	***1d: Demonstrating Knowledge of Resources** Resources for teaching Resources for students	
	***1e: Designing Coherent Instruction** Learning activities Instructional materials and resources Instructional groups Lesson and unit structure	
	***1f: Assessing Student Learning** Congruence with instructional goals Criteria and standards	

	Domain 2	**Comments**
Evident in this lesson	**The Classroom Environment**	
	***2a: Creating an Environment of Respect and Rapport** Teacher interaction with students Student interaction	
	***2b: Establishing a Culture of Learning** Importance of content Student pride in work Expectations for learning and achievement	
	***2c: Managing Classroom Procedures** Management of instructional groups Management of transitions Management of materials and supplies Performance of non-instructional duties Supervision of volunteers and paraprofessionals	
	***2d: Managing Student Behavior** Expectations Monitoring of student behavior Response to student misbehavior	
	***2e: Organizing Physical Space** Safety and arrangement of furniture Accessibility to learning and use of physical resources	

	Domain 3	**Comments**
Evident in this lesson	**Instruction**	
	***3a: Communicating Clearly and Accurately** Directions and Procedures Oral and Written Language	
	***3b: Using Questioning and Discussion Techniques** Quality of questions Discussion techniques Student participation	
	***3c: Engaging Students in Learning** Representation of content Activities and assignments Grouping of students Instructional materials and resources Structure and pacing	
	***3d: Providing Feedback to Student** Quality: accurate, substantive, constructive, and specific Timeliness	
	***3e: Demonstrating Flexibility and Responsiveness** Lesson adjustment Response to students Persistence	

	Domain 4	**Comments**
Evident in this lesson	**Professional Responsibilities**	
	***4a: Reflecting on Teaching** Accuracy Use in future teaching	
	***4b: Maintaining Accurate Records** Student completion of assignments Student progress in learning No instructional records	
	***4c: Communicating with Families** Information about the instructional program Information about individual students Engagement of Families in the instructional program	
	***4d: Contributing to the School and District** Relationships with colleagues Service to the school Participation in school and district projects	
	***4e: Growing & Developing Professionally** Enhancement of content knowledge and pedagogical skill Service to the profession	
	***4f: Showing Professionalism** Service to students Advocacy Decision making	

Tompkins Seneca Tioga BOCES
Observation Feedback Narrative

Summary:

Items for Discussion:

_____ _____

Teacher's Signature Date

_____ _____

Observer's Signature Date

TOMPKINS-SENECA-TIOGA BOCES
555 Warren Road

Ithaca, NY 14850

PUPIL PERSONNEL SERVICE PROVIDER PROFESSIONAL PERFORMANCE REVIEW

PPS Provider: School Year:

Assignment Area:

School Building:

Evaluated by:

Date of: Pre-Conference _____

Observation _____

Post Conference _____

❑ **- PPS Provider Improvement Plan with Timelines Required**

***The PPS Provider's signature indicates that a conference with the supervisor has taken place and does not indicate agreement or disagreement.**

***PPS Provider's Signature** _____ **Date** _____

***Supervisor's Signature** _____ **Date** _____

❑ PPS Provider's/Social Worker's Comments Attached

NAME: _____ **SCHOOL YEAR:** _____

I. PLANNING AND DEVELOPMENT OF SCHOOL COUNSELING PROGRAM The PPS provider contributes to the planning and and development of the school counseling program by:	LEVEL OF PERFORMANCE Meets or Exceeds Expectations	Improvement Needed	Not Applicable or Not Observed
1. Assisting the team in defining the objectives of the program for pupils, parents and faculty and develops plans of action to meet these objectives.			
2. Implementing aspects of the program in a meaningful sequence of counseling services.			

Comments:

Recommendations:

NAME: _____ **SCHOOL YEAR:** _____

II. COUNSELING The PPS provider demonstrates their counseling skills by:	LEVEL OF PERFORMANCE Meets or Exceeds Expectations	Improvement Needed	Not Applicable or Not Observed
1. Creating a counseling relationship that facilitates decision making, self-exploration and self-acceptance.			
2. Providing personal and environmental information to the pupil as required, regarding his/her plans, choices problems.			
3. Being multi-cultural sensitive.			
4. Establishing rapport.			
5. Demonstrating a clear understanding of the physical, emotional and social development of students.			
6. Exhibits knowledge and use of various counseling theories and techniques.			

Comments:

Recommendations:

NAME: _____ **SCHOOL YEAR:** _____

III. STUDENT RECORDS AND ASSESSMENT The PPS provider demonstrates the ability to gather pertinent information about students and utilizes it appropriately by:	LEVEL OF PERFORMANCE Meets or Exceeds Expectations	Improvement Needed	Not Applicable or Not Observed
1. Accumulating meaningful information concerning pupil through such means as conferences with pupils and parents, standardized test scores, academic records, records of past experience, anecdotal records, rating scales.			
2. Interpreting pupil information to pupils, parents, teachers, administrators and others professionally concerned with the pupil.			
3. Identifying pupils with special abilities or needs.			
4. Evaluating and/or monitoring student progress.			

Comments:

Recommendations:

NAME: _____ **SCHOOL YEAR:** _____

IV. EDUCATIONAL AND OCCUPATIONAL PLANNING The PPS provider demonstrates knowledge and counseling skills in educational and occupational planning by:	LEVEL OF PERFORMANCE Meets or Exceeds Expectations	Improvement Needed	Not Applicable or Not Observed
1. Collecting and disseminating to pupils and parents information concerning careers, opportunities for further education and training and school curricular offerings.			
2. Assisting the pupil and his parents in relating the pupil's interests, aptitudes and abilities to current and future educational and occupational opportunities and requirements.			
3. Assisting pupils and parents in understanding procedures for making college or employment applications and planning for financing the pupil's post-secondary goals.			

Comments:

Recommendations:

NAME: _____ **SCHOOL YEAR:** _____

V. COLLABORATION The PPS provider shall demonstrate that he or she develops an effective collaborative relationship with students, parents or caregivers, as needed, and appropriate support personnel to meet the counseling needs of the students by:	LEVEL OF PERFORMANCE **Meets or Exceeds Expectations**	**Improvement Needed**	**Not Applicable or Not Observed**
1. Consulting with school administrators and members of the school faculty relative to the curricular offerings which will meet the abilities, interests and needs of the pupils.			
2. Facilitating referrals.			
3. Maintaining a working relationship with community resources and school personnel, including industry and other secondary and post-secondary educational institutions.			
4. Providing a follow-up of referral agency recommendations to help the pupil and/or his family work through problems.			
5. Providing case management.			
6. Sharing pertinent information with teachers and staff when appropriate.			
7. Helping teachers to identify pupils with special needs or problems and keeping teachers informed of developments concerning individual pupils.			
8. Acting as a professional resource to teachers and staff in areas of instruction and all aspects of student development.			
9. Creating an environment that is welcoming and accessible.			

Comments:

Recommendations:

NAME: _____ **SCHOOL YEAR:** _____

VI. **PARENT ORIENTATION** The PPS provider demonstrates parent orientation skills by:	LEVEL OF PERFORMANCE: **Meets or Exceeds Expectations**	**Improvement Needed**	**Not Applicable or Not Observed**
1. Establishing rapport with parents.			
2. Interpreting the guidance and counseling services of the school.			
3. Providing parents with information about school policies and procedures, school course offerings, educational and occupational opportunities and requirements and resources.			
4. Assisting parents in developing realistic perceptions of their children's aptitudes, abilities, interests, attitudes and development as related to educational and occupation planning, school progress, and personal-social development.			

Comments:

Recommendations:

NAME: _____ **SCHOOL YEAR:** _____

VII. DATA MANAGEMENT AND PROGRAM DEVELOPMENT The PPS provider shall demonstrate data management skills by:	LEVEL OF PERFORMANCE Meets or Exceeds Expectations	Improvement Needed	Not Applicable or Not Observed
1. Working with others in conducting studies in the following areas: a. Follow-up of graduates or pupils who have withdrawn.			
b. Relationship of scholastic aptitude and achievement to selection of course study, class placement and post high school education and occupational placement.			
c. Pupil personnel data based on educational and guidance needs of pupils.			
d. Occupational trends.			
e. Evaluation of schools counseling and counseling services.			

Comments:

Recommendations:

NAME: _____ **SCHOOL YEAR:** _____

	LEVEL OF PERFORMANCE		
VIII. REFLECTIVE AND RESPONSIVE PRACTICE The PPS provider shall demonstrate that practice is reviewed, effectively assessed and appropriate adjustments are made on a continuing basis by:	**Meets or Exceeds Expectations**	**Improvement Needed**	**Not Applicable or Not Observed**
1. Developing and completing annual goal(s).			
2. Participating in organizations related to counseling.			
3. Having a positive attitude toward counseling and learning.			
4. Participating in workshops, conferences, study groups, planning and research projects, pilot programs and other activities related to professional development.			
5. Accepting and utilizing pupil feedback in planning counseling activities.			
6. Evaluating own performance and initiating changes.			
7. Changing practice based upon evaluations.			
8. Keeping current with subject matter knowledge, New York State requirements and expectations, and improvement in counseling.			

Comments:

Recommendations:

NAME: _____ **SCHOOL YEAR:** _____

IX. PROFESSIONALISM The PPS provider demonstrates professionalism by:	LEVEL OF PERFORMANCE Meets or Exceeds Expectations	Improvement Needed	Not Applicable or Not Observed
1. Ensuring recommendations, progress reports and other reports are submitted in a timely manner.			
2. Understanding, supporting and enforcing State law, State Education Department Regulations, School Board policies, and established district and building administrative procedures.			
3. Complies with school expectations regarding: a. absenteeism _____ days absent as of _____			
b. tardiness			
c. meetings			
d. committees			
e. assignments			
4. Demonstrating time management skills.			
5. Showing enthusiasm and demonstrating initiative in the school setting.			
6. Maintaining confidentiality in a professional manner.			

Comments:

Recommendations:

T-S-T BOCES Exceptional Education Department

Teacher Improvement Plan

Name of Professional Staff Member:
Current Assignment:
Date:
Name of BOCES Administrator:

Please sign the statement below and return a signed copy to me, which I will send to your Personnel file. Your signature will not indicate agreement or disagreement with this memo, only that you have received it and understand that it will be sent to your Personnel file. You may attach a written response and request that it be sent to your Personnel file. Please return a signed copy (with a response, if desired,) within five business days.

My signature below indicates that I have received and read this document, and that I understand that this will be placed in my personnel file.

_____ *Date* _____

What are the primary performance areas in need of improvement?

What concerns, observations, or behaviors have led to a need for improvement in these areas?

What are the expectations?
It is expected that _____ demonstrate marked and consistent performance improvement in the following areas-

How will data be collected in order to assess improvement?

What resources will be put in place to support the teacher in meeting the responsibility to improve?

What is the timeline for improvement?

TST BOCES APPR Professional Development for Evaluators

Administrators using the APPR plan to evaluate TST BOCES instructional staff will participate in an orientation to processes and forms included in the plan.

Professional development for administrators may include one or more of the following:

1. Discussion and sharing about use of the APPR instruments and process
2. Sharing of ideas about effective questioning and discussion techniques for post-observation conferences
3. Evaluation of one or more videotaped lessons using the APPR instruments, followed by sharing and discussion.
4. Sharing effective ways to assist teachers with Teacher Improvement Plans

Professional development for evaluators may take place during the summer administrative retreat and/or during monthly ALT meetings.