

### BOARD OF COOPERATIVE EDUCATIONAL SERVICES SECOND SUPERVISORY DISTRICT COUNTIES OF MONROE AND ORLEANS

There will be a Reorganizational Meeting of the Monroe 2-Orleans Board of Cooperative Educational Services on Wednesday, July 9, 2025, at 6:00 pm at the Richard E. TenHaken Educational Services Center, 3599 Big Ridge Road, Spencerport, NY 14559. Immediately following the Reorganizational Meeting, there will be a Regular Meeting.

An executive session is anticipated after the regular meeting to discuss collective bargaining unit negotiations.

### **BOARD MEMBERS**

Dennis Laba R. Charles Phillips John Abbott Christa Bowling Kathleen Dillon

Gerald Maar Michael May

Stephanie Merkley James Musshafen

### **AGENDA**

- 1. Clerk as Temporary Chairperson (Clerk is designated per Board Policy #1438.)
- Administration of Oath to Board Members and District Superintendent 2.
- 3. Election of Officers and Administration of Oaths
  - President 1.
  - 2. Vice President
- Appointment of Officers, et. al.: 4.

1.	Treasurer	Jennifer Talbot	
2.	Assistant Treasurer	Steve Roland	
3.	Clerk of the Board and Alternate	•	No extra compensation No extra compensation
4.	Internal Claims Auditor and Alternate	Vicki Amorosa Melanie Dickson (alte	\$35.01/hour ernate) No extra compensation
5.	Records Retention and Disposition Officer	Colleen Cieslinski	
6.	Records Access Officer	Kelly Mutschler	

7. Records Management Officer James Belair

8. Registrars of Attendance **Emily Rutherford** 

Cynthia M. Hazen-Williams

Lorraine Bennett

9. Medicaid Compliance Officer **Rob Nells** 

10. Purchasing Agent and Wendy Vergamini Steve Roland (alternate) Alternate

July 09, 2025 Reorganizational and Regular Board Meeting

11. Asbestos Designee Scott Mason

12. FERPA Compliance Officer Lynda VanCoske

13. Rochester Area Schools Steve Roland

Health Plan Designee Thomas Putnam (alternate)

14. Rochester Area Schools Steve Roland

Health Plan II Designee Karen Brown (alternate)

15. Rochester Area Schools Steve Roland

Workers' Compensation Karen Brown (alternate)

Plan Designee

5. Administration of Oaths to Appointed Officers, et. al., who are present; oaths to others to be administered prior to initiating duties.

6. Other appointments:

1.	<b>BOCES Attorney</b>	Hodgson Russ, LLP	Per rate schedule
2.	BOCES Attorney	Villani & Grow	Per rate schedule
3.	<b>BOCES Attorney</b>	Bond, Schoeneck	Per rate schedule
		and King, PLLC	

4. Extraclassroom Activity Personnel:

a. SkillsUSA Advisor Jennifer Probst \$ 1,699.00
 b. Central Treasurer Allysia Pogel No extra compensation
 c. Faculty Advisor Theresa Alampi-Cortez No extra compensation

d. National Technical

Honor Society Melissa Doherty \$ 640.00

5. External Independent Mengel, Metzger, Barr & Co \$36,850.00

Auditor

6. Internal Auditor Lumsden McCormick, CPA \$17,600.00

7. Civil Rights Compliance Karen Brown
Officers Steve Roland

(Title VII, Title IX, ADA & 504)

8. BOCES Physician Sarah Irons, MD \$17,000.00

9. Nurse Practitioners Barbara Swanson

Cynthia Lawrence

10. Chemical Hygiene Officer Barbara Swanson

and Alternate Cynthia Lawrence (alternate)

11. Liaison for Homeless Kerry Macko

Children & Youth

12. Official to Receive Student Thomas Schulte

Sentence/Adjudication in

Criminal/Juvenile Delinquency Proceedings

July 09, 2025 Reorganizational and Regular Board Meeting

13. Radiation Safety Officer Barbara Swanson

and Alternate Cynthia Lawrence (alternate)

14. Compliance Officer (H.R.) Karen Brown

15. Copyright Officer James Belair

16. Integrated Pest

Travis Sleight

Management Coordinator

(IPM)/Pesticide Representative

17. BOCES-wide Dignity for

All Students Act Coordinator **Thomas Schulte** 

18. School-level Dignity for All Students Act Coordinators:

Lisa Robinson Regional Summer School (Hilton High School)

Scott Mikulski Regional Summer School (Greece Olympia Academy)

Dr. John Clifford Greece Credit Recovery Program

Erin Oliveri Extended School Year Program (Terry Taylor Elementary)
Robert Nells Extended School Year Program (Ridgecrest Academy)

Preschool

Lindsay Warner Westview Exceptional Children

Suzanne Maxim Exceptional Children Learning Center

Suzanne Maxim Rochester Tech Park

Suzanne Maxim Special Education District Based and Transition Programs

James Bates Ridgecrest Academy

David Thering WEMOCO

Ed Mongold Westside Academy

19. Chief Emergency Officer Douglas Comanzo

20. Data Protection Officer Ray Miller

### 7. <u>Designations:</u>

1. Official Bank Depositories:

The following banks and trust companies and their affiliated firms are designated for the deposit of Monroe 2-Orleans BOCES funds in accordance with considerations of financial stability. The maximum amount on deposit at any one of the identified financial institutions shall not exceed the amount set by Board regulation.

### Names of Institutions

J. P. Morgan Chase; J. P. Morgan Securities; Manufacturers and Traders Trust Co. (M&T Bank); Wilmington Trust, Five Star Bank, New York Cooperative Liquid Assets Securities Systems (NYCLASS)

- 2. Official newspaper: Democrat and Chronicle
- 3. Official Bulletin Board for Postings: Main Hallway of Educational Services Center

### 8. Authorizations:

- 1. District Superintendent to certify payrolls. Assistant Superintendent for Finance and Operations as Alternate in the absence of the District Superintendent.
- 2. District Superintendent to approve part-time personnel at previously approved Board salary/wage rates.
- 3. District Superintendent to sign and/or approve any and all documents and contracts requiring the signature of the District Superintendent.
- 4. Approval of organizational memberships and Board Member and Administrator attendance of the:
  - Monroe County School Boards Association
  - Orleans County School Boards Association
  - Upstate Institute for School Board & Staff Development
  - New York State School Boards Association
  - National School Boards Association
  - BOCES Educational Consortium
  - American Association of School Administrators
  - American Association of Educational Service Agencies
  - Association for Supervision and Curriculum Development
  - BOCES Conferences
  - Meetings called by the State Education Department
  - Meetings necessary to perform the functions and responsibilities of the board members and administration
- 5. Establishment of Petty Cash and Change Fund in:

	,		<u>Designated Persons</u>
a.	Administration	\$100.00	Melanie Dickson
b.	Career/Tech Education (Petty Cash)	\$100.00	Allysia Pogel
c.	Career/Tech Education (Change)	\$100.00	Allysia Pogel
d.	Career/Tech Education (Change-Culinary)	\$ 50.00	Allysia Pogel
e.	Science Center Office	\$ 75.00	Gina Vaccarella
f.	Communications/Technology	\$ 50.00	Lucy Fagan
g.	Exceptional Children	\$100.00	Tanya Frank
h.	Westside Academy	\$ 50.00	Lorraine Bennett
i.	Center for Workforce Development (Change)	\$ 40.00	Nicole Carpenter
j.	Café/Coffee Cart (Westview)	\$ 25.00	Kimberly Stephenson

- 6. Designation of Treasurer or Assistant Treasurer to sign all checks.
- 7. President and/or Chief Executive Officer to sign necessary contracts and documents on behalf of the Board of Cooperative Educational Services.
- 8. Vice-President to sign contracts and documents in the absence of the President.
- 9. District Superintendent or designee to approve all budget appropriations in accordance with Commissioner's Regulations Section 170.2.

- 9. <u>Bonding of Personnel</u>: District Treasurer, Central Treasurer of Extraclassroom Activity Account, Assistant Superintendent for Finance and Operation, Assistant Treasurer, and other employees who handle cash to be covered by a \$5,000,000 Public Employees Blanket Bond.
- 10. <u>Approval of Advisory Councils' Membership</u>:
  - 1. Special Education
  - 2. Career and Technical Education
  - 3. School Library System
- 11. <u>Appointment of representatives and alternates to Monroe County School Boards Association Committees:</u>
  - 1. District Operations Committee
  - 2. Legislation Committee
  - 3. Information Exchange Committee
- 12. Adjournment

**BREAK** 

### **REGULAR MEETING AGENDA**

- 1. Call to order
- 2. Public Hearing 2025-26 Monroe 2-Orleans BOCES District-Wide School Safety Plan (SAVE)
- 3. Approval of Minutes:

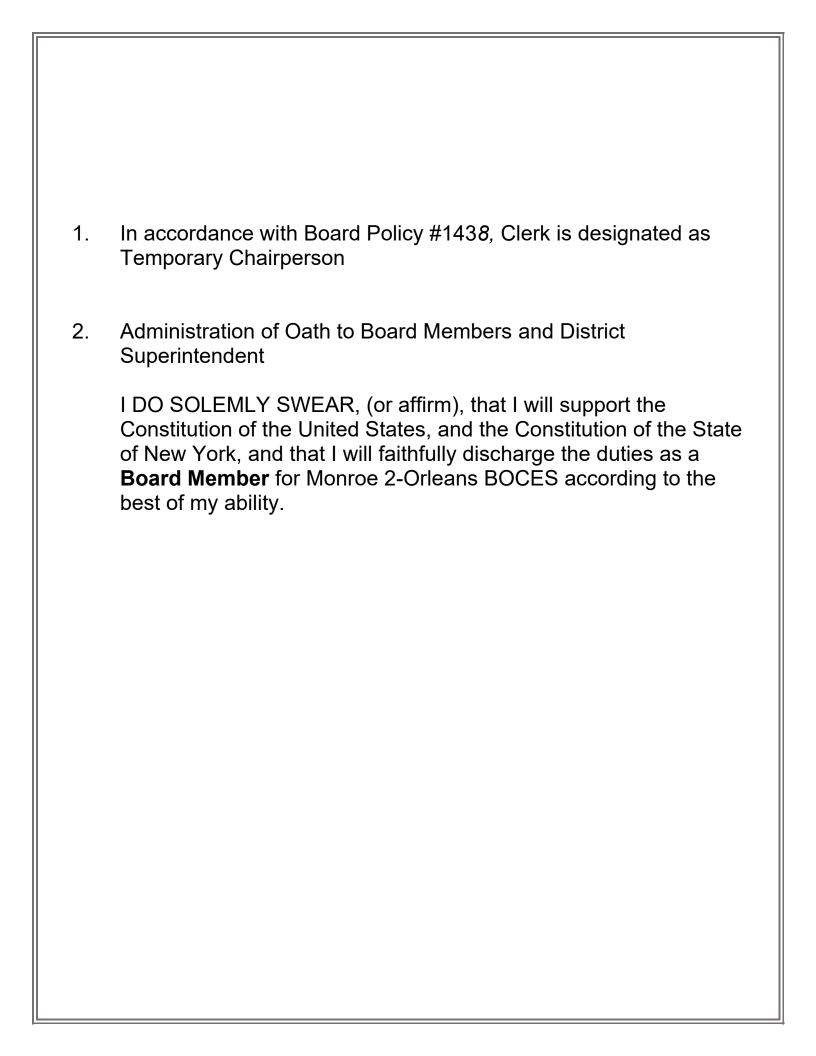
Resolution to Approve the June 18, 2025 Regular Meeting Minutes

- 4. Public Interaction
- 5. Financial Reports
  - 1. Resolution to Accept Treasurer's Report
  - 2. Resolution to Accept WinCap Report
  - 3. Internal Claims Log
- 6. Audit Committee
  - 1. Resolution to Approve June 18, 2025, Audit Committee Meeting Minutes
  - 2. Resolution to Accept Test Report for Year Ending June 30, 2025
  - Resolution to Accept Test Report Corrective Action Plan for Year Ending June 30, 2025
  - 4. Resolution to appoint 2025-26 Audit Committee Members: John Abbott, Dennis Laba, Michael May, R. Charles Phillips
- 7. Old Business
- 8. New Business
  - 1. First Reading 25-26 District-Wide School Safety Plan (S.A.V.E.)
  - 2. Resolution to Approve BOCES 2 United Professionals State Approved Teacher Annual Professional Performance Review (APPR) Plan 2025-26 (Marijo Pearson)
  - 3. Resolution to Approve State Approved Principal Annual Professional Performance Review (APPR) Plan 2025-26 (Marijo Pearson)

- 4. Resolution to Accept Donation from Meagan Ayles
- 5. Resolution to Accept Donation from Society of Plastics Engineers
- 6. Resolution to Approve Restated Rochester Area School Health Plan I Municipal Cooperation Agreement
- 7. Resolution to Approve Lease Amendment with Roberts Wesleyan University
- 8. Resolution to Approve Second Amendment to Lease with Tech Park Owner, LLC (maybe walked in)
- 9. Personnel and Staffing
  - 1. Resolution to Approve Personnel and Staffing Agenda
- 10. Bids/Lease Purchases there are no bid/lease purchase this month
  - 1. Resolution to Accept Daily Cleaning Services Bid
- 11 Executive Officer's Reports
  - 1. Albany D.S. Report
  - 2. Local Update
- 12. Upcoming Meetings/Calendar Events

July 31		NYSSBA Summer Law Conference (Albany)
July 1-2		NYSSBA Leadership in Education (Albany)
Aug 5-6		NYSSBA Summer Law Conference - Live Virtual
Aug 6	Noon	MCSBA Steering Committee - Strathallan
Aug 20	6:00 pm	Board Meeting - ESC Board Room

- 13. Other Items
- 14. Adjournment



## 3. Election of Officers and Administration of Oath

a. President

Clerk will open the floor for nominations for President; each nomination needs a second.

Vote taken

Administration of Oath to Board President.

I DO SOLEMLY SWEAR, (or affirm), that I will support the Constitution of the United States, and the Constitution of the State of New York, and that I will faithfully discharge the duties as a **President** for Monroe 2-Orleans BOCES according to the best of my ability.

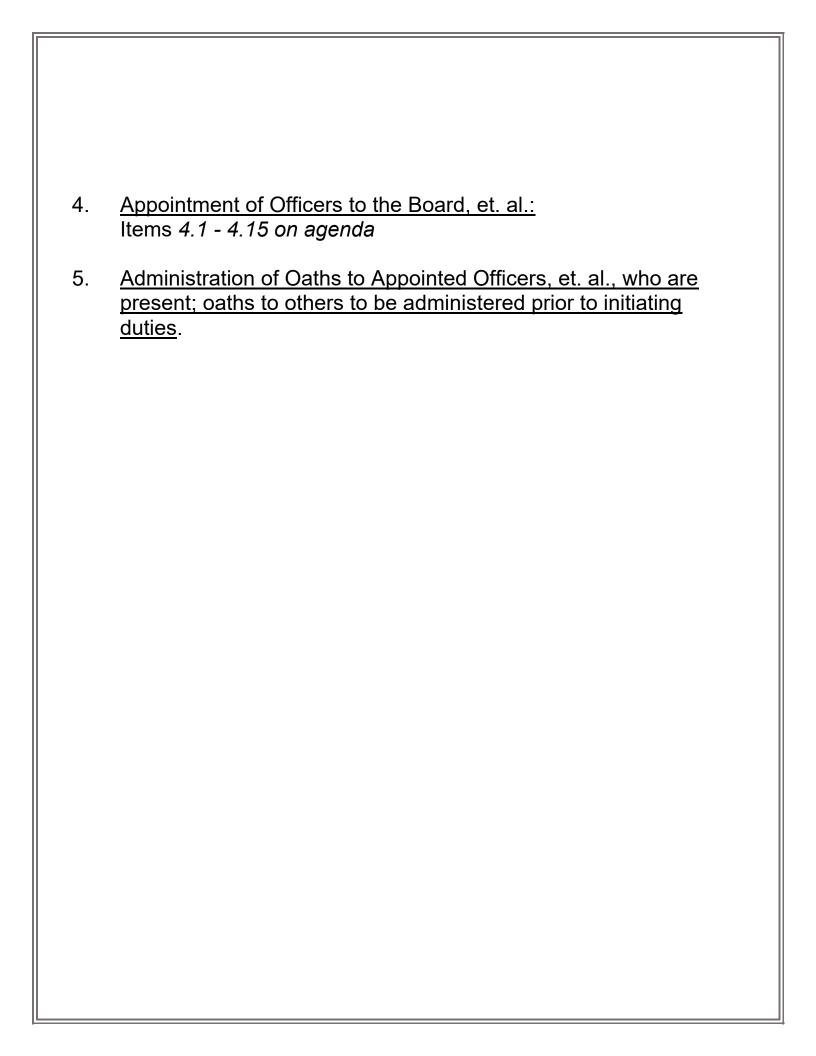
Board President will take over the meeting.

b. Vice President

President will open the floor for nominations for Vice President.

Vote taken

Administration of oath to Board Vice President



## Other appointments: 1. BOCES Attorney 6.

- BOCES Attorney
  BOCES Attorney
- 2.
- 3. **BOCES Attorney**

Hodgson Russ, LLP Villani & Grow Bond, Schoeneck and King, PLLC

Per rate schedule Per rate schedule Per rate schedule

# Attorney Rates Comparison 2025-2026

Firm	Partners	Sr. Associates	Associates	Law Clerks	Legal Assistants
Hodgson Russ LLP	\$347/hr.	\$329/hr.	\$312/hr.	\$237/hr.	\$168/hr.
Villani & Grow	\$200/hr.	N/A	N/A	N/A	N/A
Bond Schoeneck & King	\$310/hr.	N/A	\$290/hr.	\$200/hr.	\$175/hr.

<ul> <li>11. Approval of Advisory Councils' Membership:</li> <li>1. Special Education</li> <li>2. Career and Technical Education</li> <li>3. School Library System</li> </ul>	

### Shared Decision Making SPECIAL EDUCATION ADVISORY COUNCIL MEMBERSHIP 2025-2026

I. Three (3) representatives from local institutions of higher learning:

1. Ms. Carol Godsave

(Representing SUNY Brockport) Phone: C – 991-3106

17 Stuyvesant Manor Email: cgodsave@brockport.edu

Geneseo, NY 14454

2. Ms. Kimberly Prouty

(Representing Roberts Wesleyan Phone: W - 594-6685 College) C - 208-4362

2301 Westside Drive Email: prouty kimberly@roberts.edu

Rochester, NY 14624

3. TBD

II. Four (4) representatives from local agencies serving persons with disabilities:

TBD – waiting for confirmation from Arc of Monroe and OPWDD

III. One (1) Physician

1. Dr. Sarah Irons (1<sup>st</sup> yr of 1 yr appt) 2000 Empire State Blvd Phone: (585) 922-0970

Webster, NY 14580 Email:

sarah.irons@rochesterregionalhealth.com

IV. One (1) representative of the Executive Committee of the Special Education Parent-Teacher Organization (SEPTO)

1. Ms. Sarah Davis (2nd yr of 1 yr appt) 254 Boca Avenue Phone: W – 617-2597

Rochester, NY 14626 C – (507) 575 -4015

Email: sdavis@monroe2boces.org

V. Ten (10) parents of children with disabilities representing the BOCES geographic area:

1. Jessica Vander Veer (1st yr of 1 yr appt.)
14 Diana Drive Phones: C- (585) 301-0852
Scottsville, NY 14545 Email: giversonjr@gmail.com

Others to be determined

VI. Four (4) representatives from local industry and business:

Mr. Michael Place

LaBella Associates, DPC

State Street

Phone: W – 295-6262 C- 410-3586

Email: Mplace@labellaPC.com

Others to be determined

Rochester, NY 14614

VII. Two (2) representatives of Boards of Education of component school districts:

1. Christa Bowling
C:(315) 694-1814 Unl
cbowling@monroe2boces.org
Kendall, NY 14476

### MONROE 2-ORLEANS BOCES CAREER AND TECHNICAL EDUCATION ADVISORY COUNCIL

## **2025-2026 Membership**

Jon Koeng, Principal Monroe 2-Orleans BOCES Career and Technical Education 3589 Big Ridge Road Spencerport, NY 14559 jkoeng@monroe2boces.org	352-2470
Dr. Thomas Putnam, Superintendent Monroe 2-Orleans BOCES 3599 Big Ridge Road Spencerport, NY 14559 tputnam@monroe2boces.org	352-2410
Thomas Schulte, ASI Monroe 2-Orleans BOCES 3599 Big Ridge Road Spencerport, NY 14559 tschulte@monroe2boces.org	352-2415
Dennis Laba Monroe 2-Orleans BOCES dlaba@monroe2boces.org	352-2400
Kerry Macko, Director of Exceptional Children Monroe 2-Orleans BOCES 160 Wallace Way Rochester, NY 14624 kmacko@monroe2boces.org	617-2450
Nicole Bell, Coordinator RBE-RN Monroe 2-Orleans BOCES 3599 Big Ridge Road Spencerport, NY 14559 nbell@monroe2boces.org	352-2791
Corinne Smith, Specialist RBE-RN Monroe 2-Orleans BOCES 3599 Big Ridge Road Spencerport, NY 14559 csmith@monroe2boces.org	352-2671
Shawna Gareau-Kurtz, Director Rebecca Horowitz, Asst Director Monroe 2-Orleans BOCES CWD 3555 Buffalo Road Rochester, NY 14624 sgareau@monroe2boces.org	349-9102
rhorowit@monroe2boces.org  Dr. Robin Cole, Jr, VP Economic Development Bill Rotenberg, Project Director  Monroe Community College 1057 E. Henrietta Road Rochester, NY 14623 Rcole23@monroecc.edu wrotenburg@monroecc.edu	262-1483

Lauren Bunnell, Enrollment Coordinator **Monroe Community College**, Brighton Campus Rochester, NY 14623 <u>lbunnell@monroecc.edu</u> 292-3199

275-7640

Dawn Breitung Andrea Bertucci

**Children's Institute** 

<u>dbreitung@childrensinstitute.net</u> <u>abertucci@childrensinstitute.net</u>

Jamila Smith, Career Pathways Development Manager

**URMC** 

Jamila smith@urmc.rochester.edu

Stephanie Von Bacho, EdD, MS, RN, NEA-BC U of R Senior Director for Learning and Development, Clinical Enterprise 601 Elmwood Avenue Box 619-21 Rochester, NY 14642

Robert Duffy, President & CEO rduffy@greaterrochesterchamber.com
Rochester Chamber of Commerce
Ferah Roman, Director, RBA Staffing & Screening
Ferah.roman@rbastaffing.com

Tony DiTucci., Director of Outreach/Workforce Development

Livingston Associates

80 W River Road

Scottsville, NY 14546

Aditucci@livingstonassociates.com

Tracy Gyoerkoe **NYS TAC** tracy@spnet.us

Carrie Cokely, VP Academic Affairs Alfred State University Cokelyca@alfredstate.edu

Aaron Drum, Sales Engineer (585) 248-8200 Haas Factory Outlet, Division of NYMAT Machine Tool Corp.

Ana Liss, Executive Director 753-2012

**MCIDC** 

Rebecca Case Caico, Planning Department 50 West Main Street Suite 8100 Rochester, NY 14614 <a href="mailto:analiss@monroecounty.gov">analiss@monroecounty.gov</a>

rebeccacaico@monroecounty.gov

Richard Turner, Director of Workforce Development 753-2005

Bob Coyne **RTMA** 

50 West Main Street Suite 8100

Rochester, NY 14614 <a href="mailto:rturner@rtma.org">rturner@rtma.org</a>

bcoyne@rtma.org

Dave Seeley, Executive Director Laura Seelman, Business Services Manager 258-3500 RochesterWorks! 100 College Avenue Rochester, NY 14607 dseeley@rochesterworks.org lseelman@rochesterworks.org Dawn Haberer, Counselor 238-2900 **ACESS-VR** 109 South Union Street Rochester, NY 14607 Dawn.Haberer@nysed.gov Jason Kirchhoff, Associate Services Rep Renee Wilmoth, Senior Employment Counselor Christina Fraser, Employment Counselor **Department of Labor** jason.kirchhoff@labor.ny.gov Renee.wilmoth@labor.ny.gov Christina.fraser@labor.ny.gov Victoria Record, EdD, RN, AGPCNP-BC, CNE President of RGCOHC & IGH **Rochester Regional** Victoria record@rochesterregional.org Andrea Lista, Executive Director 753-2559 Susan Coyle, 4-H Program Leader 753-2567 Jarmila Haseler, Agriculture & Food System Educator **Cornell Cooperative** 2449 St. Paul Blvd. Rochester, NY 14617 aml355@cornell.edu smc226@cornell.edu jh954@cornell.edu Tish Ferguson, CTE Parent Rep 352-2629 tferguso@monroe2boces.org Student Reps (Seniors): Xavior Williams Brianna Ferguson **Monroe 2-Orleans BOCES - CTE** Paulette Reddick, Coordinator of Inclusive Education 637-7449 ext. 2455 **Brockport CSD** 40 Allen Street Brockport, NY 14420 paulette.reddick@bcs1.org Mike LeGault, AP Hilton CSD - HS mlegault@hilton.k12.ny.us Corey Skinner, Director of School to Career Pathways 966-2435 Greece CSD 750 Maiden Lane Rochester, NY 14615

Corey.skinner@greecesd.org

Sheldon Cox, Director Terri Woodard, CTE TOA Rochester CSD <u>Sheldon.cox@rcsdk12.org</u> <u>terri.woodard@rcsdk12.org</u>

Sean Bruno, Superintendent Brockport CSD sean.bruno@bcs1.org

Troy Olin, ASI for Instruction Gates Chili CSD Troy olin@gateschili.org

Jason Cline, AP Churchville-Chili CSD jcline@cccsd.org

Cathy Hauber, Superintendent
TBD, Assistant Superintendent
Cherie Becker, Director of Student Programs
Mike Ehret, Principal
Svetlana Stowell, Director of Diversity/Equity
Sean Reinhardt, Consultant Teacher
Selene France, Work Experience Coordinator
Cyndi Stuart, SE Consultant Teacher
William Gregory, Director of Technology
Lynne Buttino, EMCC School Counselor
Monroe 1
EMCC
41 O'Connor Road
Fairport, NY 14450
Cherie becker@boces.monroe.edu
Michael ehret@boces.monroe.edu

Brian Neeman, Superintendent Webster CSD brian neenan@webstercsd.org

Brett Provenzano, Superintendent Fairport CSD brett.provenzano@fairport.org

Kristin Larsen, Assistant Superintendent Honeoye Falls Lima CSD Kristin.Larsen@hflcsd.org 383-2234 387-3815

## Monroe 2-Orleans BOCES School Library System 2025-2026 Council Appointments

#### **Council Member District**

**Brockport** Colleen Pittman, School Library Media Specialist (term expires 2027)

Pending paperwork

Ginther Elementary School

40 Allen Street

Brockport, N.Y. 14420

Churchville-Chili Sarah Wergin, School Library Media Specialist (term expires 2026)

Churchville Chili High School

5786 Buffalo Rd

Churchville, NY 14428

Gates Chili Matt Harvey, School Library Media Specialist (term expires 2028)

District Wide School Library Coach

571 Paul Rd

Rochester, NY 14624

Greece Rachel Goforth, School Library Media Specialist (term expires 2028)

> **Council President** Olympia High School 1139 Maiden Lane Rochester, NY 14615

Hilton Angela Boccuzzi-Reichert, School Library Media Specialist (term expires 2027)

Pending paperwork

Merton Williams Middle School

200 School Lane Hilton, N.Y. 14468

Holley Karensa Reber, School Library Media Specialist (term expires 2028)

> Holley JR/SR High School 3800 North Main Street Holley, N.Y. 14470

Kendall Alicia Charland School Library Media Specialist (term expires 2028)

> Kendall Central School District 16887 Roosevelt Highway Kendall, NY 14476

Non Public

School

Vacant

Spencerport Jessica Wiedenhofer, School Library Media Specialist (term expires 2026)

Spencerport Cosgrove Middle School

2749 Spencerport Road Spencerport, N.Y. 14559

Wheatland-Chili Jennifer Voight, School Library Media Specialist (term expires 2027)

Pending paperwork Middle/High School 940 North Rd

Scottsville, NY 14546

## **Community Council Member**

Rochester Regional Tina Broomfield, Member Services Librarian

Library Council Rochester Regional Library Council

3445 Winton Place, Suite 204

Rochester, N.Y. 14623

Monroe County Tonia Burton, Children's Services Consultant

Library System Monroe County Library System

115 South Avenue Rochester, N.Y. 14604

SUNY Brockport Jennifer Kegler, Librarian

Academic Librarian SUNY Brockport

350 New Campus Drive Brockport NY, 14220

### **Communication and Technology Services**

Library Automation Stephanie Butler and Taryn Johnston

Monroe 2-Orleans BOCES

3625 Buffalo Road Rochester, N.Y. 14624

Media Library Lindsay Neumire, Instructional Technology Media Specialist

Monroe 2 Orleans BOCES

3625 Buffalo Road Rochester, N.Y. 14624

School Library System Jim Belair, Coordinator, School Library Services

Monroe 2-Orleans BOCES

3625 Buffalo Road Rochester, N.Y. 14624

REGULAR MEETING AGENDA	
REGULAR MEETING AGENDA	
1. Call to order	
1. Call to order	

2.	Public Hearing 2025-26 Monroe 2-Orleans BOCES District-Wide School Safety Plan (SAVE)
	concertain (chira)

3.	Approval of Minutes:
	4 1 1 2 2 3 m 2 2 3 m 2 2 3 m

# BOARD OF COOPERATIVE EDUCATIONAL SERVICES SECOND SUPERVISORY DISTRICT COUNTIES OF MONROE AND ORLEANS

### **MINUTES**

of the Regular Meeting held on Wednesday, June 18, 2025, at 6:00 p.m. at the Richard E. Ten Haken Educational Services Center, 3599 Big Ridge Road, Spencerport, New York 14559

### **Members Present**

Dennis Laba, President

John Abbott Gerald Maar
Christa Bowling Michael May
Kathy Dillon James Musshafen
Trina Lorentz

Absent: R. Chuck Phillips

**Staff Present** 

Thomas K. Putnam
Karen Brown
Steve Dawe
Steve Roland
Jill Slavny

Kelly Mutschler
Marijo Pearson
Steve Roland
Jill Slavny

Additional Staff: Lisa Bayer, Amanda Bianchi, Tina Bonfiglio, Colleen Bradfield, Jennifer Carlenius, Kathryn Carmina, Megan Carroll, Heather Case, Lyndsey Chenier, Kristen Conjerti, Sarah Davis, Krystal Eichas, Andrew Fowler, Toni Gagnier, Catherine Gartland, Samantha Giuliano, Christopher Gold, Alicia Granville, Kaitlyn Hoag, Mackenzie Hoven, Nicole Johnson, Michele Juzwiak, Maria Katsetos, Grace Keegan, Corinne Killenbeck (Young), Megan Knopp, Johanna Korn, Cory Lancer, Viki LeBeau, Katrina Martin, Maureen McAnany, Laura McNally, Sherri Micheli, Brittany Miller, Megan Miller, Cynthia Neil-Webster, Leigh Nenni, Natasha Newman, Lisa Palumbo, Nathaniel Parker, Hannah Parkes, Kirsten Payan, Amy Piatek, Melissa Pound, Emily Pukos, Regina Rollins, Jean Rowley, Lisa Ruestow, Marci Scally, Karrie Schauber, Sharon Seman, Paulette Semke, Karen Sesnie, Danielle Sieper, Kimberly Spagnola, Darcy Spinello, Mark Straub, Francesca Surace, Maria Tantillo, Lindsay Vinnik, Gabrielle Westcott, Tracy Wheater, Lori Williams, Paul Yockel

Guests: Rosalie Piatek, John Spagnola, Charles Vitue

- 1. The meeting was called to order by President Laba at 6:00 pm.
- 2. Pledge of Allegiance
- 3. Agenda Modification there were no agenda modifications
- 4. Approval of Minutes

Resolved: To Approve the Minutes of the May 14, 2025, Regular Meeting Moved by M. May, seconded by G. Maar; passed unanimously

- 5. Public Interaction There were 9 speakers
- 6. Financial Reports
  - 1. Resolved: To Accept the Treasurer's Report as presented Moved by J. Abbott, seconded by K. Dillon; passed unanimously

2. Resolved: To Accept the Win Cap Reports as presented Moved by M. May, seconded by G. Maarn; passed unanimously

### 7. Board Presentation –

- Department for Exceptional Children Director Kerry Macko, Exceptional Children Supervisors Maria Katsetos and David Liesegang provided a Transitions Program overview to the board. The board asked questions and thanked Ms. Macko, Ms. Katsetos and Mr. Liesegang.
- 2. Kevin Rademacher and Stacy Welch of LaBella Associates provided the board with space information regarding Rochester Tech Park. The board asked questions and thanked Mr. Rademacher and Ms. Welch who left the meeting at 7:10 pm.

### 8. Audit Committee

The board discussed the 25-26 audit committee membership. Members will be appointed at the Reorganizational Meeting in July, 2025. A resolution to appoint members will be included on the July board meeting agenda

9. <u>Old Business</u> – There was no old business

### 10. New Business

- 1. Resolved: To Approve 2025-26 Fair Share Lease Template as presented *Moved by J. Abbott, seconded by K. Dillon; passed unanimously;*
- 2. Resolved: To Approve 2025-26 Preschool Classroom Lease Template as presented *Moved by K. Dillon, seconded by T. Lorentz; passed unanimously*
- 3. Resolved: To Authorize Funding the Career Technical Education Equipment Reserve Fund up to \$150,000
- 4. Resolved: To Authorize Funding the Teachers' Retirement Contribution Reserve Sub-Fund up to \$50,000
- 5. Resolved: To Authorize Funding the Retirement Contribution Reserve Fund up to \$1,500,000
- 6. Resolved: To Authorize Funding the Insurance Reserve Fund up to \$400,000
- 7. Resolved: To Authorize Funding the Liability Reserve Fund up to \$200,000 Items 10.3-10.7 were moved by J. Abbott, seconded by M. May; passed unanimously
- 8. Resolved: To Approve Spencerport Village Plaza, LLC First Amendment to Lease Agreement as presented

  Moved by G. Maar, seconded by J. Musshafen; passed unanimously
- 9. Resolved: To Accept a Donation of Various Steele Pieces from Ramar Steele Moved by M. May, seconded by K. Dillon; passed unanimously

### 11. Personnel and Staffing

- 1. Resolved: To Approve the Personnel and Staffing Agenda as presented Moved by K. Dillon, seconded by G. Maar; passed unanimously
- 2. Be it so hereby resolved that the Board approves the Agreements between the District Superintendent and the following individuals for the period of July 1, 2025 June 30, 2026:
  - Kelly Mutschler
  - Travis Sleight
  - Jennifer Talbot

Moved by J. Abbott, seconded by M. May; passed unanimously

### 12. Bids/Lease Purchases

WHEREAS, It is the plan of a number of BOCES districts in New York, to consent to jointly enter into an agreement for the 2025 – 2026 fiscal year, for 3DUX Design, 3P Learning, 7 Mindsets Academy, A+ Educators (dba Woz ED Education), Abre.io, Accelerate Learning, Age of Learning, Inc., Aha Moments, Inc., American Reading, Amplify Education, Inc., Apple (Opt-in), Aperture Education, B.E. Publishing, Beable Education, BenchmarkEducation, BlocksCAD, Blocksi, Boddle Learning Inc., Boom Learning, Brain Pop, Branching Minds, Breakout EDU, Brisk Labs Corp., Canva US, Inc., Carahsoft, Carnegie Learning, CEED, Inc., Cengage Learning, Inc., CentralReach, LLC, CharmTech Labs, LLC, Classwork.com dba Work on Learning, Inc. CMS Neptune, Code.org, CodeCombat, CodeHS, Code Monkey, Coder Kids, Inc. DBA Ellipsis Education, Committee for Children, Cordance Operations dba Hapara, Coughlan Companies, dba Buncee, Curriculum Associates, Deeloh Technologies, Inc. (DBA Extempore), Defined Learning, Delta Math, Digital Respons-Ability, Discovery Education, Drone Sports Inc., DroneBlocks LLC, EBSCO, EdforTech Corp., EdforTech Alliance, EdTechLive dba LessonLoop, Edmentum, eDoctrina (Harris Solutions), EdPuzzle. Education Advanced, Educational Vistas, EduPlanet, eDynamic Holdings, LP, Electronic Gaming Federation, Elemetari LLC, EliteGamingLive, Encyclopedia Britannica, Inc., Ereflect Inc., eSpark Learning Inc., EverFi, ExploreLearning, Family Zone dba Linewize, Faria (Rubicon West, Inc.), Forward Education, Frontline Technologies Group, Genially, Grammar Flip, LLC, Great Minds PBC, Harris Computer Corp., HEC Software dba Reading Horizons, Hello World CS, High School Esports League Inc., Hiperware Labs, Hive Class, Inc., HMH Houghton Mifflin Harcourt Publishing Company, imagiLabs AB, Imagine Learning LLC, Immersed Games, Impero, Infobase Holdings, Instructional Empowerment Inc. dba Marzano Evaluation Center, Instructure, Intelitek Inc., iSafe, iStation (Imagination Station), IXL Learning, Just Right Reader, Kahoot! ASA, Khan Academy, Kialo GmbH, Kiddom, Kinems, Kira Learning, Koalluh, Inc. dba LitLab.ai, Kognity, US, Inc., Learn By Doing, Learnics, Learning A-Z, Learning Ally, Learning Explorer, Learning Innovation Catalyst Inc. (LINC), Learning Without Tears, Learning.com, Legends of Learning, LEGO Brand Retail, Inc. dba Lego Education, Lexia Learning Systems, Lightspeed Solutions LLC dba Lightspeed Systems, Liminex Inc. dba GoGuardian, Linkit, Local Impact, Logisoft, Mad-Learn, Maia Learning, Magic School, Inc., MakeMusic Inc., Makers Empire, Mango Languages, Mathspace Inc., McGraw Hill, Merlyn Mind Inc., Mind Education, MMI-CPR School Tech Repair, LLC dba K-12 Tech, Moby Max, MooZoom Education, Inc., Mosa Mack Science, Inc., Mr. Elmer, MusicFirst, Neuron Fuel dba Tynker, Newsela, NextWave Stem, No RedInk, Noiz Ivy, Inc. dba OYOclass.com, Notable dba Kami, NWEA, Passport for Good, Pearson, Performance Learning Systems dba PLS 3rd Learning, Platform Athletics, LLC, Play Vs Inc., PowerSchool Holdings, LLC dba PowerSchool Group LLC, ProSolve, LLC, Quaver, Quizizz Inc., Renaissance Learning, Rethink Autims dba

Rethink ED, REX K-12, Right Reason Technologies, Ripple Effects, Robo Wunderkind, Rocket Drones, Inc., SchoolAI, SchoolBinder DBA TeachBoost, SchooLinks, Scoir, Securly Inc., SeeSaw Learning, SkillStruck Inc., SkyOP, Small Factory Innovations, Smart Science Education, Springbay Studio Ltd., STEM SIMS, Suntex, Tech4Learning, TechRow, Tequipment, The Language Express, Thimble.io, Think Group Holdings, Inc. dba Frenalytics, Think Tech Solutions, TinkRworks, Inc., Tools For Schools, Unruly Studios Inc., UpSavvy, Vivi, LLC, Wakelet, Wallwisher, Inc. dba Padlet, Waterford, WeVideo, WhyMaker, William H. Sadlier, Inc., Work on Learning (dba Teachermade), World Book, Inc., World Wide Scholastic eSports Foundation (NASEF), XAP Corporation, Xello, XSel Labs, YouScience, LLC, zSpace Inc. and,

WHEREAS, The Monroe 2-Orleans BOCES is desirous of participating with other BOCES Districts in New York State in joint agreements for the software/learning packages and licensing mentioned above as authorized by General Municipal Law, Section 119-0, and,

BE IT RESOLVED, That the Monroe 2-Orleans BOCES Board authorizes Erie 1 BOCES to represent it in all matters leading up to and entering into a contract for the purchase of and licensing of the above-mentioned software/learning packages, and record training sessions in Zoom and post those recorded sessions to the consortium, and,

BE IT FURTHER RESOLVED, That the Monroe 2-Orleans BOCES Board agrees to assume its equitable share of the costs associated with Erie 1 BOCES negotiating the Agreements, and,

BE IT FURTHER RESOLVED, That the Monroe 2-Orleans BOCES Board agrees (1)to abide by majority decisions of the participating BOCES on quality standards; (2) Erie 1 BOCES will negotiate contracts according to the majority recommendations; (3) that after contract agreement, it will conduct all purchasing arrangements directly with the vendor.

Moved by G. Maar, seconded by J. Abbott; passed unanimously

#### 13. Executive Officer's Report

### **Updates from Albany**

- Next District Superintendent meeting with SED is next week (6/23-24)
- NYSED is in the process of reviewing leases that all 37 BOCES currently have. Focus is on approval process and student spaces.
- Major Life Event Exemptions New regulation granting superintendent of schools the ability to exempt students from assessments due to major life events.

### **BOCES Updates**

- End of the Year Celebrations
  - CTE Honors Ceremony 5/21
  - Spencerport BOE Meeting with Mike May 5/27
  - Educational Foundation Scholarship Reception 5/29
  - Exceptional Children Moving On Ceremony 6/9
  - Retiree Reception 6/10
  - CTE Recognition Ceremony 6/12

- Westside Academy Senior Celebration 6/16
- Kendall BOE Meeting with Christa Bowling 6/17
- Project Search Celebration 6/18
- Terry Taylor Talent/Art Show coming up 6/20
- Other events County Executive Adam Bello's State of the County Address 6/11
- O&M Building Space Updates
- Your Voice, Our Future Survey
  - Total Respondents: 248
  - Next Steps
    - · Launch climate and culture initiatives
    - Audit HR systems
    - Work to review, refresh, and release an updated BOCES 2 Strategic Plan (3-5 Year Plan).
    - Seek innovative ways to reinforce our role as a regional leader.
    - Embed a culture of belonging into every layer of our work.
    - Enhance communication throughout the organization
- 14. <u>Committee Reports</u>
  - 1. District Operations Committee John Abbott, Kathleen Dillon no meeting in June
  - 2. Legislative Committee Kathleen Dillon, Dennis Laba Regents Norwood and Hale were speakers at a Special Legislative Committee Meeting on June 4.
  - 3. Information Exchange Committee Jim Musshafen, Trina Lorentz no meeting in June
- 15. <u>Upcoming Meetings/Calendar Events</u> the various meetings for the month were listed in the agenda
- 16. Other Items –

At 7:41 pm, K. Dillon made a motion to adjourn the meeting to executive session to discuss the employment history of a particular person; seconded by J. Musshafen passed unanimously

Respectfully Submitted

elly Mutschler

Kelly Mutschler Clerk of the Board

Clerk of the board

17. <u>Executive Sesson</u>

**Members Present** 

Dennis Laba, President John Abbott Christa Bowling Kathleen Dillon Trina Lorentz Gerald Maar Michael May James Musshafen

Others present: Thomas Putnam, Karen Brown,

Steve Roland

At 9:45 pm, a motion was made by G. Maar, seconded by K. Dillon to come out of Executive Session; passed unanimously.

### 18. Adjournment

At 9:45 pm, a motion was made by J. Abbott, to adjourn the meeting, seconded by G. Maar; passed unanimously.

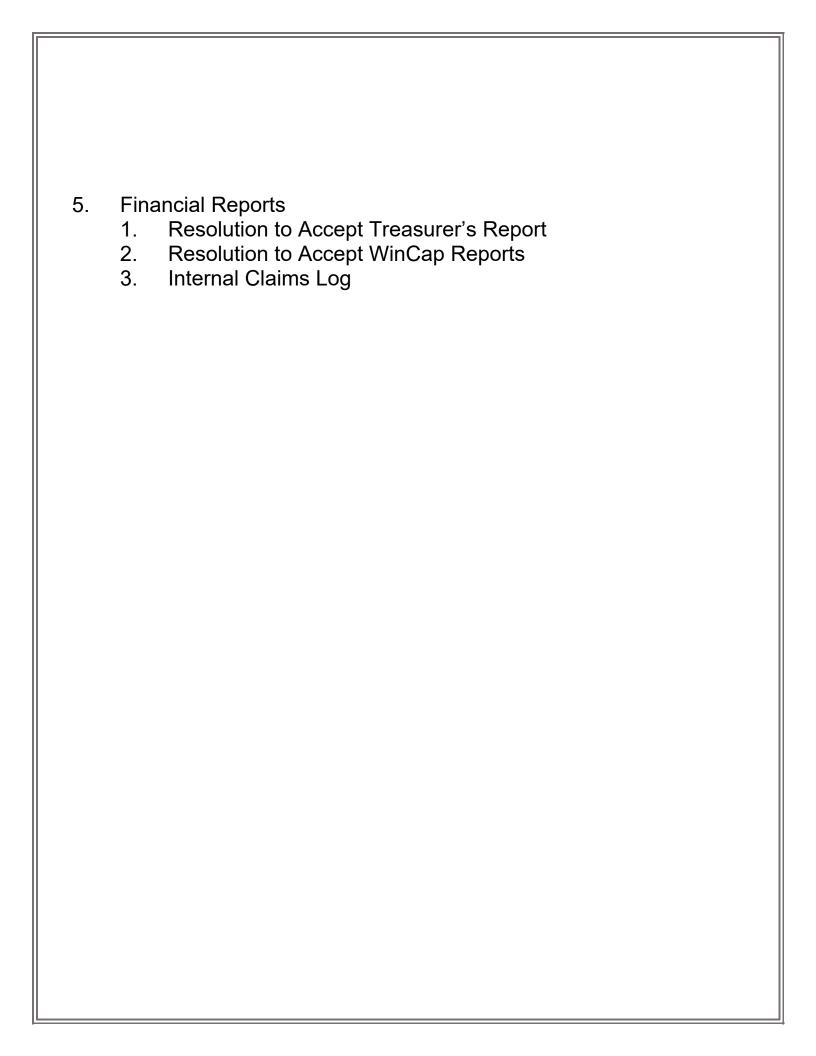
Respectfully submitted,

Thomas K. Putnam

District Superintendent, Clerk Pro Tem

Jhomes K. Pohn

4.	Public Interaction
4.	Fubile interaction



### Monroe 2 - Orleans BOCES

## Treasurer's Report Period Ending May 31, 2025

	GENERA	AL FUND		SPECIAL	AID FUND
BEGINNING CASH ON HAND		26,077,382.06			966,780.22
RECEIPTS:					
Interest Earned	58,452.07			139.54	
Charges for Services	8,074,626.74			99,088.20	
Non-Contract Services	56,710.06			-	
Collected for Other Funds				-	
State, Federal and Local Aid	5,965.29			1,205,882.16	
Transfers from Other Funds	1,122,671.88			-	
Miscellaneous Funds	90,157.44			3,460.74	
TOTAL RECEIPTS	9,408,583.48	9,408,583.48		1,308,570.64	1,308,570.64
DISBURSEMENTS					
Payroll and Benefits	3,547,008.89			1,000.00	
Warrants	6,776,507.58			107,168.05	
Transfers to Other Funds	-			1,122,671.88	
Miscellaneous Disbursements	1,353.58			589.12	
TOTAL DISBURSEMENTS	10,324,870.05	(10,324,870.05)		1,231,429.05	(1,231,429.05
ENDING CASH ON HAND:		25,161,095.49			1,043,921.81
	GENERAL FUND CHECKING	8,973,090.79		SPECIAL AID CHKG - CHASE	1,043,921.81
	GENERAL FUND CLASS	10,301,802.45		SPECIAL AID CHKG - M&T	-
	PAYROLL CHECKING	176,510.85			
	DENTAL/FSA ACCOUNT CASH	340,283.49			
	GENERAL FUND CD	1,010,320.13			
	CASH- LIABILITY RESERVE	541,853.00			
	CASH- UNEMPLOYMENT RES	224,767.02			
	CASH- CTE RESERVE	69,614.17			
	CASH - INSURANCE RESERVE	333,426.33			
	TREASURY INVESTMENTS	3,189,427.26			
		25,161,095.49			1,043,921.81

	MISC SPECIAL REVENUE				
BEGINNING CASH ON HAND		220,784.15			
RECEIPTS:					
Interest Earned	304.54				
Component Contributions	-				
Transfers from Other funds	-				
Donations	-				
Miscellaneous Funds	-				
TOTAL RECEIPTS	304.54	304.54			
DISBURSEMENTS					
Warrants	-				
Scholarships	2,000.00				
Transfers to Other Funds	-				
Miscellaneous Disbursements	-				
TOTAL DISBURSEMENTS	2,000.00	(2,000.00)			
ENDING CASH ON HAND:		219,088.69			
	B4 SCIENCE	144,307.20			
	GIFT FUND SAVINGS	74,781.49			
		219,088.69			
	1				

CAPITAL FUND	4,408,273.76
8,295.34 -	
- - -	
8,295.34	8,295.34
- -	
<del>-</del> -	
-	- 4 440 500 40
	4,416,569.10
CAPITAL FUND CHECKING CAPITAL FUND INVESTMENTS	646,333.56 3,770,235.54
	4,416,569.10

	Rochester Area School Health Plan I	Rochester Area School Health Plan II	Rochester Area School Workers' Comp Plan	Wayne Finger Lakes Workers' Comp Plan	TOTAL CUSTODIAL
BEGINNING CASH ON HAND	18,850,947.12	129,692,036.34	44,182,819.29	284,757.19	193,010,559.94
RECEIPTS:					
Interest Earned	21,747.96	429 14E 10	210 404 00		
Contributions	1,753,499.03	438,145.10 37,890,747.06	316,424.22	-	1
Miscellaneous Funds	• •	37,890,747.06	368,259.75	215,242.81	
Miscellaneous Funds	127,746.30		20,806.27	2,277.51	
TOTAL RECEIPTS	1,902,993.29	38,328,892.16	705,490.24	217,520.32	41,154,896.01
DISBURSEMENTS					
Claims	1,487,431.58	27,115,416.69	547,721.96	225,417.66	
Admin and Other Disbursements	91,059.49	777,585.21	<del></del> -		
TOTAL DISBURSEMENTS	1,578,491.07	27,893,001.90	547,721.96	225,417.66	(30,244,632.59)
ENDING CASH ON HAND:	19,175,449.34	140,127,926.60	44,340,587.57	276,859.85	203,920,823.36
RASHP I CHECKING	3,681,106.46				3,681,106.46
RASHP I SAVINGS / INVESTMENTS	8,098,477,30				8,098,477.30
RASHP II CHECKING	0,000,477.00	17,480,314.46			17,480,314.46
RASHP II SAVINGS / INVESTMENTS		71,973,856.19			71,973,856.19
RASWC CHECKING		7 1,57 5,555.15	2,622,818.39		2,622,818.39
RASWC SAVINGS / INVESTMENTS			24,335,832.73		24,335,832.73
WFL WC CHECKING			24,000,002.70	276,859.85	276,859.85
TREASURY INVESTMENTS	7,395,865.58	50,673,755.95	17,381,936.45	270,000.00	75,451,557.98
TOTAL CASH	19,175,449.34	140,127,926.60	44,340,587.57	276,859.85	203,920,823.36
		· , , ,			

Collateral Analysis	M&T Bank	Five Star Bank	Chase Bank	
Bank Totals	27,414,611.35	80,337,249.77	10,074,152.52	
Collateral:				
FDIC	500,000.00	250,000.00	250,000.00	
Additional FDIC through CD Option	-	63,539,192.29	-	
Collateral held by Bank	-	-	11,875,620.65	
Collateral held by Third Party	27,509,261.61	17,004,007.28	-	
	28,009,261.61	80,793,199.57	12,125,620.65	
Over / (Under) Collateralized	594,650.26	455,949.80	2,051,468.13	

Treasurer's Notes:

The majority of our CTE, Insurance, Workers Comp and Liability reserves have been move	d to NYCLASS essentially doubling interest.
We received a final FEMA aid recovery from COVID of \$5,965.29	

This is to certify that I have received these balances:

District Clerk / Mutschle

Assistant Superintendent for Finance and Operations

711125

Date

Treasurer

6/12/2025

Date

### **MONROE 2 - ORLEANS BOCES**

Budget Status Report As Of: 06/30/2025

Fiscal Year: 2025

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance	
0 Administration								_
100 SALARIES		1,387,279.00	91,400.00	1,478,679.00	1,461,559.05	0.00	17,119.95	
200 EQUIPMENT		17,550.00	30,909.15	48,459.15	38,670.15	3,996.00	5,793.00	
300 SUPPLIES		16,000.00	3,734.60	19,734.60	12,005.04	2,630.01	5,099.55	
400 CONTRACTUAL		437,725.00	449,809.30	887,534.30	518,033.24	304,830.75	64,670.31	
470 Rental of Facilities		2,511,205.00	0.00	2,511,205.00	2,020,121.07	167,027.11	324,056.82	
490 SCH DIST AND OTH	HER BOCES	0.00	0.00	0.00	109.39	0.00	-109.39	
700 INTEREST ON REV	ENUE NOTES	4,000.00	0.00	4,000.00	0.00	0.00	4,000.00	
800 EMPLOYEE BENEF	ITS	727,275.00	-47,617.90	679,657.10	651,311.46	39,044.07	-10,698.43	
899 Oth Post Retirement	Benft	5,879,846.00	-391,725.00	5,488,121.00	4,034,950.55	0.00	1,453,170.45	
910 TRANSFER TO CAR	PITAL FUND	1,042,000.00	0.00	1,042,000.00	1,042,000.00	0.00	0.00	
950 TRANSFER FROM	O & M	77,143.00	0.00	77,143.00	77,143.00	0.00	0.00	
960 TRANSFER CHARG	BE .	286,994.00	10,673.88	297,667.88	297,667.88	0.00	0.00	
Subtotal of 0 Administrati	on	12,387,017.00	147,184.03	12,534,201.03	10,153,570.83	517,527.94	1,863,102.26	
1 Career Education								
100 SALARIES		5,727,955.00	-93,097.67	5,634,857.33	5,594,413.07	0.00	40,444.26	
200 EQUIPMENT		185,000.00	4,800.15	189,800.15	178,694.84	0.00	11,105.31	
300 SUPPLIES		537,000.00	244,074.67	781,074.67	715,603.63	17,770.60	47,700.44	
400 CONTRACTUAL		480,750.00	365,206.72	845,956.72	748,710.38	101,884.22	-4,637.88	
800 EMPLOYEE BENEF	ITS	2,896,908.00	-351,493.44	2,545,414.56	2,340,943.21	143,710.54	60,760.81	
950 TRANSFER FROM	O & M	1,619,762.00	0.00	1,619,762.00	1,619,762.00	0.00	0.00	
960 TRANSFER CHARG	SE .	813,648.00	-27,868.45	785,779.55	785,779.55	0.00	0.00	
970 TR CREDS FR SER	VICE PROGR	0.00	-4,233.49	-4,233.49	-4,233.49	0.00	0.00	
990 TRANS CREDS FR	OTHER FUND	-1,000.00	-1,875.00	-2,875.00	-2,875.00	0.00	0.00	
Subtotal of 1 Career Educ	ation	12,260,023.00	135,513.49	12,395,536.49	11,976,798.19	263,365.36	155,372.94	
2 Special Education								
100 SALARIES		7,056,901.00	26,563.00	7,083,464.00	6,051,642.08	0.00	1,031,821.92	
200 EQUIPMENT		103,409.00	133,572.67	236,981.67	150,579.45	56,456.40	29,945.82	
300 SUPPLIES		75,676.00	69,734.03	145,410.03	111,027.11	15,764.87	18,618.05	
400 CONTRACTUAL		918,272.00	22,465.72	940,737.72	562,032.19	76,366.98	302,338.55	
490 SCH DIST AND OTH	HER BOCES	6,176,266.11	3,063,818.31	9,240,084.42	9,238,569.42	0.00	1,515.00	
800 EMPLOYEE BENEF	ITS	4,200,719.00	-13,469.00	4,187,250.00	3,923,920.67	0.00	263,329.33	
950 TRANSFER FROM	O & M	621,693.00	0.00	621,693.00	621,693.00	0.00	0.00	
960 TRANSFER CHARG	GE .	18,955,785.00	72,119.07	19,027,904.07	19,027,904.07	0.00	0.00	
970 TR CREDS FR SER	VICE PROGR	0.00	-72,949.50	-72,949.50	-72,949.50	0.00	0.00	
Subtotal of 2 Special Educ	cation	38,108,721.11	3,301,854.30	41,410,575.41	39,614,418.49	148,588.25	1,647,568.67	
3 Itinerent Services								
100 SALARIES		12,087,501.00	-458,912.89	11,628,588.11	10,026,306.65	0.00	1,602,281.46	
200 EQUIPMENT		97,483.00	1,261.00	98,744.00	68,406.43	0.00	30,337.57	
300 SUPPLIES		60,905.00	-607.00	60,298.00	39,313.00	3,740.24	17,244.76	

#### **MONROE 2 - ORLEANS BOCES**

Budget Status Report As Of: 06/30/2025

Fiscal Year: 2025

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance	
400 CONTRACTUAL		1,947,533.10	-536,911.25	1,410,621.85	813,825.37	108,545.50	488,250.98	
490 SCH DIST AND OTHER BOCES		117,683.41	66,440.44	184,123.85	103,078.85	0.00	81,045.00	
800 EMPLOYEE BENEFITS		6,662,013.00	63,303.52	6,725,316.52	5,905,887.78	5,854.89	813,573.85	
950 TRANSFER FROM O	) & M	5,131.00	0.00	5,131.00	5,131.00	0.00	0.00	
960 TRANSFER CHARGE		1,841,165.00	5,023.57	1,846,188.57	1,846,188.57	0.00	0.00	
970 TR CREDS FR SERV	ICE PROGR	-13,604,606.00	62,134.00	-13,542,472.00	-13,542,472.00	0.00	0.00	
Subtotal of 3 Itinerent Serv	ices	9,214,808.51	-798,268.61	8,416,539.90	5,265,665.65	118,140.63	3,032,733.62	
4 General Instruction								
100 SALARIES		2,083,021.00	123,765.53	2,206,786.53	2,127,739.62	6,475.00	72,571.91	
200 EQUIPMENT		5,500.00	30,759.04	36,259.04	21,129.87	0.00	15,129.17	
300 SUPPLIES		15,463.00	5,193.67	20,656.67	11,341.64	4,179.80	5,135.23	
400 CONTRACTUAL		3,381,794.13	-134,901.37	3,246,892.76	2,079,206.11	694,256.77	473,429.88	
490 SCH DIST AND OTH	ER BOCES	406,373.88	1,343,754.38	1,750,128.26	1,768,422.25	0.00	-18,293.99	
800 EMPLOYEE BENEFI	TS	799,690.00	-19,229.37	780,460.63	691,693.29	26,594.55	62,172.79	
950 TRANSFER FROM O	0 & M	172,834.00	0.00	172,834.00	172,834.00	0.00	0.00	
960 TRANSFER CHARGE	≣	232,418.00	36,732.35	269,150.35	240,692.52	0.00	28,457.83	
970 TR CREDS FR SERV	ICE PROGR	-51,930.00	-28,457.83	-80,387.83	-51,930.00	0.00	-28,457.83	
990 TRANS CREDS FR OTHER FUND		-3,020.00	0.00	-3,020.00	-3,020.00	0.00	0.00	
Subtotal of 4 General Instruction		7,042,144.01	1,357,616.40	8,399,760.41	7,058,109.30	731,506.12	610,144.99	
5 Instruction Support								
100 SALARIES			55,159.21	6,740,767.21	6,274,146.62	0.00	466,620.59	
200 EQUIPMENT		5,764,269.00	5,037,926.31	10,802,195.31	6,502,076.90	3,719,472.24	580,646.17	
300 SUPPLIES	300 SUPPLIES		455,584.92	1,547,685.92	1,304,167.92	117,945.61	125,572.39	
400 CONTRACTUAL		9,923,953.00	1,469,761.41	11,393,714.41	8,899,811.94	669,508.04	1,824,394.43	
490 SCH DIST AND OTHER BOCES		1,160,114.79	332,300.88	1,492,415.67	1,449,295.67	0.00	43,120.00	
800 EMPLOYEE BENEFI	800 EMPLOYEE BENEFITS		-21,434.45	3,286,321.55	2,969,835.68	128,571.28	187,914.59	
950 TRANSFER FROM O	0 & M	927,153.00	-3,877.00	923,276.00	923,276.00	0.00	0.00	
960 TRANSFER CHARGE		1,200,907.00	22,109.20	1,223,016.20	1,223,016.20	0.00	0.00	
970 TR CREDS FR SERV	ICE PROGR	-3,100,986.00	-81,972.02	-3,182,958.02	-3,182,958.02	0.00	0.00	
990 TRANS CREDS FR C	OTHER FUND	-60,243.00	13,423.94	-46,819.06	-46,819.06	0.00	0.00	
Subtotal of 5 Instruction St	upport	26,900,632.79	7,278,982.40	34,179,615.19	26,315,849.85	4,635,497.17	3,228,268.17	
6 Other Services								
100 SALARIES		2,700,846.00	-71,931.17	2,628,914.83	2,604,121.83	0.00	24,793.00	
200 EQUIPMENT		490,809.00	588,894.67	1,079,703.67	406,962.15	623,075.66	49,665.86	
300 SUPPLIES		37,305.00	5,059.54	42,364.54	20,825.40	1,426.88	20,112.26	
400 CONTRACTUAL	400 CONTRACTUAL		540,260.84	4,606,766.84	3,691,686.05	460,096.42	454,984.37	
490 SCH DIST AND OTH	ER BOCES	4,848,795.35	8,812,560.43	13,661,355.78	13,623,817.68	0.00	37,538.10	
800 EMPLOYEE BENEFI	TS	1,209,480.00	-43,947.81	1,165,532.19	1,111,843.89	64,920.51	-11,232.21	
950 TRANSFER FROM O	0 & M	138,874.00	0.00	138,874.00	138,874.00	0.00	0.00	
960 TRANSFER CHARGE		137,086.00	4,998.38	142,084.38	142,084.38	0.00	0.00	

#### **MONROE 2 - ORLEANS BOCES**

Budget Status Report As Of: 06/30/2025

Fiscal Year: 2025

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance	
970 TR CREDS FR SERVICE PROGR		-2,094,768.00	-53,679.45	-2,148,447.45	-2,148,447.45	0.00	0.00	
990 TRANS CREDS FR OTHER FUND		-85,766.00	23,432.97	-62,333.03	-61,933.03	0.00	-400.00	
Subtotal of 6 Other Services		11,449,167.35	9,805,648.40	21,254,815.75	19,529,834.90	1,149,519.47	575,461.38	
7 Undefined								
100 SALARIES		4,519,788.00	-21,709.58	4,498,078.42	4,413,322.19	0.00	84,756.23	
200 EQUIPMENT		70,573.00	205,176.14	275,749.14	152,555.15	118,990.62	4,203.37	
300 SUPPLIES		250,268.00	6,908.20	257,176.20	232,986.42	20,322.45	3,867.33	
400 CONTRACTUAL		2,175,769.00	292,039.72	2,467,808.72	1,978,833.38	423,424.72	65,550.62	
800 EMPLOYEE BENEFITS		2,293,140.00	-537,784.77	1,755,355.23	-211,589.45	742,135.75	1,224,808.93	
950 TRANSFER FROM O & M		722,419.00	0.00	722,419.00	722,419.00	0.00	0.00	
960 TRANSFER CHARGE		1,657,616.00	55,370.29	1,712,986.29	1,712,986.29	0.00	0.00	
970 TR CREDS FR SERVICE PROGR		-10,558,338.00	3,877.00	-10,554,461.00	-10,554,461.00	0.00	0.00	
990 TRANS CREDS FR OTHER FUND		-1,131,235.00	-3,877.00	-1,135,112.00	-1,135,112.00	0.00	0.00	
Subtotal of 7 Undefined		0.00	0.00	0.00	-2,688,060.02	1,304,873.54	1,383,186.48	
Total GENERAL FUND		117,362,513.77	21,228,530.41	138,591,044.18	117,226,187.19	8,869,018.48	12,495,838.51	

#### **MONROE 2 - ORLEANS BOCES**

Revenue Status Report As Of: 06/30/2025

Fiscal Year: 2025

Fund: A GENERAL FUND

			Original		Current		Anticipated	Excess
Revenue Account	Service	Description	Estimate	Adjustments	Estimate	Year-to-Date	Balance	Revenue
0 Administration			12,387,017.00	147,184.03	12,534,201.03	12,005,442.95	628,911.70	247,337.65
1 Career Education			12,260,023.00	143,654.72	12,403,677.72	12,336,932.94	0.00	11,257.21
2 Special Education			38,040,106.11	3,742,092.28	41,782,198.39	38,554,686.13	3,285,770.92	372,363.05
3 Itinerent Services			9,283,423.51	-811,546.30	8,471,877.21	7,841,843.89	790,089.36	160,256.04
4 General Instruction			7,042,144.01	1,497,113.05	8,539,257.06	7,785,181.20	911,063.80	156,987.94
5 Instruction Support			26,900,632.79	7,434,434.74	34,335,067.53	30,579,057.18	2,137,783.02	164,767.13
6 Other Services			11,449,167.35	9,864,632.46	21,313,799.81	21,425,513.63	483,410.41	698,456.14
Total GENERAL FUND			117,362,513.77	22,017,564.98	139,380,078.75	130,528,657.92	8,237,029.21	1,811,425.16

<sup>\*</sup> Estimated revenue for Carryover Encumbrances from the prior fiscal year will not be realized.

#### 6. Audit Committee

- 1. Resolution to Approve June 18, 2025, Audit Committee Meeting Minutes
- 2. Resolution to Accept Test Report for Year Ending June 30, 2025
- 3. Resolution to Accept Test Report Corrective Action Plan for Year Ending June 30, 2025
- 4. Resolution to Appoint 2025-26 Audit Committee Members

Thomas K. Putnam, Ed.D., District Superintendent



Finance Office

Steve Roland
Assistant Superintendent for Finance and Operations
Tel: (585) 352-2412
Fax: (585) 352-2756

Email:

sroland@monroe2boces.org

#### **Audit Committee Meeting**

June 18, 2025

Members Present: John Abbott, Dennis Laba, Mike May

Others Present: Dr. Thomas Putnam, Steve Roland, Mary Young

#### I. Test Report

Mary Young from Lumsden & McCormick (L&M) reviewed the results from their 2025 Test Report re Cash Receipts. Below are the two areas that were tested:

- Cash Receipts CTE
  - o 25 samples
    - Mary stated the results for CTE improved from prior testing
    - Two Cash Receipts were missing the deposit slip
    - One Cash Receipt for \$3 was not forwarded to the Business until five days after receipt (Regulation states within three business days)
- Cash Receipts CWD
  - o 25 samples
    - Mary stated the results for CWD also improved from prior testing
    - There were no findings or recommendations

Mary reported that L&M will perform an updated Risk Assessment in the Fall. Some suggestions for Testing next Spring include Credit Cards, ExtraClass Cash Receipts or Fixed Assets.

Cc: Board





# MONROE 2 – ORLEANS BOCES RESULTS OF TESTING

FOR THE YEAR ENDING JUNE 30, 2025



Cyclorama Building | 369 Franklin Street | Buffalo, NY 14202

RISK AREA: CASH RECEIPTS – WE-MO-CO					
RISK ASSESSMEN	IT: HIGH				
OBJECTIVE:	• To verify that cash receipts were received by the business office and deposited timely per Board Regulation #4450R – Cash in School Buildings and Petty Cash and Change Funds				
TESTING PERFORMED:	<ul> <li>Obtained a list of all WE-MO-CO cash receipts and work orders for the period July 1, 2024 through April 1, 2025 and selected 25 cash receipts totaling \$51,129 for testing</li> <li>Cash receipts were selected from all WE-MO-CO programs and revenue activity including: Automotive Technology, Auto Collision Repair Technology, Carpentry, Cosmetology, Nursing, Food Services, Toast online payments, and scrap metal recycling</li> <li>Reviewed each cash receipt package for documentation of receipt date, payment, description, receipt number, and date of deposit per the bank deposit receipt</li> <li>Verified the cash amount reported in WinCap agreed to the amount paid on the cash receipt</li> </ul>				
RESULTS:	<ul> <li>For the 25 receipts selected for testing:         <ul> <li>All deposit totals on the bank deposit receipts agreed to WinCap</li> <li>For two deposits the cash receipt slips were misplaced and not included with the supporting documentation</li> <li>One cash receipt in the amount of \$3 was sent to the business office five days after receipt</li> <li>As required under Board Regulation #4450R, all cash receipts were deposited within 1 to 3 business days from receipt by the business office</li> </ul> </li> </ul>				
RECOMMENDATIONS:	<ul> <li>Cash receipts should be completed for each payment received and included with supporting documentation</li> <li>Deposits should be forwarded to the business office within 3 business days in accordance with Board Regulation #4450R</li> </ul>				

RISK AREA: CASH RECEIPTS – CENTER FOR WORKFORCE DEVELOPMENT (CWD)						
RISK ASSESSMEN	RISK ASSESSMENT: HIGH					
OBJECTIVE:	• To verify that cash receipts were deposited timely by the business office per Board Regulation #4450R — Cash in School Buildings and Petty Cash and Change Funds					
TESTING PERFORMED:	<ul> <li>Obtained a list of all CWD cash receipts for the period July 1, 2024 through April 1, 2025 and selected 25 cash receipts totaling \$42,625 for testing</li> </ul>					
	<ul> <li>Cash receipts were selected from all CWD programs and revenue activity including: Cengage Education Services, Dental Office Assisting Fundamentals, Industrial and Mechanical Electrical, HVAC, Machining Fundamentals, Welding, CDL, Phlebotomy and Lab Services, and other classes/workshops</li> </ul>					
	Reviewed each cash receipt package for a copy of the check received, invoice date, description, total charges, and date of deposit per the bank deposit receipt					
RESULTS:	<ul> <li>Verified the cash amount reported in WinCap agreed to the amount paid on the cash receipt</li> <li>For the 25 cash receipts selected for testing:</li> </ul>					
RESULIS.	<ul> <li>All deposit totals on the bank deposit receipts agreed to WinCap</li> <li>All cash receipts had proper supporting documentation</li> </ul>					
	<ul> <li>As required under Board Regulation #4450R, all cash receipts were deposited within 1 to 3 business days from receipt by the business office</li> </ul>					
RECOMMENDATIONS:	None at this time					



Thomas K. Putnam, Ed.D., District Superintendent

#### Finance Office

Steve Roland Assistant Superintendent for Finance and Operations Tel: (585) 352-2412 Fax: (585) 352-2756

Email:

sroland@monroe2boces.org

July 9, 2025

To: Board

Dr. Thomas Putnam

From: Steve Roland

Re: Test Report - Corrective Action Plan

Below is the Corrective Action Plan for the Testing Report (Year Ending 6/30/25) prepared by our Internal Auditor, Lumsden & McCormick, that we reviewed at the June Audit Committee meeting.

#### Recommendations

 Cash receipts should be completed for each payment received and included with supporting documentation

Corrective Action – The Cash Clerk will continue to apply due diligence to ensure appropriate supporting documentation is maintained for each payment received

Deposits should be forwarded to the business office within 3 business days in accordance with Board Regulation #4450R

Corrective Action – Departments have been reminded to forward all deposits to the business office within 3 business days

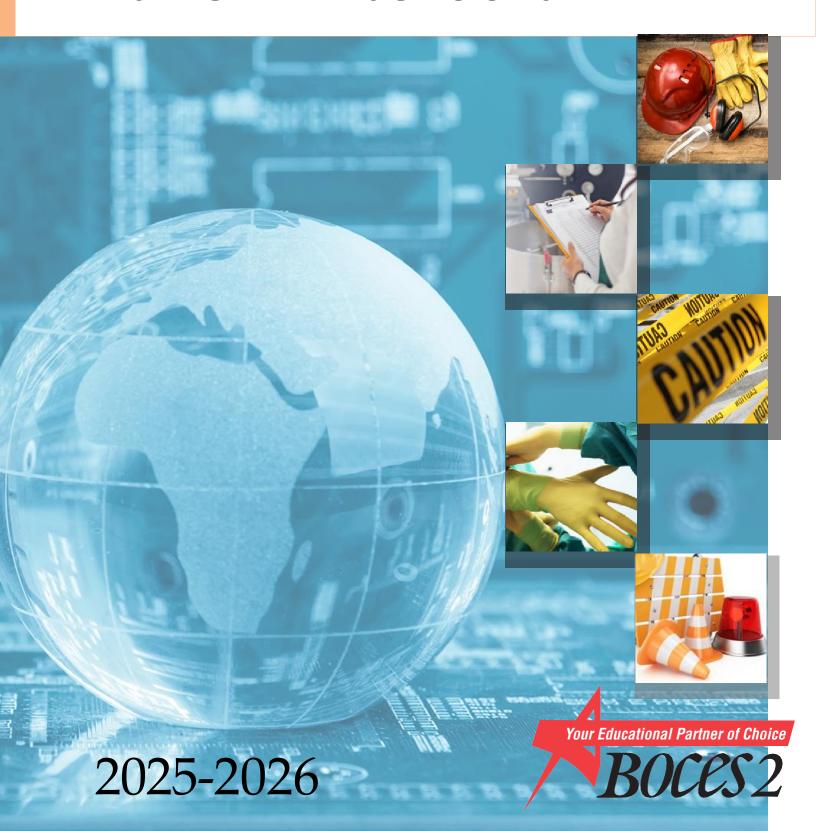
The above will be implemented by August 1, 2025. Please let me know if you have questions or concerns.

7.	Old Business

8.	New Business  1. First Reading 25-26 District-Wide School Safety Plan (S.A.V.E.)

# Monroe 2–Orleans BOCES

DISTRICT-WIDE SCHOOL SAFETY PLAN



# Table of Contents

Introduction	Medical Emergencies and Mental Health18
Summary of Laws	Building-Level Emergency Response Plan (ERP) 19
	Plan Development and Maintenance
Risk Reduction/Prevention and Intervention 3	Distribution of the Plan
Prevention/Intervention Strategies	Record of Distribution
Training, Drills and Exercises	
Implementation of School Security	Emergency Closings
Vital Educational Agency Information	Closings Procedure
Early Detection of Potentially Violent Behaviors	Early Dismissal Procedure
Hazard Identification	
Dilition and the last	Responses for Specific Emergencies23
District Resources and Contacts6	School Cancellation
Emergency Operations Group	Early Dismissal
District Superintendent's Cabinet	• Evacuation
Command Post	Sheltering Sites (internal and external)
District Data and Contacts	• Lockout
District-Wide School Safety Team	• Lockdown
General Response Procedures and Actions for	Threats of violence
Emergency7	<ul> <li>Early Warning Signs for Students at Risk of Committing School Violence</li> </ul>
Concept of Operations	Procedures for Responding to Acts of Violence
Organization and Assignment of Responsibilities	• Intruders
Direction, Control, and Coordination	Armed Student/Intruder
Information Collection, Analysis and Dissemination	Kidnapping/Hostage Taking
Administration, Finance and Logistics	Severe Weather
Authorities and References	Civil Disturbance
• Communications	Student Transportation Incident
Multi-Hazard Response	Gas Leak
Emergency Notifications	Bomb Threat
Responses to Acts of Violence: Implied or Direct Threats	Chemical Spill
Acts of Violence	Fire/Explosion
Specific Response Protocols	Biological Threat
Obtaining Advice and Assistance from Local Government	Radiological Threat
District Resources Available for use in an Emergency	Epidemic
Functional Annexes	Mental Health Warning Signs
Crime Scene Management	
Emergency Evacuation of Non-Ambulatory Disabled Individuals with Disabilities	Public Health Emergency Continuation of Operations Plan27
Accounting for All Persons	• Declaration
Family Reunification Plans	• Purpose, Scope, Situation Overview, and Assumptions
Crises Occurring Outside of Normal School Hours	<ul> <li>Concept of Operations</li> <li>Mission Essential Functions</li> </ul>
Procedures for Informing Other Educational Agencies of an Emergency	<ul> <li>Emergency Remote Instruction Plan (ERI)</li> <li>Essential Functions</li> </ul>
Procedures for School Cancellation	Reducing Risk Through Remote Work and Staggered Shifts
Procedures for Sheltering Students, Staff, and Visitors	Personal Protective Equipment
Continuity of Operations Plan (COOP)	• Staff Exposures, Cleaning, and Disinfection
• Recovery	<ul> <li>Employee and Contractor Leave</li> <li>Documentation of Work Hours and Locations</li> </ul>
į	Housing for Essential Employees
Threat and Hazard Planning Guidelines16	
Introduction and Potential Hazards	District Resources Inventory
• Planning Assumptions and Limitations	
Initial Response	Health and Safety Team34

• Initial Response

### Introduction

School safety is the job of the entire school community. This effort requires leadership and coordination by school administration, and involvement and participation from all sectors of the school community. Planning, conducting drills, and participating in exercises with law enforcement, fire, emergency officials and other members of the school community ensures a comprehensive, unified approach to school emergency response planning. Building relationships and community engagement are vital to building a safer school community.

The purpose of the Monroe 2–Orleans BOCES District-Wide Safety Plan and each school's Emergency Response Plan (ERP) is to help school/site officials identify and respond to potential emergencies by assigning responsibilities and duties of the school employees, students, families, and community stakeholders. It is important to develop, maintain, train and exercise ERPs in order to respond quickly before, during and after an incident. A well-developed and practiced ERP provides parents/guardians and the community reassurance that the school has established guidelines and procedures to respond to threats and hazards efficiently and effectively. Monroe 2-Orleans BOCES uses the New York State suggested planning format to assist schools in meeting legislative mandates contained in 8 NYCRR Section 155.17 and provides the use of best practices to improve outcomes following emergency situations.

The content, organization, and terminology provided in the New York State Guide to School Emergency Response Planning aligns with the Federal Emergency Management Agency's "Guide for Developing High-Quality School Emergency Operations Plans (2013)". The organization of this guide supports two key practices being adopted in New York State. First, the guide provides standardized language that is consistent with current national emergency response protocols. Secondly, consistent formatting in each Building ERP aligns critical information necessary to improve rapid response to emergencies together in the following sections:

- The Basic Plan
- Functional Annexes
- Threat/Hazard Specific Annexes
- Appendices

The Basic Plan standardizes language and provides a structured framework for school ERPs statewide. Individualized policies and procedures have been developed by Monroe 2–Orleans BOCES based on potential circumstances and resources. Tools to manage an emergency include response procedures that are developed through threat assessments, safety audits, planning, and training before an incident occurs. Monroe 2–Orleans BOCES uses the recommended New York State Functional Annexes in order. to standardize the terminology used by district employees and emergency responders during an emergency.

Functional annexes focus on critical operational functions and the courses of action developed to carry them out.

Actions and best practices are outlined in each of the Building Plans Threat/Hazard Annexes section, detail what to do in the event of various emergencies. These ERPs provide current information about school/site response team members, students and staff with special needs and any other information critical to each school building. BOCES has also identified appropriate staff to fill specific roles related to incident command and appropriate response teams. All of the building principals, assistant principals, directors, supervisors and other key BOCES members have been trained in the Incident Command System. The BOCES has also appointed a Chief Emergency Officer as required in order to coordinate and communicate between staff and law enforcement and first responders. The Chief Emergency Officer is responsible for ensuring the completion and yearly update of the Building-Level Emergency Response Plans. All Building-Level Emergency Response Plans are confidential but are submitted to New York State and local emergency responders for review. Appropriate training and drilling are required to ensure that all district personnel and students understand the plan and their roles and responsibilities.

#### **SUMMARY OF LAWS**

The following is a summary of New York State law pertaining to building level school emergency response plans. In 2000, Chapter 181 enacted Education Law §2801-a (Project SAVE) requiring the implementation of certain school safety plans. Education Law §2801-a required that every school district, Board of Cooperative Educational Services (BOCES) and county vocational education extension board, as well as the Chancellor of the City School District of the City of New York, develop a building-level school safety plan regarding crisis intervention and emergency response ("school emergency response plan"). Section 2801-a prescribed minimum requirements of a school emergency response plan, which included policies and procedures relating to responding to certain threats. These plans were designed to prevent or minimize the effects of emergencies and to facilitate the coordination of schools and school districts with local and county resources in the event of such emergencies. The Commissioner of the New York State Education Department prescribed requirements into regulation 8 NYCRR Section 155.17.

155.17 (b) Development of school safety plans. Every board of education of a school district, every board of cooperative educational services and county vocation education and extension board and the chancellor of the City School District of the City of New York Shall adopt by July 1, 2001, and shall update by July 1st of each succeeding year, a district-wide school safety plan and building level school safety plans regarding crisis intervention and emergency response and management.

### Introduction

155.17 (b)(20), (21), (22) Trauma Informed Drills means avoiding tactics in training or drills that may introduce or activate prior trauma, such as use of props, actors, simulations, or other tactics intended to mimic a school shooting, incident of violence, or other emergency, or inclusion of developmentally or ageinappropriate contact; and to recognize that drills may inadvertently prompt a negative emotional or psychological response in staff or students because of previous exposure(s) to trauma.

155.17(c)(1)(xxi)(a) Policies and procedures to ensure computing devices will be made available to students or other means by which students will participate in synchronous instruction.

155.17(c)(1)(xxi)(a) Policies and procedures to ensure students receiving remote instruction under emergency conditions will access internet connectivity.

155.17(c)(1)(xxi)(b) Expectations for school staff as to the proportion of time spent in synchronous and asynchronous instruction of students on days of remote instruction under emergency conditions with an expectation that asynchronous instruction is supplementary to synchronous instruction.

155.17(c)(1)(xxi)(c) A description of how instruction will occur for those students for whom remote instruction by digital technology is not available or appropriate.

155.17(c)(1)(xxi)(d) A description of how special education and related services will be provided to students with disabilities and preschool students with disabilities, as applicable, in accordance with their individualized education programs to ensure the continued provision of a free appropriate public education.

For school districts that receive foundation aid, the estimated number of instructional hours the school district intends to claim for State aid purposes for each day spent in remote instruction due to emergency conditions pursuant to section. 175.5 of this Chapter.

155.17 (e)(2) School Emergency Response Plan. A school emergency response plan shall be developed by the building-level school safety team and shall include the following elements:

- 155.17 (e)(2)(i) Policies and Procedures for Safe Evacuation
- 155.17 (e)(2)(ii) Designation of Response Teams
- 155.17 (e)(2)(iii) Procedures for Emergency Responder Access to Building Plans and Road Maps
- 155.17 (e)(2)(iv) Communication in Emergencies
- 155.17 (e)(2)(v) Definition of the Chain of Command Consistent with NIMS/ICS
- 155.17 (e)(2)(vi) Coordinated Plan for Disaster Mental Health Services
- 155.17 (e)(2)(vii) Procedures for Annual Review
- 155.17 (e)(2)(vii) Procedures for the Conduct of Drills
- 155.17 (e)(2)(viii) Procedures for Restricting Access to Crime Scenes

155.17 (e)(3) A copy of each building-level safety plan and any amendments thereto, shall be filed with the appropriate local law enforcement agency and with the State Police within 30 days of adoption.

155.17 (j) Drills. Each school district and board of cooperative educational services shall, at least once every school year, and where possible in cooperation with local county emergency preparedness officials, conduct one test of its emergency plan or its emergency response procedures under each of its building level school safety plans, including sheltering or early dismissal.

### Risk Reduction/Prevention and Intervention

#### A. Prevention/Intervention Strategies

Monroe 2–Orleans BOCES administration believes that improved communication among students, parents/guardians, and school staff adds to the quality of life and sense of safety at all of our schools. Such communication allows for the reporting, intervention, and prevention of potentially violent incidents before they actually occur. The following is a brief list of programs and initiatives that are in place at some or all of the BOCES schools/sites that promote open communication and have a positive impact on the quality of life in our schools:

- Positive Behavioral Interventions and Supports (PBIS)
- Bullying Reporting Process
- Peer Mediation
- Therapeutic Crisis Intervention Training
- Life Space Training
- · Social Skills Instruction
- Trauma, Illness and Grief (TIG) Teams
- National Incident Management System (NIMS)
- Incident Command System (ICS)
- · NY Safe School Training
- Counselors, childcare providers, youth assistants and social workers on each campus to develop rapport with students.

Strategies for improving communication among students and between students and staff and reporting of potentially violent incidents, such as the establishment of:

- Youth advocacy programs, such as SkillsUSA, National Technical Honor Society and Special Education Parent Teacher Organization (SEPTO)
- · Conflict resolution
- Forums and/or designating a mentor for students concerned with bullying or violence.
- · Anonymous reporting mechanisms for school violence
- Staffed on-site student support systems, i.e., counselors, social workers, childcare workers.

#### B. Training, Drills, and Exercises

#### **Training**

Monroe 2–Orleans BOCES understands the importance of training. All school/site staff, students, and others deemed appropriate by the school/site shall receive training during the school year to better prepare them for an incident. The annual training will review the Monroe 2–Orleans BOCES District-Wide School Safety Plan, individual ERPs, and brief staff on their roles and communication procedures during an emergency. Monroe 2–Orleans BOCES also submits certification to the NYSED that all district and school/site staff have undergone annual training components on violence prevention and mental health. New employees hired after the start of the school year receive training within 30 days of hire. All other staff will receive this training by Sept. 15 of each school year.

#### **Multi-Hazard Training**

Monroe 2–Orleans BOCES will provide annual multi-hazard school safety training for staff and students. The components of this training will be consistent throughout the BOCES. Staff training will be routinely conducted at the building/staff level followed by drills with the entire school population. These drills will focus on our standard response actions to a potentially threatening incident to include early dismissal, lock down procedures, hold-in-place procedures, shelter-in-place procedures, lockout procedures and evacuations. The use of tabletop drills to accomplish or complement this training will be considered when live drills are impractical or not sufficient to meet the training goals.

#### **Drills and Exercises**

At a minimum, schools will conduct the following exercises/drills annually:

- Section 807 of the Education Law mandates 12 emergency drills each school year to prepare students to be able to respond appropriately in the event of a sudden emergency. The statute requires that four of the twelve drills be lockdown drills. The remaining eight are evacuation drills. Eight of the required twelve drills must be completed by Dec. 31.
- Monroe 2-Orleans BOCES will notify parents and/or persons in parental relations of students attending BOCES 2 Programs of all evacuation drills (fire drills) and lockdown drills prior to the actual drill. This notification will be made through individual building student rosters emails.
- 8 NYCRR Section 155.17 € (3) states each Building-Level Emergency Response Plan shall be tested including sheltering and early dismissal (no earlier than 15 minutes before normal dismissal). The district will ensure that each building conducts drills and other exercises to test the components of their Building-Level Emergency Response Plan
- Lockdown drills will be conducted internally to ensure that school/site staff have the ability to secure the facility and students against an immediate threat to life and safety. Such drills will cause minimal interruption to academic activities and will involve the clearance of hallways, locking of classrooms and positioning of students and staff in predesignated "safe areas" within each room. Where possible, the school/site should seek out opportunities to conduct full-scale response exercises with law enforcement.
- Whenever a lockdown drill is conducted, whether announced or unannounced, the school will notify local law enforcement and/or the regional 911 Emergency Dispatch Center prior to and at the conclusion of the drill. This will be done to ensure that law enforcement does not receive a false report that the school/site is in actual lockdown. Any announcements made during a drill will be preceded and ended with the phrase "this is a drill." This will ensure that all involved recognize that this is a drill and not a real incident. Additionally, a sign or notice will also be placed at all public entrances indicating that a drill is in progress and waiting for service. This will serve to notify any uninformed parents or visitors and prevent.

### Risk Reduction/Prevention and Intervention

- Non-student-occupied buildings, such as Communication and Technology Services, the Curriculum Materials Center, the Educational Services Center, and the BOCES 4 Science. may do three Evacuation Drills and one Lockdown Drill.
- Drills and training are conducted in a traumainformed, developmentally, and age-appropriate manner.
- Do not include props, actors, simulations, or other tactic intended to mimic a school shooting, incident of violence, or another emergency.
- Students and staff are informed when a school is conducting a drill.
- Drills shall:
  - Occur after annual training in emergency procedures have been provided for students and staff.
  - Be completed on different days and during different times of the school day.
  - School districts may participate in full scale exercises with local and county emergency responders and preparedness officials.
  - If the exercises include props, actors, simulations, or tactics to mimic a school shooting, act of violence, or emergency, they:
    - May not be conducted on a regular school day or when school activities are occurring on school grounds.
    - May not include students without written consent from parents or persons in parental relation.

#### C. Implementation of School Security

As described in the Monroe 2–Orleans BOCES Code of Conduct, all members of each school/site community share a responsibility in promoting and maintaining a safe and orderly school environment. Some of the more specific measures are expanded upon below.

#### Security Personnel – Hiring and Training

All Monroe 2–Orleans BOCES security guards are hired and trained consistent with the New York State Security Guard Act of 1992 and the requirements set forth in the New York State Division of Criminal Justice Services. Continual training is provided to maintain licensing and skills.

#### Security Personnel – Responsibilities and Authority

Monroe 2–Orleans BOCES employs security personnel to assist the schools in dealing with all manners of security and safety issues. The principal role of our security personnel is to safeguard students, staff, and visitors from harm; to deter, detect, respond to, and report infractions of the Code of Conduct and New York State Law; and to protect the district's assets from theft and damage. Security personnel employed by

Monroe 2–Orleans BOCES are authorized to carry out this role consistent with the Monroe 2–Orleans BOCES Policies and Regulations applicable New York State Law, Security Standard Operating Procedures and BOCES training.

#### **Security Guard Standard Operating Procedures**

These district-wide security guidelines, procedures, and practices within the BOCES will be periodically updated.

#### **Limited Access**

All exterior doors will be locked with the exception of one controlled point of access during the school day.

#### **Visitor Access**

Building/site access will be controlled during the regular school day by locking down the building and utilizing the front door buzzer/intercom/camera to screen visitors prior to entrance into the building. Consistent with Monroe 2–Orleans BOCES Board Policy and Code of Conduct, an approved visitor to a school/site will present valid government issued photo identification and be given a pass prior to gaining access to the building.

#### Video Surveillance

Most buildings provide video surveillance to enhance the safety of our students and staff. The cameras may or may not be. actively monitored, but the recordings are available for BOCES officials and local law enforcement use.

#### **Intrusion Detection**

Buildings are protected by an intrusion detection alarm system that is linked to a central monitoring station.

#### **Security Review**

Through the coordination of the Monroe 2–Orleans BOCES Safety Committee, School/Site Safety Teams and the Safety and Security Coordinator there is an ongoing review of security issues.

#### D. Vital Educational Agency Information

Monroe 2–Orleans BOCES maintains certain information about each school/site building within the BOCES including, but not limited to: school populations, transportation needs and business and home telephone numbers of key personnel. In addition, similar information on other district departments, as well as the assets that those departments could provide in the event of an emergency, is also maintained at the BOCES level.

### Risk Reduction/Prevention and Intervention

#### E. Early Detection of Potentially Violent Behaviors

The Monroe 2–Orleans BOCES acknowledges the importance of early recognition and intervention into conflicts and potentially violent behaviors.

- Monroe 2—Orleans BOCES will ensure that appropriate school violence prevention and intervention training will be incorporated into teacher conference days and be provided to all staff during regularly scheduled staff training sessions. All threats of violence are taken seriously and investigated.
- We recognize that despite our best efforts, students and parents may need additional assistance to respond to bullying. To ensure a quick response to parent and student concerns, the Monroe 2–Orleans BOCES has developed a bullying reporting process. Each BOCES program has identified a Dignity for All Students (DASA) coordinator responsible for this function.
- Students and staff are encouraged to share information regarding any conflicts or potentially violent behaviors with an administrator (and law enforcement when appropriate) so an investigation can commence.
- The Monroe 2-Orleans BOCES has developed policies and procedures for contacting parents, guardians, or persons in a parental relation to a student in the event of an implied or direct threat of violence by a student against themselves, including threat of suicide.

#### F. Hazard Identification

The list of sites of potential emergency *locations* include all school/site buildings, playground areas, properties adjacent to schools, and off-site field trip locations. These hazards and how to handle each issue will be documented in each Building-Level Emergency Response Plan.

### District Resources & Contacts

#### **Emergency Operations Group**

During an emergency, the Emergency Operations Group should function under the command of the District Superintendent and the district's Chief Emergency Officer. The Chief Emergency Officer will be designated at a Board meeting annually. Under normal circumstances, the Chief Emergency Officer will be the Safety and Security Coordinator.

#### District Superintendent's Cabinet

The District Superintendent's Cabinet includes all assistant superintendents, and Exceptional Children, Center for Workforce Development, *BOCES 4 Science* and Career and Technical Education. This group may be activated to provide assistance to any building in need.

#### **Command Post**

During an emergency, the District Superintendent or their Designee may activate the Emergency Operations Group when necessary, and they will meet at a designated location. In addition to the Emergency Operations Group, the District Superintendent may summon additional cabinet members and resources to report to this location. This designated location will be referred to as the Command Post although the exact location may vary depending on the type and extent of the event.

#### **District Data and Contacts**

An updated list of district data and contacts will be updated and made available to key personnel, including all building principals, directors and site supervisors but is not available to the general public.

#### District-Wide School Safety Team

The Monroe 2–Orleans BOCES School Safety Team will meet at least two times per year to discuss school safety issues under the direction of the Chief Emergency Officer/ Safety and Security Coordinator. The Team will consist of staff members from across the BOCES, community members and emergency responders. This team will make recommendations to the District Superintendent regarding school safety issues and develop the Monroe 2–Orleans BOCES District-Wide School Safety Plan.

#### **Programs Housed in Host Sites**

Monroe 2–Orleans BOCES programs that are housed in host. sites, such as component districts, Roberts Wesleyan College, or others, will use the host sites' emergency plans as their Emergency Response Plan.

#### **General Response Actions for Emergencies**

Subsequent sections of this Monroe 2-Orleans BOCES District-Wide School Safety Plan outline specific response actions for individual emergency situations. If an emergency situation occurs at the building level, it is the responsibility of each and every BOCES employee to take those actions which are geared toward preserving the health and safety of all students and staff.

#### A. Concept of Operations

The overall strategy of the Monroe 2-Orleans BOCES District-Wide School Safety Plan and Building-Level Emergency Response Plans (ERP) is to execute effective and timely decisions and actions that prevent harm, protect lives and property, mitigate damages, restore order, and aid recovery. These plans are based upon the concept that the incident management functions that must be performed by the school generally parallel with some of their daily routine functions. To the extent possible, the same personnel and material resources used for daily activities will be employed during incidents. Because personnel and equipment resources are limited, some routine functions that do not contribute directly to the incident may be suspended. The personnel, equipment, and supplies that would typically be required from those routine functions will be redirected to accomplish assigned incident management tasks.

#### **Implementation of the Incident Command System (ICS)**

The Incident Command System (ICS) will be used to manage all incidents and major planned events/drills. In general, the initial Incident Commander at the building/site will be the building principal/director/site supervisor and will be the delegated authority to direct all incident activities within the school's jurisdiction. The Incident Commander will establish an Incident Command Post (ICP) and provide an assessment of the situation to the emergency responders, identify incident management resources required, and direct the on-scene incident management activities from the ICP. If no Incident Commander is present at the onset of the incident, the most qualified individual will assume command until relieved by a more qualified Incident Commander. 8 NYCRR Section 155.17 (e)(2)(v) requires a definition of a chain of command consistent with the Incident Command System.

#### **Initial Response**

School/site personnel are likely to be the first on the scene of an incident in a school setting. Staff and faculty are expected to respond as appropriate and notify the principal/director/site supervisor, or Designee until command is transferred to someone more qualified and/or to an emergency response agency with legal authority to assume responsibility (police, fire, or EMS. Staff will seek guidance and direction from the school district and emergency responders.

Any staff person or faculty in a building that sees or is aware of an emergency shall activate the building ERP.

#### B. Organization and Assignment of Responsibilities

This section establishes an operational organization that will be relied on to manage an incident and includes examples of the types of tasks that may be performed by different positions.

The Incident Commander is not able to manage all of the aspects associated with an incident without assistance. The school/site relies on other key school/site personnel to perform tasks that will ensure the safety of students and staff during a crisis or incident. The Incident Command System (ICS) uses a team approach to manage incidents. It is difficult to form a team while a crisis or incident is unfolding. Roles should be pre-assigned based on training and qualifications. Each staff member and volunteer must be familiar with his or her role and responsibilities before an incident occurs.

#### Principal/Program Director /Site Supervisor

The principal/director/site supervisor, or their Designee, will serve as the Incident Commander and designate a minimum of two qualified individuals to serve as alternates in the event that the principal/director/site supervisor is unable to serve in that role. At all times, the principal/director/site supervisor still retains the ultimate responsibility for the overall safety of students and staff.

#### Responsibilities include:

- Provide direction over all incident management actions based on procedures outlined in the Monroe 2–Orleans BOCES District-Wide School Safety Plan and building Emergency Response Plan or ERP
- Take steps necessary to ensure the safety of students, staff, and others.
- Determine which emergency protocols to implement as described in the functional annexes of the Monroe 2-Orleans BOCES District-Wide School Safety Plan and the building ERP
- Coordinate/cooperate with emergency responders.
- Keep the District Superintendent and Chief Emergency Officer informed of the situation.

#### **Teachers/Substitute Teacher/Student Teachers**

Teachers shall be responsible for the supervision of students and shall remain with students unless directed to do otherwise.

#### Responsibilities include:

- Supervise students under their charge.
- Take steps to ensure the safety of students, staff, and other individuals.
- Take attendance when class relocates to a designated area or to an evacuation site.
- Report missing students to the appropriate Emergency Response Team member.

- Execute assignments as directed by the Incident Commander
- Obtain first aid services for injured students from the school nurse or person trained in first aid. Arrange for first aid for those who are unable to be moved.
- Render first aid or CPR if certified and deemed necessary.

#### **Teacher Aides and Student Behavioral Specialists**

Responsibilities include:

 Assisting teachers as directed and actions to ensure the safety of students.

#### Counselors, Social Workers, and School Psychologists

Responsibilities include:

- Take steps to ensure the safety of students, staff, and other individuals during the implementation of the ERP.
- Provide appropriate direction to students as described in the Monroe 2-Orleans BOCES District-Wide School Safety Plan and the building ERP for the incident type.
- Render first aid or CPR and/or psychological aid if trained to do so.
- Assist in the transfer of students, staff, and others when their safety is threatened by an emergency.
- Administer counseling services as deemed necessary during or after an incident.
- · Execute assignments as directed by the Incident Commander

#### **School Nurse/Health Assistant**

Responsibilities include:

- · Administer first aid or emergency treatment as needed.
- Supervise administration of first aid by those trained to provide it.
- Organize first aid and medical supplies.
- Execute assignments as directed by the Incident Commander

#### Cleaners/Maintenance Staf f

Responsibilities include:

- Survey and report on building damage to the Incident Commander
- Control the main shutoff valves for gas, water and electricity and ensure that no hazard results from broken or downed lines.
- Provide damage control as needed.
- Assist in the conservation, use and disbursement of supplies and equipment.
- Control locks and physical security as directed by the Incident Commander
- Keep the Incident Commander informed of the condition of the school.
- · Execute assignments as directed by the Incident Commander

#### Principals/Directors/Site Supervisors, Secretaries/ Office Secretaries

Responsibilities include:

 Answer phones and assist in receiving and providing consistent information to callers.

- Provide for the safety of essential school records and documents.
- Provide assistance to the Incident Commander/principal/ director/site supervisor.
- · Monitor radio emergency broadcasts.
- · Execute assignments as directed by the Incident Commander

#### **Bus/Van Drivers**

Responsibilities include:

- Supervise the care of students if disaster occurs while students are on the bus.
- Transfer students to new locations when directed.
- Execute assignments as directed by the Incident Commander

#### Other Staff/Security

Responsibilities include:

• Execute assignments as directed by the Incident Commander

#### **Students**

Responsibilities include:

- Cooperate during emergency drills, exercises and during an incident.
- Follow directions given by facility and staff.
- Know student emergency actions and assist fellow students in an incident.
- Report on situations of concern
- Develop an awareness of the high priority threats/hazards and how to take measures to protect against and mitigate those threats/hazards.

#### Parents/Guardians

Responsibilities include:

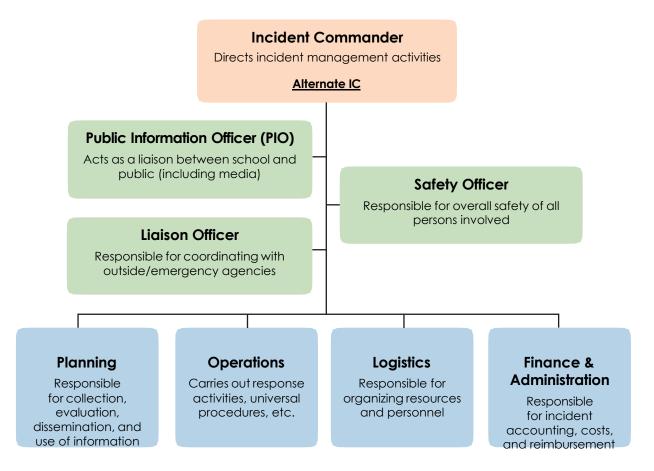
- Encourage and support school safety, violence prevention and incident preparedness programs within the school.
- Participate in volunteer service projects for promoting school incident preparedness.
- Provide the school with requested information concerning the incident, early/late dismissals, and other related release information.
- Listen to and follow directions as provided by the school district.

#### C. Direction, Control, and Coordination

#### **School Incident Command System**

To provide effective direction, control, and coordination of an incident, the School ERP will be activated through the implementation of the Incident Command System (ICS).

Staff are assigned to serve within the ICS structure based on their expertise, training, and the needs of the incident. Roles should be pre-assigned based on training and qualifications. The school ICS is organized as follows:



#### School Incident Command System (ICS) Roles Defined

The Incident Command System is organized into the following functional areas:

#### **Incident Command**

Direct the incident management activities using strategic guidance provided by the District Superintendent or their Designee.

Responsibilities and duties include:

- Establish and manage the command post, establish the incident organization, and determine strategies to implement protocols (adapt as needed)
- Monitor incident safety conditions and develop measures for ensuring the safety of building occupants.
- Coordinate media relations and information dissemination with the District Superintendent/Incident Commander
- Develop working knowledge of local/regional agencies, serve as the primary on-scene contact for outside agencies assigned to an incident and assist in accessing services when the need arises.
- Document all significant activities.

#### Planning Section

Collect, evaluate, and disseminate information needed to measure the size, scope, and seriousness of an incident and to plan appropriate incident management activities.

Responsibilities and duties include:

- Assist the Incident Commander in the collection and evaluation of information about an incident as it develops (including site map and area map), assist with ongoing planning efforts and maintain incident log.
- Document all activities.

#### **Operations Section**

Direct all tactical operations of an incident including the implementation of response/recovery activities according to ICS, care of students, first aid, psychological first aid, search and rescue, site security, damage assessment, evacuations, and the release of students to parents.

Responsibilities and duties include:

- Monitor site utilities (i.e., electric, gas, water, heat/ventilation/ air conditioning) and shut off only if danger exists or directed by the Incident Commander and assist in securing the facility.
- Establish medical triage with staff trained in first aid and CPR, provide and oversee care given to injured persons, distribute supplies, and request additional supplies from the Logistics Section

- Provide and access psychological first aid services for those in need and access local/regional providers for ongoing crisis counseling for students, staff, and parents/guardians.
- Coordinate the rationed distribution of food and water, establish secondary toilet facilities in the event of water or plumbing failure, and request needed supplies from the Logistics Section
- Document all activities.

As needed, Emergency Response Teams may be activated within the Operations Section. 8 NYCRR Section 155.17 (e)(2)(ii) requires the designation of individuals assigned to emergency response teams.

#### **Logistics Section**

Support ICS by securing and providing needed personnel, equipment, facilities, resources, and services required for incident resolution. Coordinate personnel, assembling and developing volunteer teams and facilitate communication among incident responders. This function may involve a major role in an extended incident.

Responsibilities and duties include:

- Establish and oversee communications and activities during an incident (two-way radio, written updates, etc.) and develop a telephone tree for after-hours communication.
- Establish and maintain school and classroom preparation kits, coordinate access to and distribution of supplies during an incident and monitor inventory of supplies and equipment.
- · Document all activities.

#### Finance/Administration Section

Oversee all financial activities including purchasing necessary materials, tracking incident costs, arranging contracts for services, timekeeping for emergency responders, submitting documentation for reimbursement and recovering school records following an incident.

Responsibilities and duties include:

- Overall documentation and recordkeeping activities; when possible, photograph and videotape damage to property
- Develop a system to monitor and track expenses.
- Account for financial losses in accordance with district policy and secure all records.

#### **Coordination with Responders**

The building Emergency Response Plan (ERP) may have a set of interagency agreements with various agencies to aid in timely communication. Agreements with these agencies and services (including, but not limited to, mental health, law enforcement and fire departments) could help coordinate services between the agencies and the school. The agreements could specify the type of communication and services provided by one agency to another.

In the event of an incident involving outside agencies, a transfer of command from the school Incident Commander to a responding agency will occur.

#### Source and Use of Resources

The school/site will use its own resources and equipment to respond to incidents until emergency responders arrive. It will be the responsibility of the Emergency Operations Group and the Superintendent's Cabinet to help secure these resources.

### D. Information Collection, Analysis and Dissemination

The school/site will collect, analyze, and disseminate information during and after an incident.

#### **Types of Information**

During an incident, the school/site will assign administrative staff to monitor weather and local law enforcement alerts. This information will be analyzed and shared with the Incident Commander.

After an incident, the school/site will assign staff to monitor websites and hotlines of mental health, emergency management and relief agencies. The school/site will also monitor the Monroe 2–Orleans BOCES information portal to determine any information pertinent or critical to the schools/site recovery effort.

#### **Information Documentation**

The assigned staff member will document the information gathered including:

- Source of information
- Staff members who collected and analyzed the information.
- Staff members to receive and use the information.
- Format for providing the information.
- Date and time the information was collected and shared.

#### E. Administration, Finance and Logistics

#### **Agreements and Contracts**

If school resources prove to be inadequate during an incident, the school will request assistance from local emergency agencies, other agencies, and industry in accordance with existing Memoranda of Understanding. Such assistance includes equipment, supplies and/or personnel. All agreements are entered into by authorized Monroe 2-Orleans BOCES and building/site officials.

#### **Documentation**

The Incident Command System (ICS) section chiefs will maintain accurate logs recording key incident management activities including:

- · Activation or deactivation of incident facilities
- · Significant changes in the situation
- Major commitments of resources or requests for additional resources from external sources
- Issuance of protective action recommendations to staff and students
- Evacuations
- Casualties
- · Containment or termination of the incident

#### **Incident Costs**

The ICS Finance/Administration section is responsible for maintaining records summarizing the use of personnel, equipment and supplies to obtain an estimate of incident response costs that can be used in preparing future school budgets and sharing these costs with the District. Superintendent and District Business Office. These records may be used to recover costs from the party responsible or insurers or as a basis for requesting financial assistance for certain allowable responses and recovery costs from the State and/or Federal government. In General, under normal circumstances, the Finance Department will fill this role.

#### **Preservation of Records**

In order to continue normal school operations following an incident, records such as legal documents and student files must be protected (i.e., in the event of a fire and flood).

#### F. Authorities and References

The following are state and federal authorizations upon which Building Emergency Response Plans are based. These authorities and references provide a legal basis for emergency management operations and activities.

- The New York State Safe Schools Against Violence in Education (Project SAVE) and 8 NYCRR Section 155.17 require that school emergency plans define the chain of command in a manner consistent with the Incident Command System (ICS). Refer to Appendix B for the defined chain of command.
- New York State Executive Order 26.1 (2006) established ICS as the state's standard command and control system that will be utilized during emergency operations.
- Homeland Security Presidential Directive (HSPD) 5 required the development of National Incident Management System (NIMS), of which ICS is a critical component.

#### G. Communications

#### **Communication Between School and Emergency Responders**

The school/site will contact and maintain communications with emergency responders during an incident. The School Incident Commander or Chief Emergency Officer will transfer command to the appropriate emergency responder who arrives on the scene to assume management of the incident, including coordination of internal and external communications. The Incident Commander will use the communication platform described in the Monroe 2–Orleans BOCES District-Wide School Safety Plan to notify the principal/director/site supervisor of the schools/site's status and needs. The Monroe 2–Orleans BOCES Communication Manager and emergency responders will coordinate the release of information to ensure that information is consistent, accurate and timely.

#### **Internal Communications**

Monroe 2-Orleans BOCES has a Communications Manager or public information officer (PIO) who will be responsible to:

- Help create policies and plans for communicating emergency information internally and to the public.
- Follow the communications policies and procedures established by the school.
- Help establish alternative means to provide information in the event of a failure of power, phone, or other lines of communication.
- Develop materials for use in media briefings.
- Act as the contact for emergency responders and assist in coordination of media communications.

#### **Communication Between School Officials and Staff Members**

School/site personnel will be notified when an incident occurs and kept informed as additional information becomes available. They will also be informed as plans for management of the incident evolve. Keep staff informed to the greatest degree possible.

#### **Communication Between Building Officials and Students**

Communication of emergency information between school/site officials will primarily take place through the building's public address system or face-to-face between faculty and students. Other methods of communication with students/staff may also be used.

#### **External Communications**

Building site officials must communicate with the larger school community on how incidents will be addressed on a regular basis. However, once an incident does occur, parents, media and the community at large will require clear and concise messages from the school about the incident. This will include what is being done and the safety of the children and staff.

#### **Communication with Parents**

- Before an incident occurs, the school/site will:
  - o Inform parents on how to access alerts and incident information.
  - o Inform parents that the school/site has developed the Monroe 2–Orleans BOCES District-Wide School Safety Plan and a Building Emergency Response Plan, along with their purpose and objectives. Information will be included in the yearly school calendar and is also available on the district website.
  - Be prepared with translation services for non-Englishspeaking families and students with limited English proficiency.
- In the event of an incident, the school will:
  - Disseminate information through the Blackboard Connect system to inform parents about what is known to have happened.
  - o Implement a plan to manage phone calls and parents who arrive at school.
  - o Describe how the school/site and Monroe 2–Orleans BOCES are handling the situation.
  - Provide a phone number, web site address or recorded hotline where parents can receive updated incident information if deemed necessary.
  - o Inform parents and students when and where school will resume.
  - o After an incident, school administrators will schedule and attend an open question-and-answer meeting for parents/guardians as soon as possible if deemed necessary.

#### **Communication with the Media**

In the event of an incident, the School Incident Commander, Communications Director, Chief Emergency Officer or the Emergency Responder Incident Commander (in the event command has been transferred), will coordinate with the public information officer and/or participate in a joint information effort to:

- Provide regular updates to the media and school community.
- Once Incident Command is transferred to emergency response authorities, so too will PIO functions be transferred to the ICS PIO
- Monitor the release of information and correct misinformation.

#### H. Multi-Hazard Response

There are many variables that could impact the manner in which the School Emergency Response Team responds to a particular occurrence. These variables could include (but are not limited to): time of year, time of day, weather, age of student(s) involved, location of student(s), anticipated delay from emergency responders, availability of support personnel and availability of transportation. Therefore, it would not be practical to try and map out the steps to take for every conceivable scenario. It is more practical to focus on just a few critical decisions that need to be made in every emergency pursuant to our primary goal of preventing the loss of life and injury of students and school staff.

The building principal/director/site supervisor or their Designee is designated as the Incident Commander of their school during a crisis situation until relieved by a higher authority.

The principal/director/site supervisor will provide leadership, organize activities, and disseminate information with the assistance of the school's Emergency Operations Group or Chief Emergency Officer.

In most instances where this level of school response is warranted, the school will be seeking assistance from other emergency responders in resolving the situation. As such, the immediate objective is generally to contain the incident and successfully manage it until the emergency personnel arrive.

#### I. Emergency Notifications

Notification of significant events or events that required a call to 911 shall be made to the Safety and Security Coordinator. The Safety and Security Coordinator is the Chief Emergency Officer for the District. In their absence, notifications may be made to the Assistant Superintendent for Instructional Programs during normal business hours. The Safety and Security Coordinator or the Assistant Superintendent will notify the District Superintendent immediately. These notifications shall occur at the earliest and safest possible time during the response phase. The District Superintendent, Assistant Superintendent or Chief Emergency Officer will request the additional resources necessary to assist in the buildings issue.

### J. Responses to Acts of Violence: Implied or Direct Threats

Having acknowledged that the recognition and early intervention into potentially violent situations is critical, it shall be the policy of the district to deal with all threats and potentially threatening situations and circumstances in a serious and deliberate manner. In addition to reporting and investigating direct threats, all staff are responsible for relaying to their respective school administration information about any student behaviors or communications that suggest a threatening situation is possible.

Depending on the imminent nature of the threat, the following procedures may be used by the district:

- Use of staff trained in de-escalation or other strategies to diffuse the situation.
- Inform building principal/directors/site supervisor of implied or direct threat or troubling behaviors or communications.
- Contact 911 to see if the threat may be imminent or for their advice and assistance. Direct threats to personal safety may well constitute a violation of law and the student making the threat can be prosecuted. Prosecution in criminal or family court provides another opportunity for intervention.
- The building principal/director/site supervisor may initiate a threat assessment inquiry to attempt to determine the level of threat.

- If time permits, this inquiry will also involve interviewing
  potential witnesses as well as the parties involved. Some
  factors to consider when evaluating the level of threat include,
  but are not limited to, specificity of threat to a person or
  persons, mention of specific means or weapons, specific
  reason or justification, history of student, known access to
  weapons and propensity for violence.
- Monitor situation, adjust response as appropriate, and include the possible use of the counseling staff.
- Follow up with the appropriate procedures as outlined in the Monroe 2–Orleans BOCES Code of Conduct

#### K. Acts of Violence

When an act of violence has occurred, regardless of whom it involves, the principal/director/site supervisor or Designee must quickly obtain all essential information to try to determine the degree of threat or danger and decide on what actions might mitigate further risk. General non-specific actions may include:

- Call 911 and notify security.
- Isolate the immediate area and initiate appropriate Functional Annex if necessary.
- Identify and separate the involved people if possible.
- Monitor situation; adjust response as appropriate; if necessary, initiate early dismissal, sheltering or evacuation procedures
- Follow the district's designated notification process.

#### L. Specific Response Protocols

Monroe 2–Orleans BOCES has established appropriate response actions to a variety of emergency situations. They are detailed in each Building-Level Emergency Response Plan (ERP) as recommended by the NYSED Safe Schools Template. Transportation safety procedures are also in place.

### M. Obtaining Advice and Assistance from the Local Government

In the event of an emergency where additional advice, assistance, or assets not readily available to the district are needed, the District Superintendent of Schools will activate the Emergency Operations Group and the District Superintendent's Cabinet to help provide needed assistance.

#### N. District Resources Available for Use in an Emergency

The district has identified district-based resources, which may be available during an emergency. These resources are available. through the Emergency Operations Group. Each resource is described in the District Resource Section of the Building-Level ERP.

#### O. Functional Annexes

Functional Annexes focus on the critical operational functions and the courses of action developed to carry them out. To ensure consistency in New York State, schools are provided with standardized definitions and suggested best practice of the following functional annexes:

- Evacuation
- Lockout
- Lockdown
- Shelter in Place
- · Hold in Place

These five functional annexes provide a common foundation for response to all emergencies. These annexes are defined in detail in the Building-Level ERPs and quick reference guides. Other annexes available and listed in this section are crime scene management, communications, accounting for all people, continuity of operations and recovery.

#### P. Crime Scene Management

Evidence is critical to the investigation and prosecution of criminal cases. Therefore, only trained professionals should do the collection and preservation of evidence. Before those professionals arrive, it is important that the crime scene remains as uncontaminated as possible. There are things that can be done by people who arrive at the scene first to help protect the evidence. These procedures were developed around the RESPOND acronym, which was designed to aid in remembering the steps to securing crime scenes and evidence.

#### Actions

#### Respond

• Ensure your personal safety first, then, if possible, formulate a plan and make mental notes

#### **E**valuate

Evaluate the severity of the situation, call 911 if appropriate.

- Identify involved parties.
- Be aware of weapons, hazards, and potential evidence.
- Do not touch anything unless absolutely necessary to preserve safety.

#### Secure

- Clear away uninvolved people
- Establish a perimeter that prevents people from entering the potential crime scene.

#### Protect

- Safeguard the scene limit and document any people entering the area.
- Do not use phones or bathrooms within the crime scene area.
- Do not eat, drink, or smoke in the crime scene area.

#### Observe

- Write down your observations as soon as it is safe to do so.
- Record detailed information and do not rely on your memory.
- Notes will aid first responders upon arrival and could be utilized in court.

#### Notify

• Call 911 if you have not called or the police are not on scene.

#### Document

- Take note of specific things such as time, date, people at scene, weather, doors open or closed, lights on or off and the position of furniture.
- Be prepared to provide your notes and information to the police.

### Q. Emergency Evacuation of Non-Ambulatory Disabled Individuals with Disabilities

Each building principal/director/site supervisor is responsible for identifying non-ambulatory disabled staff or students and listing that information in their building level emergency plan. This includes assigning an area of rescue assistance for such person on floors above or below the level of discharge. Since building level ERPs are provided to local emergency responders, this information will be readily available during an emergency.

#### **R.** Accounting for All Persons

The Building-Level ERP has procedures in place to:

- Take attendance and report to the Incident Commander when class relocates inside the building or an evacuation takes place.
- Report to the Incident Commander when a student, staff member, or guest cannot be located.
- Dismiss students if they have been relocated to the building.

#### S. Family Reunification Plans

During any building evacuation it is important to have a family reunification plan. In general, families should be reunified at each building's evacuation site and will require assigned personnel and plans that should be detailed in each building level emergency response plan.

### T. Crises Occurring Outside of Normal School Hours

Due to the many uncertainties about building occupancy during times when school is not in session, it is difficult to prescribe a specific course of action that will remedy any and all crises occurring within that time frame. The building principal/director/site supervisor will notify their immediate supervisor, or the Chief Emergency Officer of the crisis and the appropriate actions will be taken.

### U. Procedures for Informing Other Educational Agencies of an Emergency

- 1. The Chief Emergency Officer/Safety and Security Coordinator will evaluate the impact of an emergency on other educational agencies within the school district.
- 2. If the impact is evident, the Chief Emergency Officer will inform the contact person at each affected educational agency of the status of the emergency.
- 3. If contact with other educational agencies cannot be made, the Chief Emergency Officer/Safety and Security Coordinator will contact the appropriate police agency for assistance in communicating information to these educational facilities.
- 4. If transportation, sheltering and other types of assistance are to be provided to other educational agencies, the Chief Emergency Officer/Safety and Security Coordinator will make arrangements. to implement this assistance.

#### V. Procedures for School Cancellation

When it becomes necessary to close schools and cancel classes, the decision to close will be made at the earliest possible time. As indicated in the emergency closing section of this manual, decisions to close are made after extensive review of conditions and consultation with other agencies, but always with the best interests of our students and staff in mind.

When a decision to close one or more of the district schools/ sites(s) is made, this information is immediately transmitted to all local radio and TV stations for broadcast to the general public. The specific procedure is outlined in the emergency closing section of this manual.

### W. Procedures for Sheltering Students, Staff, and Visitors

In the event that it becomes necessary to shelter students, staff, visitors, or other individuals, the building principal/director/ site supervisor or their Designee will contact the Assistant Superintendent for Instructional Programs or the Chief Emergency Officer/ Safety and Security Coordinator, The Assistant Superintendent for Instructional Programs or the Chief Emergency Officer/Safety and Security Coordinator will notify the District Superintendent. If it becomes apparent that district students will not be able to leave the facility, the school. The principal/director/site supervisor will make arrangements for adequate supervision of the students under their direction and to make provisions for building maintenance (custodial) and food services. It shall be the responsibility of the Chief Emergency Officer/Safety and Security Coordinator to inform appropriate police, Red Cross, and emergency preparedness officials.

The district has also partnered with different local and state agencies to provide shelter to the community during certain disasters or emergencies. The Chief Emergency Officer is the contact for those agencies during the crisis. The Chief Emergency Officer will take appropriate action during such incidents.

#### X. Continuity of Operations Plan (COOP)

As part of the Continuity of Operations Plan (COOP), Monroe 2–Orleans BOCES will use resources to:

- Identify primary and secondary relocation sites for each building that meet the needs of the school.
- Allow the COOP to be activated at any time and sustain it for up to 30 days.
- Re-establish essential functions, such as restoration of school operations, and maintaining the safety and well-being of students and the learning environment.
- Ensuring students receive applicable related services in the event of a prolonged closure.
- Protect vital documents and make them available at alternate sites.
- Identify personnel to assist in developing COOP and training them in activating COOP procedures.

#### Y. Recovery

#### **District Support for Buildings**

In addition to support during an emergency, Monroe 2–Orleans BOCES will use all resources at its disposal to support the Emergency Response Teams and the Post-Incident Response Teams in the affected school/sites(s) after the incident has been resolved to the point where recovery of normal operations can commence. Additional support includes but is not limited to mental health services, building security and facility restoration.

#### **Disaster Mental Health Services**

Monroe 2-Orleans BOCES staff will assist in the coordination of Disaster Mental Health Resources, in support of the Post-Incident Response Teams, in the affected school/site(s). This may take the form of seeking out additional local support or could, if warranted, involve accessing federal and state mental health resources as well.

#### **Review and Debriefing**

The involved school/site's Building-Level Emergency Response Team will meet to review the specific incident to determine if the response plan was adhered to and if any improvements are needed to enhance the plan. This review may, depending on the nature and degree of the incident, include input from the Emergency Operations Group and/or representatives of local emergency response agencies. The review and debriefing may include the items summarized in the next section describing the Post-Incident Response Guide.

#### **Post-Incident Response**

Building-Level Post-Incident Response Team will have the responsibility of assisting the school/site community and guiding staff and administration in coping with the aftermath of a serious violent incident or emergency. It is likely, however, that these duties and responsibilities will be shared by members of the Trauma, Illness, Grief (TIG) Team, Building-Level Safety Team, Building-Level Emergency Response Teams, and the remainder of the school/site community.

- Convene at the earliest possible time following the crisis for a meeting to help the principal/director/site supervisor prepare a written statement for the staff to be presented at the Emergency Staff Meeting. It may be most prudent to convene on the weekend in some crisis situations to effectively manage communications with staff and parents and to initiate the proper support services as needed.
- Review roles in providing support during the day of the critical incident.
- Attend an end-of-school debriefing meeting for staff. Prepare to offer any support in ways needed.
- Meet with principal/director/site supervisor, following staff debriefing, if possible, to process the day's events and prepare for the next school day
- Meet daily, for as many days as necessary, to process events and decide measures needed to meet the needs of students, staff, family, and community.
- Solicit and encourage feedback from students, staff, family, and community. Feedback will be recorded on the Building-Level ERP feedback form for evaluation purposes.
- Meet after the passage of two to three weeks to evaluate and possibly revise plan based on students, staff, family, and community feedback.

#### Trauma, Illness, and Grief (TIG) Team

The Monroe 2–Orleans BOCES Trauma, Illness, and Grief (TIG) Team is a group of counselors, psychologists, social workers, nurses and other staff members who have received specialized training in responding to the emotional needs of children, teachers, and other school personnel, which arise from trauma, violence, illness, grief and loss. The TIG team will oversee the initial and on-going training program for all building crisis teams and maintain records. The TIG team is also responsible for coordinating crisis team activities.

### Threat And Hazard Planning Guidelines

#### A. Introduction of Potential Hazards

Schools are exposed to many threats, hazards, and vulnerabilities. All of these have the potential for disrupting the school community, exposing students and staff to injury, and causing damage to public or private property.

The threat and hazard specific response section provides unique procedures, roles, and responsibilities that apply to a specific hazard. They often include provisions and applications for warning the public and disseminating emergency public information.

Threat and hazard specific annexes do not repeat content but build on information in the functional annexes and basic plan. Repeating information is not advisable for the following reasons:

- School staff and students should learn and exercise simple procedures that apply to all hazards.
- The hazard specific annexes present only

hazard-unique information. Repeating procedures increases the possibility that there will be inconsistencies in procedures that could lead to confusion during an incident.

• The plan becomes larger and more difficult for users to comprehend.

Each building-level Emergency Response Plan (ERP) is customized to address specific threat and hazard protocols to fit their unique circumstances. Planning, training, drills, and table-top exercises conducted with local emergency and safety officials to assist in the development of effective procedures and protocols. These activities will also help a school evaluate the appropriateness of the procedures in the plan. They assist with modifications or updating as necessary to ensure that the procedures are sufficient to provide a safe environment for students, staff, and visitors.

A list of potential hazards that are not all-inclusive is included on the following example page.

Threat and Hazard Type	Examples
Natural Hazards	<ul> <li>Earthquakes</li> <li>Tornadoes</li> <li>Lightning</li> <li>Severe wind</li> <li>Hurricanes</li> <li>Floods</li> <li>Wildfires</li> <li>Extreme temperatures</li> <li>Landslides or mudslides</li> <li>Winter precipitation</li> <li>Wildlife</li> </ul>
Technological Hazards	<ul> <li>Explosions or accidental release of toxins from industrial plants</li> <li>Accidental release of hazardous materials from within the school, such as gas leaks or laboratory spills</li> <li>Hazardous materials released from major highways or railroads</li> <li>Radiological releases from nuclear power stations</li> <li>Dam failure</li> <li>Power failure</li> <li>Water failure</li> </ul>
Biological Hazards	<ul> <li>Infectious diseases, such as pandemic influenza, extensively drug-resistant tuberculosis, Staphylococcus aureus, and meningitis</li> <li>Contaminated food outbreaks, including Salmonella, botulism, and E. coli.</li> <li>Toxic materials present in school laboratories</li> </ul>
Adversarial, Incidental, and Human-caused Threats	<ul> <li>Fire</li> <li>Active shooters</li> <li>Criminal threats or actions</li> <li>Gang violence</li> <li>Bomb threats</li> <li>Domestic violence and abuse</li> <li>Suicide</li> </ul>

### Threat And Hazard Planning Guidelines

#### **B. Planning Assumptions and Limitations**

Stating the planning assumptions allows the school to deviate from the plan if certain assumptions prove not to be true during operations. The Monroe 2–Orleans BOCES District-Wide School Safety Plan and individual Building-Level Emergency Response Plans are established under the following assumptions:

- The school community will continue to be exposed and subject to threats/hazards and vulnerabilities described in the Threat/Hazards Assessments Annex, as well as lesser threats/ hazards that may develop in the future.
- A major disaster could occur at any time and at any place.
   In many cases dissemination of warnings to the public and implementation of increased readiness measures may be possible; however, most emergency situations occur with little or no warning.
- A single site incident could occur at any time without warning and the employees of the school affected cannot and should not wait for directions from local response agencies. Action is required immediately to save lives and protect school property.
- There may be a number of injuries varying degrees of seriousness to faculty, staff, and/or students. Rapid and appropriate response can reduce the number and severity of injuries.
- Outside assistance from local fire, law enforcement and emergency services will be available in most serious incidents.

Because it takes time to request and dispatch external assistance, it is essential for the school to be prepared to carry out the initial incident response until emergency responders arrive at the incident scene.

- Actions taken before an incident can stop or reduce incidentrelated losses.
- Maintaining the Building-Level ERP and providing frequent opportunities for training and exercising the plan for stakeholders (staff, students, parents/guardians, first responders, etc.) can improve the school's readiness to respond to incidents.

#### C. Initial Response

Building/site personnel are likely to be the first on the scene of an incident in a school setting. Staff and faculty are expected to respond as appropriate and notify the principal, or Designee, until command is transferred to someone more qualified and/ or to an emergency response agency with legal authority to assume responsibility. Staff will seek guidance and direction from the BOCES and emergency responders. General staff responsibilities are listed in the General Response section of this plan.

Any staff person or faculty in a building that sees or is aware of an emergency shall activate the ERP.

### Medical Emergencies and Mental Health

A medical emergency is a result of a minor or major illness or injury to an individual and can be of such severity as to be life threatening or merely causing the victim discomfort or pain. The district does not expect unlicensed staff to provide medical care. The district does expect unlicensed staff to call for emergency assistance (i.e., 911, school nurse) and stay with the victim until help arrives. In each case, the guiding principles are to provide appropriate care until competent medical or parental care is secured. Emergency care is not authorized beyond proper first aid. First aid is treatment that will attempt to protect the life and comfort of the victim until authorized medical treatment is available, or in the case of a student, until the child is placed under the care of the parent or guardian. Staff should use judicious avoidance and standard precautions in managing.

all emergencies. School nurses follow their standard district policies, procedures and training not listed in this section.

The number of medical emergencies that can develop is potentially endless. Each Building-Level ERP will designate Building-Level Response Teams that may be used to respond to a medical emergency.

The district has also developed policy and procedures for contacting parents, guardians, or persons in a parental relation to a student in the event of an implied or direct threat of violence by a student against themselves, including threat of suicide.

### Building-Level Emergency Response Plans (ERP)

#### **Introductory Material**

#### **Plan Development and Maintenance**

Each Monroe 2–Orleans BOCES Building-Level Emergency Response Plan (ERP) will be developed by the Building Emergency Response Team under the direction of the Safety and Security Coordinator. 8 NYCRR Section 155.17 (b) and 155.17 (c)(11) - requires that each school shall have a Building Emergency Response Team that consists of representatives from the following groups: teacher, administrator, and parent organizations, school safety personnel and other school personnel, community members, local law enforcement officials, local ambulance or other emergency response agencies, and any other representatives the board of education, chancellor or other governing body deems appropriate. A Building-Level Response Team and Post-Incident Response Team

will also be appointed. The Building-Level Emergency Response Team is responsible for the overall development, maintenance, and revision of the Building-Level ERP and for coordinating training and exercising the Building-Level ERP. Team members are expected to work closely together to make recommendations for revising and enhancing the plan.

#### Distribution of the Plan

8 NYCRR Section 155.17 (e)(3) mandates that a copy of the ERP and any amendments shall be filed with the appropriate local law enforcement agency and with the New York State Police within thirty days of adoption. This function will be completed by the Safety and Security Coordinator

#### Send Building Level Safety Plans to:

New York State Police Headquarters Field Command Attn: Safe Schools NY 1220 Washington Avenue, Building 22 Albany, NY 12226

#### Or by email to:

info@safeschools.ny.gov

#### **Record of Distribution**

Copies of the ERP, including appendices and annexes are recommended to be distributed to your local fire department, area law enforcement (including village, town, county and state police), local and county emergency management, the District Superintendent and any other people deemed appropriate by the School Building Safety Team.

### **Emergency Closings**

#### A. Closing Procedures

The decision to close school is based on the nature of the emergency and the expected impact that the emergency will have on student safety and welfare. Most often, school closings are the result of inclement weather conditions that adversely affect the safety of student walkers and/or bus riders. The district may close all of its schools or only one of its schools, depending upon the specific nature of the emergency. It may also elect a late starting time or an early dismissal, depending on an up-to-the-minute appraisal of the specific situation.

The District Superintendent (or Designee) will make every effort to decide school closings in a timely manner. This will be done after the district has thoroughly evaluated the situation and after consulting with the police, weather bureau, and other district departments. All school closings will be reported to local radio and television stations for broadcast to the general public and posted to the Monroe 2–Orleans BOCES website. An automated phone call will also inform families of emergency closings whenever possible.

Whenever Monroe 2–Orleans BOCES buildings/programs close, all afternoon and evening activities will ordinarily be cancelled.

Parents should instruct their children on where they are to stay when school is closed, or when school is dismissed early. Working parents should make prior arrangements with friends and neighbors for the temporary housing of their children in the event that an emergency arises while they are not at home.

While Monroe 2–Orleans BOCES will make every effort to make decisions that are in the students' best interest, weather, street, and sidewalk conditions can vary. Weather conditions can also change radically within a very short period of time. For these reasons, parents are always the final authority in deciding if their children are to be sent to school during any given emergency when the schools are open.

The communications division is responsible for notifying the appropriate news agency to announce school closings or delays. The list of news agencies notified will be maintained by the communications manager.

#### **B. Early Dismissal Procedures**

- 1. If a building needs to be evacuated to another location:
  - As soon as possible, the building will notify the transportation that there is a possibility that we may have to evacuate the building and transport the students to an alternative location.
  - Transportation will transport students to the building that is designated in the Monroe 2–Orleans BOCES Emergency Response Plan (ERP) unless directed to take the students to a different location by the Incident Commander

- 2. If there is a potential for an evacuation to send students home the process is as follows:
  - As soon as possible, the building will notify the transportation that there is a possibility that the building needs to be evacuated and the BOCES need to transport the students to their home districts.
  - Monroe 2—Orleans BOCES will work with component districts to advise them that the students are being sent back to their home districts early so those districts can make proper arrangements.

#### **General Emergency Response Planning**

The Monroe 2–Orleans BOCES District-Wide Safety Plan should provide the framework for the Building-Level Emergency Response Plan.

- 1. School cancellations
- 2. Early dismissal
- 3. Evacuation
- 4. Lockout
- 5. Lockdown
- 6. Shelter in Place
- 7. Hold in Place

#### 1) School Cancellation Procedures:

School Cancellation means that school will not be in session for one or more days due to an actual or impending emergency. In the event that the District Superintendent or Designee cancels school, this decision will be broadcasted on local TV and radio channels. In addition, Monroe 2–Orleans BOCES will utilize multiple means, including automated dialing systems, to alert parents and/or staff.

The District Superintendent shall notify the State Education Department Commissioner as soon as possible whenever the emergency plan or building-level school safety plan is activated and results in the closing of a school building in the district. Such information need not be provided for routine snow emergency days.

#### 2) Early Dismissal Procedures:

Early Dismissal means returning students to their homes or their home school district before the end of the school day. The District Superintendent or Designee makes this decision.

Information on this decision will be distributed to those affected by this matter at that time. Staff will be advised on what their responsibilities are.

### **Emergency Closings**

#### 3) Evacuation Procedures:

Evacuation means the moving of staff and students from their place of work or study to a predetermined location deemed more suitable for their protection. These plans are available in each Building-Level Emergency Response Plan (ERP).

For both early dismissal and evacuation, transportation is provided by the component school districts upon notification from the District Superintendent or the Designee and is coordinated with the key personnel responsible for transportation within the various BOCES programs. Sheltering agreements are contained within the Building-Level ERPs and will be verified annually. Communications with parents are coordinated by the Communications Manager via communiqués to the media and to the home school districts. Parents are also provided with annual written notices to monitor radio broadcasts in emergency situations and potential emergency situations such as severe weather.

Sheltering sites will be included as a part of each Building-Level Emergency Response Plan.

#### 4) Secure Lockout:

Secure Lockout is the response to an actual or potential threat from outside the school building.

An example of such a threat might be an escaped fugitive, custodial interference or a disgruntled employee or spouse. Where the situation warrants, the school faculty, staff, and students are aware of, but not disrupted by such a response being activated. Consequently, the school day continues as normal except for the termination of all outside activities. In some cases, the details of a lockout do not need to be shared with the students to protect the identity of the individuals involved and minimize disruption to the educational process.

#### **Secure Lockout Objectives**

- To keep any threat of violence or dangerous incident out of the building
- To promote minimal disruption to the education process when there is a potential or actual incident outside the building.

#### **Secure Lockout Procedures**

- Announce "lockout." Use plain language to announce the lockout.
- Activate Building-Level Emergency Response Plan (ERP) and implement Incident Command System (ICS) in accordance with safety plan instructions.
- If a building is in lockout because they were notified by police of a local situation, there is no need to call to advise police of the lockout. However, the building should keep the police advised of any change in status to your building.

- If the building is initiating the secure lockout due to a situation or potential incident discovered at the building, they should advise the police of the secure lockout and what is anticipated.
- · Lock all exterior doors and windows.
- Terminate all outside activities.
- Entry to the building may be gained only on a case-to-case-basis, and only through a locked and monitored door.
- Classes continue as normal.
- A secure lockout is lifted when the external threat is resolved. Notification of such resolution may be through any means appropriate for the respective building.
- Upon resolution of an incident and termination of the secure lockout, contact police to advise them of such.

Steps to implement lockout after a possible threat has been identified:

- 1. In an event of an emergency, the principal, assistant principal, building/program administrator, or his/her Designee will notify all building occupants that lockout has been implemented and will call 911 (unless lockout was initiated by the police)
- 2. Activate Building-Level Emergency Response Plan (ERP) and implement Incident Command System (ICS) in accordance with safety plan instructions.
- 3. Have students who are outside immediately return to the building?
- 4. Assigned staff will lock and secure all exterior doors and entrances.
- 5. Monitor main entrances and allow only authorized personnel into the building.
- 6. Call to return to the normal operations will be given by the principal, assistant principal, building/program administrator, or his/her Designee following approval from Monroe 2–Orleans BOCES Administration and local authorities.

#### 5) Lockdown

A lockdown is the response to the worst-case scenario and must be executed with appropriate urgency and seriousness. A building administrator, faculty, or staff member may initiate a lockdown based upon an actual or imminent threat (not including bomb threats) or violent event in or around the building.

#### **Lockdown Objectives**

- To minimize injury and death
- To facilitate effective response
- To move as many people as possible to a safe place
- To neutralize the threat

#### **Lockdown Response**

- Announce "lockdown." Do not use codes. Call 911 and report your situation. Consider a lockout for adjacent buildings as well.
- Immediately gather students from hallways into classrooms or offices. This includes common areas and restrooms immediately adjacent to classrooms.

### **Emergency Closings**

- Lock classroom door(s) and have students take a seated position on the floor next to the wall out of view from the door window. Stay out of sight.
- Do not cover windows.
- · Leave the window blinds as they are.
- Turn off classroom and/or office lights if possible.
- Document and attend to any injuries as well as possible.
- No one should be allowed to enter or leave a classroom or office under any circumstances.
- Do not answer or communicate through your locked door.
- Do not allow anyone into your secure area.
- Do not answer a classroom telephone.
- Do not respond to a fire alarm unless imminent signs of fire are observed. Doing so could compromise the safety of those already secured.
- Do not talk within the secure area, except only as necessary.
- Do not respond to the intercom, public address system, or other announcements.
- Take attendance including additions. Missing students' last known locations should be noted. Keep this record for when you are released from the lockdown.

Lockdowns will end only when you are physically released from your room by emergency responders or other authorities. Responding law enforcement should have master key to conduct the release. Do not rely on school personnel with keys to be available to assist in the release.

#### 6) Shelter in Place

There are times when it is necessary to move the building/office population to a single or multiple location(s) in the building/office building. This is called a Shelter in Place. In most cases, shelter in place is activated when there is a threat of or actual weather-related incident or a bomb threat.

#### **Shelter in Place Objectives**

- To minimize injury or death
- To locate and contain any device or weather damage.
- To facilitate emergency responses
- To establish safe routes and designated areas

#### **Shelter in Place Response**

- Announce "Shelter in Place." Instruct everyone to remain where they are and scan their respective area for anything out of the ordinary
- Call 911
- Activate Building-Level Emergency Response Team. Instruct them to scan common areas for anything unusual.
- If no device is found, decide whether to continue school or evacuate. The school district administration may consult with police to make their decision.
- If a device is found, follow "For a Specific Bomb Threat" Procedures

#### For a Specific Bomb Threat:

- Announce "Shelter in Place"
- Call 911
- Activate Building-Level Emergency Response Team.
   Instruct them to find an internal location to move the school population to, scan and clear the location and a route to it.
   Move those in the affected area to the established and cleared location.
- Assist first responders, as necessary.

#### For a Weather-Related Situation:

- Announce "Shelter in Place" with instructions to go to the hallway or an internal room without windows and sit down on the floor.
- Activate Building-Level Emergency Response Team
- Call 911 for any emergency assistance if needed.

#### (7) Hold in Place

Hold in Place is a response to medical emergencies or any other incident where hallways would need to be clear.

#### Hold in Place Objectives:

- To stop movement within the building
- · Continuing normal classroom activity

#### Hold in Place Procedures:

- Announce "hold in place."
- Use clear, concise language to provide directions to the school based on the situation.

#### **Execute Hold in Place**

- Students in hallways, bathrooms or other common areas will
  return to their classroom. If the hold in place is announced
  between class periods, students will return to their previous
  class to await instructions. If the route is blocked, students
  will go to the nearest classroom and advise the teacher that
  they are unable to get to their class and await instructions.
- All available staff members will assist in maintaining order and accounting for students. Remaining in position until further instruction is given or remaining in place compromises safety.

### Section III: Response for Specific Emergencies

Responses to specific emergencies are outlined in greater detail in each Building-Level Emergency Response Plan.

#### A. Threats of Violence

Threats of violence to the school, staff or students are seriously considered. Administration and local authorities will be contacted about all threats. Monroe 2-Orleans BOCES established a Districtwide Threat Assessment Team consisting of members of the Executive Cabinet to include: District Superintendent, Assistant Superintendent – Instruction, Assistant Superintendent – Finance, Director of Exceptional Children, Safety and Security Coordinator, District Threat Management Coordinator, BOCES 2 Legal, Program Administrator of effected Building, Member of Ogden Police, Member of Gates Police, Member of Monroe County Sheriff's Office. The Districtwide Threat Assessment Team will meet periodically to review Threat Assessment investigations that have been identified since the previous meeting. Nothing will preclude the Districtwide Threat Assessment team from meeting in an emergency.

Monroe 2-Orleans BOCES established Building Level Threat Assessment Teams at each of its buildings and programs to address the need to investigate Threat Assessment and Suicide/Self Harm investigations. The Building Level Threat Assessment Teams will consist of Building Administration, Teachers, Security, Counselors, and Social Workers. External Review of investigations will be conducted by Program Administrators and the Safety and Security Coordinator. Monroe 2-Orleans BOCES will be utilizing the CLPS Threat Assessment Platform. CLPS provides video bases and in person training for this platform. The Building Level Threat Assessment Teams will be monthly and review cases and update investigations.

Monroe 2-Orleans BOCES will work closely with local Law Enforcement when additional resources are needed.

# B. Policies and Procedures for Responding to Implied or Direct Threats by Students, Staff and Visitors

Anyone issuing an implied or direct threat will be reported to the building/program administrator. The building/program administrator will evaluate the seriousness of the threat and refer to the site plan for violent threats.

Consequences for anyone issuing threats of violence may include but not be limited to:

- Disciplinary action as outlined in the Monroe 2–Orleans BOCES Code of Conduct
- 2. Referral to counseling
- 3. Law enforcement involvement
- 4. Superintendent's hearing and possible suspension for students or State Education Department (SED) sanctions for staff

### C. Warning Signs for Students at Risk of Committing School Violence

You can increase your ability to recognize early warning signs by establishing close, caring, and supportive relationships with students so that you know them well enough to note changes in their behavior patterns. Be aware that one of these signs alone may not be an indicator but one sign may lead you to look for more signs. Try to understand violence and aggression within context (culture/family background), avoid stereotypes, view warning signs within a developmental context, and understand that a child may typically exhibit multiple signs.

#### **Early Warning Signs for Students at Risk:**

- 1. Social withdrawal
- 2. Excessive feelings of isolation and being alone.
- 3. Excessive feelings of rejection
- 4. Having been a victim of violence
- 5. Feelings of being picked on and persecuted
- 6. Low interest in school/poor academic performance
- 7. Expression of violence in writings and drawings
- 8. Uncontrolled anger
- 9. Impulsive or chronic hitting, intimidating, and bullying.
- 10. History of discipline problems
- 11. Past history of violent/aggressive behavior and/or violence toward peers
- 12. Intolerance for differences/prejudices
- 13. Drug and/or alcohol use
- 14. Caregivers have a history of drugs/alcohol involvement.
- 15. Peer group reinforces antisocial behaviors
- 16. Learned attitudes accepting aggressive behavior as "normal" and effective in solving problems.
- 17. High level of violence in the home, neighborhood, or media
- 18. Poor attendance and numerous school suspensions
- 19. Affiliation with gangs
- 20. Difficulty with social skills and poor peer relations
- 21. Easily influenced by others/tendency to copycat
- 22. History of parental rejection, inconsistent discipline, and lack of supervision
- 23. Difficulty controlling impulses and emotions.
- 24. Inappropriate access to, possession of, and use of firearms
- 25. Serious threats of violence
- 26. Poor personal hygiene
- 27. Cruelty to animals
- 28. Setting of fires
- 29. Lack of remorse or empathy other

#### **Imminent Warning Signs:**

- 1. Serious physical fighting with peers or family members
- 2. Severe destruction of property
- 3. Severe rage for minor reasons
- 4. Detailed threats of lethal violence
- 5. Possession and/use of firearms and other weapons
- 6. Self-injurious behaviors or suicide threats/expressions of hopelessness

# Response for Specific Emergencies

- 7. Irrational beliefs and ideas
- 8. Verbal, non-verbal, or written threats or intimidation
- 9. Fascination with weaponry/bombs and/or violent acts
- 10. Expression of plans to hurt self or others
- 11. Externalization of blame
- 12. Unreciprocated romantic obsession
- 13. Fear reaction among fellow students or faculty.
- 14. Drastic changes in belief systems
- 15. New or increased stress at home or school
- 16. Inability to take criticism.
- 17. Feelings of being victimized
- 18. Intoxication from alcohol or drugs
- 19. Violence toward inanimate objects
- 20. Steals or sabotages projects or equipment
- 21. Lack of concern for the safety of others

If you suspect that one of your students is exhibiting signs or is at risk of violence, contact your supervisor.

Monroe 2—Orleans BOCES has a Threat Assessment Plan in place that may be activated to address related issues.

# D. Procedures for Responding to Acts of Violence

### 1. Student fight

- a) Staff responsibilities:
  - 1. If the student fight involves a physical confrontation, the staff member(s) should use their best judgment regarding their own ability to manage the student and proceed accordingly.
  - 2. Call for assistance from the main office or appropriate administrative office.
  - 3. Make verbal contact in a calm, low-toned voice.
  - 4. If the behavior does not cease, shout, "stop" and then lower yourvoice and encourage students to talk about the issues someplace else.
  - 5. Try to get individuals to a more isolated area so they can calm themselves without losing face or try to get the area emptied of other students so there is a smaller audience and less danger.
  - 6. Do not leave the students alone until they are calmed down.
  - 7. Discuss their behavior and its consequences only after they are calm.
  - 8. Never grab or touch a violent student unless they are causing harm to themselves or others.
  - 9. If students will not disengage, remove other students from the area.
  - 10. If the student refuses to cooperate by rendering the above steps invalid, notify the principal/building program administrator that you need help with a violence problem.
  - 11. Complete and file a referral form.
- b) Building/Program Administrator's responsibilities:
  - 1. Assess the situation and intervene if requested by staff.
  - 2. Send all available staff to the area to demonstrate a show of force.
  - 3. Call 911 if students refuse to cooperate.

- 4. If necessary, call the District Superintendent's office who will ensure that the necessary administrators are notified, from among the following:
  - Operations & Maintenance
  - Business/Administration
  - Safety/Security
  - Media Relations
- 5. Assist police in any way requested.
- 6. Follow disciplinary action according to the Monroe 2–Orleans BOCES Code of Conduct.
- 7. File an incident report.

#### 2. Intruders

This would consist of any person entering the school that is not school personnel or a registered student. Staff and faculty should automatically recognize and question the presence of unauthorized people on school grounds.

### Directives for all staff:

- Determine whether the person is a legitimate visitor or a threat to school safety.
- Escort all visitors to the office to sign-in
- If a person is suspected of posin a threat:
  - Immediately contact the building/program administrator who will call 911 for the police.
  - Building/program administrator will initiate the school lockdown procedure as outlined by the Monroe 2–Orleans BOCES District-Wide Safety Plan.
  - Do not engage in violent confrontation. Take every other step to ensure your safety and that of students.
  - Identify the person, their location and note if any weapons are visible.
  - Contain the situation and, if possible, remove all innocent people

### 3. Armed Student/Intruder

In the event of an armed student or intruder, staff responsibilities: include initiating lockdown procedure as outlined by the Monroe 2–Orleans BOCES District-Wide Safety Plan.

- 1. Notify teachers of intruder in the building. and instructto stay in classrooms and lock doors.
- 2. If the intruder is in the hall, staff should contact the office by phone.
- 3. If in the classroom, the teacher should use the phone to request assistance from the office.
- 4. If shots are fired or other violent behavior occurs, evacuate students to the safest position away from intruder. Otherwise, students should be in the classroom and the classroom doors should be locked to prevent entry by the intruder.

### 4. Kidnapping/Hostage Taking

This would be a person taken and held, against their will, by means of physical force or threat of harm and held by an individual until certain conditions are met. A hostage situation must be carefully surveyed and evaluated. The safety of the hostage(s), faculty, and police is the most important consideration in any hostage situation. Trained negotiators know that the more time that is gained, the more likely it is the situation will be concluded without violence.

# Response for Specific Emergencies

- · Initiate Lockdown
- Identify the hostage taker, location, and any weapons.
- Contain the situation and, if possible, remove all innocent people
- Let the professionals negotiate.

If you are taken hostage:

- Do not force the issue physically or mentally, keep a distance; do not make quick moves.
- Change your mindset from one of the authorities to a hostage.
- · Stay calm.
- Do not become a spokesperson for the system.
- Do not defend the system/school.
- Do not negotiate, dictate, confront, antagonize, defend, or plead.
- Make yourself human. For example, talk about your wife, husband, children, etc. If you are seen as a human being and less like a stranger the potential for injury decreases
- Carefully evaluate an escape plan. Any escape does have the potential to cause injury to you and others.

### 5. Severe Weather

When a severe weather warning is received, staff will be notified to escort students to safe areas in their respective buildings. Blinds will be closed to minimize flying glass. Duck and cover or sheltering under desks will be implemented if necessary.

### 6. Civil Disturbance

Civil disturbances can include riots, sit-ins, racial conflicts, and long altercations. Contact the building/program administrator providing location of disturbance, what is taking place, number of people involved and intentions of the group if known. The building/program administrator will contact the District Superintendent and police if assistance is needed. The building/program administrator will notify staff.

The staff will move students away from areas where violent confrontations may occur. The building/program administrator will isolate problematic individuals (police assistance may be necessary). Schools should not be dismissed unless it can be achieved without risk to students and staff.

The District Superintendent will follow up with police, community leaders and other appropriate parties for opening school the next day. The building/program administrator will update staff before school begins. Counselors may also need to be called in and be available the following day. The Monroe 2–Orleans BOCES Crisis Intervention Team has a developed plan to enact in accordance with individual building administrative team.

### 7. Student Transportation Incident

The district school bus driver should contact his/her transportation director/supervisor immediately with any type of school transportation accident.

The driver will ensure children are out of danger and then through the building/program administrator's office, request assistance for ambulances, fire, or another vehicle to transport students. School districts will notify Monroe 2–Orleans BOCES when an accident has occurred.

The transportation director/supervisor will notify the district office of the incident and then drive out to an accident scene. The district office will contact the Building/Program Administrator. The transportation director/supervisor will update the district administration on a frequent basis. If the students need to be transported to the hospital, the District Superintendent will assign a Designee to go to the hospital to be on-site. A collaborative decision by the component district and Monroe 2–Orleans BOCES will be made regarding parent notification of children who are injured or will be late in arriving home.

#### 8. Gas Leak Procedure

If there is a suspected or confirmed gas leak in the school/ site notify the building/program administrator immediately. The building/program administrator should call 911 and announce evacuation away from the affected area. Do not use the fire alarm to activate evacuation if you have a bell type alarm.

Teachers should evacuate to designated areas and account for students, then maintain supervision.

The building/program administrator will determine if and when evacuation is complete. The building/program administrator should then check with teachers for unaccounted children and notify the Safety and Security Coordinator. The Safety and Security Coordinator should then notify the Emergency Response Team and set up a command post.

The director of operations and maintenance will have staff turn off gas/HVAC systems as appropriate, determine the source of leak and establish a repair plan. The director of operation and maintenance will also notify the Safety and Security Coordinator of the plan.

Nurses should be prepared to provide emergency first aid measures at the location where students are gathered. Bus drivers should be activated to standby status in case re-entry to the building is not possible.

#### 9. Bomb Threat

All bomb threats will be reported to the building/program administrator immediately. When a bomb threat is received via telephone the recipient will record information on the telephone threat checklist if possible.

A bomb threat may also be initiated by other methods of communication. The building/program administrator will initiate the appropriate threat response.

#### 10. Chemical Spill

For chemical spills inside the building, staff members will keep students away from the spill and notify the building/program administrator immediately. Building evacuation and the assistance of outside agencies may be necessary depending on the nature of the spill.

# Response for Specific Emergencies

For hazardous chemical spills outside, students will be sheltered inside, and air intakes will be shut off and sealed if necessary. The assistance of outside agencies may be required depending on the nature of the spill.

# 11. Fire/Explosion

Any staff or student, who sees smoke or fire, is directed to pull the fire alarm to evacuate the building. The building/program administrator will notify 911 to ensure the alarm was received. Staff will assist students from the building following drill procedures, take attendance, and supervise students until the emergency is over. The fire department will determine if and when the building is safe for re-entry.

### 12. Biological Threat

If a biological threat is received via telephone, the recipient will record information of the threat and submit it to the building/program administrator.

If a letter or package is received which threatens a biological exposure the recipient will:

- 1. Immediately reclose the letter or package, cover it with a box or larger envelope and avoid further contact.
- 2. Immediately prevent people from leaving or entering the room.
- 3. Notify building/program administrator outside of exposure area.
- 4. Avoid touching face or mucus membranes until they can thoroughly wash with soap and water.
- 5. Reduce air movement (shut off fans, close windows).
- 6. The Building/Program Administrator will then call 911 for assistance and follow the directions regarding the movement of students and staff.

# 13. Radiological Threat

Upon being notified of a problem, inform the building/ program administrator who will inform the District Superintendent of the incident. The District Superintendent, or Designee will contact the county coordinator.

The building/program administrator will notify staff and follow procedures as advised by the county coordinator. Procedures will most likely be shelter in place or early dismissal. Schools within ten miles need to coordinate with the potential source.

#### 14. Epidemic

The problem needs to be identified and brought to the attention of the school nurse, building/program. administrator, District Superintendent, and public health officials. The public health officials and the District Superintendent will provide recommendations for the school to follow. The District Superintendent will provide information to the media regarding the present actions of the districts. (The Monroe 2-Orleans BOCES Pandemic Plan is part of each building's emergency response plan.)

### 15. Mental Health Warning Signs

Symptoms of mental health disorders vary depending on the type and severity of the condition. Many times, changes and concerns can be addressed simply by contacting the family and asking if they follow up with a health care provider. At times, however, symptoms may be more severe and pose a mental health emergency. Possible signs that someone is having a mental health emergency are as follows:

- Confused thinking or change in typical style of interacting.
- 2. Increased anger and/or mood swings
- High emotionality and/or inability to cope in the moment.
- 4. Behaving recklessly in a manner that poses a risk to self or others.
- 5. Expressing feelings of worthlessness or hopelessness
- 6. Making statements or gestures indicating that s/he wishes to harm self or die.
- Making statements or gestures threatening to harm others
- 8. Questionable influence of drug or alcohol use affecting current behavior.

If a person is demonstrating any of the aforementioned signs of a mental health emergency, they should be taken seriously, and immediate action should be taken. Building Administrator Supervisor should be notified, and a Risk Threat Assessment Plan may be activated.

Possible actions include:

- A. Call Security/911 if an immediate threat to student/staff safety is present.
  - Arrest and/or mental hygiene arrest may be warranted
- B. Isolate individuals as much as possible and maintain supervision at all times.
- C. Contact parent/guardian for student removal with recommendation to seek assessment and treatment, either through pediatrician, community-based mental health provider, Mobile Crisis team, and/or visit to Emergency Room if suicidal ideation or safety concern is present. Parent or guardian must be contacted in the event of an implied or direct threat of violence by a student against themselves, including threat of suicide.
- D. If students can be maintained on school grounds, consider contacting Mobile Crisis team (via Lifeline at (585) 275-5151) note, family is charged a co-pay/fee when this is used on behalf of a student.

### **Declaration**

This plan has been developed in accordance with the amended. New York State Labor Law section 27- c and New York State Education Law paragraphs k and l of subdivision 2 of section 2801-a (as amended by section 1 of part B of chapter 56 of the laws of 2016), as applicable.

This plan has been developed with the input of Monroe 2 Orleans BOCES United Professionals Association, Monroe 2-Orleans BOCES Administrative Supervisory Association, Monroe 2-Orleans BOCES Teacher Aides and Student Behavioral Assistants Association, and United Public Service Employees Union, Operations, Maintenance and Security Bargaining Unit, as required by the amended New York State Labor Law.

No content of this plan is intended to impede, infringe, diminish, or impair the rights of us or our valued employees under any law, rule, regulation, or collectively negotiated agreement, or the rights and benefits which accrue to employees through collective bargaining agreements, or otherwise diminish the integrity of the existing collective bargaining relationship.

# Purpose, Scope, Situation Overview, and Assumptions

#### Purpose

On September 7, 2020, Governor Cuomo signed into law Chapter 168 of the Laws of 2020 that requires public employers, including public school districts, to adopt a continuation of operations plan in the event that the governor declares a public health emergency involving communicable disease. The legislation (S.8617-B/A.10832) amends subdivision 2 of section 2801-a of New York Education Law to require that District Safety Plans include protocols for responding to a declared public health emergency involving a communicable disease that are "substantially consistent" with the provisions of section 27-c of the Labor Law.

This plan addresses the seven components necessary to ensure continuity of operations in the event the governor declares a public health emergency involving a communicable disease. Much of its content reflects procedures and protocols currently in place to address the COVID- 19 Pandemic taken from the Monroe 2-Orleans BOCES Re-Opening Plan, Pandemic Plan and District-Wide School Safety Plan. Depending on the specific circumstances of a future emergency, adjustments to the plan may be necessary to address the emergency at hand.

#### Scope

This plan was developed exclusively for and is applicable to the Monroe 2-Orleans BOCES. This plan is pertinent to a declared public health emergency in the State of New York which may impact our operations; and it is in the interest of the safety of our employees, students, visitors and contractors, and the continuity of our operations that we have promulgated this plan.

### Situation Overview

On March 11, 2020, the World Health Organization declared a pandemic for the novel coronavirus which causes the COVID-19 severe acute respiratory syndrome. This plan has been developed in accordance with amended laws to support continued resilience for a continuation of the spread of this disease or for other infectious diseases which may emerge and cause a declaration of a public health emergency.

The health and safety of our employees and contractors is crucial to maintaining our mission essential operations. We encourage all employees and contractors to use CDC Guidance for Keeping Workplaces, Schools, Homes, and Commercial Establishments Safe. The fundamentals of reducing the spread of infection include:

- Washing hands with soap and water or use of hand sanitizer frequently, including:
  - o After using the restroom
  - After returning from a public outing
  - o After touching/disposing of garbage
  - After using public computers, touching public tables, and countertops, etc.
- Practicing social distancing whenever possible

- Wearing a mask or acceptable face covering at all times when social distancing cannot be maintained.
- If you are feeling ill or have a fever, notify your supervisor immediately and go home.
- If you start to experience coughing or sneezing, step away from people and cough or sneeze into the crook of your arm or a tissue; the latter of which should be disposed of immediately.
- Other guidance may be published by the CDC, the State Department of Health, or County health officials.

### Planning Assumptions

This plan was developed based on information, best practices, and guidance available as of the date of publication. The plan was developed to largely reflect the circumstances of the current Coronavirus pandemic but may also be applicable to other infectious disease outbreaks. The primary assumption of this plan is that there will be a minimum of employees present to keep necessary operations functioning. Therefore, the term essential employees refer to those employees that have to be physically present to perform the necessary function. This would be similar to the conditions that existed in March - May 2020. The following assumptions have been made in the development of this plan:

- The health and safety of our students, employees and contractors, and their families, is of utmost importance.
- The circumstances of a public health emergency may directly impact on our own operations.
- Impacts of a public health emergency will take time for us.
- to respond to, with appropriate safety measures put into place and adjustments made to operations to maximize safety.
- The public and our constituency expects us to maintain a level of mission essential operations.
- Resource support from other jurisdictions may be limited based upon the level of impact the public health emergency has upon them.
- Supply chains, particularly those for personal protective equipment (PPE) and cleaning supplies, may be heavily impacted, resulting in delays in procurement.
- The operations of other entities, including the private sector (vendors, contractors, etc.), non-profit organizations, and other governmental agencies and services may also be impacted due to the public health emergency, causing delays or other disruptions in their services.
- Emergency measures and operational changes may need to be adjusted based upon the specific circumstances and impacts of the public health emergency, as well as guidance and direction from public health officials and the governor.

# **Concept of Operations**

The District Superintendent of the Monroe 2- Orleans BOCES, their Designee, or their successor holds the authority to execute and direct the implementation of this plan. Implementation, monitoring of operations, and adjustments to plan implementation may be supported by additional personnel, at the discretion of the District Superintendent.

Upon the determination of implementing this plan, all employees and contractors of Monroe 2-Orleans BOCES shall be notified by email with a link to the plan which will be housed on the Monroe 2-Orleans BOCES Employee Portal. All local law enforcement agencies and fire departments that are within the towns where BOCES programs are located will be notified of pertinent operational changes by way of email by the Safety & Security Coordinator. Other interested parties, such as vendors, will be notified by phone and/or email, as necessary. The District Superintendent or their Designee will maintain communications with the public and constituents as needed throughout the implementation of this plan.

The District Superintendent of the Monroe 2- Orleans BOCES, their Designee, or their successor will maintain awareness of information, direction, and guidance from public health officials and the Governor's office, directing the implementation of changes, as necessary.

### **Mission Essential Functions**

When confronting events that disrupt normal operations, Monroe 2-Orleans BOCES are committed to ensuring that essential functions will be continued even under the most challenging circumstances.

Essential functions are those functions that enable an organization to:

- 1. Maintain the safety of employees, contractors, and our constituency
- 2. Provide vital services
- 3. Provide services required by law
- 4. Sustain quality operations
- Uphold the mission and vision and values of Monroe 2-Orleans BOCES

The Monroe 2-Orleans BOCES identified as critical only those priority functions that are required or are necessary to provide vital services. During activation of this plan, all other activities may be suspended to enable the organization to concentrate on providing the critical functions and building the internal capabilities necessary to increase and eventually restore operations. Appropriate communications with employees, contractors, our constituents, and other stakeholders will be an ongoing priority.

# **Emergency Remote Instruction Plan**

In accordance with amendment §175.5(e) of the Commissioner's Regulations, Monroe 2-Orleans BOCES has established an Emergency Remote Instruction Plan. Monroe 2-Orleans BOCES is committed to providing equitable learning opportunities for all students. Due to the variety of instructional programs within the Monroe 2-Orleans BOCES, remote instruction will take different forms for each department and classroom depending on the course of study and individual student needs. For students who do not have home internet access, programs/classrooms will work directly with families to determine the most appropriate solution to ensure that student learning continues with as little disruption as possible.

All plans will be made available through the Monroe 2-Orleans BOCES website.

ESSENTIAL FUNCTIONS - POSITIONS/TITLES	JUSTIFICATION
District Superintendent Administrative Assistant  Assistant Superintendent for Finance and Operations Administrative Assistant Treasurer Internal Claims Auditor Accounts Payable Clerks Workers Comp Claims Processors Billing Specialist Clerk Purchasing Agent Assistant Purchasing Agent Purchasing Clerks	Overall responsibility for operations throughout the entire organization  Responsible for all business operations
Assistant Superintendent for Human Resources Administrative Assistant Payroll Supervisor Payroll Clerk Clerical support, as needed	Responsible for all human resources functions
Assistant Superintendent for Instructional Programs Administrative Assistant Principal Career and Technical Education Director of Department of Exceptional Children, Director of Workforce Development Principal Westside Academy	Responsible for operation of all remote instructional programs
Assistant Superintendent for Curriculum, Instruction & Professional Development Administrative Assistant Director of BOCES 4 Science	Responsible for all curriculum, instruction, and professional development activities
Safety and Security Coordinator Senior Security Worker Security Workers	Responsible for safety and security at all BOCES locations
Director of Operations & Maintenance Operations & Maintenance Manager Cleaners Mechanics Groundskeeper	Responsible for maintenance and cleaning and disinfecting of all facilities
Assistant Superintendent for Accountability, Technology and Regional Services Administrative Assistant Communication & Technology Services Supervising Manager Microcomputer Maintenance Technicians Senior Systems Administrator Communications Group Manager	Responsible for all communications and technology operations
Occupational Health Nurse	Ensure all health and safety protocols are up to date and adhered to

# Reducing Risk Through Remote Work and Staggered Shifts

Through assigning certain staff to work remotely and by staggering work shifts, we can decrease crowding and density at work sites and on public transportation.

### Remote Work Protocols

Working remotely will be enabled to the greatest extent possible, should the District Superintendent or State order a reduction of on-site, in-person work. Working remotely requires:

- Communication of implementation to the employees and contractors
- Approval and assignment of remote work
- by employee's Cabinet-level supervisor
- Notification of expectations to contractors
- by contractor's administrator
- Ability for remote work may include expectations of:
  - Internet access
  - Devices capable of receiving and sending digital information, files, video, voice communication.
  - Access to the Monroe 2-Orleans BOCES secure network
  - o Access to the software and databases necessary to perform work functions.
  - Work phone lines forwarded to off-site staff.

### Staggered Shifts

Staggering work shifts may be implemented to reduce crowding, or to adhere to NYS Department of Health guidelines. Employees or contractors performing duties which are necessary to be accomplished on-site may be asked to work outside of normally assigned shifts or core business hours. The protocol for staggering shifts and/or reducing contact hours requires:

- Communication of implementation to the employees and contractors
- Approval and assignment of on-site and/or remote work schedules by employee's supervisor
- Notification of expectations to contractors by contractor's administrator

# **Personal Protective Equipment**

The use of personal protective equipment (PPE) to reduce the spread of infectious disease is important to support the health and safety of our employees and contractors. PPE needed may include:

- Masks
- Face shields
- Gloves
- Disposable gowns and aprons

It should be noted that while cleaning supplies are not PPE, there is a related need for cleaning supplies used to disinfect surfaces, as well as hand soap and hand sanitizer. Pandemics have demonstrated that supply chains are not always able to keep up with the increased demand for these products.

To that end, we are including these types of supplies in this section as they are critical to protecting the health and safety of our staff and contractors.

The Director of Operations and Maintenance (O&M) will be responsible for ensuring that proper PPE is available at all buildings for required applications by essential personnel. One means of accomplishing this is by participating in a Cooperative Bid for PPE. This Bid provides a comprehensive list of suppliers and products used for maintaining staff safety, and disinfecting and sanitization protocols.

The O&M Department will keep a monthly inventory of PPE with the goal of maintaining a six-month supply of PPE, while ensuring an extra supply is available for essential personnel, including O&M staff. The inventory listing will be kept in the O&M office. Surplus PPE will be appropriately stored in a dry, secure location(s).

PPE will be distributed through the generation of an O&M work order. PPE will be pulled from current inventory, packaged, and delivered by O&M staff within 24 hours. Emergency orders should be noted and will be completed as received.

# Staff Exposures, Cleaning, and Disinfection

Staff Exposures

Staff exposures are organized under several categories based upon the type of exposure and presence of symptoms. Following CDC guidelines, we have established the following protocols:

### 1. Daily Screening

BOCES 2 employees will be required to complete a daily health screening before coming to work each day, via email link. The health screening form can also be accessed at www.monroe2boces.org.

If, after performing the screening, the employee is exhibiting any of the symptoms or answers yes to the screening questions, the employee will:

- Stay home from work.
- Report their absence to their supervisor; and
- Contact his/her health care provider for further guidance.

All contractors and visitors to BOCES 2 buildings and facilities will be required to complete the health screening prior to entering the building. Signage indicating requirements of the selfassessment are posted on the entrance to every BOCES 2 building.

#### 2. If Employee Becomes Ill at Work

BOCES 2 requires employees, visitors, or contractors with an elevated temperature of 100 degrees or higher and/or other symptoms of the communicable disease to immediately notify their supervisor and exit the building. Employees, visitors, and contractors should contact their healthcare provider as soon as possible.

Symptomatic individuals will not be permitted to return to work until they are symptom free and cleared up by their primary care provider and/or the local Department of Health, if required. Documentation must be provided to the Human Resources Office.

We recognize there may be nuances or complexities associated with potential exposures, close contacts, symptomatic people, and those testing positive. We will follow CDC/Department of Health recommendations and requirements and coordinate with our local public health office for additional guidance and support as needed.

# Cleaning and Disinfecting

Once the symptomatic person leaves a building, the supervisor will immediately notify O&M so the area(s) that the person was in can be thoroughly deep cleaned and disinfected according to the following deep cleaning protocol.

- To minimize exposure, cleaners will be provided with 3-ply surgical masks, gloves, aprons, and face shields.
- O&M will follow Normal Cleaning Procedures using Virex II 256 (disinfectant and cleaner) and
- Cleaners will utilize portable disinfecting misters containing Diversey Oxivir (EPA & CDC approved disinfectant and cleaner) and mist the room where employee, visitor or contractor has been.

All cleaning and disinfection practices are based on doing the following:

- Where disinfectants are used, products should be registered with EPA and the NYS Department of Environmental Conservation (DEC).
- Cleaning and disinfection logs will be maintained in the O&M office that include the date, time, and scope of cleaning and disinfection

# **Employee and Contractor Leave**

In a public health emergency, employees of Monroe 2-Orleans BOCES may need leave time to receive testing, treatment, isolation, or quarantine. Employees may avail themselves of available leave as provided for in their collective bargaining agreement or benefit handbook. In addition, employees will be covered by any leave provided under federal and New York State law.

Contractors, either independent or affiliated with a contracted firm, are not classified as employees of Monroe 2-Orleans BOCES, and as such are not provided with paid leave time by Monroe 2-Orleans BOCES, unless required by law.

# **Documentation of Work Hours and Locations**

In a public health emergency, it may be necessary to document work hours and locations of each employee, visitor, and contractor to support contact tracing efforts. Identification of locations shall include on-site work and off-site visits. This information may be used by Monroe 2-Orleans BOCES to support contact tracing within the organization and may be shared with local public health officials.

Contact tracing is a public health function performed by local public health departments to trace all persons who have had contact with a confirmed case of a communicable disease. This allows public health officials to put in place isolation or other measures to limit the spread of the disease. Monroe 2-Orleans BOCES will fully cooperate with all contract tracing efforts as directed by the local health department.

Monroe 2-Orleans BOCES has developed a plan to assist in contact tracing efforts in accordance with the protocols, training, and tools provided through New York State and will modify if necessary, depending on the circumstances of the public health emergency.

Monroe 2-Orleans BOCES will assist with contact tracing by:

- Keeping accurate attendance records of all employees, visitors, and contractors
- Requiring all employees, visitors, and contractors to sign an entry log which includes date and entry time, exit time and if visitors or contractors, which rooms in the building they visited
- Assisting in any way possible in tracing all contacts of the individual in accordance with the protocol, training, and tools provided through the NYS Contact Tracing Program

The local health department will take the lead on isolation/quarantine and release orders and provide recommendations to Monroe 2-Orleans BOCES regarding action plans in response to the communicable disease.

# **Housing for Essential Employees**

There are circumstances within a public health emergency when it may be prudent to have essential employees lodged in such a manner which will help prevent the spread of the subject communicable disease to protect these employees from potential exposures, thus helping to ensure their health and safety and the continuity of Monroe 2-Orleans BOCES essential operations. If emergency housing is needed, BOCES 2 will lodge essential employees at a local hotel.

# District Resources Inventory

Identification of district resources which may be available for use during an emergency, including the list of personnel and other resources.

# A. Heavy Equipment Inventory/Vehicle Inventory

- a) 1990 TCM Fork Truck FG20
- b) 2003 Chevy Dump Truck
- c) 2003 John Deere 450H Bulldozer
- d) 2004 John Deere 80C Excavator
- e) 2004 Sky Jack Electric Lift #3219
- f) 2009 John Deere Mower Z840 Pro 60"
- g) 2011 Ford F750 Dump Truck
- h) 2013 Kubota Tractor
- i) 2015 CAT Caterpillar Loader
- j) 2016 Bobcat S630 Skid Steer
- k) 2016 Case 621F Front End Wheel Loader
- 1) 2017 Case 580SN Backhoe
- m) 2018 Bobcat E42 Mini Excavator
- n) 2018 Kubota Tractor
- o) 2019 CAT D3 Bulldozer
- p) 2019 John Deere Gator HVAC
- q) 2019 Toyota Forklift

# **B.** Fuel Inventory

Four Tanks:

Two 500-Gallon Stationary Tanks - Diesel are located on the southeast side of Monroe 2-Orleans BOCES Big Ridge Road Campus

Two 500 95-Gallon Mobile Skid Tanks - Diesel are located on the southwest side of Monroe 2-Orleans BOCES Campus and are mobile.

# C. Dining Room Capacities/Inventory Summary

The WEMOCO dining room stocks a sufficient supply to provide rations to all staff and campus students for a period of 24 hours.

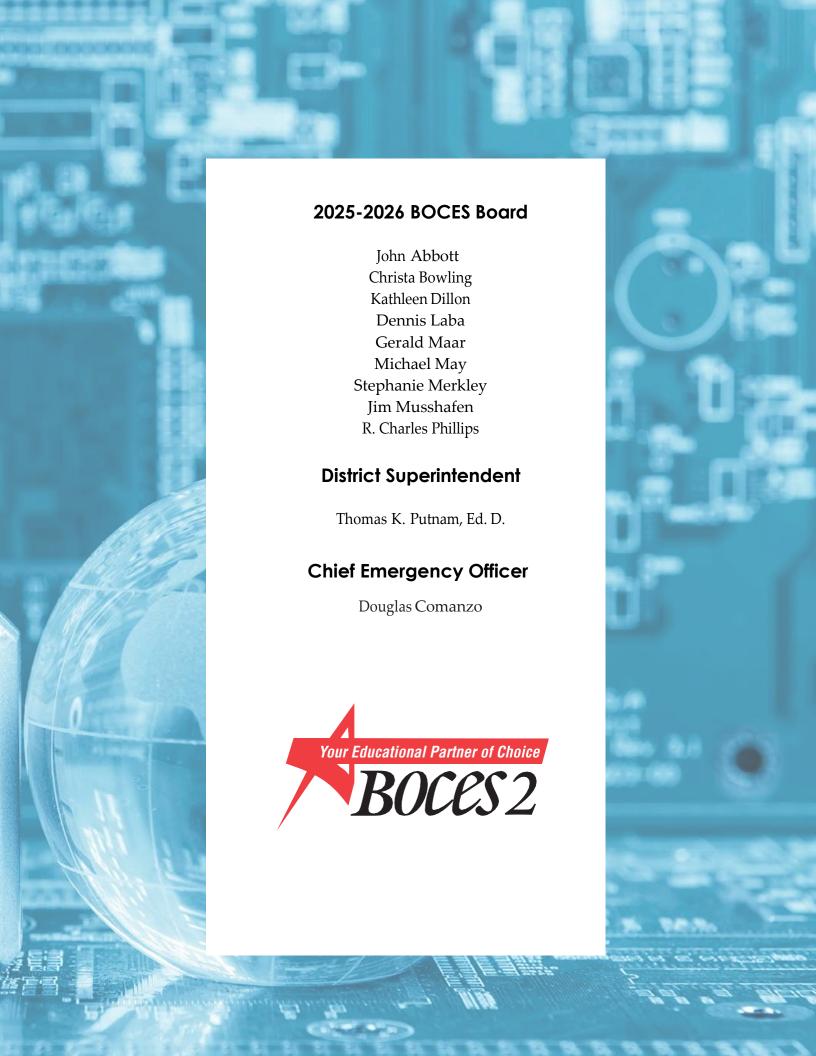
# **Health and Safety Team**

# Monroe 2–Orleans BOCES has created a District-Wide Health and Safety Team consisting of, but not limited to:

# Site

# **Committee Membership**

BOCES 4 Science (773 Elmgrove Road)	. Steve Montemarano
Center for Workforce Development (CWD) (3589 Big Ridge Road)	. Shawna Gareau-Kurtz
Communication and Technology Services (CaTS) & Monroe-Orleans Accountability, Assessment and Reporting Services (MAARS) (3625 Buffalo Road)	Ray Miller
Curriculum Materials Center (CMC) (35 Turner Drive)	Mattie Narowski
Educational Services Center (ESC)	Thomas Schulte Karen Brown Marijo Pearson Steve Roland
Mental Health	Maria Tantillo
Operations & Maintenance (WEMOCO)	Travis Sleight
Paul Road Transition	Suzanne Maxim
Ridgecrest Academy	Robert Nells
Rochester Tech Park (Exceptional Children, Support Services, School Health Services)	Kerry Macko Suzanne Maxim Barbara Swanson
Safety and Security	Douglas Comanzo
Transition Class (Village Plaza)	Suzanne Maxim
WEMOCO Career & Technical Education Center	David Thering
Westside Academy (3555 Buffalo Road)	O



8.	New Business  2. Resolution to Approve BOCES 2 United Professionals State
	Approved Teacher Annual Professional Performance Review (APPR) Plan 2025-26 (Marijo Pearson)

# **MONROE 2-ORLEANS BOCES**

# BOCES 2 United Professionals State-Approved

Teacher Annual Professional Performance Review Plan

> 2024-2025 2025-2026

> > Your Educational Partner of Choice
> >
> > Boces 2

Board Approved

# ANNUAL PROFESSIONAL PERFORMANCE REVIEW

# Table of Contents

		Page(s)
I.	Mission and Vision	1
II.	Introduction	2
III.	Applicability	2
IV.	Plan Requirements	2
V.	Collection and Reporting of Teacher and Student Data	4
VI.	Student Performance Assessment Development and Security	5
VII.	Training for Evaluators and Teachers (Staff)	5
VIII.	Teacher Observation Category	6
IX.	Student Performance Category	11
X.	Teacher Improvement Plans	13
XI.	APPR Appeals Procedure	14
XII.	APPR Annual Review	16
XIII.	Timeline for Implementation of APPR Process	17

	Page(s)
XIV. Appendix – APPR Forms	
A. Teacher Evaluation Rubric	22
B. Teacher Observation Scoring Summary	71
C. Conversion to HEDI Ratings	77
D. Sample Staff Letter	78
E. Annual Professional Performance Review Form	79
F. Observation Reports	81
G. Student Target Setting Data Collection Worksheet	87
H. NYS Student Learning Objective (SLO) Template and	
SLO Template Sample	88
I. SLO Student Data Sheet	93
J. APPR Improvement Plan Format	94

# **Monroe 2-Orleans BOCES Mission and Vision**

I.

# Mission

We provide quality, cost-effective educational services in partnership with school districts and the community in a manner that supports excellence and equity for all learners. We are committed to customer satisfaction, continuous improvement, and personal and professional growth.

# Vision

Monroe 2—Orleans BOCES is the educational partner of choice. We strive for continuous improvement in serving the diverse needs of our community,

helping all students achieve their full potential.



# II. Introduction

The Monroe 2-Orleans BOCES Board recognizes that continuous improvement of staff is directly correlated to student achievement. It is further understood that supervision and evaluation of personnel is a critical component of continuous improvement. As agreed upon by the Chief Executive Officer and the BOCES2 United Professionals (B2UP), and approved by the New York State Education Department (NYSED), an annual evaluation will be used to improve instruction and promote continued staff development in alignment with the NYS Teaching Standards and New York State Learning Standards.

# III. Applicability

The process described herein shall be applicable to the following different unit members: Classroom teachers, as that term is defined in §80-1.1 of the Commissioner's regulations. A teacher performing instructional support services for more than 40% of his/her time will not be included in the definition of classroom teacher unless he/she is also serving as a teacher in the classroom teaching service for 40% or more of his/her time.

# IV. Plan Requirements

Under Education Law §3012-d, each teacher must receive an APPR score using a two (2)-category matrix system that includes student performance and teacher observation. This APPR plan will result in teachers covered under §3012-d receiving an annual rating of "Highly Effective," "Effective," "Developing," or "Ineffective." Ratings which will be determined by the following measures:

Student Performance Category: This portion of the plan includes student growth based on a state-provided growth score; for grades/subjects where no state assessment or NYS Regents exam currently exists, an SLO based on district-determined assessment that has been state approved. This portion of the plan is based on state-approved assessments and Student Learning Objectives (SLOs) in accordance with APPR Law 3012-d.

<u>Teacher Observation Category</u>: This portion of the plan includes teacher observations by a principal, supervisor or other trained administrators.

Each teacher will be observed multiple times throughout the school year via unannounced observations and/or announced observations. These observations will be rated using the Framework for Teaching Rubric (2011 Revised Edition).

The matrix below will be used to determine a teacher's composite rating based on the two categories of the evaluation.

Two Category Matrix used for Annual APPR Score

Categories	Teacher Observation				
	Ratings	Highly Effective (H)	Effective (E)	Developing (D)	Ineffective (I)
тапсе	Highly Effective (H)	Н	Н	Е	D
Student Performance	Effective (E)	Н	E	E	D
Studen	Developing (D)	Е	Е	D	I
	Ineffective (I)	D	D	I	I

The intent of the evaluation system is to foster a culture of continuous growth for professionals, to provide a clear process of evaluation that uses an established set of criteria or rubrics that define a professional process, and to create collegial environment that promotes conversation and reflection about their craft in order to extend and enhance professional practice.

The APPR is required to be a significant factor in employment decisions\* including, but not limited to: retention, tenure determination, and termination. Each decision is to be made in accordance with statutes and regulations, which are locally developed and collectively bargained.

The BOCES Board will adopt an APPR plan by August of each school year. The BOCES shall submit the plan on a form prescribed by the Commissioner to the State Education Department for approval. Should the plan be rejected, any deficiencies that are subject to negotiations shall be resolved through collective bargaining, and the plan resubmitted. If all the terms of the plan have not been finalized by July 1 as a result of pending collective bargaining, then the BOCES shall submit the APPR to the Commissioner upon resolution of all its terms, consistent with Article Fourteen of the Civil Service Law. It is understood by both parties that the district shall not unilaterally impose the APPR under any conditions and any changes to the APPR must be collectively bargained.

Both the BOCES and the B2UP agree that all forms needed to support the APPR plan will be collaboratively created and mutually agreed upon.

# V. Collection and Reporting of Teacher and Student Data

The BOCES and the B2UP shall use the following verification procedure to ensure that all determinations for teachers of record have been made accurately and in a manner consistent with the standards established by the Commissioner's Regulations prior to using student growth and/or achievement data in an APPR. The BOCES shall designate a Data Coordinator who shall <u>not</u> be a unit member and who shall be in charge of this process. The Data Coordinator shall be in charge of collecting required data, overseeing changes in and maintenance of the local data management systems, and ensuring the accuracy of the data.

### **Teacher of Record Determination Procedure**

The BOCES will report teacher and student data, including enrollment, attendance data and any other student, teacher, school, course and student/teacher linkage data necessary in a format and timeline prescribed by the Commissioner. The information will be submitted through the Student Management Systems.

Each classroom teacher will have the opportunity to verify the subjects and/or students assigned to them through the Student Management System and the NYSED designated system. An opportunity will be provided for every classroom teacher to verify the subjects and/or student rosters assigned to them no later than the last day of the first week of each semester during the school year. Verification of students taking state assessments shall take place at the time the test is administered.

Any discrepancies identified during verification must be brought to the evaluator's attention. Discrepancies must be identified in writing within three (3) school days from the receipt of the information from the BOCES by the teacher of record. The evaluator will notify the teacher in writing of the action taken regarding the identified discrepancies within five (5) school days of receipt of notification by teacher.

Changes to a teacher's student roster (e.g. new student, withdrawn student, transfer, change in program, etc.) will be communicated to the teachers involved via the BOCES Student Change Form.

# **Reporting Scores**

The BOCES District Superintendent or his/her designee shall be responsible for reporting to the NYSED the **category ratings and composite scores** for each covered classroom teacher in the BOCES. This shall be done in a format and timeline prescribed by the Commissioner. All classroom teachers covered by this requirement will be afforded the opportunity to review and verify the final data attributed to them no later than the last day of their work year or five (5) business days before it is sent to the NYSED, if submission occurs prior to the last day of their work year.

The entire evaluation, including NYSED provided scores, must be completed and provided to each unit member as soon as practical, but in no case later than September 1 of the next school year for which the unit member's performance is being measured.

Furthermore, the BOCES will adhere strictly to the requirements for reporting category and matrix ratings to the NYSED established by regulations; a unique identifier will be used. An evaluator shall not submit any names of individual teachers, written assessment, category or matrix rating of an individual teacher to any outside agency or person, without the prior written authorization of the Association, or unless required to do so by law.

# VI. Student Performance Assessment Development and Security Scoring and Security

The Data Coordinator shall be responsible for overseeing the assessment development, security and scoring processes utilized by the BOCES.

# **Assessment Development**

Locally or regionally developed assessments of student achievement provide opportunities for professional development and building local capacity. The BOCES will encourage the development of assessments by teams of teachers or through collaboration with area school districts. Rubric tools, as identified within this plan, will be used to verify comparability and rigor. All local or regionally developed assessments, and third-party assessments must be approved by NYSED under 3012-d.

# Assessment **Scoring and** Security

It is understood that any assessments or measures used for the purpose of teacher evaluation will not be disseminated in advance to students, teachers or principals. Scoring of assessments must be done by educators who do not have a vested interest in the assessments they score.

# VII. Training for Evaluators and Teachers (Staff)

# **Evaluators**

Only fully NYS certified evaluators (SAS, CAS, SBL, SDL, Certificate of Internship, etc.), that have been hired as evaluators in the BOCES may evaluate teachers.

Any fully certified evaluator (see definition above) who participates in the evaluation of teachers for the purpose of determining an APPR rating shall be fully trained and/or certified as required by Education Law §3012-d and the implementing Regulations of the Commissioner of Education prior to completion of teacher evaluations. The BOCES District Superintendent will ensure that all evaluators have been trained and that all lead evaluators have been trained and certified in accordance with regulation.

The BOCES will work to ensure that lead evaluators and independent evaluators maintain interrater reliability over time and that they are recertified as required by Education Law §3012-d, receiving updated training on any changes in the law, regulations or applicable collective bargaining agreements.

Any evaluation or APPR rating that is determined in whole or in part by an evaluator who is not fully trained and/or certified to conduct such evaluations shall, upon appeal by the subject of the evaluation or APPR rating, be deemed to be invalid and shall be expunged from the teacher's record and will be inadmissible as evidence in any subsequent disciplinary proceeding. The invalidation of an evaluation or APPR rating for this reason shall also preclude its use in any and all employment decisions.

The BOCES District Superintendent will maintain records of certification and training of lead evaluators, including independent evaluators. In the event that an evaluator does not successfully complete the required certification/training prior to the completion of teacher evaluations, the BOCES District Superintendent will notify the B2UP President in writing. The notification to the B2UP President will occur by June 1 of the school year.

# **Teachers (staff)**

Recognizing that an understanding of the content and use of the APPR plan is beneficial to both the BOCES and the B2UP, collaboration between both parties will guide the initial implementation and implementation of future revisions to this plan. Therefore, both the BOCES and the B2UP will share the responsibility and work in partnership to provide initial training and any necessary future training for the APPR plan.

A copy of the APPR plan will be provided electronically to unit members on the first day of work each year.

Training for newly hired professional staff (teachers) subject to the BOCES APPR will be done during "New Teacher Orientation" each year. New teachers commencing employment during the school year will receive training as designed by the Assistant Superintendent of Curriculum, Instruction and Professional Development.

# VIII. Teacher Observation Category

Unit member appraisals will be based on evidence collected via the processes detailed below and subsequently discussed during other natural professional conversations. Other natural professional conversations shall be defined as ongoing conversations between a unit member and his/her evaluator that focus on professional practice, rubric scoring, targeted feedback and suggested instructional modifications, and professional development.

The BOCES and B2UP agree to use the Framework for Teaching Rubric (2011 Revised Edition) ("Rubric") approved by NYSED which will be used for the observation section of the teacher's overall evaluation. Evidence of effectiveness will come from multiple observations.

# 1) Observation Framework

New York State requires that teachers are observed by multiple certified evaluators. Evaluators include Lead Evaluators and Independent Evaluators. Lead Evaluators are the principals or supervisors within the building or program they administer. Independent evaluators are observers who are <u>NOT</u> in the building or program in which they administer.

- A) Unit members' yearly evaluations will consist of observations that are announced and unannounced.
- B) Unit members will be evaluated utilizing the agreed upon rubric.
- C) Rating Observations/Calculating Scores:

  Scores will be calculated by assigning a rating to each component area observed or discussed during the observation (e.g.: Domain 1a) of: Highly Effective, Effective, Developing or Ineffective. *Components not observed or discussed will not be in the rating calculation.*
- D) Once a rating is assigned, then a corresponding number shall be assigned to each rating as follows: 4 for Highly Effective, 3 for Effective, 2 for Developing, and 1 for Ineffective.
- E) All scores, once averaged together will follow the rules of rounding to the nearest one hundredth.
- F) The final score, 1-4 will be averaged together and based on the percentages agreed to for each observation method. A rating will then be assigned based on the chart below:

Rating	Observation HEDI Ranges
Highly Effective (H)	3.5 - 4
Effective (E)	2.5 - 3.49
Developing (D)	1.5 - 2.49
Ineffective (I)	0 - 1.49

- G) In the event that a teacher earns a score of 1 on *all* rated components of the rubric across all observations, a score of 0 will be assigned.
- H) Observation ratings will be recorded on the observation form.
- I) Tenured unit members will be observed a minimum of two (2) times throughout the school year consisting of one announced and one unannounced.
- J) Non-tenured unit members will be observed a minimum of three (3) times throughout the school year consisting of two announced and one unannounced. For CTE Transitional Certificate holders, 3 observations per year will be capped at 4 years.

# 2) Observation Definitions

Observations are visits to the classroom made by a supervisor, lead evaluator or independent evaluator to obtain information about the instructional program and teacher performance in the classroom as they relate to one or more of the unit member appraisal criteria. This information will be utilized to assist the teacher in the improvement of instruction and student achievement.

**Announced observation** will be defined as an observation of which the teacher has prior knowledge of the observation date and time. Scheduling of the announced observations will occur collaboratively between the evaluator and unit member. Announced observations will constitute 90% of the Observation Category score.

**Unannounced observation** will be defined as an observation by an independent evaluator of which the teacher has no prior knowledge of the observation date and time. Unannounced observations by an independent evaluator will constitute 10% of the Observation Category score.

# 3) Observation Process

All observations will be completed by May 1 of the school year. Feedback will be provided after each observation (announced and unannounced). Evidence will be aligned to the components of the rubric to provide teachers with a clear understanding of what they did well and what they need to work on. *All observation/evaluation documentation will be completed using an evaluation software program.* 

# A) For tenured unit members:

Tenured unit members will follow the observation schedule below:

Lead Evaluator: One announced observation with a pre- and post-conference, totaling 90% of the teacher observation component.

Independent Evaluator: One unannounced observation with no pre- or post-conference. Only evidence from Domain 2 and 3 will be collected at this time, totaling 10% of the teacher observation component.

The announced observation will be completed prior to February Break of each year and will take place before the unannounced observation.

# B) For non-tenured unit members:

Non-tenured unit members will follow the observation schedule below:

Lead Evaluator: Two announced observations with a pre- and post-conference, totaling 90% of the teacher observation component.

Independent Evaluator: One unannounced observation with no pre- or post-conference. Only evidence from Domain 2 and 3 will be collected at this time, totaling 10% of the teacher observation component.

Only one announced observation may occur each semester. The unannounced observation will take place between the two (2) announced observations and may take place in either semester. Announced observations must be scheduled according to the timeline specified on page 18. Unannounced observations may take place any time after the initial APPR meeting and before May 1, 2026. However, unannounced observations must not occur within five days before or after an announced observation Additionally, an unannounced observation is not required to follow the first or only announced observation.

# 4) Announced Observation Overview

# A) Pre-Observation Meeting

The pre-observation meeting will take place no more than five (5) and no less than one (1) school day(s) prior to the scheduled observation. Upon mutual agreement between the evaluator and the unit member, a pre-observation meeting can take place on the same day as the observation. Teachers will be given at least five (5) days prior notice before the pre-observation meeting in order to have sufficient time to complete the pre-observation form.

The purpose of this meeting will be to discuss the class and lesson to be observed. Domains and/or components that are not observable during the classroom observation may be observed during any pre-observations, post-observations or other natural conversations between teacher and evaluator. In this meeting the unit member and evaluator will review relevant measurable criteria that may not be seen in the lesson but are critical of the process.

# B) Classroom Observation

Announced observations will last for at least thirty (30) minutes but no more than forty-five (45) minutes. Start and end times will be mutually determined at the pre-observation meeting. Observations will not be scheduled the day before or after a holiday/break.

If the evaluator or unit member is unable to meet the scheduled observation time and date, or the evaluator is unable to stay for the entire scheduled time period, that observation will be rescheduled. The person that cancels an observation or the evaluator that is unable to stay the required time has the responsibility to reschedule the observation within five (5) school days. The record (script) of observed evidence and preliminary alignment to the rubric will be sent to the teacher no less than twenty-four (24) hours prior to the post-observation conference.

# C) Post-Observation Meeting

The post-observation meeting will take place no more than ten (10) school days following the lesson that was observed.

The purpose of this meeting is to continue professional dialogue, specifically based on the rubric and evidence that was observed during the lesson and to discuss the observation as it relates to Domains 1-4. The evaluator will discuss and review scripted notes and evidence alignment that is relevant to that particular observation. The evaluator and teacher will also discuss the evidence specific to Domains 1-4 providing feedback to the teacher on the evidence related to that particular observation. The Post-Observation Meeting Form will be

utilized to document the discussions above. Within five (5) school days following the collaborative discussion of the post-observation meeting, unit members will be provided with written feedback, all documentation and the observation rating.

Upon receipt, unit members will review, comment, date, sign and return the observation form to his/her evaluator within five (5) school days. Supporting documentation supplied by the unit member may be attached to the observation form for areas in which there are disagreement(s) between the evaluator and the unit member.

D) Each component of the specific domain will be rated 1-4 by the evaluator. Components that are not observed will not be included in the calculation for that domain or the observation as a whole. The point values of each component within a specific domain are totaled and divided by the total number of observed components within that domain. The observation score will be determined by weighting each domain according to the table below.

Domains	Weighting Factor
1	.25
2	.27
3	.35
4	.13

# E) Additional Announced Observation

If a unit member is not satisfied with the ratings assigned by the lead evaluator, the unit member may request one (1) additional announced observation within thirty (30) calendar days of receipt of the announced observation rating. Tenured and non-tenured teachers may only request one (1) additional announced observation per school year. The additional announced observation will follow the same prescriptive pattern as the original announced observation. The purpose of the additional observation will be to address the areas of concern raised in the earlier post-observation meeting. The ratings will be recorded along with the ratings from the previous observation(s) on the observation form. The new ratings and evidence will be dated. If an additional announced observation takes place, then the total score for each announced observation will be combined and the average will be the final rating.

# 5) Unannounced Observation Overview

Unit members will be provided with prior notice of no less than twenty-four (24) hours and no more than seventy-two (72) hours for an upcoming unannounced observation.

During the school year an independent evaluator will complete one (1) unannounced observation of all unit members using the observation form. Unannounced observation will last no less than ten (10) minutes and no more than twenty (20) minutes. Domains 2 and 3 of the Danielson rubric will be the only focus during this observation. Observations will not be scheduled the day before or after a holiday/break.

The unannounced observation will only include observable components from Domains 2 and 3. Each domain will be weighted .50.

Domains	Weighting Factor
2	.50
3	.50

The report will include an overall score for the unannounced observation based on a 4 point scale as prescribed by Commissioner's Regulation. The score will be determined by adding the individual component rating for each domain, dividing the total by the number of observable components and multiplying that number by .50. The two domain scores will then be added and the resulting number is the score for the observation that constitutes the 10% section. This number will be added to the 90% section score and converted to a HEDI rating that represents the Teacher Observation Category consistent with the standards prescribed by the Commissioner's Regulation.

A post-observation communication (phone, email, meeting) will occur between the independent evaluator and the unit member prior to the independent evaluator scoring the observation. Supporting documentation supplied by the unit member may be attached to the observation form for areas in which there are disagreement between the evaluator and the unit member. Within five (5) school days following the communication, the unit member will be provided with the completed observation report. Upon receipt, the unit member will review, comment, date, sign and return observation form to his/her evaluator within five (5) school days.

The unit member has the right to ask for one (1) additional unannounced observation within thirty (30) calendar days of receipt of the unannounced observation rating of Developing or Ineffective. Tenured and non-tenured teachers may only request one (1) additional announced observation per school year. When more than one unannounced observation takes place, the best score will be the final rating.

All observable NYS Teaching Standards must be assessed at least once on an annual basis.

# IX. Student Performance Category

The Student Performance Category of the APPR per state law is not collectively bargained and is contained herein for informational purposes. Student growth is defined as the change in student achievement between two points in time.

In accordance with §3012-d, unit members will have a required student growth score. Unit members who do not have a state provided growth score will be required to have a Student Learning Objective (SLO). The Student Learning Objective (SLO) process will be employed as prescribed by NYSED. Teachers will work individually and collaboratively with their evaluator to write the SLO and determine student growth targets. The final decision as to the student growth targets shall be determined by the evaluator. In order to have SLOs developed by November 15 14 of each school year, the classroom teachers of subjects where there is no state-provided measure of student growth will use their completed BEDS data to determine the student population majority and number of SLOs necessary. Students entering after February 4 will not be placed on a teacher's roster for the purposes of the APPR. For CTE Middle Skills courses, students entering after November 15 will not be placed on the teacher's roster for the purposes of the APPR.

The HEDI points and rating for this section will be based on the percentage of students meeting their growth targets. The NYSED required HEDI conversion chart for the student growth measure for this Student Performance Category of the APPR is below:

**Teacher Performance Scoring Ranges: SLOs** 

<b>Highly Effective</b>	Effective	Developing	Ineffective
18-20 points	15-17 points	13-14 points	0-12 points
90-100% of students	75-89% of students	60-74% of students	0-59% of students
meeting or exceeding	meeting or exceeding	meeting or exceeding	meeting or exceeding
expected growth	expected growth	expected growth	expected growth
targets.	targets.	targets.	targets.

Student performance targets will be established by the unit member and evaluator at the initial APPR meeting, which shall be no later than November 15 14 or 30 school days after their start date. Student performance data will be reviewed at this time to assist with target setting.

To meet the requirements of student performance the following SLOs will be used:

# A. Career and Technical Education SLO

All CTE teachers will have an SLO based on the results of CTE students' 21<sup>st</sup> Century Skills Assessment for Workplace Success by NOCTI. All teachers will receive the same 0-20 HEDI point score based on the percentage of all CTE students meeting targets.

- 1) All students shall have a target that represents one year of growth.
- 2) The SLO will be based on the percentage of students who meet the target student performance on NOCTI. Percentage will be calculated by dividing the number of students that meet the target for the assessments by the total number of students that take the assessments identified.

# B. Exceptional Children SLO

Student Learning Objectives (SLOs) for all K-12 Department of Exceptional Children teachers will be based upon the NYS Approved Student Performance Measure – Monroe 2-Orleans BOCES State Approved Literacy Task (SALT). The SLO will be a department-wide SLO based upon student growth and targets set on the assessments. All teachers will receive the same 0-20 HEDI point score based on the percentage of all students meeting targets.

- 1) All students shall have a target that represents one year of growth.
- 2) The SLO will be based on the percentage of students who meet the target student performance on SALT assessment. Percentage will be calculated by dividing the number of students that meet the target for the assessments by the total number of students that take the assessments identified.

# C. Westside Academy SLO

Student Learning Objectives (SLOs) for all Westside Academy teachers will be based upon the NYS Approved Student Performance Measure - Monroe 2-Orleans BOCES State Approved Literacy Task (SALT) and New York State (NYS) Regents or 8<sup>th</sup> grade Science results. For teachers whose courses end in a NYS Regents exam or 8<sup>th</sup> grade science – their SLO will be based on the scores of those students. If their caseload does not include 51% of their students taking a

NYS Regents exam, their SLO will be based also on how their students perform on the SALT assessment. For teachers whose courses do not end in a NYS Regents exam, their SLOs will be based upon the SALT assessment as a department-wide score.

# X. Teacher Improvement Plans

1. The following procedures shall govern the implementation and use of teacher improvement plans not required by Education Law §3012-d and 8 NYCRR 30-3.11.

If, at any time during the school year an evaluator or unit member feels that the performance of a unit member is less than satisfactory, a meeting will be scheduled immediately with the unit member. At the meeting, all concerns will be identified in writing and given to the unit member. At this time the unit member will be placed on a Teacher Improvement Plan (TIP).

The TIP will identify the areas that need improvement; include a timeline for achieving improvement; indicate the manner in which the improvement will be assessed; and include the differentiated activities to support and assist the teacher in the improvement.

2. The following procedures shall govern the implementation and use of teacher improvement plans ("TIP") which are required by Education Law §3012-d and 8 NYCRR 30-3.11.

# APPEALS OF DEVELOPING OR INEFFECTIVE TIPS ONLY

Use of a TIP shall be limited only to instances where the teacher has received an overall rating of "ineffective" or "developing" based on his/her single composite effectiveness rating. Therefore, an appeal of a TIP is limited to the district's issuance and/or implementation of the terms of the TIP under Education Law §3012-d noting an appeal of the overall APPR is for a rating of "ineffective" or "developing" only.

# TIME FRAME FOR TIP

The TIP must be implemented no later than October 1 in the school year following the school year for which such teacher's performance is being measured.

# CONTENTS OF TIP

The TIP will identify the areas that need improvement (i.e. deficiencies that resulted in the ineffective or developing rating); include a timeline for achieving improvement; indicate the manner in which the improvement will be assessed; and include the differentiated activities to support and assist the teacher in the improvement.

The teacher, director and/or program supervisor or principal or executive principal, Assistant Superintendent for Human Resources or his/her designee, and a union representative will meet to discuss the contents of the TIP prior to implementation. The Assistant Superintendent for Human Resources and/or program supervisor or principal or executive principal is the final decision-maker of the TIP's contents. A written copy of the TIP will be provided to the unit member at the time of the meeting.

In the final stage of the improvement plan, the teacher should meet with the designated supervisor to determine if adequate improvement has been made in the areas outlined in the

plan. A written copy of this determination will be provided to the unit member at the time of the meeting.

# APPEAL

A teacher may appeal the implementation of the TIP in accordance with the appeals procedure contained herein. The appeal of a TIP will not affect the BOCES right to dismiss a probationary teacher, deny tenure, or serve to otherwise lengthen the probationary period.

# **XI.** APPR Appeals Procedure

# APPEALS OF INEFFECTIVE and DEVELOPING RATINGS ONLY

Appeals of an annual professional performance review shall be limited only to those where the teacher has received an overall rating of "Ineffective" or "Developing" based on his/her single composite effectiveness rating.

Any unit member receiving an overall APPR rating of either "Effective" or "Highly Effective" may **not** challenge that APPR rating. However, they may attach a statement to their APPR that will be included in their personnel file.

Prior to September 1 each year, the BOCES shall provide to the B2UP President a list of all unit members whose overall rating is Ineffective or Developing.

In accordance with Education Law §3012-d, an APPR which is the subject of a pending appeal shall not be sought to be offered in evidence or placed in evidence in any Education Law §3020-a and b proceeding, or any locally negotiated procedure, until the appeal process is concluded.

# WHAT MAY BE CHALLENGED IN AN APPEAL

In an appeal, the teacher may only challenge:

- 1. The substance of the annual professional performance review; which shall include the instance of a teacher rated Ineffective on the Student Performance Category but rated Highly Effective on the observation based on an anomaly, as determined locally.
- 2. The BOCES adherence to the standards and methodologies required for such reviews, pursuant to Education Law §3012-d and Subpart 30-3 of Commissioner's Regulations.
- 3. The adherence to the Commissioner's Regulations, as applicable to such reviews and compliance with any applicable locally negotiated procedures, as required under Education Law §3012-d: and
- 4. The BOCES issuance and/or implementation of the terms of the teacher improvement plan under Education law §3012-d.

Further, any appeal allowed to the State of New York Education Department as set forth in the regulation issued by the New York State Board of Regents will be afforded to unit members.

# PROHIBITION AGAINST MORE THAN ONE APPEAL

A teacher may not file multiple appeals regarding the same performance review or teacher improvement plan. All grounds for appeal must be raised with specificity within one appeal,

provided that the teacher knew or could have reasonably known the ground(s) existed at the time the appeal was initiated, in which instance a further appeal may be filed but only based upon such previously unknown ground(s).

# **BURDEN OF PROOF**

In an appeal, the teacher has the burden of demonstrating by clear and convincing evidence that his/her overall rating of "ineffective" or "developing" was affected by substantial error or defect.

# TIME FRAME FOR FILING APPEAL

Appeals must be submitted in writing to the BOCES District Superintendent no later than 10 school days after receipt by the teacher either of his/her official annual professional performance review or the improvement plan. The failure to file an appeal within these timeframes shall be deemed a waiver of the right to appeal and the appeal shall be deemed abandoned.

When filing an appeal, the teacher must submit a detailed written description of the specific areas of disagreement over his/her performance review/teacher improvement plan and any additional documents or materials relevant to the appeal. The performance review and/or improvement plan being challenged must be submitted with the appeal. Any information not submitted at the time the appeal is filed will not be considered.

# TIME FRAME FOR BOCES RESPONSE

Within 10 school days of receipt of an appeal, the evaluator(s) who issued the performance review or who is responsible for either the issuance and/or implementation of the terms of the teacher's improvement plan must submit a detailed written response to the appeal to the BOCES District Superintendent. The response must include any and all additional documents, written materials, or other evidentiary materials specific to the point(s) of disagreement and are relevant to the resolution of the appeal. Any such information that is not submitted at the time the response is filed shall not be considered in the deliberations related to the resolution of the appeal.

The teacher initiating the appeal shall receive a copy of the response filed by the evaluator(s), and any and all additional information submitted with the response, at the same time the evaluator(s) files its response with the BOCES District Superintendent.

Notwithstanding the above time frames, an appeal does not serve to lengthen a teacher's probationary period. The BOCES reserves its right to terminate a probationary teacher and/or to make a tenure determination pending an appeal.

# **DECISION-MAKER ON APPEAL**

A decision shall be rendered by the BOCES District Superintendent. In the event the BOCES District Superintendent is responsible for any rating contained in the evaluation, including the final rating decision, the BOCES District Superintendent must appoint a designee not responsible for any rating contained in the evaluation or the final rating to decide the appeal. Only the Assistant Superintendent for Instructional Programs or the Assistant Superintendent for Curriculum Instruction and Professional Development may be appointed as a designee for the purpose of decision maker on appeal when the BOCES District Superintendent was involved with a rating contained in the evaluation.

# **DECISION**

A written decision on the merits of the appeal shall be rendered no later than 30 school days from the date upon which the unit member filed his/her appeal. The appeal shall be based solely on the written record, comprised of the unit member's appeal papers and any documentary evidence which accompanied the appeal, as well as the evaluator(s) response to the appeal and additional documentary evidence submitted with such papers.

The decision shall set forth the reasons and factual basis for each determination on each of the specific issues raised in the teacher's appeal. If an appeal is sustained in whole or in part, the decision maker may set aside a rating and direct that a new evaluation (or portion thereof) be conducted, or award such other relief as he/she deems appropriate under the circumstances.

A copy of the written decision shall be provided to the teacher and the evaluator(s).

The appeal process outlined shall constitute the means for initiating, reviewing and resolving any/all challenges and appeals related to a teacher performance review. The decision of the appeal process is final and binding, except as stated below:

The grievance process in **Article XVIII**, **Sections A** – **E** of the B2UP collective bargaining agreement shall not be used to appeal or review a unit member's performance review unless the BOCES District Superintendent or his/her designee fails to comply with the negotiated appeals process. However, areas deemed in violation of the contractually negotiated APPR process may be subject to the grievance process. Such areas include adherence to negotiated time frames, minimum number of observations and meetings, and use of appropriate forms. At <u>no</u> time may grievance procedures be utilized to challenge results of an observation or evaluation, the rating or scoring of any rubric component or the commentary of a unit member's APPR. Should a grievance become necessary, the goal would be to correct the process flaw immediately so that the evaluation process may continue with the negotiated intent intact.

# XII. APPR Annual Review

The BOCES and the B2UP will meet in May of each school year for the purpose of reviewing the APPR Plan. In the event that revisions to the APPR plan are recommended, implementation of revisions will only occur after agreement to and ratification by both parties; the BOCES and the B2UP.

# XIII. Timeline for Implementation of APPR Process

The timelines below are established as guidelines to assist in an orderly implementation for the 2024-2025 2025-2026 school year. It is understood that these timelines may need to be adjusted on an organizational or individual basis based on practicality and emerging factors:

- 1. Initial APPR Meeting by November 15 14
  - a. Evaluator and teacher review student data
  - b. Evaluator and teacher establish student performance targets for student performance category
  - c. Evaluator and teacher review and/or determine professional development needs/priorities to support teacher progress on APPR
- 2. Proceed with Observation Process for Tenured and Non-Tenured Staff

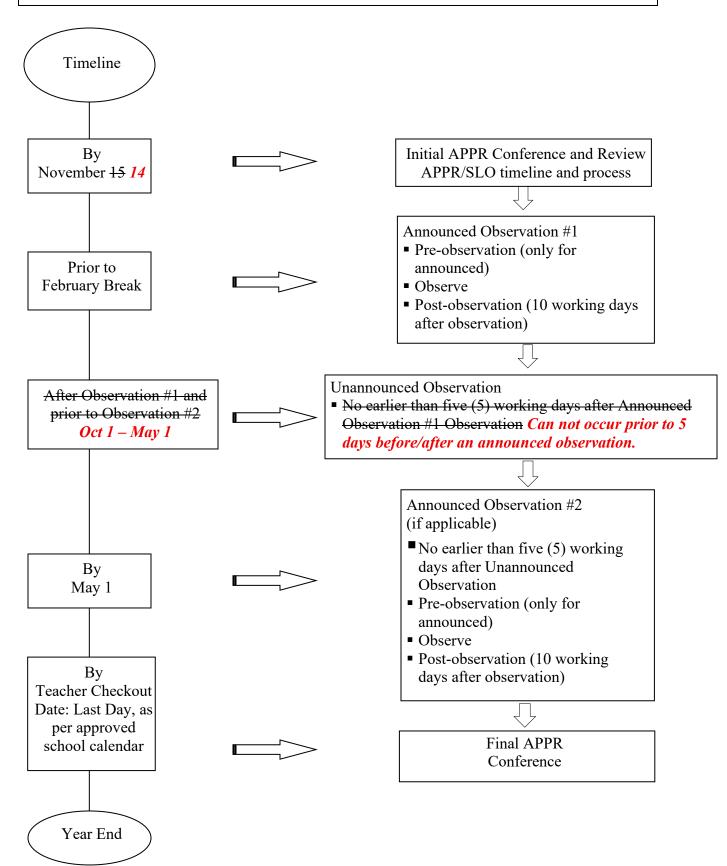
# Tenured Staff:

- a. First observation prior to February Break
- b. Unannounced observation by independent evaluator

# Non-Tenured Staff:

- a. First observation prior to February Break
- b. Unannounced observation by independent evaluator
- c. Second observation by May 1
- 3. Final APPR Meeting; Completion of the Annual Professional Performance Review Form (Part 2 Final APPR Conference) (by Teacher Checkout Date: Last Day, as per approved school calendar):
  - a. Discuss progress towards student performance targets and conversion to HEDI points and ratings. May not be able to complete this discussion due to unavailable state assessment data.
  - b. Review rubric ratings for teacher observation category and conversion to HEDI points and rating.
  - c. Complete summative evaluation including composite HEDI score and rating to the extent that state assessment data is available.
  - d. Establish professional development goals based on needs evident in APPR evaluation.
  - e. For teachers whose assessment data is not available for the completion of the Annual Professional Performance Review Form (Part 2 Final APPR Conference) by Teacher Checkout Date: Last Day, as per approved school calendar, the evaluation will be provided by September 1.

# MONROE 2-ORLEANS BOCES ANNUAL PROFESSIONAL PERFORMANCE REVIEW PROCESS



## Monroe 2-Orleans BOCES APPR FORMS



# TEACHER EVALUATION RUBRIC

Teachscape Proposal New York State Department of Education Teacher and Principal Practice Rubric Providers RFQ

### Appendix A: The Framework for Teaching (2011 Revised Edition)

#### Framework for Teaching 2011 Revised Edition

Charlotte Danielson's Framework for Teaching (2011 Revised Edition) is the next generation of this research-validated instrument for teacher observation, evaluation and development. Charlotte Danielson has selected Teachscape as the exclusive electronic provider of this refined instrument.

In the Framework for Teaching (2011 Revised Edition) all the domains, components, and elements are identical to the earlier version. Therefore, the pre-existing research foundation applies.

The Framework for Teaching (2011 Revised Edition) is specifically enhanced to be used as an evaluation instrument. The enhancements contained in the Framework for Teaching (2011 Revised Edition) are based on lessons learned from the Measures of Effective Teaching (MET) Project, a large scale research study funded by the Bill & Melinda Gates Foundation that used the Framework for Teaching to evaluate over 20,000 classroom lessons.

Based on her experience with the MET Project, Charlotte Danielson has enhanced her Framework for Teaching (2011 Revised Edition) to be even more effective, precise, and useful as a tool for teacher evaluation.

See below for a summary of the key changes from the old version to the newly updated Framework for Teaching (2011 Revised Edition).

Old version of the Framework for	Framework for Teaching (2011 Revised Edition)
Teaching	
Rubrics for each component contain general language helpful for professional development but not well suited for precise evaluation.	Rubrics for each component have been revised to include more precise language enabling for better observer discernment between teacher performance at different levels.
Absence of Critical Attributes makes it difficult to identify instructional evidence tied to each component and performance level.	Critical Attributes have been added for each Component and performance level. Critical attributes are specific observable teacher and/or student behaviors or actions that are evidence of a teacher's performance at a specific performance level relative to a particular Component.
Absence of possible teaching examples means that observers must generate their own examples without being sure they are accurate.	Possible teaching examples have been added for each level of performance, for each Component, to assist observer in determining examples of classroom practice that would observe as evidence for each Component.

With these new additions and adjustments, the Framework for Teaching (2011 Revised Edition) is now the best, most reliable instrument available for high-stakes evaluation of teaching.

#### **Complete Framework for Teaching Instrument**

Domain 1:	Planning and Preparation
Ia: Demonstrating Knowledge of Content and Pedagogy	In order to guide student learning, teachers must have command of the subjects they teach. They must know which concepts and skills are central to a discipline, and which are peripheral; they must know how the discipline has evolved into the 21st century, incorporating such issues as global awareness and cultural diversity, as appropriate. Accomplished teachers understand the internal relationships within the disciplines they teach, knowing which concepts and skills are prerequisite to the understanding of others. They are also aware of typical student misconceptions in the discipline and work to dispel them. But knowledge of the content is not sufficient; in advancing student understanding, teachers are familiar with the particularly pedagogical approaches best suited to each discipline.
	<ul> <li>The elements of component 1a are:         <ul> <li>Knowledge of content and the structure of the discipline</li></ul></li></ul>
	Indicators include:  • Lesson and unit plans that reflect important concepts in the discipline  • Lesson and unit plans that accommodate prerequisite relationships among concepts and skills  • Clear and accurate classroom explanations  • Accurate answers to student questions  • Feedback to students that furthers learning  • Inter-disciplinary connections in plans and practice

	Unsatisfactory	Basic	Proficient	Distinguished
1a: Demonstrating Knowledge of Content and Pedagogy	In planning and practice, teacher makes content errors or does not correct errors made by students.  Teacher's plans and practice display little understanding of prerequisite relationships important to student learning of the content.  Teacher displays little or no understanding of the range of pedagogical approaches suitable to student learning of the content.	Teacher is familiar with the important concepts in the discipline but displays lack of awareness of how these concepts relate to one another.  Teacher's plans and practice indicate some awareness of prerequisite relationships, although such knowledge may be inaccurate or incomplete. Teacher's plans and practice reflect a limited range of pedagogical approaches to the discipline or to the students.	Teacher displays solid knowledge of the important concepts in the discipline and how these relate to one another. Teacher's plans and practice reflect accurate understanding of prerequisite relationships among topics and concepts. Teacher's plans and practice reflect familiarity with a wide range of effective pedagogical approaches in the discipline.	Teacher displays extensive knowledge of the important concepts in the discipline and how these relate both to one another and to other disciplines. Teacher's plans and practice reflect understanding of prerequisite relationships among topics and concepts and a link to necessary cognitive structures by students to ensure understanding. Teacher's plans and practice reflect familiarity with a wide range of effective pedagogical approaches in the discipline, anticipating student misconceptions.
Critical Attributes	<ul> <li>Teacher makes content errors.</li> <li>Teacher does not consider prerequisite relationships when planning.</li> <li>Teacher's plans use inappropriate strategies for the discipline.</li> </ul>	<ul> <li>Teacher is familiar with the discipline but does not see conceptual relationships.</li> <li>Teacher's knowledge of prerequisite relationships is inaccurate or incomplete.</li> <li>Lesson and unit plans use limited instructional strategies and some are not be suitable to the content.</li> </ul>	<ul> <li>The teacher can identify important concepts of the discipline, and their relationships to one another.</li> <li>The teacher consistently provides clear explanations of the content.</li> <li>The teacher answers student questions accurately and provides feedback that furthers their learning.</li> <li>The teacher seeks out content-related professional development.</li> </ul>	<ul> <li>In addition to the characteristics of "proficient,"</li> <li>Teacher cites intra- and interdisciplinary content relationships.</li> <li>Teacher is proactive in uncovering student misconceptions and addressing them before proceeding.</li> </ul>
Possible Examples	<ul> <li>The teacher says, "The official language of Brazil is Spanish, just like other South American countries."</li> <li>The teacher says, "I don't understand why the math book has decimals in the same unit as fractions."</li> <li>The teacher has students copy dictionary definitions each week to help his students learn to spell difficult words.</li> </ul>	<ul> <li>The teacher plans lessons on area and perimeter independently of one another, without linking the concepts together.</li> <li>The teacher plans to forge ahead with a lesson on addition with regrouping, even though some students have not fully grasped place value.</li> <li>The teacher always plans the same routine to study spelling: pre-test on Monday, copy the words 5 times each on Tuesday and Wednesday, test on Friday.</li> </ul>	<ul> <li>The teacher's plan for area and perimeter invites students to determine the shape that will yield the largest area for a given perimeter.</li> <li>The teacher realized her students are not sure how to use a compass, so she plans to practice that before introducing the activity on angle measurement.</li> <li>The teacher plans to expand a unit on civics by having students simulate a court trial.</li> </ul>	<ul> <li>In a unit on 19<sup>th</sup> century literature, the teacher incorporates information about the history of the same period.</li> <li>Before beginning a unit on the solar system, the teacher surveys the class on their beliefs as to why it is hotter in the summer than in the winter.</li> </ul>

#### Domain 1: **Planning and Preparation** 1b: Teachers don't teach content in the abstract; they teach it to students. In order to ensure student learning, therefore, teachers must not only know their content and its related pedagogy, but the students to whom they wish to teach that content. In ensuring student learning, teachers must appreciate what recent research **Demonstrating** Knowledge of in cognitive psychology has confirmed: namely that students learn through active intellectual engagement with content. While there are patterns in cognitive, social, and emotional developmental stages typical of different age groups, students learn in their individual ways and may come with gaps or misconceptions Students that the teacher needs to uncover in order to plan appropriate learning activities. In addition, students have lives beyond school, lives that include athletic and musical pursuits, activities in their neighborhoods, and family and cultural traditions. Students whose first language is not English, as well as students with other special needs must be considered when planning lessons and identifying resources that will ensure their understanding. The elements of component 1b are: Knowledge of child and adolescent development Children learn differently at different stages of their lives Knowledge of the learning process Learning requires active intellectual engagement Knowledge of students' skills, knowledge, and language proficiency Children's lives beyond school influence their learning Knowledge of students' interest and cultural heritage Children's backgrounds influence their learning Knowledge of students' special needs Children do not all develop in a typical fashion Indicators include: Teacher gathers formal and informal information about students for use in planning instruction Teacher learns student interests and needs for use in planning Teacher participation in community cultural events Teacher-designed opportunities for families to share heritage Database of students with special needs

	Unsatisfactory	Basic	Proficient	Distinguished
1b: Demonstrating Knowledge of Students	Teacher demonstrates little or no understanding of how students learn, and little knowledge of students' backgrounds, cultures, skills, language proficiency, interests, and special needs, and does not seek such understanding.	Teacher indicates the importance of understanding how students learn and the students' backgrounds, cultures, skills, language proficiency, interests, and special needs, and attains this knowledge for the class as a whole.	Teacher understands the active nature of student learning, and attains information about levels of development for groups of students. The teacher also purposefully seeks knowledge from several sources of students' backgrounds, cultures, skills, language proficiency, interests, and special needs, and attains this knowledge for groups of students.	Teacher actively seeks knowledge of students' levels of development and their backgrounds, cultures, skills, language proficiency, interests, and special needs from a variety of sources. This information is acquired for individual students.
Critical Attributes	<ul> <li>Teacher does not understand child development characteristics and has unrealistic expectations for students.</li> <li>Teacher does not try to ascertain varied ability levels among students in the class.</li> <li>Teacher is not aware of student interests or cultural heritages.</li> <li>Teacher takes no responsibility to learn about students' medical or learning disabilities.</li> </ul>	<ul> <li>Teacher cites developmental theory, but does not seek to integrate it into lesson planning.</li> <li>Teacher is aware of the different ability levels in the class, but tends to teach to the "whole group."</li> <li>The teacher recognizes that children have different interests and cultural backgrounds, but rarely draws on their contributions or differentiates materials to accommodate those differences.</li> <li>The teacher is aware of medical issues and learning disabilities with some students, but does not seek to understand the implications of that knowledge.</li> </ul>	<ul> <li>The teacher knows, for groups of students, their levels of cognitive development</li> <li>The teacher is aware of the different cultural groups in the class.</li> <li>The teacher has a good idea of the range of interests of students in the class.</li> <li>The teacher has identified "high," "medium," and "low" groups of students within the class.</li> <li>The teacher is well-informed about students' cultural heritage and incorporates this knowledge in lesson planning.</li> <li>The teacher is aware of the special needs represented by students in the class.</li> </ul>	<ul> <li>In addition to the characteristics of "proficient,"</li> <li>The teacher uses ongoing methods to assess students' skill levels and designs instruction accordingly.</li> <li>The teacher seeks out information about their cultural heritage from all students.</li> <li>The teacher maintains a system of updated student records and incorporates medical and/or learning needs into lesson plans.</li> </ul>
Possible Examples	<ul> <li>The lesson plan includes a teacher presentation for an entire 30 minute period to a group of 7-year olds.</li> <li>The teacher plans to give her ELL students the same writing assignment she gives the rest of the class.</li> <li>The teacher plans to teach his class Christmas carols, despite the fact that he has four religions</li> </ul>	<ul> <li>The teacher's lesson plan has the same assignment for the entire class, in spite of the fact that one activity is beyond the reach of some students.</li> <li>In the unit on Mexico, the teacher has not incorporated perspectives from the three Mexican-American children in the class.</li> <li>Lesson plans make only peripheral reference to students' interests.</li> </ul>	<ul> <li>The teacher creates an assessment of students' levels of cognitive development.</li> <li>The teacher examines students' previous year's folders to ascertain the proficiency levels of groups of students in the class,</li> <li>The teacher administers a student interest survey at the beginning of the school year.</li> <li>The teacher plans activities based</li> </ul>	<ul> <li>The teacher plans his lesson with three different follow-up activities, designed to meet the varied ability levels of his students.</li> <li>The teacher plans to provide multiple project options; students will self-select the project that best meets their individual approach to learning.</li> <li>The teacher encourages students to be aware of their individual reading</li> </ul>

Unsatisfactory	Basic	Proficient	Distinguished
represented amongst his students.	• The teacher knows that some of her students have IEPs but they're so long, she hasn't read them yet.	<ul> <li>on student interests.</li> <li>The teacher knows that five of her students are in the Garden Club; she plans to have them discuss horticulture as part of the next biology lesson.</li> <li>The teacher realizes that not all of his students are Christian, so he plans to read a Hanukah story in December.</li> <li>The teacher plans to ask her Spanish-speaking students to discuss their ancestry as part of their Social Studies unit studying South America.</li> </ul>	levels and make independent reading choices that will be challenging, but not too difficult.  • The teacher attended the local Mexican heritage day, meeting several of his students' extended family members.  • The teacher regularly creates adapted assessment materials for several students with learning disabilities.

Domain 1:	Planning and Preparation
1c: Setting Instructional Outcomes	Teaching is a purposeful activity; even the most imaginative activities are directed towards certain desired learning. Therefore, establishing instructional outcomes entails identifying exactly what students will be expected to learn; the outcomes do not describe what students will <i>do</i> , but what they will <i>learn</i> . The instructional outcomes should reflect important learning and must lend themselves to various forms of assessment so that all students are able to demonstrate their understanding of the content. Insofar as the outcomes determine the instructional activities, the resources used, their suitability for diverse learners, and the methods of assessment employed, they hold a central place in Domain 1.
	Learning outcomes are of a number of different types: factual and procedural knowledge, conceptual understanding, thinking and reasoning skills, and collaborative and communication strategies. In addition, some learning outcomes refer to dispositions; it's important not only for students to learn to read, but educators also hope that they will <i>like</i> to read. In addition, experienced teachers are able to link their learning outcomes with others both within their discipline and in other disciplines.
	<ul> <li>Value, sequence, and alignment</li></ul>
	Indicators include:  Outcomes of a challenging cognitive level  Statements of student learning, not student activity  Outcomes central to the discipline and related to those in other disciplines  Permit assessment of student attainment  Differentiated for students of varied ability

	Unsatisfactory	Basic	Proficient	Distinguished
1c: Setting Instructional Outcomes	Outcomes represent low expectations for students and lack of rigor, nor do they all reflect important learning in the discipline. Outcomes are stated as activities, rather than as student learning. Outcomes reflect only one type of learning and only one discipline or strand, and are suitable for only some students.	Outcomes represent moderately high expectations and rigor. Some reflect important learning in the discipline, and consist of a combination of outcomes and activities. Outcomes reflect several types of learning, but teacher has made no attempt at coordination or integration. Most of the outcomes are suitable for most of the students in the class based on global assessments of student learning.	Most outcomes represent rigorous and important learning in the discipline. All the instructional outcomes are clear, written in the form of student learning, and suggest viable methods of assessment. Outcomes reflect several different types of learning and opportunities for coordination. Outcomes take into account the varying needs of groups of students.	All outcomes represent rigorous and important learning in the discipline. The outcomes are clear, written in the form of student learning, and permit viable methods of assessment.  Outcomes reflect several different types of learning and, where appropriate, represent opportunities for both coordination and integration. Outcomes take into account the varying needs of individual students.
Critical Attributes	<ul> <li>Outcomes lack rigor.</li> <li>Outcomes do not represent important learning in the discipline.</li> <li>Outcomes are not clear or are stated as activities.</li> <li>Outcomes are not suitable for many students in the class.</li> </ul>	<ul> <li>Outcomes represent a mixture of low expectations and rigor.</li> <li>Some outcomes reflect important learning in the discipline.</li> <li>Outcomes are suitable for most of the class.</li> </ul>	<ul> <li>Outcomes represent high expectations and rigor.</li> <li>Outcomes are related to "big ideas" of the discipline.</li> <li>Outcomes are written in terms of what students will learn rather than do.</li> <li>Outcomes represent a range of outcomes: factual, conceptual understanding, reasoning, social, management, communication.</li> <li>Outcomes are suitable to groups of students in the class, differentiated where necessary.</li> </ul>	<ul> <li>In addition to the characteristics of "proficient,"</li> <li>Teacher plans reference curricular frameworks or blueprints to ensure accurate sequencing.</li> <li>Teacher connects outcomes to previous and future learning</li> <li>Outcomes are differentiated to encourage individual students to take educational risks.</li> </ul>
Possible Examples	<ul> <li>A learning outcome for a fourth grade class is to make a poster illustrating a poem.</li> <li>All the outcomes for a ninth grade history class are factual knowledge.</li> <li>The topic of the social studies unit involves the concept of "revolutions" but the teacher only expects his students to remember the important dates of battles.</li> <li>Despite having a number of ELL students in the class, the outcomes state that all writing must be grammatically correct.</li> </ul>	<ul> <li>Outcomes consist of understanding the relationship between addition and multiplication and memorizing facts.</li> <li>The outcomes are written with the needs of the "middle" group in mind; however, the advanced students are bored, and some lower- level students struggle.</li> </ul>	<ul> <li>One of the learning outcomes is for students to "appreciate the aesthetics of 18th century English poetry."</li> <li>The outcomes for the history unit include some factual information, as well as a comparison of the perspectives of different groups in the run-up to the Revolutionary War.</li> <li>The teacher reviews the project expectations and modifies some goals to be in line with students' IEP objectives.</li> </ul>	<ul> <li>The teacher encourages his students to set their own goals; he provides them a taxonomy of challenge verbs to help them strive for higher expectations.</li> <li>Students will develop a concept map that links previous learning goals to those they are currently working on.</li> <li>Some students identify additional learning.</li> </ul>

#### Domain 1: **Planning and Preparation** Student learning is enhanced by a teacher's skillful use of resources; some of these are provided by the school as "official" materials; others are secured by 1d: teachers through their own initiative. Resources fall into several different categories: those used in the classroom by students, those available beyond the **Demonstrating** Knowledge of classroom walls to enhance student learning, resources for teachers to further their own professional knowledge and skill, and resources that can provide noninstructional assistance to students. Teachers recognize the importance of discretion in the selection of resources, selecting those that align directly with the Resources learning outcomes and which will be of most use to the students. Accomplished teachers also ensure that the selection of materials and resources is appropriately challenging for every student; texts, for example, are available at various reading levels to make sure all students can access the content and successfully demonstrate understanding of the learning outcomes. Furthermore, expert teachers look beyond the school for resources to bring their subjects to life and to assist students who need help in both their academic and non-academic lives. The elements of component 1d are: Resources for classroom use Materials that align with learning outcomes Resources to extend content knowledge and pedagogy Those that can further teachers' professional knowledge Resources for students: Materials that are appropriately challenging Indicators include: District provided materials Range of texts Guest speakers Internet resources Materials provided by professional organizations Teacher continuing professional education courses or professional groups Community resources

	Unsatisfactory	Basic	Proficient	Distinguished
1d: Demonstrating Knowledge of Resources	Teacher is unaware of resources for classroom use, for expanding one's own knowledge, or for students available through the school or district.	Teacher displays basic awareness of resources available for classroom use, for expanding one's own knowledge, and for students through the school, but no knowledge of resources available more broadly.	Teacher displays awareness of resources available for classroom use, for expanding one's own knowledge, and for students through the school or district and external to the school and on the Internet.	Teacher's knowledge of resources for classroom use, for expanding one's own knowledge, and for students is extensive, including those available through the school or district, in the community, through professional organizations and universities, and on the Internet.
Critical Attributes	<ul> <li>The teacher only uses district-provided materials, even when more variety would assist some students.</li> <li>The teacher does not seek out resources available to expand his/her own skill.</li> <li>Although aware of some student needs, the teacher does not inquire about possible resources.</li> </ul>	<ul> <li>The teacher uses materials in the school library, but does not search beyond the school for resources.</li> <li>The teacher participates in contentarea workshops offered by the school, but does not pursue other professional development.</li> <li>The teacher locates materials and resources for students that are available through the school, but does not pursue any other avenues.</li> </ul>	<ul> <li>Texts are at varied levels.</li> <li>Texts are supplemented by guest speakers and field experiences.</li> <li>Teacher facilitates Internet resources.</li> <li>Resources are multi-disciplinary.</li> <li>Teacher expands knowledge with professional learning groups and organizations.</li> <li>Teacher pursues options offered by universities.</li> <li>Teacher provides lists of resources outside the class for students to draw on.</li> </ul>	In addition to the characteristics of "proficient,"  Texts are matched to student skill level.  The teacher has ongoing relationship with colleges and universities that support student learning.  The teacher maintains log of resources for student reference.  The teacher pursues apprenticeships to increase discipline knowledge.  The teacher facilitates student contact with resources outside the classroom.
Possible Examples	<ul> <li>For their unit on China, the students accessed all of their information from the district-supplied textbook.</li> <li>Mr. J is not sure how to teach fractions, but doesn't know how he's expected to learn it by himself.</li> <li>A student says, "It's too bad we can't go to the nature center when we're doing our unit on the environment."</li> </ul>	<ul> <li>For a unit on ocean life; the teacher really needs more books, but the school library only has three for him to borrow.</li> <li>The teacher knows she should learn more about teaching literacy, but the school only offered one professional development day last year.</li> <li>The teacher thinks his students would benefit from hearing about health safety from a professional; he contacts the school nurse to visit his classroom.</li> </ul>	<ul> <li>The teacher provides her 5<sup>th</sup> graders a range of non-fiction texts about the American Revolution; no matter their reading level, all students can participate in the discussion of important concepts.</li> <li>The teacher took an online course on Literature to expand her knowledge of great American writers.</li> <li>The teacher distributes a list of summer reading materials that would help prepare his 8<sup>th</sup> graders' transition to high school.</li> </ul>	<ul> <li>The teacher is not happy with the out-of-date textbook; his students will critique it and write their own text for social studies.</li> <li>The teacher spends the summer at Dow Chemical learning more about current research so she can expand her knowledge base for teaching Chemistry.</li> <li>The teacher matches students in her Family and Consumer Science class with local businesses; the students spend time shadowing employees to understand how their classroom skills might be used on the job.</li> </ul>

#### Domain 1: **Planning and Preparation** Designing coherent instruction is the heart of planning, reflecting the teacher's knowledge of content and the students in the class, the intended outcomes of 1e: Designing Coherent instruction, and the available resources. Such planning requires that educators have a clear understanding of the state, district, and school expectations for Instruction student learning, and the skill to translate these into a coherent plan. It also requires that teachers understand the characteristics of the students they teach and the active nature of student learning. Educators must determine how best to sequence instruction in a way that will advance student learning through the required content. It requires the thoughtful construction of lessons that contain cognitively engaging learning activities, the incorporation of appropriate resources and materials, and the intentional grouping of students. Proficient practice in this component recognizes that a well-designed instruction plan addresses the learning needs of various groups of students; one size does not fit all. At the distinguished level the teacher plans instruction that takes into account the specific learning needs of each student and solicits ideas from students on how best to structure the learning. This plan is then implemented in Domain 3. The elements of component 1e are: Learning activities Instruction designed to engage students and advance them through the content Instructional materials and resources Appropriate to the learning needs of the students Instructional groups Intentionally organized to support student learning Lesson and unit structure Clear and sequenced to advance students' learning Indicators include: Lessons that support instructional outcomes and reflect important concepts Instructional maps that indicate relationships to prior learning Activities that represent high-level thinking Opportunities for student choice The use of varied resources Thoughtfully planned learning groups Structured lesson plan

	Unsatisfactory	Basic	Proficient	Distinguished
1e: Designing Coherent Instruction	The series of learning experiences is poorly aligned with the instructional outcomes and does not represent a coherent structure. The activities and are not designed to engage students in active intellectual activity and have unrealistic time allocations. Instructional groups do not support the instructional outcomes and offer no variety.	Some of the learning activities and materials are suitable to the instructional outcomes, and represent a moderate cognitive challenge, but with no differentiation for different students. Instructional groups partially support the instructional outcomes, with an effort at providing some variety. The lesson or unit has a recognizable structure; the progression of activities is uneven, with most time allocations reasonable.	Teacher coordinates knowledge of content, of students, and of resources, to design a series of learning experiences aligned to instructional outcomes and suitable to groups of students. The learning activities have reasonable time allocations; they represent significant cognitive challenge, with some differentiation for different groups of students. The lesson or unit has a clear structure with appropriate and varied use of instructional groups.	Plans represent the coordination of indepth content knowledge, understanding of different students' needs and available resources (including technology), resulting in a series of learning activities designed to engage students in high-level cognitive activity. These are differentiated, as appropriate, for individual learners. Instructional groups are varied as appropriate, with some opportunity for student choice. The lesson's or unit's structure is clear and allows for different pathways according to diverse student needs.
Critical Attributes	<ul> <li>Learning activities are boring and/or not well aligned to the instructional goals.</li> <li>Materials are not engaging or do not meet instructional outcomes.</li> <li>Instructional groups do not support learning.</li> <li>Lesson plans are not structured or sequenced and are unrealistic in their expectations.</li> </ul>	<ul> <li>Learning activities are moderately challenging.</li> <li>Learning resources are suitable, but there is limited variety.</li> <li>Instructional groups are random or only partially support objectives.</li> <li>Lesson structure is uneven or may be unrealistic in terms of time expectations.</li> </ul>	<ul> <li>Learning activities are matched to instructional outcomes.</li> <li>Activities provide opportunity for higher-level thinking.</li> <li>Teacher provides a variety of appropriately challenging materials and resources.</li> <li>Instructional student groups are organized thoughtfully to maximize learning and build on student strengths.</li> <li>The plan for the lesson or unit is well structured, with reasonable time allocations.</li> </ul>	<ul> <li>In addition to the characteristics of "proficient,"</li> <li>Activities permit student choice.</li> <li>Learning experiences connect to other disciplines.</li> <li>Teacher provides a variety of appropriately challenging resources that are differentiated for students in the class.</li> <li>Lesson plans differentiate for individual student needs.</li> </ul>
Possible Examples	<ul> <li>After memorizing the parts of the microscope, the teacher plans to have his 9<sup>th</sup> graders color in the worksheet.</li> <li>Despite having a textbook that was 15 years old, the teacher plans to use that as the sole resource for his Communism unit.</li> <li>The teacher organizes her class in rows, seating the students</li> </ul>	<ul> <li>After the mini-lesson, the teacher plans to have the whole class play a game to reinforce the skill she taught.</li> <li>The teacher found an atlas to use as a supplemental resource during the geography unit.</li> <li>The teacher always lets students self-select their working groups because they behave better when</li> </ul>	<ul> <li>The teacher reviews her learning activities with a reference to high level "action verbs" and rewrites some of the activities to increase the challenge level.</li> <li>The teacher creates a list of historical fiction titles that will expand her students' knowledge of the age of exploration.</li> <li>The teacher plans for students to</li> </ul>	<ul> <li>The teacher's unit on ecosystems lists a variety of high level activities in a menu; students choose those that suit their approach to learning.</li> <li>While completing their projects, the teacher's students will have access to a wide variety of resources that she has coded by reading level so they can make the best selections.</li> <li>After the cooperative group lesson,</li> </ul>

Unsatisfactory	Basic	Proficient	Distinguished
alphabetically; she plans to have	they can choose who they want to	complete projects in small groups;	students will reflect on their
students work all year in groups	sit with.	he carefully selects group members	participation and make suggestions
of four based on where they are	• The teacher's lesson plans are	based on their ability level and	for new group arrangements in the
sitting.	nicely formatted, but the timing for	learning style.	future.
• The teacher's lesson plans are written on sticky notes in his grade book; they indicate lecture, activity, or test.	many activities is too short to actually cover the concepts thoroughly.	The teacher reviews lesson plans with her principal; they are well structured with pacing times and activities clearly indicated.	• The lesson plan clearly indicates the concepts taught in the last few lessons; the teacher plans for his students to link the current lesson outcomes to those they previously learned.

Domain 1:	Planning and Preparation				
1f: Designing Student Assessments	Good teaching requires both assessment of learning and assessment for learning. Assessments of learning ensure that teachers know that students have learned the intended outcomes. These assessments must be designed in such a manner that they provide evidence of the full range of learning outcomes; that is, different methods are needed to assess reasoning skills than for factual knowledge. Furthermore, such assessments may need to be adapted to the particular needs of individual students; an ESL student, for example, may need an alternative method of assessment to allow demonstration of understanding. Assessment for learning enables a teacher to incorporate assessments directly into the instructional process, and to modify or adapt instruction as needed to ensure student understanding. Such assessments, although used during instruction, must be designed as part of the planning process. Such formative assessment strategies are ongoing and may be used by both teachers and students to monitor progress towards the understanding the learning outcomes.				
	The elements of component le are:  Congruence with instructional outcomes     Assessments must match learning expectations  Criteria and standards     Expectations must be clearly defined  Design of formative assessments     Assessments for learning must be planned as part of the instructional process  Use for planning     Results of assessment guide future planning				
	Indicators include:  • Lesson plans indicate correspondence between assessments and instructional outcomes  • Assessment types are suitable to the style of outcome  • Variety of performance opportunities for students  • Modified assessments are available for individual students as needed  • Expectations clearly written with descriptors for each level of performance  • Formative assessments are designed to inform minute-to-minute decision-making by the teacher during instruction				

	Unsatisfactory	Basic	Proficient	Distinguished
1f: Designing Student Assessments	Assessment procedures are not congruent with instructional outcomes; the proposed approach contains no criteria or standards. Teacher has no plan to incorporate formative assessment in the lesson or unit, nor any plans to use assessment results in designing future instruction.	Some of the instructional outcomes are assessed through the proposed approach, but others are not.  Assessment criteria and standards have been developed, but they are not clear. Approach to the use of formative assessment is rudimentary, including only some of the instructional outcomes. Teacher intends to use assessment results to plan for future instruction for the class as a whole.	Teacher's plan for student assessment is aligned with the instructional outcomes; assessment methodologies may have been adapted for groups of students. Assessment criteria and standards are clear. Teacher has a well-developed strategy for using formative assessment and has designed particular approaches to be used. Teacher intends to use assessment results to plan for future instruction for groups of students.	Teacher's plan for student assessment is fully aligned with the instructional outcomes, with clear criteria and standards that show evidence of student contribution to their development. Assessment methodologies have been adapted for individual students, as needed. The approach to using formative assessment is well designed and includes student as well as teacher use of the assessment information. Teacher intends to use assessment results to plan future instruction for individual students.
Critical Attributes	<ul> <li>Assessments do not match instructional outcomes.</li> <li>Assessments have no criteria.</li> <li>No formative assessments have been designed.</li> <li>Assessment results do not affect future plans.</li> </ul>	<ul> <li>Only some of the instructional outcomes are addressed in the planned assessments.</li> <li>Assessment criteria are vague.</li> <li>Plans refer to the use of formative assessments, but they are not fully developed.</li> <li>Assessment results are used to design lesson plans for the whole class, not individual students.</li> </ul>	<ul> <li>All the learning outcomes have a method for assessment.</li> <li>Assessment types match learning expectations.</li> <li>Plans indicate modified assessments for some students as needed.</li> <li>Assessment criteria are clearly written.</li> <li>Plans include formative assessments to use during instruction.</li> <li>Lesson plans indicate possible adjustments based on formative assessment data.</li> </ul>	<ul> <li>In addition to the characteristics of "proficient,"</li> <li>Assessments provide opportunities for student choice.</li> <li>Students participate in designing assessments for their own work.</li> <li>Teacher-designed assessments are authentic with real-world application, as appropriate.</li> <li>Students develop rubrics according to teacher-specified learning objectives.</li> <li>Students are actively involved in collecting information from formative assessments and provide input.</li> </ul>
Possible Examples	<ul> <li>The teacher marks papers on the foundation of the U.S. constitution based on grammar and punctuation; for every mistake, the grade drops from an A to a B, B to a C, etc.</li> <li>After the students present their research on Globalization, the teacher tells them their letter</li> </ul>	<ul> <li>The district goal for the Europe unit is for students to understand geopolitical relationships; the teacher plans to have the students memorize all the country capitals and rivers.</li> <li>The teacher's students received their tests back; each one was simply marked with a letter grade at the top.</li> </ul>	<ul> <li>Mr. K knows that his students will write a persuasive essay on the state assessment; he plans to provide them with experiences developing persuasive writing as preparation.</li> <li>Ms. M worked on a writing rubric for her research assessment; she drew on multiple sources to be sure the levels of expectation were</li> </ul>	<ul> <li>To teach persuasive writing, Ms. H plans to have her class research and write to the principal on an issue that is important to the students: the use of cell phones in class.</li> <li>Mr. J's students will write a rubric for their final project on the benefits of solar energy; Mr. J has shown</li> </ul>

Unsatisfactory	Basic	Proficient	Distinguished
grade; when students asked how	• The plan indicates that the teacher	clearly defined.	them several sample rubrics and
he arrived at the grade, he	will pause to "check for	• Mr. C creates a short questionnaire	they will refer to those as they
responds, "After all these years in	understanding" but without a clear	to distribute to his students at the	create a rubric of their own.
education, I just know what grade	process of how that will be done.	end of class; based on their	• After the lesson Mr. L asks students
to give."	<ul> <li>A student says, "If half the class</li> </ul>	responses, he will organize them	to rate their understanding on a
• The teacher says, "What's the	passed the test, why are we all	into different groups during the next	scale of 1 to 5; the students know
difference between formative	reviewing the material again?"	lesson's activities.	that their rating will indicate their
assessment and the test I give at		• Based on the previous morning's	activity for the next lesson.
the end of the unit?"		formative assessment, Ms. D plans	• Mrs. T has developed a routine for
• The teacher says, "The district		to have five students to work on a	her class; students know that if they
gave me this entire curriculum to		more challenging project, while she	are struggling with a math concept,
teach, so I just have to keep		works with 6 other students to	they sit in a small group with the
moving."		reinforce the concept.	teacher during workshop time.

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

Component	2a: Creating an Environment of Respect and Rapport
2a: Creating an environment of respect and rapport	An essential skill of teaching is that of managing relationships with students and ensuring that those among students are positive and supportive. Teachers create an environment of respect and rapport in their classrooms by the ways they interact with students and by the interaction they encourage and cultivate among students. An important aspect of respect and rapport relates to how the teacher responds to students and how students are permitted to treat one another. Patterns of interactions are critical to the overall tone of the class. In a respectful environment, all students feel valued and safe.
	The elements of component 2a are listed below and are evaluated:  • Teacher interactions with students, including both words and actions  A teacher's interactions with students set the tone for the classroom. Through their interactions, teachers convey that they are interested in and care about their students.  • Student interactions with other students, including both words and actions  As important as a teacher's treatment of students is, how students are treated by their classmates is arguably even more important to students. At its worst, poor treatment causes students to feel rejected by their peers. At its best, positive interactions among students are mutually supportive and create an emotionally healthy school environment. Teachers model and teach students how to engage in respectful interactions with one another and acknowledge respectful interactions among students.  Indicators include:  • Respectful talk and turn taking  • Respect for students' background and lives outside of the classroom  • Teacher and student body language  • Physical proximity  • Warmth and caring  • Politeness  • Encouragement  • Active listening
	• Fairness

	Unsatisfactory	Basic	Proficient	Distinguished
2a: Creating an environment of respect and rapport	Patterns of classroom interactions, both between the teacher and students and among students, are mostly negative, inappropriate, or insensitive to students' ages, cultural backgrounds, and developmental levels. Interactions are characterized by sarcasm, putdowns, or conflict. Teacher does not deal with disrespectful behavior.	Patterns of classroom interactions, both between the teacher and students and among students, are generally appropriate but may reflect occasional inconsistencies, favoritism, and disregard for students' ages, cultures, and developmental levels. Students rarely demonstrate disrespect for one another. Teacher attempts to respond to disrespectful behavior, with uneven results. The net result of the interactions is neutral: conveying neither warmth nor conflict.	Teacher-student interactions are friendly and demonstrate general caring and respect. Such interactions are appropriate to the ages of the students. Students exhibit respect for the teacher. Interactions among students are generally polite and respectful. Teacher responds successfully to disrespectful behavior among students. The net result of the interactions is polite and respectful, but impersonal.	Classroom interactions among the teacher and individual students are highly respectful, reflecting genuine warmth, caring, and sensitivity to students as individuals. Students exhibit respect for the teacher and contribute to high levels of civility among all members of the class. The net result of interactions is that of connections with students as individuals
Critical Attributes	<ul> <li>Teacher uses disrespectful talk towards students. Student body language indicates feelings of hurt or insecurity.</li> <li>Students use disrespectful talk towards one another with no response from the teacher.</li> <li>Teacher displays no familiarity with or caring about individual students' interests or personalities.</li> </ul>	<ul> <li>The quality of interactions between teacher and students, or among students, is uneven, with occasional disrespect.</li> <li>Teacher attempts to respond to disrespectful behavior among students, with uneven results.</li> <li>Teacher attempts to make connections with individual students, but student reactions indicate that the efforts are not completely successful or are unusual.</li> </ul>	<ul> <li>Talk between teacher and students and among students is uniformly respectful.</li> <li>Teacher responds to disrespectful behavior among students.</li> <li>Teacher makes superficial connections with individual students.</li> </ul>	<ul> <li>In addition to the characteristics of "proficient,"</li> <li>Teacher demonstrates knowledge and caring about individual students' lives beyond school.</li> <li>When necessary, students correct one another in their conduct towards classmates.</li> <li>There is no disrespectful behavior among students.</li> <li>The teacher's response to a student's incorrect response respects the student's dignity</li> </ul>
Possible Examples	<ul> <li>A student slumps in his/her chair following a comment by the teacher.</li> <li>Students roll their eyes at a classmate's idea; the teacher does not respond.</li> <li>Many students talk when the teacher and other students are talking; the teacher does not correct them.</li> <li>Some students refuse to work with other students.</li> <li>Teacher does not call students by their names.</li> </ul>	<ul> <li>Students attend passively to the teacher, but tend to talk, pass notes, etc. when other students are talking.</li> <li>A few students do not engage with others in the classroom, even when put together in small groups.</li> <li>Students applaud half-heartedly following a classmate's presentation to the class.</li> <li>Teacher says "Don't talk that way to your classmates," but student shrugs his/her shoulders</li> </ul>	<ul> <li>Teacher greets students by name as they enter the class or during the lesson.</li> <li>The teacher gets on the same level with students, such as kneeling beside a student working at a desk.</li> <li>Students attend fully to what the teacher is saying.</li> <li>Students wait for classmates to finish speaking before beginning to talk.</li> <li>Students applaud politely following a classmate's presentation to the class.</li> <li>Students help each other and accept help from each other.</li> <li>Teacher and students use courtesies such as "please/thank you, excuse me."</li> <li>Teacher says "Don't talk that way to your classmates," and the insults stop.</li> </ul>	<ul> <li>Teacher inquires about a student's soccer game last weekend (or extracurricular activities or hobbies).</li> <li>Students say "Shhh" to classmates while the teacher or another student is speaking.</li> <li>Students clap enthusiastically for one another's presentations for a job well done.</li> <li>The teacher says: "That's an interesting idea, Josh, but you're 'forgetting"</li> </ul>

#### 2b: Establishing a Culture for Learning Component "A culture for learning" refers to the atmosphere in the classroom that reflects the educational importance of the work undertaken by both students and 2b: Establishing teacher. It describes the norms that govern the interactions among individuals about the activities and assignments, the value of hard work and perseverance, a culture for and the general tone of the class. The classroom is characterized by high cognitive energy, by a sense that what is happening there is important, and that it is learning essential to get it right. There are high expectations for all students. The classroom is a place where the teacher and students value learning and hard work. Elements of component 2b are: Importance of the content and of learning In a classroom with a strong culture for learning, teachers convey the educational value of what the students are learning. Expectations for learning and achievement In classrooms with robust cultures for learning, all students receive the message that, while the work is challenging, they are capable of achieving it if they are prepared to work hard. Student pride in work When students are convinced of their capabilities, they are willing to devote energy to the task at hand, and they take pride in their accomplishments. This pride is reflected in their interactions with classmates and with the teacher. Indicators include: Belief in the value of the work Expectations are high and supported through both verbal and nonverbal behaviors Quality is expected and recognized Effort and persistence are expected and recognized Confidence in ability is evidenced by teacher and students language and behaviors Expectation for all students to participate

	Unsatisfactory	Basic	Proficient	Distinguished
2b: Establishing a culture for learning	The classroom culture is characterized by a lack of teacher or student commitment to learning, and/or little or no investment of student energy into the task at hand. Hard work is not expected or valued. Medium to low expectations for student achievement are the norm with high expectations for learning reserved for only one or two students.	The classroom culture is characterized by little commitment to learning by teacher or students. The teacher appears to be only "going through the motions," and students indicate that they are interested in completion of a task, rather than quality. The teacher conveys that student success is the result of natural ability rather than hard work; high expectations for learning are reserved for those students thought to have a natural aptitude for the subject.	The classroom culture is a cognitively busy place where learning is valued by all with high expectations for learning the norm for most students. The teacher conveys that with hard work students can be successful; students understand their role as learners and consistently expend effort to learn. Classroom interactions support learning and hard work.	The classroom culture is a cognitively vibrant place, characterized by a shared belief in the importance of learning. The teacher conveys high expectations for learning by all students and insists on hard work; students assume responsibility for high quality by initiating improvements, making revisions, adding detail and/or helping peers.
Critical Attributes	<ul> <li>The teacher conveys that the reasons for the work are external or trivializes the learning goals and assignments.</li> <li>The teacher conveys to at least some students that the work is too challenging for them.</li> <li>Students exhibit little or no pride in their work.</li> <li>Class time is devoted more to socializing than to learning</li> </ul>	<ul> <li>Teacher's energy for the work is neutral: indicating neither a high level of commitment nor "blowing it off."</li> <li>The teacher conveys high expectations for only some students.</li> <li>Students comply with the teacher's expectations for learning, but don't indicate commitment on their own initiative for the work.</li> <li>Many students indicate that they are looking for an "easy path."</li> </ul>	<ul> <li>The teacher communicates the importance of learning, and that with hard work all students can be successful in it.</li> <li>The teacher demonstrates a high regard for student abilities.</li> <li>Teacher conveys an expectation of high levels of student effort.</li> <li>Students expend good effort to complete work of high quality.</li> </ul>	<ul> <li>In addition to the characteristics of "Proficient,"</li> <li>The teacher communicates a genuine passion for the subject.</li> <li>Students indicate that they are not satisfied unless they have complete understanding.</li> <li>Student questions and comments indicate a desire to understand the content, rather than, for example, simply learning a procedure for getting the correct answer.</li> <li>Students recognize the efforts of their classmates.</li> <li>Students take initiative in improving the quality of their work.</li> </ul>
Possible Examples	<ul> <li>The teacher tells students that they're doing a lesson because it's on the test, in the book, or is district directed.</li> <li>Teacher says to a student: "Why don't you try this easier problem?"</li> <li>Students turn in sloppy or incomplete work.</li> <li>Students don't engage in work and the teacher ignores it.</li> <li>Students have not completed their homework and the teacher does not respond.</li> <li>Almost all of the activities are "busy work."</li> </ul>	<ul> <li>Teacher says: "Let's get through this."</li> <li>Teacher says: "I think most of you will be able to do this."</li> <li>Students consult with one another to determine how to fill in a worksheet, without challenging classmates' thinking.</li> <li>Teacher does not encourage students who are struggling.</li> <li>Some students get to work after an assignment is given or after entering the room.</li> </ul>	<ul> <li>Teacher says: "This is important; you'll need to speak grammatical English when you apply for a job."</li> <li>Teacher says: "This idea is really important! It's central to our understanding of history."</li> <li>Teacher says: "Let's work on this together: it's hard, but you all will be able to do it well."</li> <li>Teacher hands a paper back to a student, saying "I know you can do a better job on this." The student accepts it without complaint.</li> <li>Students get right to work right away when an assignment is given or after entering the room.</li> </ul>	<ul> <li>The teacher says "It's really fun to find the patterns for factoring polynomials."</li> <li>Student asks a classmate to explain a concept or procedure since s/he didn't quite follow the teacher's explanation.</li> <li>Students question one another on answers.</li> <li>Student asks the teacher whether s/he can re-do a piece of work since s/he now sees how it could be strengthened.</li> <li>Students work even when the teacher isn't working with them or directing their efforts.</li> </ul>

#### Component 2c: Managing Classroom Procedures 2c: Managing A smoothly functioning classroom is a prerequisite to good instruction and high levels of student engagement. Teachers establish and monitor routines and classroom procedures for the smooth operation of the classroom and the efficient use of time. Hallmarks of a well-managed classroom are that instructional groups are used effectively, non-instructional tasks are completed efficiently, and transitions between activities and management of materials and supplies are skillfully procedures done in order to maintain momentum and maximize instructional time. The establishment of efficient routines, and teaching students to employ them, may be inferred from the sense that the class "runs itself." Elements of Component 2c are: Management of instructional groups Teachers help students to develop the skills to work purposefully and cooperatively in groups, with little supervision from the teacher Management of transitions Many lessons engage students in different types of activities – large group, small group, independent work. It's important that little time is lost as students move from one activity to another; students know the "drill" and execute it seamlessly Management of materials and supplies Experienced teachers have all necessary materials to hand, and have taught students to implement routines for distribution and collection of materials with a minimum of disruption to the flow of instruction Performance of non-instructional duties Overall, little instructional time is lost in activities such as taking attendance, recording the lunch count, or the return of permission slips for a class trip. Indicators include: Smooth functioning of all routines Little or no loss of instructional time Students playing an important role in carrying out the routines Students know what to do, where to move

	Unsatisfactory	Basic	Proficient	Distinguished
2c Managing classroom procedures	Much instructional time is lost due to inefficient classroom routines and procedures. There is little or no evidence of the teacher managing instructional groups, transitions, and/or the handling of materials and supplies effectively. There is little evidence that students know or follow established routines.	Some instructional time is lost due to only partially effective classroom routines and procedures. The teacher's management of instructional groups, transitions, and/or the handling of materials and supplies is inconsistent, leading to some disruption of learning. With regular guidance and prompting, students follow established routines.	There is little loss of instructional time due to effective classroom routines and procedures. The teacher's management of instructional groups and/or the handling of materials and supplies are consistently successful. With minimal guidance and prompting, students follow established classroom routines.	Instructional time is maximized due to efficient classroom routines and procedures. Students contribute to the management of instructional groups, transitions, and/or the handling of materials and supplies. Routines are well understood and may be initiated by students.
Critical Attributes	<ul> <li>Students not working with the teacher are disruptive to the class.</li> <li>There are no established procedures for distributing and collecting materials.</li> <li>Procedures for other activities are confused or chaotic.</li> </ul>	<ul> <li>Small groups are only partially engaged while not working directly with the teacher.</li> <li>Procedures for transitions, and distribution/collection of materials, seem to have been established, but their operation is rough.</li> <li>Classroom routines function unevenly.</li> </ul>	<ul> <li>The students are productively engaged during small group work.</li> <li>Transitions between large and small group activities are smooth.</li> <li>Routines for distribution and collection of materials and supplies work efficiently.</li> <li>Classroom routines function smoothly.</li> </ul>	In addition to the characteristics of "proficient,"  • Students take the initiative with their classmates to ensure that their time is used productively.  • Students themselves ensure that transitions and other routines are accomplished smoothly.  • Students take initiative in distributing and collecting materials efficiently.
Possible Examples	<ul> <li>When moving into small groups, students are confused as to where they are supposed to go, whether they should take their chairs, etc.</li> <li>There are long lines for materials and supplies or distributing supplies is time-consuming.</li> <li>Students bump into one another lining up or sharpening pencils.</li> <li>Roll-taking consumes much time at the beginning of the lesson and students are not working on anything.</li> <li>Most students ask what they are to do or look around for clues from others.</li> </ul>	<ul> <li>Some students not working with the teacher are not productively engaged in learning.</li> <li>Transitions between large and small group activities are rough but they are accomplished.</li> <li>Students are not sure what to do when materials are being distributed or collected.</li> <li>Students ask some clarifying questions about procedures</li> <li>The attendance or lunch count consumes more time than it would need if the procedure were more routinized.</li> </ul>	<ul> <li>Students get started on an activity while the teacher takes attendance.</li> <li>Students move smoothly between large and small group activities.</li> <li>The teacher has an established timing device, such as counting down, to signal students to return to their desks.</li> <li>Teacher has an established attention signal, such as raising a hand, or dimming the lights.</li> <li>One member of each small group collects materials for the table.</li> <li>There is an established color-coded system indicating where materials should be stored.</li> <li>In small group work, students have established roles, they listen to one another, summarize g different views, etc.</li> <li>Clean-up at the end of a lesson is fast and efficient.</li> </ul>	<ul> <li>Students redirect classmates in small groups not working directly with the teacher to be more efficient in their work.</li> <li>A student reminds classmates of the roles that they are to play within the group.</li> <li>A student re-directs a classmate to the table s/he should be at following a transition.</li> <li>Students propose an improved attention signal.</li> <li>Students independently check themselves into class on the attendance board.</li> </ul>

#### **The Classroom Environment** Domain 2: 2d. Managing In order for students to be able to engage deeply with content, the classroom environment must be orderly; the atmosphere must feel business-like and Student productive, without being authoritarian. In a productive classroom, standards of conduct are clear to students; they know what they are permitted to do, and what they can expect of their classmates. Even when their behavior is being corrected, students feel respected; their dignity is not undermined. Skilled teachers **Behavior** regard positive student behavior not as an end in itself, but as a prerequisite to high levels of engagement in content. Elements of Component 2d are: Expectations It is clear, either from what the teacher says, or by inference from student actions, that expectations for student conduct have been established and that they are being implemented Monitoring of student behavior Experienced teachers seem to have eyes "in the backs of their heads," they are attuned to what's happening in the classroom and can move subtly to help students, when necessary, re-engage with the content being addressed in the lesson. At a high level, such monitoring is preventive and subtle, which makes it challenging to observe Response to student misbehavior Even experienced teachers find that their students occasionally violate one or another of the agreed-upon standards of conduct; how the teacher responds to such infractions is an important mark of the teacher's skill. Accomplished teachers try to understand why students are conducting themselves in such a manner (are they unsure of the content? Are they trying to impress their friends?) and respond in such a way that they respect the dignity of the student. The best responses are those that address misbehavior early in an episode, although this is not always possible. Indicators include: Clear standards of conduct, possibly posted, and possibly referred to during a lesson Absence of acrimony between teacher and students concerning behavior Teacher awareness of student conduct Preventive action when needed by the teacher Fairness Absence of misbehavior Reinforcement of positive behavior

	Unsatisfactory	Basic	Proficient	Distinguished
2d Managing Student Behavior	There appear to be no established standards of conduct, and little or no teacher monitoring of student behavior. Students challenge the standards of conduct. Response to students' misbehavior is repressive, or disrespectful of student dignity.	Standards of conduct appear to have been established, but their implementation is inconsistent. Teacher tries, with uneven results, to monitor student behavior and respond to student misbehavior. There is inconsistent implementation of the standards of conduct.	Student behavior is generally appropriate. The teacher monitors student behavior against established standards of conduct. Teacher response to student misbehavior is consistent, proportionate and respectful to students and is effective.	Student behavior is entirely appropriate. Students take an active role in monitoring their own behavior and that of other students against standards of conduct. Teachers' monitoring of student behavior is subtle and preventive. Teacher's response to student misbehavior is sensitive to individual student needs and respects students
Critical Attributes	<ul> <li>The classroom environment is chaotic, with no apparent standards of conduct.</li> <li>The teacher does not monitor student behavior.</li> <li>Some students violate classroom rules, without apparent teacher awareness.</li> <li>When the teacher notices student misbehavior, s/he appears helpless to do anything about it.</li> </ul>	<ul> <li>Teacher attempts to maintain order in the classroom but with uneven success; standards of conduct, if they exist, are not evident.</li> <li>Teacher attempts to keep track of student behavior, but with no apparent system.</li> <li>The teacher's response to student misbehavior is inconsistent: sometimes very harsh; other times lenient.</li> </ul>	<ul> <li>Standards of conduct appear to have been established.</li> <li>Student behavior is generally appropriate.</li> <li>The teacher frequently monitors student behavior.</li> <li>Teacher's response to student misbehavior is effective.</li> <li>Teacher acknowledges good behavior.</li> </ul>	In addition to the characteristics of "proficient,"  • Student behavior is entirely appropriate; no evidence of student misbehavior.  • The teacher monitors student behavior without speaking – just moving about.  • Students respectfully intervene as appropriate with classmates to ensure compliance with standards of conduct.
Possible Examples	<ul> <li>Students are talking among themselves, with no attempt by the teacher to silence them.</li> <li>An object flies through the air without apparent teacher notice.</li> <li>Students are running around the room, resulting in a chaotic environment.</li> <li>Their phones and other electronics distract students and teacher doesn't do anything.</li> </ul>	<ul> <li>Classroom rules are posted, but neither teacher nor students refers to them.</li> <li>The teacher repeatedly asks students to take their seats; they ignore him/her.</li> <li>To one student: "Where's your late pass? Go to the office." To another: "You don't have a late pass? Come in and take your seat; you've missed enough already."</li> </ul>	<ul> <li>Upon a non-verbal signal from the teacher, students correct their behavior.</li> <li>The teacher moves to every section of the classroom, keeping a close eye on student behavior.</li> <li>The teacher gives a student a "hard look," and the student stops talking to his/her neighbor.</li> </ul>	<ul> <li>A student suggests a revision in one of the classroom rules.</li> <li>The teacher notices that some students are talking among themselves, and without a word, moves nearer to them; the talking stops.</li> <li>The teacher asks to speak to a student privately about misbehavior.</li> <li>A student reminds his/her classmates of the class rule about chewing gum.</li> </ul>

#### Component 2e: Organizing Physical Space The use of the physical environment to promote student learning is a hallmark of an experienced teacher. Its use varies, of course, with the age of the students: in a primary classroom, centers and reading corners may structure class activities, while with older students, the position of chairs and desks can facilitate, or inhibit, rich discussion. Naturally, classrooms must be safe (no dangling wires or dangerous traffic patterns), and all students must be able to see and hear what's going on so they can participate actively. Both the teacher and students make effective use of computer (and other) technology. Elements of this component are: Safety and accessibility Physical safety is a primary consideration of all teachers; no learning can occur if students are unsafe or if they don't have access to the board or other learning Arrangement of furniture and use of physical resources. Both the physical arrangement of a classroom and the available resources provide opportunities for teachers to advance learning; when these are skillfully used students can engage with the content in a productive manner. At the highest levels of performance, the students themselves contribute to the physical environment. Indicators include: Pleasant, inviting atmosphere Safe environment Accessibility for all students Furniture arrangement suitable for the learning activities Effective use of physical resources, including computer technology, by both teacher and students

	Unsatisfactory	Basic	Proficient	Distinguished
2e: Organizing physical space	The physical environment is unsafe, or many students don't have access to learning. There is poor alignment between the arrangement of furniture and resources, including computer technology, and the lesson activities.	The classroom is safe, and essential learning is accessible to most students, The teacher's use of physical resources, including computer technology, is moderately effective. Teacher may attempt to modify the physical arrangement to suit learning activities, with partial success.	The classroom is safe, and learning is accessible to all students; teacher ensures that the physical arrangement is appropriate to the learning activities.  Teacher makes effective use of physical resources, including computer technology.	The classroom is safe, and learning is accessible to all students including those with special needs. Teacher makes effective use of physical resources, including computer technology. The teacher ensures that the physical arrangement is appropriate to the learning activities. Students contribute to the use or adaptation of the physical environment to advance learning.
Critical Attributes	<ul> <li>There are physical hazards in the classroom, endangering student safety.</li> <li>Many students can't see or hear the teacher or the board.</li> <li>Available technology is not being used, even if available and its use would enhance the lesson.</li> </ul>	<ul> <li>The physical environment is safe, and most students can see and hear.</li> <li>The physical environment is not an impediment to learning, but does not enhance it.</li> <li>The teacher makes limited use of available technology and other resources.</li> </ul>	<ul> <li>The classroom is safe, and all students are able to see and hear.</li> <li>The classroom is arranged to support the instructional goals and learning activities.</li> <li>The teacher makes appropriate use of available technology.</li> </ul>	<ul> <li>In addition to the characteristics of "proficient,"</li> <li>• Modifications are made to the physical environment to accommodate students with special needs.</li> <li>• There is total alignment between the goals of the lesson and the physical environment.</li> <li>• Students take the initiative to adjust the physical environment.</li> <li>• Teachers and students make extensive and imaginative use of available technology</li> </ul>
Possible Examples	<ul> <li>There are electrical cords running around the classroom.</li> <li>There is a pole in the middle of the room; some students can't see the board.</li> <li>A white board is in the classroom, but it is facing the wall, indicating that it is rarely, if ever, used.</li> </ul>	<ul> <li>The teacher ensures that dangerous chemicals are stored safely.</li> <li>The classroom desks remains in two semicircles, even though the activity for small groups would be better served by moving the desks to make tables for a portion of the lesson.</li> <li>The teacher tries to use a computer to illustrate a concept, but requires several attempts to make it work.</li> </ul>	<ul> <li>There are established guidelines concerning where backpacks are left during class to keep the pathways clear; students comply.</li> <li>Desks are moved to make tables so students can work together, or in a circle for a class discussion.</li> <li>The use of an Internet connection enriches the lesson.</li> </ul>	<ul> <li>Students ask if they can shift the furniture to better suit small group work, or discussion.</li> <li>A student closes the door to shut out noise in the corridor, or lowers a blind to block the sun from a classmate's eyes.</li> <li>A student suggests an application of the white board for an activity.</li> </ul>

#### **Domain 3: Instruction**

Component	3a: Communicating With Students
	Teachers communicate with students for several independent, but related, purposes. First, they convey that teaching and learning are purposeful activities; they make that purpose clear to students. They also provide clear directions for classroom activities, so students know what it is that they are to do. When they present concepts and information, those presentations are made with accuracy, clarity and imagination; where appropriate to the lesson, skilled teachers embellish their explanations with analogies or metaphors, linking them to students' interests and prior knowledge. Teachers occasionally withhold information from students (for example in an inquiry science lesson) to encourage them to think on their own, but what information they do convey is accurate and reflects deep understanding. And the teacher's use of language is vivid, rich, and error free, affording the opportunity for students to hear language well used and to extend their own vocabularies. Teacher presents complex concepts in ways that provide scaffolding and access to students.
	<ul> <li>Elements of Component 3a are:</li> <li>Expectations for learning</li></ul>
	Indicators include:  • Clarity of lesson purpose  • Clear directions and procedures specific to the lesson activities  • Absence of content errors and clear explanations of concepts  • Students understand the content  • Correct and imaginative use of language

	Unsatisfactory	Basic	Proficient	Distinguished
3a: Communicating with students	The instructional purpose of the lesson is unclear to students and the directions and procedures are confusing. Teacher's explanation of the content contains major errors. The teacher's spoken or written language contains errors of grammar or syntax. Vocabulary is inappropriate, vague, or used incorrectly, leaving students confused.	Teacher's attempt to explain the instructional purpose has only limited success, and/or directions and procedures must be clarified after initial student confusion. Teacher's explanation of the content may contain minor errors; some portions are clear; other portions are difficult to follow. Teacher's explanation consists of a monologue, with no invitation to the students for intellectual engagement. Teacher's spoken language is correct; however, vocabulary is limited, or not fully appropriate to the students' ages or backgrounds.	The instructional purpose of the lesson is clearly communicated to students, including where it is situated within broader learning; directions and procedures are explained clearly. Teacher's explanation of content is well scaffolded, clear and accurate, and connects with students' knowledge and experience. During the explanation of content, the teacher invites student intellectual engagement. Teacher's spoken and written language is clear and correct. Vocabulary is appropriate to the students' ages and interests.	The teacher links the instructional purpose of the lesson to student interests; the directions and procedures are clear and anticipate possible student misunderstanding. Teacher's explanation of content is thorough and clear, developing conceptual understanding through artful scaffolding and connecting with students' interests. Students contribute to extending the content, and in explaining concepts to their classmates. Teacher's spoken and written language is expressive, and the teacher finds opportunities to extend students' vocabularies.
Critical Attributes	<ul> <li>At no time during the lesson does the teacher convey to the students what they will be learning.</li> <li>Students indicate through their questions that they are confused as to the learning task.</li> <li>The teacher makes a serious content error that will affect students' understanding of the lesson.</li> <li>Students indicate through body language or questions that they don't understand the content being presented.</li> <li>Teacher's communications include errors of vocabulary or usage.</li> <li>Vocabulary is inappropriate to the age or culture of the students.</li> </ul>	<ul> <li>The teacher refers in passing to what the students will be learning, or it is written on the board with no elaboration or explanation.</li> <li>Teacher must clarify the learning task so students can complete it.</li> <li>The teacher makes no serious content errors, although may make a minor error.</li> <li>The teacher's explanation of the content consists of a monologue or is purely procedural with minimal participation by students.</li> <li>Vocabulary and usage are correct but unimaginative.</li> <li>Vocabulary is too advanced or juvenile for the students.</li> </ul>	<ul> <li>The teacher states clearly, at some point during the lesson, what the students will be learning.</li> <li>If appropriate, the teacher models the process to be followed in the task.</li> <li>Students engage with the learning task, indicating that they understand what they are to do.</li> <li>The teacher makes no content errors.</li> <li>Teacher's explanation of content is clear, and invites student participation and thinking.</li> <li>Vocabulary and usage are correct and completely suited to the lesson.</li> <li>Vocabulary is appropriate to the students' ages and levels of development.</li> </ul>	<ul> <li>In addition to the characteristics of "proficient,"</li> <li>The teacher points out possible areas for misunderstanding.</li> <li>Teacher explains content clearly and imaginatively, using metaphors and analogies to bring content to life.</li> <li>All students seem to understand the presentation.</li> <li>The teacher invites students to explain the content to the class, or to classmates.</li> <li>Teacher uses rich language, offering brief vocabulary lessons where appropriate.</li> </ul>
Possible Examples	<ul> <li>A student asks: "What are we supposed to be doing?" but the teacher ignores the question.</li> <li>The teacher states that to add fractions, they must have the same numerator.</li> <li>Students have a quizzical look on their faces; some may withdraw from the lesson.</li> <li>Students become disruptive, or talk among themselves in an effort to</li> </ul>	<ul> <li>The teacher mis-pronounces ""</li> <li>The teacher says: "And oh, by the way, today we're going to factor polynomials."</li> <li>A student asks: "What are we supposed to be doing?" and the teacher clarifies the task.</li> <li>Students ask "What do I write here?" in order to complete a task.</li> <li>The teacher says: "Watch me while I show you how to" with students</li> </ul>	<ul> <li>"By the end of today's lesson, you're all going to be able to factor different types of polynomials."</li> <li>In the course of a presentation of content, the teacher asks of students: "Can anyone think of an example of that?"</li> <li>The teacher uses a board or projection device so students can refer to it without requiring the teacher's attention.</li> </ul>	<ul> <li>The teacher says: "Here's a spot where some students have difficulty:be sure to read it carefully."</li> <li>The teacher asks a student to explain the task to other students.</li> <li>When needed, a student offers clarification about the learning task to classmates.</li> <li>The teacher explains passive solar energy by inviting students to think about the temperature in a closed car on a cold, but sunny, day, or by the water in a hose that has</li> </ul>

Unsatisfactory	Basic	Proficient	Distinguished
follow the lesson.	asked only to listen.		been sitting in the sun.
<ul> <li>The teacher uses technical terms with an elementary class without explaining their meanings.</li> <li>The teacher says "ain't."</li> </ul>	<ul> <li>A number of students do not seem to be following the explanation.</li> <li>Students are inattentive during the teacher's explanation of content.</li> </ul>		<ul> <li>The teacher says: "Who would like to explain this idea to us?"</li> <li>The teacher pauses during an explanation of the civil rights movement to remind students that the prefix "in" as in "inequality" means "not." The prefix "un" also means the same thing.</li> </ul>

#### Component 3b: Using Questioning and Discussion Techniques

Questioning and discussion are the only instructional strategies specifically referred to in the framework for teaching; this reflects their central importance to teachers' practice. But in the framework, it is important that questioning and discussion are used as techniques to deepen student understanding, rather than serving as recitation, or a verbal "quiz." Good teachers use divergent as well as convergent questions, framed in such a way that they invite students to formulate hypotheses, make connections, or challenge previously held views. Students' responses to questions are valued; effective teachers are especially adept at responding to and building on student responses and making use of their ideas. High quality questions encourage students to make connections among concepts or events previously believed to be unrelated, and arrive at new understandings of complex material. Effective teachers also pose questions for which they do not know the answers. Even when a question has a limited number of correct responses, the question, being non-formulaic, is likely to promote thinking by students. Class discussions are animated, engaging all students in important issues and in using their own language to deepen and extend their understanding. They may be based around questions formulated by the students themselves.

Not all questions must be at a high cognitive level in order for a teacher's performance to be rated at a high level; that is, when exploring a topic, a teacher might begin with a series of questions of low cognitive challenge to provide a review, or to ensure that everyone in the class is "on board." Furthermore, if questions are at a high level, but only a few students participate in the discussion, the teacher's performance on the component cannot be judged to be at a high level. In addition, in lessons involving students in small-group work, the quality of the students' questions and discussion in their small groups may be considered as part of this component.

In order for students to formulate high-level questions, they must have learned how to do this. Therefore, high-level questions from students, either in the full class, or in small group discussions, provide evidence that these skills have been taught.

#### Elements of component 3b are:

- Quality of questions/prompts
  - Questions of high quality cause students to think and reflect, to deepen their understanding, and to test their ideas against those of their classmates. When teachers ask questions of high quality, they ask only a few of them, and they provide students with sufficient time to think about their response, to reflect on the comments of their classmates, and to deepen their understanding. Occasionally, for the purposes of review, teachers ask students a series of (usually low-level) questions in a type of verbal quiz. This may be helpful for the purpose of establishing the facts of an historical event, for example, but they should not be confused with the use of questioning to deepen students' understanding.
- Discussion techniques
  - Effective teachers promote learning through discussion. Some teachers report that "we discussed x" when what they mean is that "I said x." That is, some teachers confuse discussion with explanation of content; as important as that is, it's not discussion. Rather, in a true discussion, a teacher poses a question, and invites all students' views to be heard, and enabling students to engage in discussion directly with one another, not always mediated by the teacher.
- Student participation
  - In some classes a few students tend to dominate the discussion, other students, recognizing this pattern, hold back their contributions. Teacher uses a range of techniques to ensure that all students contribute to the discussion, and enlist the assistance of students to ensure this outcome.

#### Indicators include:

- Questions of high cognitive challenge, formulated by both students and teacher
- Questions with multiple correct answers, or multiple approaches even when there is a single correct response
- Effective use of student responses and ideas
- Discussion with the teacher stepping out of the central, mediating role
- High levels of student participation in discussion

	Unsatisfactory	Basic	Proficient	Distinguished
3b: Using questioning / prompts and discussion	Teacher's questions are of low cognitive challenge, single correct responses, and asked in rapid succession. Interaction between teacher and students is predominantly recitation style, with the teacher mediating all questions and answers. A few students dominate the discussion.	Teacher's questions lead students through a single path of inquiry, with answers seemingly determined in advance. Alternatively the teacher attempts to frame some questions designed to promote student thinking and understanding, but only a few students are involved.  Teacher attempts to engage all students in the discussion and to encourage them to respond to one another, with uneven results.	While the teacher may use some low-level questions, he or she poses questions to students designed to promote student thinking and understanding. Teacher creates a genuine discussion among students, providing adequate time for students to respond, and stepping aside when appropriate. Teacher successfully engages most students in the discussion, employing a range of strategies to ensure that most students are heard.	Teacher uses a variety or series of questions or prompts to challenge students cognitively, advance high level thinking and discourse, and promote meta-cognition. Students formulate many questions, initiate topics and make unsolicited contributions. Students themselves ensure that all voices are heard in the discussion.
Critical Attributes	<ul> <li>Questions are rapid-fire, and convergent, with a single correct answer.</li> <li>Questions do not invite student thinking.</li> <li>All discussion is between teacher and students; students are not invited to speak directly to one another.</li> <li>A few students dominate the discussion.</li> </ul>	<ul> <li>Teacher frames some questions designed to promote student thinking, but only a few students are involved.</li> <li>The teacher invites students to respond directly to one another's ideas, but few students respond.</li> <li>Teacher calls on many students, but only a small number actually participate in the discussion.</li> </ul>	<ul> <li>Teacher uses open-ended questions, inviting students to think and/or have multiple possible answers.</li> <li>The teacher makes effective use of wait time.</li> <li>The teacher builds on uses student responses to questions effectively.</li> <li>Discussions enable students to talk to one another, without ongoing mediation by the teacher.</li> <li>The teacher calls on most students, even those who don't initially volunteer.</li> <li>Many students actively engage in the discussion.</li> </ul>	In addition to the characteristics of "proficient,"  Students initiate higher-order questions.  Students extend the discussion, enriching it.  Students invite comments from their classmates during a discussion.
Possible Examples	<ul> <li>All questions are of the "recitation" type, such as "What is 3 x 4?"</li> <li>The teacher asks a question for which the answer is on the board; students respond by reading it.</li> <li>The teacher only calls on students who have their hands up.</li> </ul>	<ul> <li>Many questions are of the "recitation" type, such as "How many members of the House of Representatives are there?"</li> <li>The teacher asks: "Who has an idea about this?" but the same three students offer comments.</li> <li>The teacher asks: "Michael, can you comment on Mary's idea?" but Michael does not respond, or makes a comment directly to the teacher.</li> </ul>	<ul> <li>The teacher asks: "What might have happened if the colonists had not prevailed in the American war for independence?"</li> <li>The teacher uses plural the form in asking questions, such as: "What are some things you think might contribute to?"</li> <li>The teacher asks: "Michael, can you comment on Mary's idea?" and Michael responds directly to Mary.</li> <li>The teacher asks a question and asks every student to write a brief response, then share with a partner before inviting a few to offer their ideas to the entire class.</li> </ul>	<ul> <li>A student asks "How many ways are there to get this answer?"</li> <li>A student says to a classmate: "I don't think I agree with you on this, because"</li> <li>A student asks of other students: "Does anyone have another idea as to how we might figure this out?"</li> <li>A student asks "What if?"</li> </ul>

#### **Component** | 3c: Engaging Students in Learning

Student engagement in learning is the centerpiece of the framework for teaching; all other components contribute to it. When students are engaged in learning, they are not merely "busy," nor are they only "on task." Rather, they are intellectually active in learning important and challenging content. The critical distinction between a classroom in which students are compliant and busy, and one in which they are engaged, is that in the latter students are developing their understanding through what they do. That is, they are engaged in discussion, debate, answering "what if?" questions, discovering patterns, and the like. They may be selecting their work from a range of (teacher arranged) choices, and making important contributions to the intellectual life of the class. Such activities don't typically consume an entire lesson, but they are essential components of engagement.

A lesson in which students are engaged usually has a discernible structure: a beginning, a middle, and an end, with scaffolding provided by the teacher or by the activities themselves. Student tasks are organized to provide cognitive challenge, and then students are encouraged to reflect on what they have done and what they have learned. That is, there is closure to the lesson, in which students derive the important learning from their own actions. A critical question for an observer in determining the degree of student engagement is "What are the students being asked to do?" If the answer to that question is that they are filling in blanks on a worksheet, or performing a rote procedure, they are unlikely to be cognitively engaged.

In observing a lesson, it is essential not only to watch the teacher, but also to pay close attention to the students and what they are doing. The best evidence for student engagement is what students are saying and doing as a consequence of what the teacher does, or has done, or has planned.

#### Elements of Component 3c are:

- Activities and assignments
  - The activities and assignments are the centerpiece of student engagement, since they determine what it is that students are asked to do. Activities and assignments that promote learning are aligned with the goals of the lesson, and require student thinking that emphasizes depth over breadth, and that may allow students to exercise some choice.
- Grouping of students
  - How students are grouped for instruction is one of the many decisions teachers make every day. There are many options; students of similar background and skill may be clustered together, or the more advanced students may be spread around into the different groups. Alternatively, a teacher might permit students to select their own groups, or they could be formed randomly.
- Instructional materials and resources
  - The instructional materials a teacher selects to use in the classroom can have an enormous impact on students' experience. While some teachers are obliged to use a school or district's officially sanctioned materials, many teacher use these selectively or supplement them with others of their choosing that are better suited to engaging students in deep learning, for example, the use of primary source materials in social studies.
- Structure and pacing
  - No one, whether adults or students, likes to be either bored or rushed in completing a task. Keeping things moving, within a well-defined structure, is one of the marks of an experienced teacher. And since much of student learning results from their reflection on what they have done, a well-designed lesson includes time for reflection and closure.

#### Indicators include:

- Activities aligned with the goals of the lesson
- Student enthusiasm, interest, thinking, problem-solving, etc
- Learning tasks that require high-level student thinking and are aligned with lesson objectives
- Students highly motivated to work on all tasks and are persistent even when the tasks are challenging
- Students actively "working," rather than watching while their teacher "works."
- Suitable pacing of the lesson: neither dragging nor rushed, with time for closure and student reflection

	Unsatisfactory	Basic	Proficient	Distinguished
3c: Engaging students in learning	The learning tasks and activities, materials, resources, instructional groups and technology are poorly aligned with the instructional outcomes, or require only rote responses. The pace of the lesson is too slow or rushed. Few students are intellectually engaged or interested.	The learning tasks or prompts are partially aligned with the instructional outcomes but require only minimal thinking by students, allowing most students to be passive or merely compliant. The pacing of the lesson may not provide students the time needed to be intellectually engaged.	The learning tasks and activities are aligned with the instructional outcomes and are designed to challenge student thinking, resulting in active intellectual engagement by most students with important and challenging content, and with teacher scaffolding to support that engagement. The pacing of the lesson is appropriate, providing most students the time needed to be intellectually engaged.	Virtually all students are intellectually engaged in challenging content, through well-designed learning tasks, and suitable scaffolding by the teacher, and fully aligned with the instructional outcomes. In addition, there is evidence of some student initiation of inquiry, and student contributions to the exploration of important content. The pacing of the lesson provides students the time needed to intellectually engage with and reflect upon their learning, and to consolidate their understanding. Students may have some choice in how they complete tasks and may serve as resources for one another.
Critical Attributes	<ul> <li>Few students are intellectually engaged in the lesson.</li> <li>Learning tasks require only recall or have a single correct response or method.</li> <li>The materials used ask students only to perform rote tasks.</li> <li>Only one type of instructional group is used (whole group, small groups) when variety would better serve the instructional purpose.</li> <li>Instructional materials used are unsuitable to the lesson and/or the students.</li> <li>The lesson drags, or is rushed.</li> </ul>	<ul> <li>Some students are intellectually engaged in the lesson.</li> <li>Learning tasks are a mix of those requiring thinking and recall.</li> <li>Student engagement with the content is largely passive, learning primarily facts or procedures.</li> <li>Students have no choice in how they complete tasks.</li> <li>The teacher uses different instructional groupings; these are partially successful in achieving the lesson objectives.</li> <li>The materials and resources are partially aligned to the lesson objectives, only some of them demanding student thinking.</li> <li>The pacing of the lesson is uneven; suitable in parts, but rushed or dragging in others.</li> </ul>	<ul> <li>Most students are intellectually engaged in the lesson.</li> <li>Learning tasks have multiple correct responses or approaches and/or demand higher-order thinking.</li> <li>Students have some choice in how they complete learning tasks.</li> <li>There is a mix of different types of groupings, suitable to the lesson objectives.</li> <li>Materials and resources support the learning goals and require intellectual engagement, as appropriate.</li> <li>The pacing of the lesson provides students the time needed to be intellectually engaged.</li> </ul>	<ul> <li>In addition to the characteristics of "proficient,"</li> <li>Virtually all students are highly engaged in the lesson.</li> <li>Students take initiative to modify a learning task to make it more meaningful or relevant to their needs.</li> <li>Students suggest modifications to the grouping patterns used.</li> <li>Students have extensive choice in how they complete tasks.</li> <li>Students suggest modifications or additions to the materials being used.</li> <li>Students have an opportunity for reflection and closure on the lesson to consolidate their understanding.</li> </ul>
Possible Examples	<ul> <li>Students are able to fill out the lesson worksheet without understanding what it's asking them to do.</li> <li>The lesson drags, or feels rushed.</li> <li>Students complete "busy work" activities.</li> </ul>	<ul> <li>Students are asked to fill in a worksheet, following an established procedure.</li> <li>There is a recognizable beginning, middle, and end to the lesson.</li> <li>Parts of the lesson have a suitable pace; other parts drag or feel rushed.</li> </ul>	<ul> <li>Students are asked to formulate a hypothesis about what might happen if the American voting system allowed for the direct election of presidents.</li> <li>Students are given a task to do independently, then to discuss with a table group, followed by a report-out from each table.</li> <li>There is a clear beginning, middle, and end to the lesson.</li> <li>The lesson is neither rushed nor drags.</li> </ul>	<ul> <li>Students are asked to write an essay "in the style of Hemmingway."</li> <li>A student asks whether they might remain in their small groups to complete another section of the activity, rather than work independently.</li> <li>Students identify or create their own learning materials.</li> <li>Students summarize their learning from the lesson.</li> </ul>

#### **Component** 3d: Using Assessment in Instruction

Assessment of student learning plays an important role in instruction; no longer does it signal the *end* of instruction; it is now recognized to be an integral part of instruction. While assessment of learning has always been and will continue to be an important aspect of teaching (it's important for teachers to know whether students have learned what they intend) assessment for learning has increasingly come to play an important role in classroom practice. And in order to assess student learning for the purposes of instruction, teachers must have their finger on "the pulse" of a lesson, monitoring student understanding and, where appropriate, offering feedback to students.

Of course, a teacher's actions in monitoring student learning, while it may superficially look the same as monitoring student behavior, has a fundamentally different purpose. When a teacher is monitoring behavior, he/she is alert to students who may be passing notes, or bothering their neighbors; when teachers monitor student learning, they look carefully at what students are writing, or listen carefully to the questions students ask, in order to gauge whether they require additional activity or explanation in order to grasp the content. In each case, the teacher may be circulating in the room, but his/her purpose in doing do is quite different in the two situations.

Similarly, on the surface, questions asked of students for the purpose of monitoring learning, are fundamentally different from those used to build understanding; in the former, teachers are alert to students' revealed misconceptions, whereas in the latter the questions are designed to explore relationships, or deepen understanding. Indeed, for the purpose of monitoring, many teachers create questions specifically to elicit the extent of student understanding, and use techniques (such as exit tickets) to ascertain the degree of understanding of every student in the class. Indeed, encouraging students (and actually teaching them the necessary skills) of monitoring their own learning against clear standards is demonstrated by teachers at high levels of performance. In this component.

But as important as monitoring of student learning and providing feedback to students are, however, they are greatly strengthened by a teacher's skill in making mid-course corrections when needed, seizing on a "teachable moment."

#### Elements of Component 3d are:

- Assessment Criteria
  - It is essential that students know the criteria for assessment. At its highest level, students themselves have had a hand in articulating the criteria for, for example, a clear oral presentation.
- Monitoring of student learning
  - A teacher's skill in eliciting evidence of student understanding is one of the true marks of expertise. This is not a hit-or-miss effort, but is planned carefully in advance. But even after carefully planning, monitoring of student learning must be woven seamlessly into the lesson, using a variety of techniques.
- Feedback to students
  - Feedback on learning is an essential element of a rich instructional environment; without it, students are constantly guessing as to how they are doing, and how their work can be improved. Valuable feedback must be timely, constructive, and substantive, and provide students the guidance they need to improve their performance.
- Student self-assessment and monitoring of progress
  - The culmination of student assumption of responsibility for their learning is when they monitor their own learning, and take appropriate action. Of course, they can only do this if the criteria for learning are clear and if they have been taught the skills of checking their work against clear criteria.

#### Indicators include:

- Teacher paying close attention to evidence of student understanding
- Teacher posing specifically-created questions to elicit evidence of student understanding
- Teacher circulating to monitor student learning and to offer feedback
- Students assessing their own work against established criteria
- Teacher adjusting instruction in response to evidence of student understanding (or lack of it)

	Unsatisfactory	Basic	Proficient	Distinguished
3d: Using Assessment in Instruction	There is little or no assessment or monitoring of student learning; feedback is absent, or of poor quality. Students do not appear to be aware of the assessment criteria and do not engage in self-assessment.	Assessment is used sporadically to support instruction, through some monitoring of progress of learning by teacher and/or students. Feedback to students is general, and students appear to be only partially aware of the assessment criteria used to evaluate their work but few assess their own work. Questions/prompts/ assessments are rarely used to diagnose evidence of learning.	Assessment is regularly used during instruction, through monitoring of progress of learning by teacher and/or students, resulting in accurate, specific feedback that advances learning. Students appear to be aware of the assessment criteria; some of them engage in self-assessment. Questions/prompts/ assessments are used to diagnose evidence of learning.	Assessment is fully integrated into instruction, through extensive use of formative assessment. Students appear to be aware of, and there is some evidence that they have contributed to, the assessment criteria. Students self-assess and monitor their progress. A variety of feedback, from both the teacher and peers, is accurate, specific, and advances learning. Questions/prompts/assessments are used regularly to diagnose evidence of learning by individual students.
Critical Attributes	<ul> <li>The teacher gives no indication of what high quality work looks like.</li> <li>The teacher makes no effort to determine whether students understand the lesson.</li> <li>Feedback is only global.</li> <li>The teacher does not ask students to evaluate their own or classmates' work.</li> </ul>	<ul> <li>There is little evidence that the students understand how their work will be evaluated.</li> <li>Teacher monitors understanding through a single method, or without eliciting evidence of understanding from all students.</li> <li>Teacher requests global indications of student understanding.</li> <li>Feedback to students is not uniformly specific, not oriented towards future improvement of work.</li> <li>The teacher makes only minor attempts to engage students in selfor peer-assessment.</li> <li>The teacher's attempts to adjust the lesson are partially successful.</li> </ul>	<ul> <li>Students indicate that they clearly understand the characteristics of high-quality work.</li> <li>The teacher elicits evidence of student understanding during the lesson Students are invited to assess their own work and make improvements.</li> <li>Feedback includes specific and timely guidance for at least groups of students.</li> <li>The teacher attempts to engage students in self- or peer-assessment.</li> <li>When necessary, the teacher makes adjustments to the lesson to enhance understanding by groups of students.</li> </ul>	In addition to the characteristics of "proficient,"  • There is evidence that students have helped establish the evaluation criteria.  • Teacher monitoring of student understanding is sophisticated and continuous: the teacher is constantly "taking the pulse" of the class.  • Teacher makes frequent use of strategies to elicit information about individual student understanding.  • Feedback to students is specific and timely, and is provided from many sources, including other students.  • Students monitor their own understanding, either on their own initiative or as a result of tasks set by the teacher.  • The teacher's adjustments to the lesson are designed to assist individual students.
Possible Examples	<ul> <li>A student asks: "How is this assignment going to be graded?"</li> <li>A student asks "Does this quiz count towards my grade?"</li> <li>The teacher forges ahead with a presentation without checking for understanding.</li> <li>The teacher says: "good job, everyone."</li> </ul>	<ul> <li>Teacher asks: "Does anyone have a question?</li> <li>When a student completes a problem on the board, the teacher corrects the student's work without explaining why.</li> <li>The teacher, after receiving a correct response from one student, continues, without ascertaining whether all students understand the concept.</li> </ul>	<ul> <li>The teacher circulates during small group or independent work, offering suggestions to groups of students.</li> <li>The teacher uses a specifically-formulated question to elicit evidence of student understanding.</li> <li>The teacher asks students to look over their papers to correct their errors.</li> </ul>	<ul> <li>The teacher reminds students of the characteristics of high-quality work (the assessment criteria), suggesting that the students themselves helped develop them.</li> <li>While students are working, the teacher circulates providing substantive feedback to individual students.</li> <li>The teacher uses popsicle sticks or exit tickets to elicit evidence of individual student understanding.</li> <li>Students offer feedback to their classmates on their work.</li> <li>Students evaluate a piece of their writing against the writing rubric and confer with the teacher about how it could be improved.</li> </ul>

## **3e: Demonstrating Flexibility and Responsiveness** Component "Flexibility and responsiveness" refer to a teacher's skill in making adjustments in a lesson to respond to changing conditions. When a lesson is well planned, there may be no need for changes during the course of the lesson itself. Shifting the approach in mid-stream is not always necessary; in fact, with experience comes skill in accurately predicting how a lesson will go, and being prepared for different possible scenarios. But even the most skilled, and best prepared, teachers will on occasion find that either a lesson is not going as they would like, or that a teachable moment has presented itself. They are ready for such situations. Furthermore, teachers who are committed to the learning of all students persist in their attempts to engage them in learning, even when confronted with initial setbacks. Elements of component 3e are: Lesson adjustment Experienced teachers are able to make both minor and (when needed) major adjustments to a lesson, a mid-course correction. Such adjustments depend on a teacher's store of alternate instructional strategies, and the confidence to make a shift when needed. Response to students Occasionally during a lesson an unexpected event will occur which presents a true "teachable moment." It is a mark of considerable teacher skill to be able to capitalize on such opportunities. Persistence Committed teachers don't give up easily; when students encounter difficulty in learning (which all do at some point) these teachers seek alternate approaches to help their students be successful. In these efforts, teachers display a keen sense of efficacy. Indicators include: Incorporation of student interests and events of the day into a lesson Visible adjustment in the face of student lack of understanding Teacher seizing on a "teachable moment"

	Unsatisfactory	Basic	Proficient	Distinguished
3e: Demonstrating flexibility and responsiveness	Teacher adheres to the instruction plan in spite of evidence of poor student understanding or students' lack of interest. Teacher ignores student questions; when students experience difficulty, the teacher blames the students or their home environment.	Teacher attempts to modify the lesson when needed and to respond to student questions and interests, with moderate success. Teacher accepts responsibility for student success, but has only a limited repertoire of strategies to draw upon.	Teacher promotes the successful learning of all students, making minor adjustments as needed to instruction plans and accommodating student questions, needs and interests. The teacher persists in seeking approaches for students who have difficulty learning, drawing on a broad repertoire of strategies.	Teacher seizes an opportunity to enhance learning, building on a spontaneous event or student interests or successfully adjusts and differentiates instruction to address individual student misunderstandings. Teacher persists in seeking effective approaches for students who need help, using an extensive repertoire of instructional strategies and soliciting additional resources from the school or community.
Critical Attributes	<ul> <li>Teacher ignores indications of student boredom or lack of understanding.</li> <li>Teacher brushes aside student questions.</li> <li>Teacher makes no attempt to incorporate student interests into the lesson.</li> <li>The teacher conveys to students that when they have difficulty learning, it is their fault.</li> <li>In reflecting on practice, the teacher does not indicate that it is important to reach all students.</li> </ul>	<ul> <li>Teacher's efforts to modify the lesson are only partially successful.</li> <li>Teacher makes perfunctory attempts to incorporate student questions and interests into the lesson.</li> <li>The teacher conveys to students a level of responsibility for their learning, but uncertainty as to how to assist them.</li> <li>In reflecting on practice, the teacher indicates the desire to reach all students, but does not suggest strategies to do so.</li> </ul>	<ul> <li>Teacher successfully makes a minor modification to the lesson.</li> <li>Teacher incorporates students' interests and questions into the heart of the lesson.</li> <li>The teacher conveys to students that she has other approaches to try when the students experience difficulty.</li> <li>In reflecting on practice, the teacher cites multiple approaches undertaken to reach students having difficulty.</li> </ul>	In addition to the characteristics of "proficient,"  • Teacher successfully executes a major lesson readjustment when needed.  • Teacher seizes on a teachable moment to enhance a lesson.  • The teacher conveys to students that he won't consider a lesson "finished" until every student understands, and that he has a broad range of approaches to use.  • In reflecting on practice, the teacher can cite others in the school and beyond who she has contacted for assistance in reaching some students.
Possible Examples	<ul> <li>The teacher says: "We don't have time for that today."</li> <li>The teacher makes no attempt to adjust the lesson based on student confusion.</li> <li>The teacher says: "If you'd just pay attention, you could understand this."</li> </ul>	<ul> <li>The teacher says: "I'll try to think of another way to come at this and get back to you."</li> <li>The teacher says: "I realize not everyone understands this, but we can't spend any more time on it."</li> <li>The teacher re-arranges the way the students are grouped in an attempt to help students understand the lesson.</li> </ul>	<ul> <li>The teacher says: "That's an interesting idea; let's see how it fits."</li> <li>The teacher illustrates a principle of good writing to a student using his interest in basketball as context.</li> <li>The teacher says: "Let's try this way, and then uses another approach."</li> </ul>	<ul> <li>The teacher stops in mid-stream in a lesson, and says: "This activity doesn't seem to be working! Here's another way I'd like you to try it."</li> <li>The teacher incorporates the school's upcoming championship game into an explanation of averages.</li> <li>The teacher says: "If we have to come back to this tomorrow, we will; it's really important that you understand it."</li> </ul>

# **Domain 4:** Professional Responsibilities

# 4a: Reflecting on Teaching

Reflecting on teaching encompasses the teacher's thinking that follows any instructional event, an analysis of the many decisions made both in planning and implementation of a lesson. By considering these elements in light of the impact they had on student learning, teachers can determine where to focus their efforts in making revisions, and what aspects of the instruction they will continue in future lessons. Teachers may reflect on their practice through collegial conversations, journal writing, examining student work, informal observations and conversations with students, or simply thinking about their teaching. Reflecting with accuracy, specificity and ability to use what has been learned in future teaching is a learned skill; mentors, coaches and supervisors can help teachers acquire and develop the skill of reflecting on teaching through supportive and deep questioning. Over time, this way of thinking and analyzing instruction through the lens of student learning becomes a habit of mind, leading to improvement in teaching and learning.

#### Elements of component 4a are:

- Accuracy
  - As teachers gain experience, their reflections on practice become more accurate, corresponding to the assessments that would be given by an external and unbiased observer. Not only are the reflections accurate, but teachers can provide specific examples from the lesson to support their judgments.
- Use in future teaching
  In order for the potential of reflection to improve teaching to be fully realized, teachers must use their reflections to make adjustments in their practice. As their experience and expertise increases, teachers draw on an ever-increasing repertoire of strategies to inform these plans.

#### Indicators include:

- Accurate reflections on a lesson
- Citations of adjustments to practice, drawing on a repertoire of strategies

July 25, 2011

	Unsatisfactory	Basic	Proficient	Distinguished
4a Reflecting on Teaching	Teacher does not know whether a lesson was effective or achieved its instructional outcomes, or teacher profoundly misjudges the success of a lesson. Teacher has no suggestions for how a lesson could be improved.	Teacher has a generally accurate impression of a lesson's effectiveness and the extent to which instructional outcomes were met. Teacher makes general suggestions about how a lesson could be improved.	Teacher makes an accurate assessment of a lesson's effectiveness and the extent to which it achieved its instructional outcomes and can cite general references to support the judgment. Teacher makes a few specific suggestions of what could be tried another time the lesson is taught.	Teacher makes a thoughtful and accurate assessment of a lesson's effectiveness and the extent to which it achieved its instructional outcomes, citing many specific examples from the lesson and weighing the relative strengths of each. Drawing on an extensive repertoire of skills, teacher offers specific alternative actions, complete with the probable success of different courses of action.
Critical Attributes	<ul> <li>The teacher considers the lesson but draws incorrect conclusions about its effectiveness.</li> <li>The teacher makes no suggestions for improvement.</li> </ul>	<ul> <li>The teacher has a general sense of whether or not instructional practices were effective.</li> <li>The teacher offers general modifications for future instruction.</li> </ul>	<ul> <li>The teacher accurately assesses the effectiveness of instructional activities used.</li> <li>The teacher identifies specific ways in which a lesson might be improved.</li> </ul>	<ul> <li>In addition to the characteristics of "proficient,"</li> <li>Teacher's assessment of the lesson is thoughtful, and includes specific indicators of effectiveness.</li> <li>Teacher's suggestions for improvement draw on an extensive repertoire.</li> </ul>
Possible Examples	<ul> <li>Despite evidence to the contrary, the teachers says, "My students did great on that lesson!"</li> <li>The teacher says: "That was awful; I wish I knew what to do!"</li> </ul>	<ul> <li>At the end of the lesson the teacher says, "I guess that went okay."</li> <li>The teacher says: "I guess I'll try x next time."</li> </ul>	<ul> <li>The teacher says: "I wasn't pleased with the level of engagement of the students."</li> <li>The teacher's journal indicates several possible lesson /improvements.</li> </ul>	<ul> <li>The teacher says: "I think that lesson worked pretty well, although I was disappointed in how the group at the back table performed."</li> <li>In conversation with colleagues, the teacher considers different group strategies for improving a lesson.</li> </ul>

#### Domain 4: **Professional Responsibilities** An essential responsibility of professional educators is keeping accurate records of both instructional and non-instructional events. This includes student 4h: completion of assignments, student progress in learning, and records of non-instructional activities that are part of the day-to-day functions in a school setting, Maintaining including such things as the return of signed permission slips for a field trip and money for school pictures. Proficiency in this component is vital, as these Accurate Records records inform interactions with students and parents, and allow teachers to monitor learning and adjust instruction accordingly. The methods of keeping records vary as much as the type of information that is being recorded. For example, records of formal assessments may be recorded electronically, using spreadsheets and databases, allowing for item analysis and individualized instruction. A less formal means of keeping track of student progress may include anecdotal notes that are kept in student folders. Elements of component 4b are: Student completion of assignments Most teachers, particularly at the secondary level, need to keep track of student completion of assignments, including not only whether the assignments were actually completed, but students' success in completing them. Student progress in learning In order to plan instruction, teachers need to know where each student "is" in his or her learning. This information may be collected formally or informally, but must be updated frequently. Non-instructional records Non-instructional records encompass all the details of school life for which records must be maintained, particularly if they involve money. Examples are such things as knowing which students have returned their permissions slips for a field trip, or which students have paid for their school pictures. Indicators include: Routines and systems that track student completion of assignments Systems of information regarding student progress against instructional outcomes Processes of maintaining accurate non-instructional records

July 25, 2011

	Unsatisfactory	Basic	Proficient	Distinguished
4b Maintaining Accurate Records	Teacher's system for maintaining information on student completion of assignments and student progress in learning is nonexistent or in disarray. Teacher's records for non-instructional activities are in disarray, resulting in errors and confusion.	Teacher's system for maintaining information on student completion of assignments and student progress in learning is rudimentary and only partially effective. Teacher's records for non-instructional activities are adequate, but require frequent monitoring to avoid errors.	Teacher's system for maintaining information on student completion of assignments, student progress in learning, and non-instructional records, is fully effective.	Teacher's system for maintaining information on student completion of assignments, student progress in learning, and non-instructional records, is fully effective. Students contribute information and participate in maintaining the records.
Critical Attributes	<ul> <li>Absence of a system for either instructional or non-instructional records.</li> <li>Record-keeping systems that are in disarray so as to provide incorrect or confusing information.</li> </ul>	<ul> <li>The teacher has a process for recording student work completion. However, it may be out-of-date or does not permit students to access the information.</li> <li>The teacher's process for tracking student progress is cumbersome to use.</li> <li>The teacher has a process for tracking some non-instructional information, but not all, or it may contain some errors.</li> </ul>	<ul> <li>The teacher's process for recording student work completion is efficient and effective; students have access to information about completed and/or missing assignments.</li> <li>The teacher has an efficient and effective process for recording student attainment of learning goals; students are able to see how they're progressing.</li> <li>The teacher's process for recording non-instructional information is both efficient and effective.</li> </ul>	In addition to the characteristics of "proficient,"  • Students contribute to and maintain records indicating completed and outstanding work assignments.  • Students contribute to and maintain data files indicating their own progress in learning.  • Students contribute to maintaining non-instructional records for the class.
Possible Examples	<ul> <li>A student says, "I'm sure I turned in that assignment, but the teacher lost it!"</li> <li>The teacher says, "I misplaced the writing samples for my class but it doesn't matter – I know what the students would have scored."</li> <li>On the morning of the field trip, the teacher discovers that five students never turned in their permission slips.</li> </ul>	<ul> <li>A student says, "I wasn't in school today, and my teacher's website is out of date, so I don't know what the assignments are!"</li> <li>The teacher says: "I've got all these notes about how the kids are doing; I should put them into the system but I just don't have time."</li> <li>On the morning of the field trip, the teacher frantically searches all the drawers in the desk looking for the permission slips and finds them just before the bell rings.</li> </ul>	<ul> <li>The teacher-creates a link on the class website which students can access to check on any missing assignments.</li> <li>The teacher's grade book records student progress toward learning goals.</li> <li>The teacher-creates a spreadsheet for tracking which students have paid for their school pictures.</li> </ul>	<ul> <li>A student from each team maintains the database of current and missing assignments for the team.</li> <li>When asked about their progress in a class, a student proudly shows her data file and can explain how the documents indicate her progress toward learning goals.</li> <li>When they bring in their permission slips for a field trip, students add their own information to the database.</li> </ul>

Domain 4:	Professional Responsibilities
4c: Communicating with Families	Although the ability of families to participate in their child's learning varies widely due to other family or job obligations, it is the responsibility of teachers to provide opportunities for them to both understand the instructional program and their child's progress. Teachers establish relationships with families by communicating to them about the instructional program, about individual students and they invite them to be part of the educational process itself. The level of family participation and involvement tends to be greater at the elementary level, when young children are just beginning school. However, the importance of regular communication with families of adolescents cannot be overstated. A teacher's effort to communicate with families conveys an essential caring on the part of the teacher, valued by families of students of all ages.
	<ul> <li>Elements of component 4c are:         <ul> <li>Information about the instructional program</li> <li>Frequent information in provided to families, as appropriate, about the instructional program</li> </ul> </li> <li>Information about individual students         <ul> <li>Frequent information in provided to families, as appropriate, about students' individual progress</li> </ul> </li> <li>Engagement of families in the instructional program         <ul> <li>Successful and frequent engagement opportunities are offered to families so they can participate in the learning activities</li> </ul> </li> </ul>
	Indicators include:  • Frequent and culturally appropriate information sent home regarding the instructional program, and student progress  • Two-way communication between the teacher and families  • Frequent opportunities for families to engage in the learning process

	Unsatisfactory	Basic	Proficient	Distinguished
4c: Communicating with Families	Teacher communication with families, about the instructional program, or about individual students, is sporadic or culturally inappropriate. Teacher makes no attempt to engage families in the instructional program.	Teacher makes sporadic attempts to communicate with families about the instructional program and about the progress of individual students but does not attempt to engage families in the instructional program. But communications are one-way and not always appropriate to the cultural norms of those families.	Teacher communicates frequently with families about the instructional program and conveys information about individual student progress. Teacher makes some attempts to engage families in the instructional program; as appropriate Information to families is conveyed in a culturally appropriate manner.	Teacher's communication with families is frequent and sensitive to cultural traditions, with students contributing to the communication. Response to family concerns is handled with professional and cultural sensitivity. Teacher's efforts to engage families in the instructional program are frequent and successful.
Critical Attributes	<ul> <li>Little or no information regarding instructional program available to parents.</li> <li>Families are unaware of their children's progress.</li> <li>Lack of family engagement activities.</li> <li>Culturally inappropriate communication.</li> </ul>	<ul> <li>School or district-created materials about the instructional program are sent home.</li> <li>Infrequent or incomplete information sent home by teachers about the instructional program.</li> <li>Teacher maintains school-required grade book but does little else to inform families about student progress.</li> <li>Teacher communications are sometimes inappropriate to families' cultural norms.</li> </ul>	<ul> <li>Information about the instructional program is available on a regular basis.</li> <li>The teacher sends information about student progress home on a regular basis.</li> <li>Teacher develops activities designed to successfully engage families in their children's learning, as appropriate.</li> </ul>	In addition to the characteristics of "proficient,"  On a regular basis, students develop materials to inform their families about the instructional program.  Students maintain accurate records about their individual learning progress and frequently share this information with families.  Students contribute to regular and ongoing projects designed to engage families in the learning process.
Possible Examples	<ul> <li>A parent says, "I'd like to know what my kid is working on at school!"</li> <li>A parent says, "I wish I knew something about my child's progress before the report card comes out."</li> <li>A parent says, "I wonder why we never see any school work come home."</li> </ul>	<ul> <li>A parent says, "I received the district pamphlet on the reading program, but I wonder how it's being taught in my child's class."</li> <li>A parent says, "I emailed the teacher about my child's struggles with math, but all I got back was a note saying that he's doing fine."</li> <li>Weekly quizzes are sent home for parent/guardian signature.</li> </ul>	<ul> <li>The teacher-sends weekly newsletter home to families, including information that precedes homework, current class activities, community and/or school projects, field trips, etc.</li> <li>The teacher-created monthly progress report sent home for each student.</li> <li>The teacher sends home a project that asks students to interview a family member about growing up during the 1950's.</li> </ul>	<ul> <li>Students-create materials for "Back to School" night that outline the approach for learning science.</li> <li>Student daily reflection log describes learning and go home each week for a response from a parent or guardian.</li> <li>Students design a project on charting family use of plastics.</li> </ul>

# Domain 4: **Professional Responsibilities** Schools are, first of all, environments to promote the learning of students. But in promoting student learning, teachers must work with their colleagues to share 4d: strategies, plan joint efforts, and plan for the success of individual students. Schools are, in other words, professional organizations for teachers, with their full Participating in potential realized only when teachers regard themselves as members of a professional community. This community is characterized by mutual support and a Professional **Community** respect, and recognition of the responsibility of all teachers to be constantly seeking ways to improve their practice and to contribute to the life of the school. Inevitably, teachers' duties extend beyond the doors of their classrooms and include activities related to the entire school and/or larger district. These activities include such things as school and district curriculum committees, or engagement with the parent teacher organization. With experience, teachers assume leadership roles in these activities. Elements of component 4d are: Relationships with colleagues Teachers maintain a professional collegial relationship that encourages sharing, planning and working together toward improved instructional skill and student success Involvement in a culture of professional inquiry Teachers contribute to and participate in a learning community that supports and respects its members' efforts to improve practice Service to the school Teachers' efforts move beyond classroom duties by to contributing to school initiatives and projects Participation in school and district projects Teachers contribute to and support larger school and district projects designed to improve the professional community Indicators include: Regular teacher participation with colleagues to share and plan for student success Regular teacher participation in professional courses or communities that emphasize improving practice Regular teacher participation in school initiatives Regular teacher participation and support of community initiatives

	Unsatisfactory	Basic	Proficient	Distinguished
4d: Participating in a Professional Community	Teacher's relationships with colleagues are negative or self-serving. Teacher avoids participation in a professional culture of inquiry, resisting opportunities to become involved. Teacher avoids becoming involved in school events or school and district projects.	Teacher maintains cordial relationships with colleagues to fulfill duties that the school or district requires. Teacher becomes involved in the school's culture of professional inquiry when invited to do so. Teacher participates in school events and school and district projects when specifically asked.	Relationships with colleagues are characterized by mutual support and cooperation; teacher actively participates in a culture of professional inquiry. Teacher volunteers to participate in school events and in school and district projects, making a substantial contribution.	Relationships with colleagues are characterized by mutual support and cooperation, with the teacher taking initiative in assuming leadership among the faculty. Teacher takes a leadership role in promoting a culture of professional inquiry. Teacher volunteers to participate in school events and district projects, making a substantial contribution, and assuming a leadership role in at least one aspect of school or district life.
Critical Attributes	<ul> <li>The teacher's relationship with colleagues is characterized by negativity or combativeness.</li> <li>The teacher purposefully avoids contributing to activities promoting professional inquiry.</li> <li>The teacher avoids involvement in school activities and school district an d community projects.</li> </ul>	<ul> <li>The teacher has pleasant relationship with colleagues.</li> <li>When invited, the teacher participates in activities related to professional inquiry.</li> <li>When asked, the teacher participates in school activities, and school district and community projects.</li> </ul>	<ul> <li>The teacher has supportive and collaborative relationships with colleagues.</li> <li>The teacher regularly participates in activities related to professional inquiry.</li> <li>The teacher frequently volunteers to participate in school events and school district and community projects.</li> </ul>	<ul> <li>In addition to the characteristics of "proficient,"</li> <li>The teacher takes a leadership role in promoting activities related to professional inquiry.</li> <li>The teacher regularly contributes to and leads events that positively impact school life.</li> <li>The teacher regularly contributes to and leads significant school district and community projects.</li> </ul>
Possible Examples	<ul> <li>The teacher doesn't share test-taking strategies with his colleagues. He figures that if his students do well, it will make him look good.</li> <li>The teacher does not attend PLC meetings.</li> <li>The teacher does not attend any school function after the dismissal bell.</li> <li>The teacher says, "I work from 8:30 to 3:30 and not a minute more – I won't serve on any district committee unless they get me a substitute to cover my class."</li> </ul>	<ul> <li>The teacher is polite, but never shares any instructional materials with his grade partners.</li> <li>The teacher only attends PLC meetings when reminded by her supervisor.</li> <li>The principal says, "I wish I didn't have to ask the teacher to 'volunteer' every time we need someone to chaperone the dance."</li> <li>The teacher only contributes to the district Literacy committee when requested by the principal.</li> </ul>	<ul> <li>The principal remarks that the teacher's students have been noticeably successful since her teacher team has been focusing on instructional strategies during their team meetings.</li> <li>The teacher has decided to take some of the free MIT courses online and to share his learning with colleagues.</li> <li>The basketball coach is usually willing to chaperone the 9th grade dance because she knows all of her players will be there.</li> <li>The teacher enthusiastically represents the school during the district Social Studies review and brings her substantial knowledge of U.S. history to the course writing team.</li> </ul>	<ul> <li>The teacher leads the "mentor" teacher group at school, devoted to supporting new teachers during their first years of teaching.</li> <li>The teacher hosts a book study group that meets monthly; he guides the book choices so that the group can focus on topics that will enhance their skills.</li> <li>The teacher leads the school's annual "Olympics" day, involving all students and faculty in athletic events.</li> <li>The teacher leads the school district wellness committee, involving healthcare and nutrition specialists from the community.</li> </ul>

Domain 4:	Professional Responsibilities
4e: Growing and Developing Professionally	As in other professions, the complexity of teaching requires continued growth and development, in order to remain current. Continuing to stay informed and increasing their skills allows teachers to become ever more effective and to exercise leadership among their colleagues. The academic disciplines themselves evolve, and educators constantly refine their understanding of how to engage students in learning; thus growth in content, pedagogy, and information technology are essential to good teaching. Networking with colleague through such activities as joint planning, study groups, and lesson study provide opportunities for teachers to learn from one another. These activities allow for job embedded professional development. In addition, professional educators increase their effectiveness in the classroom by belonging to professional organizations, reading professional journals, attending educational conferences, and taking university classes. As they gain experience and expertise, educators find ways to contribute to their colleagues and to the profession.  Elements of component 4e are:  • Enhancement of content knowledge and pedagogical skill Teachers remain current by taking courses, reading professional literature, and remaining current on the evolution of thinking regarding instruction  • Receptivity to feedback from colleagues  Teachers actively pursue networks that provide collegial support and feedback
	<ul> <li>Service to the profession         <i>Teachers are active in professional organizations serving to enhance their personal practice and so they can provide leadership and support to colleagues</i> </li> <li>Indicators include:         <ul> <li>Frequent teacher attendance in courses and workshops; regular academic reading</li> <li>Participation in learning networks with colleagues; feedback freely shared</li> <li>Participation in professional organizations supporting academic inquiry</li> </ul> </li> </ul>

	Unsatisfactory	Basic	Proficient	Distinguished
4e: Growing and Developing Professionally	Teacher engages in no professional development activities to enhance knowledge or skill. Teacher resists feedback on teaching performance from either supervisors or more experienced colleagues. Teacher makes no effort to share knowledge with others or to assume professional responsibilities.	Teacher participates in professional activities to a limited extent when they are convenient. Teacher accepts, with some reluctance, feedback on teaching performance from both supervisors and professional colleagues. Teacher finds limited ways to contribute to the profession	Teacher seeks out opportunities for professional development to enhance content knowledge and pedagogical skill. Teacher welcomes feedback from colleagues when made by supervisors or when opportunities arise through professional collaboration. Teacher participates actively in assisting other educators	Teacher seeks out opportunities for professional development and makes a systematic effort to conduct action research. Teacher seeks out feedback on teaching from both supervisors and colleagues. Teacher initiates important activities to contribute to the profession.
Critical Attributes	<ul> <li>The teacher is not involved in any activity that might enhance knowledge or skill.</li> <li>The teacher purposefully resists discussing performance with supervisors or colleagues.</li> <li>The teacher ignores invitations to join professional organizations or attending conferences.</li> </ul>	<ul> <li>The teacher participates in professional activities when required or when provided by the school district.</li> <li>The teacher reluctantly accepts feedback from supervisors and colleagues.</li> <li>The teacher contributes in a limited fashion to educational professional organizations.</li> </ul>	<ul> <li>The teacher seeks regular opportunities for continued professional development.</li> <li>The teacher welcomes colleagues and supervisors in the classroom for the purposes of gaining insight from their feedback.</li> <li>The teacher actively participates in professional organizations designed to contribute to the profession.</li> </ul>	In addition to the characteristics of "proficient,"  The teacher seeks regular opportunities for continued professional development, including initiating action research.  The teacher actively seeks feedback from supervisors and colleagues.  The teacher takes an active leadership role in professional organizations in order to contribute to the teaching profession.
Possible Examples	<ul> <li>The teacher never takes continuing education courses, even though the credits would increase his salary.</li> <li>The teacher endures the principal's annual observations in her classroom, knowing that if she waits long enough, the principal will eventually leave and she can simply discard the feedback form.</li> <li>Despite teaching high school honors mathematics, the teacher declines to join NCTM because it costs too much and makes too many demands on members' time.</li> </ul>	<ul> <li>The teacher politely attends district workshops and professional development days, but doesn't make much use of the materials received.</li> <li>The teacher listens to his principal's feedback after a lesson, but isn't sure that the recommendations really apply in his situation.</li> <li>The teacher joins the local chapter of the American Library Association because she might benefit from the free books – but otherwise doesn't feel it's worth too much of her time.</li> </ul>	<ul> <li>The teacher eagerly attends the school district optional summer workshops finding them to be a wealth of instructional strategies he can use during the school year.</li> <li>The teacher enjoys her principal's weekly walk through visits because they always lead to a valuable informal discussion during lunch the next day.</li> <li>The teacher joined a Science Education Partnership and finds that it provides him access to resources for his classroom that truly benefit his students' conceptual understanding.</li> </ul>	<ul> <li>The teacher's principal rarely spends time observing in her classroom. Therefore, she has initiated an action research project in order to improve her own instruction.</li> <li>The teacher is working on a particular instructional strategy and asks his colleagues to observe in his classroom in order to provide objective feedback on his progress.</li> <li>The teacher founded a local organization devoted to Literacy Education; her leadership has inspired teachers in the community to work on several curriculum and instruction projects.</li> </ul>

Domain 4:	Professional Responsibilities
4f: Showing Professionalism	Expert teachers demonstrate professionalism in both service to students as well as to the profession. Teaching at the highest levels of performance in this component is student focused, putting students first, regardless of how this might challenge long-held assumptions, past practice or simply what is easier or more convenient for teachers. Accomplished teachers have a strong moral compass and are guided by what is in the best interest of students. Professionalism is displayed in a number of ways. For example, interactions with colleagues are conducted with honesty and integrity. Student needs are known and teachers access resources to step in and provide help that may extend beyond the classroom. Teachers advocate for their students in ways that might challenge traditional views and the educational establishment, seeking greater flexibility in the ways school rules and policies are applied. Professionalism is also displayed in the ways teachers approach problem solving and decision making, with student needs in mind. Finally, teachers consistently adhere to school and district policies and procedures, but are willing to work to improve those that may be outdated or ineffective.
	<ul> <li>Elements of component 4f are: <ul> <li>Integrity and ethical conduct</li></ul></li></ul>
	Indicators include:  • Teacher has a reputation as someone who can be trusted and is often sought as a sounding board  • During committee or planning work, teacher frequently reminds participants that the students are the utmost priority  • Teacher will support students, even in the face of difficult situations or conflicting policies  • Teachers challenge existing practice in order to put students first  • Teacher consistently fulfills school district mandates regarding policies and procedures

	Unsatisfactory	Basic	Proficient	Distinguished
4f: Showing Professionalism	Teacher displays dishonesty in interactions with colleagues, students, and the public. Teacher is not alert to students' needs and contributes to school practices that result in some students being ill served by the school. Teacher makes decisions and recommendations based on self-serving interests. Teacher does not comply with school and district regulations	Teacher is honest in interactions with colleagues, students, and the public. Teacher's attempts to serve students are inconsistent, and does not knowingly contribute to some students being ill served by the school. Teacher's decisions and recommendations are based on limited though genuinely professional considerations. Teacher complies minimally with school and district regulations, doing just enough to get by.	Teacher displays high standards of honesty, integrity, and confidentiality in interactions with colleagues, students, and the public. Teacher is active in serving students, working to ensure that all students receive a fair opportunity to succeed. Teacher maintains an open mind in team or departmental decision-making. Teacher complies fully with school and district regulations.	Teacher can be counted on to hold the highest standards of honesty, integrity, and confidentiality and takes a leadership role with colleagues. Teacher is highly proactive in serving students, seeking out resources when needed. Teacher makes a concerted effort to challenge negative attitudes or practices to ensure that all students, particularly those traditionally underserved, are honored in the school. Teacher takes a leadership role in team or departmental decision-making and helps ensure that such decisions are based on the highest professional standards. Teacher complies fully with school and district regulations, taking a leadership role with colleagues.
Critical Attributes	<ul> <li>Teacher is dishonest.</li> <li>Teacher does not notice the needs of students.</li> <li>The teacher engages in practices that are self-serving.</li> <li>The teacher willfully rejects school district regulations.</li> </ul>	<ul> <li>Teacher is honest.</li> <li>Teacher notices the needs of students, but is inconsistent in addressing them.</li> <li>Teacher does not notice that some school practices result in poor conditions for students.</li> <li>Teacher makes decisions professionally, but on a limited basis.</li> <li>Teacher complies with school district regulations.</li> </ul>	<ul> <li>Teacher is honest and known for having high standards of integrity.</li> <li>Teacher actively addresses student needs.</li> <li>Teacher actively works to provide opportunities for student success.</li> <li>Teacher willingly participates in team and departmental decisionmaking.</li> <li>Teacher complies completely with school district regulations.</li> </ul>	<ul> <li>Teacher is considered a leader in terms of honesty, integrity, and confidentiality.</li> <li>Teacher is highly proactive in serving students.</li> <li>Teacher makes a concerted effort to ensure opportunities are available for all students to be successful.</li> <li>Teacher takes a leadership role in team and departmental decisionmaking.</li> <li>Teacher takes a leadership role regarding school district regulations.</li> </ul>

	Unsatisfactory	Basic	Proficient	Distinguished
Possible Examples	<ul> <li>The teacher makes some errors when marking the last common assessment but doesn't tell his colleagues.</li> <li>The teacher does not realize that three of her neediest students arrived at school an hour early every morning because their mother can't afford daycare.</li> <li>The teacher fails to notice that one of her Kindergartners is often ill, looks malnourished, and frequently has bruises on her arms and legs.</li> <li>When one his colleagues goes home suddenly due to illness, the teacher pretends to have a meeting so that he won't have to share in the coverage responsibilities.</li> <li>The teacher does not file her students' writing samples in their district cum folders; it is time consuming and she wants to leave early for summer break.</li> </ul>	<ul> <li>The teacher says, "I have always known my grade partner to be truthful. If she called in sick, then I believe her.</li> <li>The teacher considers staying late to help some of her students in after- school daycare, but realizes it conflicts with her gym class so she decides against it.</li> <li>The teacher notices a student struggling in his class and sends a quick e-mail to the counselor. When he doesn't get a response, he assumes it has been taken care of.</li> <li>When her grade partner goes out on maternity leave, the teacher said, "Hello" and "Welcome" to her substitute, but does not offer any further assistance.</li> <li>The teacher keeps his district-required grade book up to date, but enters exactly the minimum number of assignments specified by his department chair.</li> </ul>	<ul> <li>The teacher is trusted by his grade partners; they share information with him, confident it will not be repeated inappropriately.</li> <li>Despite her lack of knowledge about dance the teacher forms a dance club at her high school to meet the high interest level of her minority students who cannot afford lessons.</li> <li>The teacher notices some speech delays in a few of her young students; she calls in the speech therapist to do a few sessions in her classroom and provide feedback on further steps.</li> <li>The English department chair says, "I appreciate when attends our after school meetings – he always contributes something meaningful to the discussion.</li> <li>The teacher learns the district's new online curriculum mapping system and writes in all of her courses.</li> </ul>	<ul> <li>When a young teacher has trouble understanding directions from the principal, she immediately goes to the teacher whom she knows can be relied on for expert advice and complete discretion.</li> <li>After the school's intramural basketball program is discontinued, the teacher finds some former student athletes to come in and work with his students who have come to love the after-school sessions.</li> <li>The teacher enlists the help of her principal when she realizes that a colleague was making disparaging comments about some disadvantaged students.</li> <li>The math department looks forward to their weekly meetings; their leader, the teacher is always seeking new instructional strategies and resources for them to discuss.</li> <li>When the district adopts a new webbased grading program, the teacher learned it inside and out so that she could assist her colleagues with implementation.</li> </ul>

#### SUBLICENSE AGREEMENT

Outcomes Associates, Inc. ("OAI"), through its licensee, Teachscape, Inc., grants to the individual ("You") accepting this Sublicense Agreement (the "Agreement") a non-exclusive license to use, for the purposes of the professional development of teachers in the school districts in Your state only, this Complete Framework for Teaching Instrument in PDF format (the "CFTI"). OAI shall own and retain all right, title and interest in and to the CFTI.

You shall not, and shall not permit any third party to: (i) copy, modify, adapt, alter, translate, or create derivative works from the CFTI, except You may make minor modifications for Your use that are required to meet the conditions in Your school, district or state; (ii) merge the CFTI with software or other content, whether online or otherwise, or integrate or incorporate any portions of the CFTI with any other publication, software, database or other content or work in respect of which a copyright could be sought; (iii) sell, lease, rent, loan, or otherwise transfer the CFTI (or access to the CFTI) to any third party for commercial use; (iv) remove or alter any notices in the CFTI; or (v) copy the CFTI except as expressly permitted.

You agree to indemnify and hold harmless OAI and its officers, employees, representatives, affiliates and successors from and against any loss, liability, expense or damage incurred by any of them as a result of Your use of the CFTI or your failure to comply with Your obligations in this Agreement.

THE CFTI IS PROVIDED ON AN "AS IS" BASIS. OAI MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. OAI SHALL NOT BE LIABLE FOR ANY CLAIMS, LOSSES OR DAMAGES INCURRED BY YOU OR ANY OTHER INDIVIDUAL OR ENTITY, INCLUDING CLAIMS FOR LOST PROFITS OR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES BEFOREHAND. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages. In such jurisdictions, our liability is limited to the greatest extent permitted by law, or \$10.00, whichever is less.

This Agreement shall be construed in accordance with the laws of the State of New York, without regard to any conflict of law provisions. OAI may assign its rights and delegate its obligations under this Agreement to any third party. None of the terms and conditions contained herein may be added to, modified, superseded or otherwise altered except by an instrument executed by OAI.

# Appendix XIV (B)

# TEACHSCAPE FRAMEWORK FOR TEACHING Teacher Observation Category Scoring Summary

Teacher		School	
Name:		Year:	
Evaluator:			
Point Values:			
	Highly Effective (Distinguished)	3.50 - 4.00	
	Effective (Proficient)	2.50 - 3.49	
	Developing (Basic)	1.50 - 2.49	
	Ineffective (Unsatisfactory)	0.00 - 1.49	
-	Completed Observations		
90% Observat	<del></del>		
90% Observat	<del></del>		
10% Observat	ion 1		
Reference HE	<u>DI Conversion</u>		
Chart:			
	90% Section		
	10% Section		
	Total	#N/A	Rating

## TEACHSCAPE FRAMEWORK FOR TEACHING

# Teacher Observation Category Scoring Summary Announced Observation #1

# Tenured/Non-Tenured

Teacher Name:	0	School Year:	0
Evaluator Name:		Date of Observation:	
Point Values:			
1 ome varaes.	Highly Effective (Distinguished)	4	
	Effective (Proficient)	3	
	Developing (Basic)	2	
	Ineffective (Unsatisfactory)	1	
Domain 1:	Planning and Preparation (.25 weighting)		
	Component 1a		
	Component 1b		
	Component 1c		
	Component 1d		
	Component 1e		
	Component 1f		
	Total: 0		
	Average per Component: Total	0 ÷	0 = 0.000
	Weighted Score: Average per Component	0.000 x	0.25 = 0.0000
	The Classroom Environment (.27		
Domain 2:	weighting)		
	Component 2a		
	Component 2b		
	Component 2c		
	Component 2d		
	Component 2e		
	Total: 0		
	Average per Component: Total	0 ÷	0 = 0.000
	Weighted Score: Average per Component	0.000 x	0.27 = 0.0000
Domain 3:	Instruction (.35 weighting)		
	Component 3a		
	Component 3b		

	Component 3c Component 3d Component 3e Total:	0					
	Average per Component:	Total	0	÷	0	=	0.000
	Weighted Score: Average		0.000	х	0.35	=	0.0000
	Teacher Name:		0				Page 2
Domain 4:	Professional Responsibili weighting)	ties (.13					
	Component 4a						
	Component 4b						
	Component 4c						
	Component 4d						
	Component 4e						
	Component 4f						
	Total:	0					
	Average per Component:	Total	0	÷	0	=	0.000
	Weighted Score: Average		0.000	х	0.13	=	0.0000
90% Section D	omain Totals:						
	Domain 1	0.0000					
	Domain 2	0.0000					
	Domain 3	0.0000					
	Domain 4	0.0000					
	Total:	0.00	#N/A				Rating

## TEACHSCAPE FRAMEWORK FOR TEACHING

# Teacher Observation Category Scoring Summary Announced Observation #2

## Non-Tenured

Teacher Name:	0	School Year:				0
Evaluator Name:		_ Date of Observatio	n:			
Point Values:						
	Highly Effective (Distinguished)	4				
	Effective (Proficient)	3				
	Developing (Basic)	2				
	Ineffective (Unsatisfactory)	1				
Domain 1:	Planning and Preparation (.25 weighting)					
	Component 1a					
	Component 1b					
	Component 1c					
	Component 1d					
	Component 1e					
	Component 1f					
	Total: 0					
	Average per Component: Total	0	÷	0	=	0.000
	Weighted Score: Average per Component	0.000	х	0.25	=	0.0000
Domain 2:	The Classroom Environment (.27 weighting)					
	Component 2a					
	Component 2b					
	Component 2c					
	Component 2d					
	Component 2e					
	Total: 0					
	Average per Component: Total	0	÷	0	=	0.000
	Weighted Score: Average per Component	0.000	x	0.27	= [	0.0000
Domain 3:	Instruction (.35 weighting)					
	Component 3a					
	Component 3b					

	Component 3c Component 3d Component 3e Total:	0					
	Average per Component:	Total	0	÷	0	=	0.000
	Weighted Score: Average	per Component	0.000	х	0.35	=	0.0000
	Teacher Name:		0	-			Page 2
Domain 4:	Professional Responsibili weighting)	ties (.13					
	Component 4a						
	Component 4b						
	Component 4c						
	Component 4d						
	Component 4e						
	Component 4f						
	Total:	0					
	Average per Component:	Total	0	÷	0	=	0.000
	Weighted Score: Average	per Component	0.000	х	0.13	=	0.0000
90% Section D	omain Totals:						
	Domain 1	0.0000					
	Domain 2	0.0000					
	Domain 3	0.0000					
	Domain 4	0.0000					
	Total	0.00	#NI/A				Pating

## TEACHSCAPE FRAMEWORK FOR TEACHING

# **Teacher Observation Category Scoring Summary Unannounced Observation**

·	· · · · · · ·	· · · · ·			<b>JC</b> .	vaci	_
	Ten	ure	d/No	on-1	en	ured	

Teacher							
Name:		0	School Year:				0
Independent Ev	valuator Name:		_ Date of Observation	1:			
Point Values:							
	Highly Effective (Disting	guished)	4				
	Effective (Proficient)		3				
	Developing (Basic)		2				
	Ineffective (Unsatisfact	cory)	1				
Domain 2:	The Classroom Enviror weighting)	nment (.50					
	Component 22						
	Component 2a Component 2b						
	•						
	Component 2c Component 2d						
	Component 2e						
	Total:	0					
	Total:	0					
	Average per Componei	nt: Total	0	÷	0	=	0.000
	Weighted Score: Avera	ge per Component	0.000	х С	).50	=	0.0000
Domain 3:	Instruction (.50 weight	ting)					
	Component 3a						
	Component 3b						
	Component 3c						
	Component 3d						
	Component 3e						
	Total:	0					
	Average per Componei	nt: Total	0	÷	0	=	0.000
	Weighted Score: Avera		0.000	x C	).50	=	0.0000
10% Section Do		0.0000					
	Domain 2	0.0000					
	Domain 3	0.0000					Dati
	Total:	0.00	#N/A				Rating

# Appendix XIV (C)

# Conversion to HEDI Rating for State Approved Measures 20-Point Scale

Percent Meeting Target	Points	
97%-100%	20	Highly Effective
93%-96%	19	
90%-92%	18	
85%-89%	17	Effective
80%-84%	16	
75%-79%	15	
67%-74%	14	Developing
60%-66%	13	Developing
0070 0070	15	
55%-59%	12	Ineffective
49%-54%	11	
44%-48%	10	
39%-43%	9	
34%-38%	8	
29%-33%	7	
25%-28%	6	
21%-24%	5	
17%-20%	4	
13%-16%	3	
9%-12%	2	
5%-8%	1	
0%-4%	0	

# - SAMPLE -

Dear S	Staff	Men	nber:
--------	-------	-----	-------

Please contact <u>(name)</u> to schedule your initial Annual Professional Performance Review (APPR) conference. All conferences must be completed by November 15 14. Our meeting will be approximately one hour in length.

During the APPR initial conference we will:

- Outline the process
- Review the rubric
- Review student performance data
- Establish student performance targets
- Determine professional development needs/priorities to support your progress on APPR

Please familiarize yourself with the Teacher APPR packet prior to your initial APPR conference and be prepared to identify performance goals within the rubric area.

Thank you.



# ANNUAL PROFESSIONAL PERFORMANCE REVIEW FORM

Staf	f Memb	er:	Position:
Eval	luator:		
Scho	ool year	:	
I.	Initi	al APPR Conference	Date:
	a)	Employee status (please check one) Non-tenured Tenured	
	b)	Outline process and discuss observations	
	c)	Review rubric and forms	
	d)	Evaluator and teacher review student per	formance data
	e)	Evaluator and teacher establish student p	erformance targets
	f)	Evaluator and teacher determine professi support teacher progress on APPR	onal development needs/priorities to
II.	Fina	al APPR Conference	Date:
	a)	Discuss progress towards state and local conversion to state and local HEDI point complete this discussion due to unavail	nts and ratings. May not be able to
		Student Performance Category Point	es: Rating:
	b)	Review rubric ratings and conversion to	HEDI points and rating.
		<b>Teacher Observation Category Point</b>	s: Rating:
	c)	Complete Summative Evaluation includi extent that state assessment data is available.	ng composite HEDI score and rating to the lable.
		Overall Rating:	

Staff Memb	ber:	
d)	Areas of Strength (based on teacher evaluation rubric):	
e)	Areas for Growth (based on teacher evaluation rubric):	
f)	Establish professional development goal(s) based on needs evident in APPR evaluation.	
Evaluation b	rs whose assessment data is not available for the completion of the Summative by Teacher Checkout Date: Last Day, as per approved school calendar, the evuided by September 1.	
	s signature: Date:	
Staff member	per's signature: Date:	
	Personnel File Supervisor Employee	

# **Monroe 2-Orleans BOCES Observation Reports**





# PLANNING AND PREPARATION GUIDE PRE-OBSERVATION REPORT

Name:	Date of Pre-Observation:
Subject/Area:	Observer:
Time:	Date of Observation:
	Lesson/Activity:
Directions: Unit members should complete observation meeting or submit a lesson pla	e the following questions in preparation for their pre- n with same information.
1a. <u>Demonstrating Knowledge of Conte</u>	nt and Pedagogy
Please explain how this unit or lesson demo	onstrates your content knowledge:
	related to this content area? able to do before they can master these concepts? dagogical approaches work best to help students master
1b. Demonstrating Knowledge of Stude	<u>nts</u>
Please explain how you used knowledge of groupings:	f your students to develop this lesson and student

Things to consider when planning for 1b:

- What do you know about the levels of development for your students?
- What do you know about your students' background, cultures, skills, language proficiency, interests, and special needs?
- What are the different ways that you group your students?
- How are decisions about student groupings made?

# 1c. Setting Instructional Outcomes

Please explain how the outcomes you set for a unit or lesson align to both your content knowledge and knowledge of students and demonstrate what students will learn and do within the unit or lesson:				
<ul> <li>Things to consider when planning for 1c:</li> <li>Do the outcomes represent the most important concepts/learning in this content area?</li> <li>Are the outcomes clearly written?</li> <li>Do the outcomes represent different types of learning?</li> <li>Can you assess these outcomes?</li> <li>Can these outcomes be modified for individual students?</li> </ul>				
1d. <u>Demonstrating Knowledge of Resources</u>				
Please describe the resources that were used to develop this unit or lesson as well as the resources students will be using throughout the unit or lesson:				
<ul> <li>Things to consider when planning for 1d:</li> <li>What instructional resources are available to assist the teacher?</li> <li>What types of resources can be obtained through professional organizations and universities to assist the teacher?</li> <li>What resources are available to the students within the classroom?</li> <li>What additional resources can be made available to the students?</li> <li>How do the resources connect to student outcomes?</li> </ul>				
1e. Designing Coherent Instruction				
Please describe how this lesson fits within your unit/topic as well as the specific learning experiences that will be provided to students:				

Things to consider when planning for 1e:

- How will this lesson or unit be structured?
- What learning experiences will be provided?
- How will these experiences be differentiated for students?
- What materials and resources will students be using?
- Do the learning experiences align to the outcomes?

# 1f. Designing Student Assessment

Please describe how the instructional outcomes of this lesson will be assessed (formative	e) as well
as how the assessment aligns to both future instruction and summative assessments:	

Things to consider when planning for 1f:

- What outcomes will be assessed?
- How will these outcomes be assessed?
- What is the performance criteria for the assessment?
- Can the assessment be adapted for individual students?
- How will the assessment information be used?



# POST-OBSERVATION MEETING FORM # ANNOUNCED OBSERVATION

Teacher:	Date:
1. Observation Script:	
Record of Observed Evidence (script) and alignm (date).	nent to rubric sent to teacher on
<b>POST-OBSERVATION MEETING:</b>	
Post-observation comments (related to the observation Questions for Domain 4)	on only for Domains 1-4; see Discussion
A. Summary of discussion (align questions, discuss	ion, etc., to the rubric component):
B. Areas of strength identified in the observation (in component, use rubric language to explain why	1 0
C. Areas of growth identified in the observation (incomponent, use rubric language to explain why	
D. Domain 4 discussion of areas of strength and gro	owth.
Observation Score: Observation Rating:	
Evaluator's Signature:	Date:
Staff Member's Signature:	Date:



# UNANNOUNCED OBSERVATION FORM

Name:	Independent Evaluator:		
Date:			
Class Observed:	Time:		
Script and Rubric Alignment:			
Elements of Effective Instruction of Not	<u>e:</u>		
Elements of Effective Instruction for Fun	rther Consideration:		
Date of Teacher Communication:			
<u>Teacher Comments</u> :			
Observation Score:	Observation Rating:		
Independent Evaluator's Signature:		Date:	
Teacher's Signature:		Date:	



#### **DISCUSSION QUESTIONS FOR DOMAIN 4**

Directions: This form is used to guide the discussion of components in Domain 4.

#### 4a. Reflection on Teaching

- How would you describe the effectiveness of this lesson?
- In what ways could this lesson have been improved?

#### 4b. Maintaining Accurate Records

- What is your system for monitoring completion of assignments?
- What is your system for monitoring student progress?
- Can you describe the non-instructional records that you keep?
- What role do the students have in record keeping?
- How do students contribute to record keeping or help maintain records?

## 4c. Communicating with Families

- How is information about the instructional program shared with families?
- How are families engaged in the instructional program?
- How is information about student progress shared with families?
- What role do the students have in sharing information with families?
- Can you describe a parent question/concern that you addressed this year?

## 4d. Participating in a Professional Community

- How have you cooperated/collaborated with colleagues?
- What school or district events/projects have you participated in?
- What leadership roles have you assumed?
- What contributions do you think you've made to the school/district?

## 4e. Growing and Developing Professionally

- Describe the professional development you've had this year. How have these opportunities impacted instruction?
- Have you initiated any professional development opportunities?
- Can you give an example of feedback you've received from a colleague or supervisor?
- How did this feedback effect instruction?
- What professional organizations do you participate in?
- How has this participation impacted your instruction?
- Do you have any leadership roles in these organizations?

#### 4f. Showing Professionalism

- Can you describe a situation where you demonstrated honesty, integrity, and confidentiality?
- How have you advocated for students?
- How have you addressed specific student needs?
- Can you describe a situation where you challenged negative attitudes or practices?
- Can you describe how you've assumed a leadership role in a decision-making process?

## Monroe 2-Orleans BOCES Appendix XIV (G) Student Performance Category Target Setting Student Data Collection Worksheet (optional)

Measure	Year/Grade Level	Score/Rank	Comments
Standardized tests:			
ELA			
Math			
Other:			
Literacy Benchmarks:			
DRA			
QRI			
DSA			
Writing			
Other:			
IEP Goals:			
Reading			
Writing			
Math			
Social/Emotional			
Other:			
IEP Info PLEPS:			
Academic			
Social			
Management			
Physical			
Transcript data:			
GPA:			
Class Performance and Participation:			
Classroom observations:			
Pre-assessment:			

#### **New York State Student Learning Objective Template**

	All SLOs MUST include the following basic components:
Population	These are the students assigned to the course section(s) in this SLO - all students who are assigned to the course section(s) must be included in the SLO. (Full class rosters of all students must be provided for all included course sections.)
Learning Content	What is being taught over the instructional period covered? Common Core/National/State standards? Will this goal apply to all standards applicable to a course or to specific priority standards?
Interval of Instructional Time	What is the instructional period covered (if not a year, rationale for semester/quarter/etc.)?
Evidence	What specific State-developed or State-approved assessment(s) will be used to measure this goal? The assessment selected must align to the learning content of the course. State assessments (including NYS Regents examinations, NYS Regents equivalents, and/or any State- approved equivalents) must be used as evidence if one of the courses required to have an SLO has a State assessment.
Baseline	What is the starting level of students' knowledge of the learning content at the beginning of the instructional period?

#### **New York State Student Learning Objective Template**

#### (Cont'd)

Target(s)	perio	What is the expected outcome (target) of students' level of knowledge of the learning content at the end of the instructional period? (All targets must include a minimum of one year of expected academic growth and all targets must be approved by the superintendent or another trained administrator serving as his or her designee.)																			
	Distr	HIGHLY EFFECTIVE DEVEL-OPING  DEVEL-OPING  DEVEL-OPING  DEVEL-OPING																			
HEDI Scoring																					
20 19 18 17 16 15 14 13 12						12	11	10	9	8	7	6	5	4	3	2	1	0			
	97- 100 %	93- 96%	90- 92%	85- 89%	80- 84%	75- 79%	67- 74%	60- 66%	55- 59 %	49- 54%	44- 48%	39- 43%	34- 38%	29- 33%	25- 28%	21- 24%	17- 20%	13- 16%	9- 12%	5- 8%	0- 4%
Rationale	instr	00 06% 02% 80% 84% 70% 74% 66% 59 54% 48% 43% 38% 33% 38% 24% 20% 16% 12% 8% 40%																			

#### **SAMPLE**

#### **New York State Student Learning Objective Template**

**SAMPLE** 

	All SLOs MUST include the following basic components:									
Population	These are the students assigned to the course section(s) in this SLO - all students who are assigned to the course section(s) must be included in the SLO. (Full class rosters of all students must be provided for all included course sections.)  All 7-9 <sup>th</sup> grade students at Ridgecrest Academy.									
	What is being taught over the instructional period to a course or to specific priority standards?  Students will be taught how to read information students will be assessed on the following NY	onal texts critically, develop claims and suppor 'S ELA Learning Standards:	t them in writing with details from texts. The							
Loorning	<b>7</b> <sup>th</sup> <b>grade</b> RI.7.1- Cite several pieces of textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text.	8 <sup>th</sup> grade  RI.8.1- Cite the textual evidence that most strongly supports an analysis of what the text says explicitly as well as inferences drawn from the text.	9 <sup>th</sup> and 10 <sup>th</sup> grade  RI.9-10.1- Cite strong and thorough textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text.							
Learning Content	RI.7.8- Trace and evaluate the argument and specific claims in a text, assessing whether the reasoning is sound and the evidence is relevant and sufficient to support the claims.	RI.8.8- Delineate and evaluate the argument and specific claims in a text, assessing whether the reasoning is valid and the evidence is relevant and sufficient, identify false statements and fallacious reasoning.	RI.9-10.8- Delineate and evaluate the argument and specific claims in a text, assessing whether the reasoning is valid and the evidence is relevant and sufficient, identify false statements and fallacious reasoning.							
	W.7.1- Write arguments to support claims with clear reasons and relevant evidence.	W.8.1- Write arguments to support claims with clear reasons and relevant evidence.	W.9-10.1- Write arguments to support claims in an analysis of substantive topics or texts, using valid reasoning and relevant and sufficient evidence.							
	W.7.4- Produce clear and coherent writing in which the development, organization, and style are appropriate to the task, purpose, and audience.	W.8.4- Produce clear and coherent writing in which the development, organization, and style are appropriate to the task, purpose, and audience.	W.9-10.4- Produce clear and coherent writing in which the development, organization, and style are appropriate to the task, purpose, and audience.							

	W.7.9- Draw evidence from literary or	W.8.9- Draw evidence from literary or	W.9-10.9- Draw evidence from literary or					
	informational texts to support analysis, reflection and research.	informational texts to support analysis, reflection and research.	informational texts to support analysis, reflection and research.					
	L.7.1- Demonstrate command of the	L.8.1- Demonstrate command of the	L.9-10.1- Demonstrate command of the					
	conventions of standard English grammar and usage when writing or speaking.	conventions of standard English grammar and usage when writing or speaking.	conventions of standard English grammar and usage when writing or speaking.					
	L.6.2- Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.	L.6.2- Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.	L.9-10.2- Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.					
	L.6.6- Acquire and use accurately general academic and domain-specific words and phrases, sufficient for reading, writing, speaking, and listening at the college and	L.6.6- Acquire and use accurately general academic and domain-specific words and phrases, sufficient for reading, writing, speaking, and listening at the college and	L.9-10.6- Acquire and use accurately general academic and domain-specific words and phrases, sufficient for reading, writing, speaking, and listening at the					
	career readiness level; demonstrate independence in gathering vocabulary knowledge when considering a word or phrase important to comprehension or	career readiness level; demonstrate independence in gathering vocabulary knowledge when considering a word or phrase important to comprehension or	college and career readiness level; demonstrate independence in gathering vocabulary knowledge when considering a word or phrase important to					
	expression.	expression.	comprehension or expression.					
Interval of Instructional Time	What is the instructional period covered (if not a y 2017-18 school year	ear, rationale for semester/quarter/etc.)?						
			The assessment selected must align to the learning					
	content of the course. State assessments (includin		lents, and/or any State- approved equivalents)					
Evidence	must be used as evidence if one of the courses required to have an SLO has a State assessment.  Monroe 2-Orleans Department of Exceptional Children Grades 6-12 Literacy Task							
	What is the starting level of students' knowledge of	of the learning content at the beginning of the inst	tructional period?					
Baseline	Baseline scores were determined as a result of the administration of an approved literacy writing prompt. (Attachment of SLO Student Data Sheet is acceptable.)							

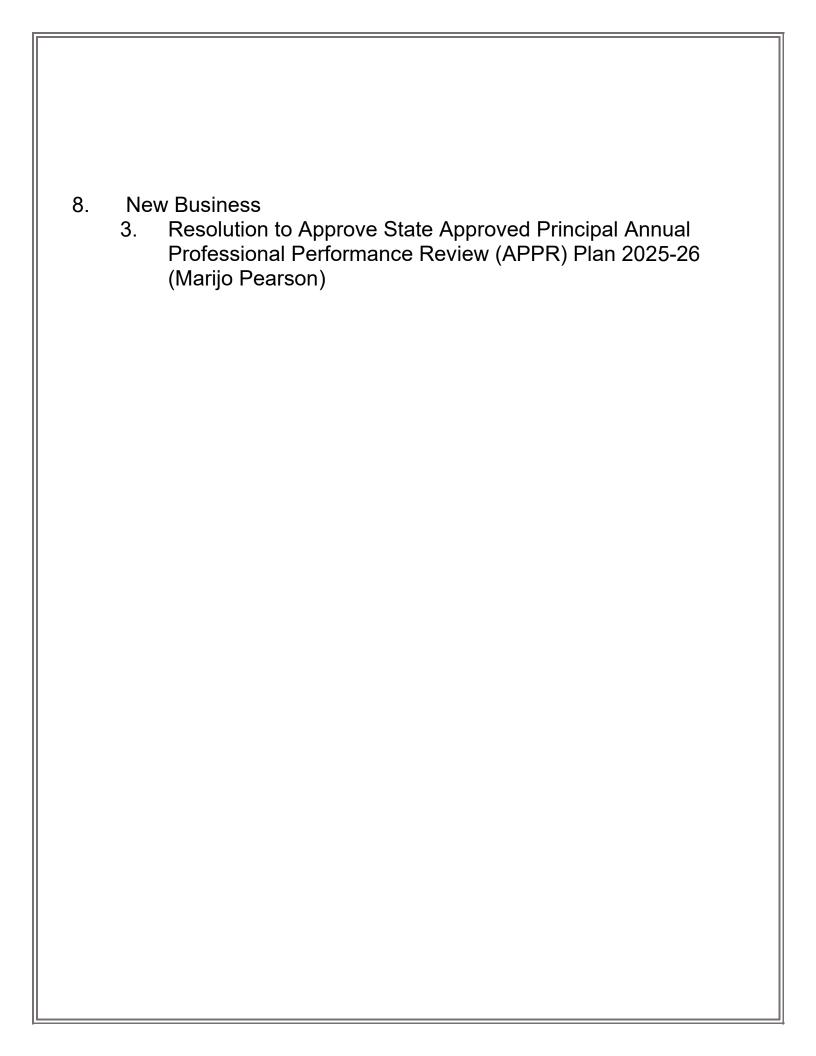
Target(s)	includ servin Targe	What is the expected outcome (target) of students' level of knowledge of the learning content at the end of the instructional period? (All targets must include a minimum of one year of expected academic growth and all targets must be approved by the superintendent or another trained administrator serving as his or her designee.)  Targets were determined following meeting with supervisor and included discussion of baseline scores and other pertinent data relative to student performance. (Attachment of SLO Student Data Sheet is acceptable.)																			
	Distric	Districts and BOCES must use the State-determined scoring ranges to determine final scores and HEDI ratings.																			
HEDI Scoring	HIGHLY EFFECTIVE			EFFECTIVE		DEVEL- OPING		INEFFECTIVE													
	20	19	18	17	16	15	14	13	12	11	10	9	8	7	6	5	4	3	2	1	0
	97- 100 %	93- 96%	90- 92%	85- 89%	80- 84%	75- 79%	67- 74%	60- 66%	55- 59 %	49- 54%	44- 48%	39- 43%	34- 38%	29- 33%	25- 28%	21- 24%	17- 20%	13- 16%	9- 12%	5- 8%	0- 4%
				-			-	-	•	-						-			ctional p	oractice	s to
Rationale	suppo altern	Describe the reasoning behind the choices regarding the components of the SLO and how the SLO will be used together with instructional practices to prepare students for future growth and development in subsequent grades/courses, as well as college and career readiness.  This SLO supports students need to be able to critically read and understand informational text in a way that enables them to form a claim, support the claim with relevant textual evidence and sufficient reasoning, and present rationale that counters potential opposing or alternate claims. These skills will allow students to become critical consumers of information and can be applied to future assessments including the NYS ELA Regents, NYS Global Regents, and NYS US History Regents.																			

#### SLO STUDENT DATA SHEET

Teacher:		Course/Class:								
SLO Target:										
Student Name	Baseline Assessment	Target	Summative Assessment	Target Met? Yes (1) No (0)						
				( ) ( )						
Total # of students:				% Met:						

## TEACHER APPR IMPROVEMENT PLAN FORMAT (For §3012-d)

		address performance areas in need ee's progress in the areas identifie	d of improvement. This improvement d in need of improvement.
NAME:			
TITLE:			
DEPARTMENT:			
SUPERVISOR:			
AREA(S) OF CONCERN	PERFORMANCE INDICATORS	ACTION STEPS	PROGRESS REVIEWED/DATE
Employee's Signature:		Date:_	
Supervisor's Signature:		Date:	





#### PRINCIPAL ANNUAL PROFESSIONAL PERFORMANCE REVIEW

#### Table of Contents

	Page(s)
I.	Mission and Vision
II.	Introduction2
III.	Applicability2
IV.	Plan Requirements
V.	Training for Principal Evaluators and Principals
VI.	Principal Observation Category5
VII.	Student Performance Category
/III.	Principal Improvement Plans
IX.	APPR Appeals Procedure
X.	Timeline for Implementation of APPR Process
XI.	APPR Plan Duration
XII.	Appendices – APPR Rubric & Forms
	A. Principal Evaluation Rubric

#### I. Monroe 2-Orleans BOCES Mission and Vision

#### Mission

We provide quality, cost-effective educational services in partnership with school districts and the community in a manner that supports excellence and equity for all learners. We are committed to customer satisfaction, continuous improvement, and personal and professional growth.

#### Vision

Monroe 2—Orleans BOCES is the educational partner of choice. We strive for continuous improvement in serving the diverse needs of our community, helping all students achieve their full potential.



#### II. Introduction

The Monroe 2-Orleans BOCES Board recognizes that continuous improvement of staff is directly correlated to student achievement. It is further understood that supervision and evaluation of personnel is a critical component of continuous improvement. As agreed upon by the Chief Executive Officer and the Administrators Association, and approved by the New York State Education Department (NYSED), an annual evaluation will be used to improve instruction and promote continued staff development in alignment with the Interstate School Leaders Licensure Consortium (ISLLC) Standards, NYS Teaching Standards and NYS Learning Standards.

#### III. Applicability

The term *principal* is defined in 8 NYCRR §3012-d as a principal or co-principal of a registered public school or an administrator in charge of an instructional program of a school district or BOCES. This includes any BOCES administrator that meets this definition. The process described herein shall be applicable to the following unit members: executive principal, principal and special education supervisors whose student population consists of at least 30% of students who are covered by a State-provided growth measure or a Student Learning Objective for growth.

#### IV. Plan Requirements

Under Education Law §3012-d, each principal must receive an APPR resulting in a single composite effectiveness score and a rating of "Highly Effective," "Effective," "Developing," or "Ineffective." The rating will be determined as follows:

- <u>Student Performance Category:</u> This portion of the plan includes student growth based on either a State provided Growth Score or (for grades/subjects where no State assessment or Regent's exam currently exists) a SLO based on a BOCES-determined assessment that has been State approved.
- <u>Principal Observation/Visit Category:</u> This portion of the plan includes principal observations by a trained lead evaluator of principals.

Evaluations conducted under this APPR plan shall differentiate principal effectiveness using a composite effectiveness score which takes into consideration two categories: Principal Observation/Visit Category and Student Performance. The matrix below will be used to determine a principal's composite rating based on the two categories of the evaluation.

Two Category Matrix used for Annual APPR Score

Categories		Te	acher Observa	tion	
	Ratings	Highly Effective (H)	Effective (E)	Developing (D)	Ineffective (I)
mance	Highly Effective (H)	Н	Н	E	D
Student Performance	Effective (E)	Н	E	E	D
Studen	Developing (D)	Е	Е	D	I
	Ineffective (I)	D	D	I	I

The intent of the evaluation system is to foster a culture of continuous growth for professionals, to provide a clear process of evaluation that uses an established set of criteria or rubrics that define a professional process, and to create an environment that promotes conversation and reflection about their craft in order to extend and enhance professional practice.

The APPR is required to be a significant factor in employment decisions including, but not limited to: retention, tenure determination, and termination. Each decision is to be made in accordance with statutes and regulations, which are locally developed and collectively bargained.

The BOCES Board will adopt an APPR plan by the NYSED determined deadline each school year. The BOCES shall submit the plan on a form prescribed by the Commissioner, to the State Education Department for approval. Should the plan be rejected, any deficiencies that are subject to negotiations shall be resolved through collective bargaining, and the plan resubmitted. If all the terms of the plan have not been finalized by the deadline as a result of pending collective bargaining, then the BOCES shall submit the APPR to the commissioner upon resolution of all its terms, consistent with Article Fourteen of the civil service law. It is understood by both parties that the BOCES shall not unilaterally impose the APPR under any conditions and any changes to the APPR must be collectively bargained.

Both the BOCES and the BOCES 2 Administrators Association agree that all forms needed to support the APPR plan will be collaboratively created and mutually agreed upon.

#### V. Training for Principal Evaluators and Principals

#### **Evaluators**

Only fully NYS certified administrators (SAS, SBL, SDL, Certificate of Internship, etc.), that have been hired as administrators in this BOCES may evaluate principals.

Any fully certified administrator who evaluates principals for the purpose of determining an APPR rating shall be fully trained and/or certified as required by Education Law §3012-d and the Regulations of the Commissioner of Education prior to completion of principal evaluations. The BOCES District Superintendent will ensure that all lead and independent evaluators have been trained and certified in accordance with regulation.

The BOCES will work to ensure that lead evaluators and independent evaluators maintain interrater reliability over time and that they are re-certified as required by Education Law §3012-d, receiving updated training on any changes in the law, regulations or applicable collective bargaining agreements.

Any evaluation or APPR rating that is determined in whole or in part by an administrator who is not fully trained and/or certified to conduct such evaluations shall, upon appeal by the subject of the evaluation or APPR rating, be deemed to be invalid and shall be expunged from the principal's record and will be inadmissible as evidence in any subsequent disciplinary proceeding. The invalidation of an evaluation or APPR rating for this reason shall also preclude its use in any and all employment decisions.

The BOCES District Superintendent will maintain records of certification and training of evaluators. In the event that an evaluator does not successfully complete the required certification/training prior to the completion of principal evaluations, the BOCES District Superintendent will notify the BOCES 2 Administrators' Union President in writing. The notification to the union president will occur by June 15<sup>th</sup> of the school year.

#### **Principals**

Recognizing that an understanding of the content and use of the APPR plan is beneficial to both the BOCES and the BOCES Administrators' Association, collaboration between both parties will guide the initial implementation and implementation of future revisions to this plan. Therefore, both the BOCES and the BOCES 2 Administrators' Association will share the responsibility and work in partnership to provide initial training and any necessary future training for the APPR plan.

A copy of the APPR plan will be provided electronically to unit members by their supervisor.

Training for newly hired principals subject to their BOCES APPR will be done within the first month of their hire. New principals commencing employment during the school year will receive training as designed by the Assistant Superintendent of Curriculum, Instruction and Professional Development.

#### VI. Principal Observation Category

The parties agree to use the *Multidimensional Principal Performance Rubric* (2011) approved by NYSED. Evidence gained from building visits, classroom observations, meeting minutes, review of NYS assessment results, review of pertinent school documents/records, and any other additional evidence sources, will be looked at in a holistic manner when considering the ratings for the final rubric.

Unit member appraisals will be based on evidence collected via the processes detailed below and subsequently discussed during other natural professional conversations. Professional conversations shall be defined as ongoing conversations between a unit member and his/her evaluator that focus on professional practice, rubric scoring, targeted feedback and suggested instructional/program modifications, and professional development. *All observation/evaluation documentation will be completed using an evaluation software program.* 

#### 1) Visits

Visits will be an evidence source for all six domains of the *Multidimensional Principal Performance Rubric*. Evidence gained from visits will be looked at in a holistic manner when considering the final ratings for the final rubric. For non-tenured principals, there will be one announced observation/visit per semester by the lead evaluator and one unannounced by the independent evaluator to occur between the two announced observations/visits. For tenured principals, there will be one announced observation/visit by the lead evaluator to be scheduled during the first semester, and one unannounced observation by the independent evaluator to occur during the second semester.

Announced Observations/Visits: The announced visits are conducted by the lead evaluator and will consist of no less than 30 minutes and no more than 60 minutes in length. Each announced visit will include a pre-meeting to discuss the areas of focus from the rubric and to review the classes and/or meetings that will be visited. The announced visits also will include a debrief meeting that may occur at the conclusion of the visit or within 10 school days and to be followed up with written feedback and aligned to the rubric areas. The announced visits will account for 90% of the Observation Category Score.

**Unannounced Observation/Visit:** Unannounced Observation/Visit will be defined as a visit by an independent evaluator of which the principal has no prior knowledge of the observation date and time. The unannounced observation/visit by an independent evaluator will constitute 10% of the Observation Category score.

There will be one unannounced visit during the second semester. The unannounced observation/visit shall be no less than 20 minutes and no more than 40 minutes in length and the principal must be present. The unannounced observation/visit can include but is not limited to: visits to classrooms, attendance at team or faculty meetings, department unannounced visit. A post observation/visit communication will occur between the independent evaluator and the principal prior to the scoring of the observation/visit. The independent evaluator will provide written feedback (see form) within 5 school days of the visit, and/or meetings. There will not be a pre-meeting for the unannounced visit.

The report will include an overall score for the unannounced observation/visit based on a 4-point scale as prescribed by Commissioner's regulation. The score will be determined by adding the individual component rating for each observed dimension within the Domain (see form). The resulting number is the score for the visit and the 10% section. This number will be added to the 90% Section score and converted to a HEDI rating that represents the Principal Observation/Visit Category consistent with the standards prescribed by the Commissioner in Regulation.

### 2) Weighting of Announced Observation/Visit HEDI Rating for Professional Practice Measures of Principal Effectiveness:

a. Each domain of the rubric is weighted per the following:

Domain 1: Shared Vision of Learning - .15

Domain 2: School Culture and Instruction Program – .25

Domain 3: Safe, Efficient, Effective Learning Environment – .25

Domain 4: *Community* – .12

Domain 5: Integrity, Fairness, Ethics – .12

Domain 6: Political, Social, Economic, Legal and Cultural Context - .11

- b. Each domain of the rubric is rated by the principal evaluator on a 1-4 point scale: Highly Effective (4); Effective (3); Developing (2); and Ineffective (1). The point values for each rubric domain are totaled and divided by the total number of components and then multiplied by a weighting factor to arrive at a domain average score. The average scores per domain are totaled for an overall rubric score. That total score is converted to HEDI points and a rating using the conversion table in the appendices.
- c. The scoring band ranges are as follows:

Overall Score	HEDI Rating
0 - 1.499	INEFFECTIVE
1.5 - 2.499	DEVELOPING
2.5 - 3.499	EFFECTIVE
3.5 – 4.0	HIGHLY EFFECTIVE

A detailed conversion chart can be found at the end of this document.

In the event that a principal earns a score of 1 on all rated components of the rubric across all observations, a score of 0 will be assigned.

#### VII. Student Performance Category

The Student Performance Category will be based on the Student Learning Objectives (SLO). The SLO process will be based on guidance from NYSED and in collaboration with the BOCES 2 Administrators Association. The final decision as to the student growth targets shall be determined in collaboration with the lead evaluator.

The SLO process will be used as prescribed by NYSED. The HEDI conversion chart for the student performance category of the APPR is in the Appendices.

Assessments to be used in the SLO process will be approved by NYSED. The assessments will be the same as negotiated by BOCES 2 United Professionals (B2UP). The assessments will be secure and not disseminated to students prior to assessment administration. The HEDI points and rating for this section will be based on the percentage of students meeting their growth targets. The NYSED required HEDI conversion chart for the student growth measure for this Student Performance Category of the APPR is below:

#### **Principal Performance Scoring Ranges: SLOs**

<b>Highly Effective</b>	Effective	Developing	Ineffective
18-20 points	15-17 points	13-14 points	0-12 points
<b>90-100% of students</b>	75-89% of students	60-74% of students	0-59% of students
meeting or	meeting or	meeting or	meeting or
exceeding expected	exceeding expected	exceeding expected	exceeding expected
growth targets.	growth targets.	growth targets.	growth targets.

#### VIII. Principal Improvement Plans

The following procedures shall govern the implementation and use of principal improvement plans ("PIP") which are required by Education Law §3012-d and 8 NYCRR 30-2.10.

#### APPEALS OF DEVELOPING OR INEFFECTIVE PIPS ONLY

Use of a PIP that is created due to a principal's APPR score/rating, shall be limited only to instances where the principal has received an overall rating of "ineffective" or "developing" based on his/her single composite effectiveness score. Therefore, an appeal of a PIP is limited to the BOCES' issuance and/or implementation of the terms of the PIP under Education Law § 3012-d noting an appeal of the overall APPR is for a rating of "ineffective" or "developing" only.

#### TIME FRAME FOR PIP

The PIP must be implemented no later than 10 school days after the opening of classes in the school year following the school year for which such principal's performance is being measured.

#### **CONTENTS OF PIP**

The PIP will identify the areas that need improvement (i.e., deficiencies that resulted in the ineffective or developing rating); include a timeline for achieving improvement; indicate the manner in which the improvement will be assessed; and include the differentiated activities to support and assist the principal in the improvement (i.e., providing mentoring, PD, courses/opportunities, PD literature, etc.).

The principal, his/her supervisor, the Director of Human Resources or his/her designee, and a union representative will meet to discuss the contents of the PIP prior to implementation. The principal's supervisor is the final decision maker of the PIP's contents.

#### **APPEAL**

A principal may appeal the implementation of the PIP in accordance with the appeals procedure contained herein. The appeal of a PIP will not affect the BOCES right to dismiss a probationary principal, deny tenure, or serve to otherwise lengthen the probationary period.

#### IX. APPR Appeals Procedure

#### APPEALS OF INEFFECTIVE and DEVELOPING RATINGS ONLY

Appeals of an annual professional performance review shall be limited only to those where the principal has received an overall rating of "Ineffective" or "Developing" based on his/her single composite effectiveness score.

#### WHAT MAY BE CHALLENGED IN AN APPEAL

In an appeal, the principal may only challenge:

- The substance of the annual professional performance review.
- The BOCES' adherence to the standards and methodologies required for such reviews, pursuant to Education Law §3012-d.
- The adherence to the regulations of the New York Commissioner of Education, as applicable to such reviews.
- Compliance with any applicable locally negotiated procedures applicable to this plan.
- The BOCES' issuance and/or implementation of the terms of the principal improvement plan under Education Law §3012-d.

#### PROHIBITION AGAINST MORE THAN ONE APPEAL

A principal may not file multiple appeals regarding the same performance review or principal improvement plan. All grounds for appeal must be raised with specificity within one appeal, provided that the principal knew or could have reasonably known the ground(s) existed at the time the appeal was initiated, in which instance a further appeal may be filed but only based upon such previously unknown ground(s).

#### **BURDEN OF PROOF**

In an appeal, the principal has the burden of demonstrating by clear and convincing evidence that his/her overall rating of "ineffective" or "developing" was affected by substantial error or defect.

#### TIME FRAME FOR FILING APPEAL

Appeals must be submitted in writing to the BOCES District Superintendent no later than 10 school days after receipt by the principal either of his/her official annual professional performance review or the improvement plan. The failure to file an appeal within these timeframes shall be deemed a waiver of the right to appeal and the appeal shall be deemed abandoned.

When filing an appeal, the principal must submit a detailed written description of the specific areas of disagreement over his/her performance review/principal improvement plan and any additional documents or materials relevant to the appeal. The performance review and/or improvement plan being challenged must be submitted with the appeal. Any information not submitted at the time the appeal is filed will not be considered.

#### TIME FRAME FOR BOCES RESPONSE

Within 10 school days of receipt of an appeal, the BOCES staff member (s) who issued the performance review or who is responsible for either the issuance and/or implementation of the terms of the principal's improvement plan must submit a detailed written response to the appeal to the BOCES District Superintendent. The response must include all additional documents, written materials, or other evidentiary materials specific to the point(s) of disagreement and are relevant to the resolution of the appeal. Any such information that is not submitted at the time the response is filed shall not be considered in the deliberations related to the resolution of the appeal.

The principal initiating the appeal shall receive a copy of the response filed by the BOCES, and all additional information submitted with the response, at the same time the BOCES files its response.

Notwithstanding the above time frames, an appeal does not serve to lengthen a principal's probationary period. The BOCES reserves its right to terminate a probationary principal and/or to make a tenure determination pending an appeal.

#### **DECISION-MAKER ON APPEAL**

A decision shall be rendered by the District Superintendent or the District Superintendent's designee, except that an appeal may not be decided by the same individual who was responsible for making the final rating decision. In such a case, the District Superintendent must appoint a designee to decide the appeal.

#### **DECISION**

A written decision on the merits of the appeal shall be rendered no later than 30 school days from the date upon which the unit member filed his/her appeal. The appeal shall be based solely on the written record, comprised of the principal's appeal papers and any documentary evidence which accompanied the appeal, as well as the BOCES response to the appeal and additional documentary evidence submitted with such papers. Such decisions shall be final and binding on the parties and shall not be subject to any further appeal through any other process including grievance or arbitration procedures contained within the BOCES 2 Administrative Supervisory Association collective bargaining agreement, adjudication before an administrative body or individual (including but not limited to the Commissioner of Education) or court action.

The decision shall set forth the reasons and factual basis for each determination on each of the specific issues raised in the principal's appeal. If an appeal is sustained in whole or in part, the decision maker may set aside a rating and direct that a new evaluation (or portion thereof) be conducted or award such other relief as he/she deems appropriate under the circumstances. A copy of the decision shall be provided to the principal and the evaluator.

#### X. Timeline for Implementation of APPR Process

The timelines below are established as guidelines to assist in an orderly implementation for the 2024-2025 2025-2026 school year. It is understood that these timelines may need to be adjusted on an organizational or individual basis based on practicality and emerging factors:

- 1. Initial APPR meeting with Principals (by October 30th):
  - a. Review overall APPR Process/Rubric.
  - b. Discuss evidence sources per domain and responsibility for collecting and analysis.
  - c. Discuss schedule for visits.
- 2. Proceed with visits as described in Section VI above.
- 3. Submission of evidence aligned to rubric (ongoing with final submission by June 30th)
- 4. End of the year evaluation meeting (to be held by July 15th)

#### XI. APPR Plan Duration

This agreement remains in effect until both parties negotiate the amendments hereto.

## PRINCIPAL APPR MONROE 2-ORLEANS BOCES ANNUAL PERFORMANCE PROGRAM REVIEW PROCESS

Timeline	Tenured	Non-Tenured	Action
By October 30	Yes	Yes	Initial APPR Conference
Ongoing	Yes	Yes	Submission of Evidence aligned to Rubric
By the End of the First Semester	Yes	Yes	Announced Visit
By the End of the Second Semester	Yes	Yes	Unannounced Visit  No pre-meeting Post visit debrief Written Feedback within 5 days (via email)
By the End of the Second Semester	No	Yes	<ul> <li>2<sup>nd</sup> Announced Visit</li> <li>Pre-meeting</li> <li>Visit</li> <li>Debrief Conversation (same day as visit)</li> <li>Post Visit Meeting (no later than 10 working days after visit)</li> </ul>
By June 30	Yes	Yes	Final Submission of Evidence aligned to Rubric
By July 15	Yes	Yes	Final APPR Conference

# Monroe 2-Orleans BOCES APPR RUBRIC & FORMS



# PRINCIPAL EVALUATION RUBRIC

#### Domain 1 – Shared Vision of Learning

An education leader promotes the success of every student by facilitating the development, articulation, implementation, and stewardship of a vision of learning that is shared and supported by all stakeholders.

	Ineffective	<b>Developing</b>	Effective 3	Highly Effective
Culture <sup>1</sup> (attitudes, knowledge, behaviors, and beliefs that characterize the school environment and are shared by its stakeholders)	claims to have a vision and mission for the school, but keeps it private	identifies the school's vision and mission, and makes them public	collaborates with key stakeholders in the school to develop and implement a shared vision and mission for learning	engages stakeholders representing all roles and perspectives in the school in the development, monitoring, and refinement of a shared vision <sup>2</sup> and mission for learning
	school vision and mission are unrelated to the district vision and mission	school vision and mission are created in isolation of the district's vision and mission and aligned as an afterthought	school vision and mission align with the vision and mission of the district	school vision and mission intentionally align with the vision and mission of the district and contribute to the improvement of learning district wide
	disregards the need to use the school's vision and mission to guide goals, plans and actions	refers to the school vision and mission as a document unconnected to programs, policies, or practices	explicitly links the school's vision and mission to programs and policies	uses the school's vision and mission as a compass to inform reflective practice, goal setting, and decision- making
Sustainability (a focus on continuance and meaning beyond the present moment, contextualizing today's successes, and improvements as the legacy of the future)	assumes that the school's improvement is either an event or the responsibility of a single individual	provides selected staff with opportunities to discuss school improvement efforts	has a process and structure in place for organizational improvement and uses it to assess the school	uses and regularly evaluates strategic processes and structures to promote the school's continuous and sustainable improvement

<sup>&</sup>lt;sup>1</sup> In the electronic version, Culture is hyperlinked to an input PowerPoint.

<sup>&</sup>lt;sup>2</sup> In the electronic version, shared vision is hyperlinked to an annotated shared visioning activity.

#### Domain 2 – School Culture and Instructional Program

An education leader promotes the success of every student by advocating, nurturing, and sustaining a school culture and instructional program conducive to student learning and staff professional growth.

	Ineffective	Developing	Effective	Highly Effective
Culture (attitudes, knowledge, behaviors, and beliefs that characterize the school environment and are shared by its	acknowledges the need for communication and collaboration	considers proposals for collaborative structures and projects	supports various teaming opportunities, common planning and inquiry time, and visitations within the organization to increase learning and improve practice	establishes different ways of accessing staff expertise and work by promoting activities such as lab sites, peer coaching, mentoring, collegial inquiry, etc. as an embedded part of practice
stakeholders)	provides selected individuals with basic information about various collaborative teaching, learning and work-related concepts or practices to several individuals	encourages selected staff to expand their understanding of particular practices that support collaboration such as collaborative planning, co-facilitation, or integrated curriculum design	develops a culture of collaboration, trust, learning, and high expectations by encouraging staff to work together on key projects (e.g., induction processes, program design, integrated curriculum, or other individual or organizational projects)	nurtures and sustains a culture of collaboration, trust, learning, and high expectations by providing structured opportunities for cross role groups to design and implement innovative approaches to improving learning, work and practice
	creates a learning environment that relies on teacher-controlled classroom activities, rote learning, student compliance and learning opportunities that are disconnected from students' experiences, needs or cultures	creates a learning environment in which students are passive recipients in learning opportunities that are only peripherally connected to their experiences or cultures	creates a personalized and motivating learning environment for students in which they are involved in meaningful and relevant learning opportunities that they recognize as connected to their experiences, needs and cultures	engages stakeholders (e.g., students, staff, parents) in developing and sustaining a learning environment that actively involves students in meaningful, <sup>3</sup> relevant learning that is clearly connected to their experiences, culture and futures, and require them to construct meaning of concepts or processes in deductive or inductive ways

<sup>&</sup>lt;sup>3</sup> In the electronic version, *meaningful* will hyperlink to an activity on engagement and meaningfulness

#### Domain 2 (cont.)

	Ineffective	<b>Developing</b>	Effective 3	Highly Effective
Instructional Program (design and delivery of high-quality curriculum that produces clear evidence of learning)	promotes a curricular program that provides students with limited, surface, or cursory exposure to a topic, concept or skill set and establishes or defines meaning for students, focusing on the recall of isolated concepts, skills and/or facts	establishes a curricular program focused primarily on recall, comprehension and factual knowledge acquisition that enables students to develop a basic understanding of a topic and/or process and includes few, if any, opportunities for them to construct meaning	creates a comprehensive, rigorous, and coherent curricular program that address all levels of thinking, enables students to develop knowledge and skills related to a concept, problem, or issue, and supports their construction of meaning during the most important lessons and tasks	engages students and teachers in designing and revising a learner-centered curricular program that integrates basic and higher levels of thinking throughout and provides opportunities for students to emulate professionals and construct meaning as they engage in a thorough exploration of a concept, problem, issue, or question
	maintains a hands-off approach to instruction	provides mixed messages related to expectations for instructional methodology and own understanding of "best practices"	supervises instruction and makes explicit the expectation that teachers remain current in research-based, best practices and incorporate them into their own work	supervises instruction on an ongoing basis, and engages in collegial opportunities for learning, action research and/or inquiry related to best practices in teaching and learning
	initiates actions that interrupt instructional time and distract from learning (e.g., meetings, announcements, unplanned assemblies, phone calls to teachers in classrooms, etc.)	allows actions that disrupt instructional time and distract from learning (e.g., meetings, announcements, unplanned assemblies, phone calls to teachers in classrooms, etc.)	maximizes time spent on quality instruction by protecting it from interruptions and inefficient scheduling, minimizing disruption to instructional time	involves diverse stakeholders in uncovering issues that challenge time spent on quality instruction and in innovative approaches to dealing with them

#### Domain 2 (cont.)

	Ineffective	Developing 2	Effective 3	Highly Effective
Capacity Building (developing potential and tapping existing internal expertise to promote learning and improve practice)	assumes titled leaders are able to handle administrative responsibilities and teachers to be able to instruct students	invests in activities that promote the development of a select group of leaders	develops the instructional and leadership capacity of staff	develops and taps the instructional and leadership capacity of all stakeholders in the school organization to assume a variety of formal and informal leadership roles in the school
	is unaware of effective and appropriate technologies available	provides the necessary hardware and software, and establishes the expectation that teachers will integrate technology into student learning experiences	promotes the use of the most effective and appropriate technologies to support teaching and learning and ensures that necessary resources are available	engages varied perspectives in determining how to best integrate the use of the most effective and appropriate technologies into teaching, learning and the daily workings of the school organization
Sustainability <sup>4</sup> (a focus on continuance and meaning beyond the present moment, contextualizing today's successes and improvements as the legacy of the future)	uses "accountability" to justify a system that links student achievement with accolades and blame	assessment and accountability systems, though in place, are misaligned so that it is difficult to see how data from one explicitly relates to or informs the other	develops assessment and accountability systems to monitor student progress, uncover patterns and trends, and provide a way to contextualize current student strengths and needs inside a history that connects changes in teaching and learning to student achievement.	facilitates regular use of easily accessible assessment and accountability systems that enable students, teachers, and parents to monitor student progress, teacher learning, uncover patterns and trends, and provides a way to contextualize student achievement, both inside history and projected into the future.

Domain 2 (cont.)

	Ineffective	Developing 2	Effective 3	Highly Effective
Strategic Planning	judges the merit of the	evaluates the impact of the	gathers input from staff and	provides time and the
Process:	instructional program based	instructional program based	surveys students as well as	expectation for students and
	on what is used by others	on results of standardized	formal assessment data as	staff to participate in
monitoring/inquiry		assessments	part of process to monitor	multiple cycles of field
(the implementation and			and evaluate the impact of	testing, feedback, and
stewardship of goals,			the instructional program	revision of the instructional
decisions, and actions)				program in order to monitor
				and evaluate its impact and
				make necessary refinements
				to support continuous
				improvement

<sup>&</sup>lt;sup>4</sup> In the electronic version, *Sustainability* will hyperlink to a PowerPoint providing input on Sustainability.

#### Domain 3 – Safe, Efficient, Effective Learning Environment

An education leader promotes the success of every student by ensuring management of the organization, operation, and resources for a safe, efficient, and effective learning environment.

	Ineffective	Developing 2	Effective 3	Highly Effective
Capacity Building (developing potential and tapping existing internal expertise to promote learning and improve practice)	obtains and uses human, fiscal, and technological resources based on available funds or last year's budget instead of need  considers self as the sole leader of the organization while allocating limited responsibilities for unwanted tasks to others	obtains human, fiscal, and technological resources and allocates them without an apparent plan  shares "leadership" by providing others with limited responsibilities for tasks and functions but no decision-making ability	obtains, allocates, aligns, and efficiently utilizes human, fiscal, and technological resources  develops the capacity for distributed leadership by providing interested individuals with opportunities and support for to assuming leadership	considers vision and solicits input from various stakeholders in determining, obtaining, allocating and utilizing necessary human, fiscal and technological resources, aligning them with present and future needs embeds distributed leadership into all levels of the organization by enabling administrative, teacher, student, and
			for to assuming leadership responsibilities and roles	parent leaders to assume leadership roles and cocreates a process by which today's leaders identify, support, and promote the leaders of tomorrow
Culture (attitudes, knowledge, behaviors, and beliefs that characterize the school environment and are shared by its stakeholders)	speaks to the importance of school safety, but is inconsistent in creating and implementing specific plans to ensure it	establishes rules and related consequences designed to keep students safe, but relies on inconsistent procedures	promotes and protects the welfare and safety of students and staff	engages multiple, diverse groups of stakeholders in defining, promoting, and protecting the welfare and safety of students and staff, within and beyond school walls

#### Domain 3 (cont.)

	Ineffective	Developing 2	Effective 3	Highly Effective
Sustainability (a focus on continuance and meaning beyond the present moment, contextualizing today's successes, and improvements as the legacy of the future)	avoids engaging with management or operations systems	monitors and evaluates the management and operational systems	monitors, evaluates, and revises management and operational systems	establishes processes for the ongoing evaluation, monitoring and revision of management and operational systems, ensuring their continuous, sustainable improvement
Instructional Program (design and delivery of high- quality curriculum that produces clear evidence of learning)	allocates time as required to comply with regulations and mandates	schedules time outside of the typical school day for teachers to support instruction and learning	ensures teacher and organizational time is focused to support quality instruction and student learning	engages groups of students and teachers in determining how to best allocate and manage time to support ongoing and sustainable improvements in quality instructional practices and student learning

Domain 4 - Community

An education leader promotes the success of every student by collaborating with faculty and community members, responding to diverse community interests and needs, and mobilizing community resources.

	Ineffective	Developing 2	Effective 3	Highly Effective
Strategic Planning Process: Inquiry (gather and analyze data to monitor effects of actions and decisions on goal attainment and enable mid-course adjustments as needed to better enable success)	makes decisions about whether or not to change the educational environment based on own impressions and beliefs	collects and analyzes data and information pertinent to the educational environment	collects and analyzes data and information pertinent to the educational environment, and uses it to make related improvements	engages in ongoing collection and analysis of data on the educational environment and information from diverse stakeholders to ensure continuous improvement
Culture (attitudes, knowledge, behaviors, and beliefs that characterize the school environment and are shared by its stakeholders)	considers the community as separate from the school	provides isolated opportunities for including the community in a school activity or for engaging students in community outreach or service projects	promotes understanding, appreciation, and use of the community's diverse cultural, social, and intellectual resources through diverse activities	engages students, educators, parents, and community partners in employing a range of mechanisms and technology to identify and tap the community's diverse cultural, social and intellectual resources, promote their widespread appreciation, and connect them to desired improvements in teaching and learning
Sustainability (a focus on continuance and meaning beyond the present moment, contextualizing today's successes, and improvements as the legacy of the future)	identifies lack of family and caregiver involvement as a key explanation for lack of achievement	takes actions intended to increase family and caregiver support for the school	builds and sustains positive relationships with families and caregivers	builds sustainable, positive relationships with families and caregivers and enables them to take on significant roles in ongoing improvement efforts

Domain 5 – Integrity, Fairness, Ethics
An education leader promotes the success of every student by acting with integrity, fairness, and in an ethical manner.

	Ineffective	Developing 2	Effective 3	Highly Effective
Sustainability (a focus on continuance and meaning beyond the present moment, contextualizing today's successes, and improvements as the legacy of the future)	associate's "accountability" with threats and blame for students' academic and social difficulties	focuses on accountability for academic and social success of students whose test results threaten the school's standing	ensures a system of accountability for every student's academic and social success	enables an approach to "accountability" that upholds high ethical standards and inspires stakeholders (educators, parents, students, and community partners) to own and be responsible for every student's academic and social success
	makes decisions based on self-interest and is caught off guard by consequences of decisions and responds by denying, becoming defensive or ignoring them.	makes decisions and takes actions without considering consequences, dealing with them if and when they occur	considers and evaluates the potential moral and legal consequences of decision-making	engages the diverse perspectives of various stakeholders in using multiple sources of data to explore potential intended and unintended moral, legal, and ethical consequences of decisions and actions that support the greater good
	blames mandates for decisions or actions that challenge the integrity or ethics of the school or its various stakeholders	assumes responsibility for decisions and actions related to mandates	assumes responsibility for thoughtfully considering and upholding mandates so that the school can successfully tread the line between compliance and moral and ethical responsibility	promotes resiliency by involving stakeholders in considering how to negotiate and uphold mandates in ways that preserve the integrity of the school's learning and work and align with its ethical and moral beliefs

#### Domain 5 (cont.)

	Ineffective	<b>Developing</b>	Effective 3	Highly Effective
Culture (attitudes, knowledge, behaviors, and beliefs that characterize the school environment and are shared by its stakeholders)	mourns the lack of the self- awareness, reflective practice transparency and ethical behavior in others	proclaims the importance of self-awareness, reflective practice transparency and ethical behavior and seeks it in others	models' principles of self-awareness, reflective practice, transparency, and ethical behavior	engages stakeholders in identifying and describing exemplars of self and cultural awareness, reflective practice, transparency, and ethical behavior from within and outside the school, and determining how to replicate them
	pays lip service to values related to democracy, equity, and diversity	holds others accountable for upholding the values of democracy, equity, and diversity	safeguards the values of democracy, equity, and diversity	provides opportunities for all stakeholder groups to define, embrace and embody the values of democracy, equity, and diversity
	implements strategies that group and label students with specific needs, isolating them from the mainstream	asserts that individual student needs should inform all aspects of schooling, but has difficulty putting these beliefs into action	promotes social justice and ensures that individual student needs inform all aspects of schooling	creates processes that embed social justice into the fabric of the school, seamlessly integrating the needs of individuals with improvement initiatives, actions and decisions

Domain 6 – Political, Social, Economic, Legal and Cultural Context
An education leader promotes the success of every student by understanding, responding to, and influencing the political, social, economic, legal, and cultural context.

	Ineffective	Developing 2	Effective 3	Highly Effective
Sustainability (a focus on continuance and meaning beyond the present moment, contextualizing today's successes, and improvements as the legacy of the future)	appears unaware of decisions affecting student learning made outside of own school or district	reacts to district, state and national decisions affecting student learning	acts to influence local, district, state, and national decisions affecting student learning, within and beyond their own school and district	engages the entire school community and all of its stakeholders in collaborating to make proactive and positive change in local, district, state and national decisions affecting the improvement of teaching and learning
	waits to be told how to respond to emerging trends or initiatives	continues to rely on the same leadership strategies, in the face of emerging trends and initiatives, or copies others who they view as leaders in the field	assesses, analyzes, and anticipates emerging trends and initiatives in order to adapt leadership strategies	draws upon the perspectives, expertise, and leadership of various stakeholders in responding proactively to emerging challenges to the shared vision, ensuring the resilience of the school, its growth, learning and improvements
Culture (attitudes, knowledge, behaviors, and beliefs that characterize the school environment and are shared by its stakeholders)	advocates for self and own interests	advocates for selected causes	advocates for children, families, and caregivers	guided by the school vision, enables self, children, families, and caregivers to successfully and appropriately advocate for themselves and one another

## Other: Goal Setting and Attainment

	Ineffective	<b>Developing</b>	Effective 3	Highly Effective
Uncovering Goals  • Align  • Define	"does" goal setting in order to be in compliance with mandates or regulations	completes goal setting activities to satisfy external expectations and assumptions about the connection between principal practice and student learning	engages in the goal setting process as part of own professional improvement as related to improving student learning	embraces the goal setting process as part of ongoing work to improve learning by decreasing the distance between the school's current reality and the vision
	operates from own opinion and perceptions without attending to vision and data	considers data gathered about teacher practice, academic results and/or school learning environment in isolation of the school and district vision	works with the superintendent to consider the school and district vision and student learning needs, as well as information gathered about teacher practice, academic results and/or the school learning environment	engages a cross role group, including the superintendent, teachers, and other administrators, to triangulate the school and district vision with data depicting the current reality of student learning, teacher practice, academic results and/or the school learning environment
	extracts goals from own interests	establishes goals that focus on improving teacher practice, and academic results and/or school learning environment	creates goals that connect changes in principal practice to the improvement of teacher practice, academic results, and/or school learning environment in order to improve student learning	generates goals that maximize on the principal's role in improving teacher practice, academic results, and/or school learning environment in the service of improving learning
	goals are isolated action steps, unaligned to a goal that can be worked toward	goals are broad, general, aspirational statements that are too big to be assessed	goals are stated in ways that allow progress toward them to be assessed	

Goal Setting and Attainment (cont.)

	Ineffective	Developing	Effective	Highly Effective
	1	2	3	4
Strategic Planning <sup>5</sup> • Prioritize • Strategize	considers goals in no special order	prioritizes goals based on own interests	prioritizes goals by considering what can be gained by pursuing each	prioritizes goals by considering the potential benefits and unintended consequences of pursuing certain goals vis-a-vis others
	changes commitment to goals as new ones emerge	relies on own perspective to assert the importance and alignment of identified goals	uses superintendent's perspective to test own assumptions about goals to see if they are truly connected to the school/district vision and needs	uses the perspectives of others to test own assumptions about the goals articulated and to see if they are truly connected to the school/district vision and needs
	lists generic strategies that could apply to a variety of goals	lists strategies that will be used to accomplish goals identified	articulates strategies supporting actions, and reasons for selecting them	articulates strategies supporting actions and also for overcoming obstacles to the plan, with rationale for selecting them that includes anticipated results, implementation intentions <sup>6</sup> related to each, and evidence of strategy's impact.
	states the benefits of attaining the goal(s)	describes, in general terms, what successful goal attainment will look like and accomplish	identifies anticipated specific measures of success for each goal	describes the evidence that, when collected and annotated, will support that attending to these goals actually decreases the distance between current reality and the vision

<sup>&</sup>lt;sup>5</sup> In this electronic version, *Strategic Planning* will hyperlink to a scaffolded, strategic planning worksheet. <sup>6</sup> In the electronic version, *implementation intentions* will be a hyperlinked definition with examples.

	Ineffective	Developing 2	Effective 3	Highly Effective
Taking Action  • Mobilize  • Monitor  • Refine	refers in general to working toward goals, but is unable to articulate related steps or strategies	identifies a series of individual actions for each goal without specifying whether the goals are long or short term	creates an action plan that delineates steps and strategies for all goals, regardless of whether they are short or long term	designs an action plan that clearly differentiates between short and long-term goals and their associated steps and strategies
	speaks about taking actions, but has trouble committing and getting started		implements the action plan publicly, and invites others to use it as a model for goal setting that they can do as well	shares and implements the action plan publicly, and uses it as an opportunity to build a culture of inquiry by inspiring others to engage in their own goal setting to improve learning
	changes goals to better match what is currently happening or uses what is happening to rationalize giving up	adjusts goals and actions based on instinct and self- perceptions	monitors and refines goals and/or action steps, based on formative assessment of evidence collected	seeks multiple, diverse perspectives to review evidence collected and contribute to own questions about process, actions, strategies and progress, to support revisions to the action plan

Goal Setting and Attainment (cont.)

	Ineffective	Developing	Effective	Highly Effective
Evaluating Attainment  • Document  • Insights  • Accomplishments  • New questions  • Implications for moving forward  • Next steps	documentation is a beginning and end event and focuses on restating actions taken and noting obstacles to goal achievement	sporadically documents thinking related to key moments, obstacles or achievements	periodically documents own thinking and reactions to the progress made obstacles encountered, and insights or questions that arise	throughout the implementation of the action plan, systematically documents and reflects upon emerging insights, questions, perceived accomplishments, obstacles encountered, and unintended consequences
	categorically claims goal attainment or uses failure to meet goals set as evidence that the goal setting process does not work	evaluates goals and goal attainment based on own impressions of what success should have looked like and what was actually achieved	evaluates goals and goal attainment by assessing "evidence of success," establishing the degree to which the goal has been achieved, and determining next steps towards attaining the school vision	taps the perspectives of those who supported the initial data analysis to help evaluate goal attainment and related impact on learning by assessing "evidence of success," establishing the degree to which the goal has been achieved, and determining next steps in attaining the school vision and improving learning
	dismisses the possibility of using goals to define next steps	considers new goals based on success in achieving current goals, adjusting them to match perceived ability of the school to actually improve	determines next steps and future actions to improve student learning, teacher practice, academic results and/or the school learning environment in light how successful the recent work was in making improvements	engages stakeholders <sup>7</sup> in planning, future goals, actions and next steps to improve student learning, teacher practice, academic results and/or the school learning environment based on how much closer the school and district are to the vision

<sup>&</sup>lt;sup>7</sup> In the electronic version, stakeholders would be a hyperlink to a definition and stakeholder identification activity.



# MULTIDIMENSIONAL PRINCIPAL PERFORMANCE RUBRIC SCORING SUMMARY

## MULTIDIMENSIONAL PRINCIPAL PERFORMANCE RUBRIC SCORING SUMMARY

Principal Name	:		School Year:	
Evaluator:				
Point Values:				
	Highly Effective (	Distinguished)	3.50 - 4.00	
	Effective (Proficie	ent)	2.50 - 3.49	
	Developing (Basic	c)	1.50 - 2.49	
	Ineffective (Unsa	tisfactory)	0.00 - 1.49	
Summary of Co	mpleted Observati	<u>ions</u>		
90% Announced	d Observation #1	<u></u> <u>0.00</u>		
90% Announced	d Observation #2	<u></u> <u>0.00</u>		
10% Unannoun	ced Observation #1	L		
Reference HFDI	l Conversion Chart:			
Reference HEDI	90% Section	0.00		
	10% Section			
	Total		#N/Δ	Rating



# MULTIDIMENSIONAL PRINCIPAL PERFORMANCE RUBRIC SCORING SUMMARY - Announced Observation

Principal	_					
Name:	0		School Year:			0
Evaluator:		0	Date of Observation	1:		
Point Values:						
Tomic values.	Highly Effective (Distinguished)		4			
	Effective (Proficient)		3			
	Developing (Basic)		2			
	Ineffective (Unsatisfactory)		1			
Domain 1:	Shared Vision of Learning - 9 po	oints (.15 w	eighting)			
	Component 1a					
	Component 1b					
	Total: 0	<u></u>				
	Average per Component:	Total	0 -	- 0	=	0.00
	Weighted Score: Average per	Total	<u> </u>	. 0		0.00
	Component	_	0.000	0.15	= _	0.000
Domain 2:	School Culture and Instructiona	al Program -	15 points (.25 wei	ghting)		
	Component 2a					
	Component 2b					
	Component 2c	Ī				
	Component 2d	Ī				
	Component 2e					
	Total:0	<u>)                                    </u>				
	Average per Component:	Total	O ÷	- 0	= _	0.00
	Weighted Score: Average per					
	Component	<u>-</u>	0.000	0.25	= _	0.000
Domain 3:	Safe, Efficient, Effective Learnin	ng Environm	nent - 15 points (.25	s weighting	g)	
	Component 3a Component 3b	ŧ				
	Component 3c					

	Component 3d							
	Total:	0						
	Average per Compo Weighted Score: Av Component		Total		<u>0</u> ÷	0 0.25	= _ = _	0.00 0.000
Domain 4:	Community - 7 poin weighting)	ts (.1167						
	Component 4a Component 4b Component 4c Total:	0						
	Average per Compo Weighted Score: Av		Total		<u>0</u> ÷	0	= _	0.00
	Component				0.00 x	0.1167	= _	0.000
Domain 5:	Integrity, Fairness, I	Ethics - 7 poi	nts (.116	7 weightir	g)			
	Component 5a Component 5b Total:	0						
	Average per Compo Weighted Score: Ave Component		Total		0 ÷	0 0.1167	= _ = _	0.00 0.000
Domain 6:	Political, Social, Eco	nomic, Legal	and Cult	ural Conte	ext - 7 points	s (.1167 w	eighti/	ng)
	Component 6a Component 6b Total:	0						
	Average per Compo Weighted Score: Av Component		Total		0 ÷	0 0.1167	=	0.000
Domain Totals:	33p3a.n		•			5.2207		3.0300
	Domain 1 Domain 2 Domain 3 Domain 4	0.0000 0.0000 0.0000 0.0000	- - -					

Domain 5	0.0000		
Domain 6	0.0000		
Total:	0.000	#N/A	Rating



# MULTIDIMENSIONAL PRINCIPAL PERFORMANCE RUBRIC SCORING SUMMARY - Unannounced Observation

Principal			
Name:	0	School Year:	0
Evaluator:		Date of Observation:	
Point Values:			
	Highly Effective (Distinguished)	4	
	Effective (Proficient)	3	
	Developing (Basic)	2	
	Ineffective (Unsatisfactory)	1	
Domain 1:	Shared Vision of Learning		
	Component 1a	1	
	Component 1b	-	
	Total: 0	-	
	10tai. <u> </u>	=	
	Average per Component:	Total <u>0</u> ÷	0 = _ <u>0.000</u>
	School Culture and Instructiona	I	
Domain 2:	Program		
	Component 2a		
	Component 2b		
	Component 2c	-	
	Component 2d		
	Component 2e	-	
	Total: 0		
	Total. 0		
	Average per Component:	= Total <u>0</u> ÷	0 = _ <u>0.000</u>
Domain 3:	Safe, Efficient, Effective Learnin	g Environment	
	Component 3a		
	Component 3b		
	Component 3c		
	Component 3d		
	Total:	0	

	Average per Component:	Total	<u>0</u> ÷	0 = _	0.000
Domain 4:	Community				
	Component 4a Component 4b Component 4c Total:				
	Average per Component:	Total	<u>0</u> ÷	0 = _	0.000
Domain 5:	Integrity, Fairness, Ethics				
	Component 5a Component 5b Total:	<u>0</u>			
	Average per Component:	Total	<u>0</u> ÷	0 = _	0.000
Domain 6:	Political, Social, Economic, Lega	l and Cultural Context			
	Component 6a Component 6b Total:	<del>0</del>			
	Average per Component:	Total	<u>0</u> ÷	0 = _	0.000
Domain Totals:	Domain 1 0.000	00			
	Domain 2       0.000         Domain 3       0.000         Domain 4       0.000         Domain 5       0.000	1 <u>0</u> 1 <u>0</u> 1 <u>0</u>			
	Domain 6		<u>4</u>	Rat	ing



## **Monroe 2-Orleans BOCES**

## PRINCIPAL ANNUAL PROFESSIONAL PERFORMANCE REVIEW FORM

Staff Member:		Member:	Position:	
Eva	alua	ator:		
Sch	ool	l year:		
<i>I</i> .		Initial APPR Conference	Date:	
		Employee status (please circle one)  Non-tenured/probationary  Outline process  Review rubric and evidence to support the rubric do  Discussion and development of goals aligned to rub		
		Confirm the student population that will be the sour here:	rce of local and state assessment data. Identify	
		Evaluator and principal determine professional deve progress on APPR. Identify here:	elopment needs/priorities to support principal	
		Schedule visits		
		For Non-Tenured Principals 1 Announced Observation first semester Pre-Meeting Visit Date/Time: Visit Date/Time (between 30 and of Post Visitation Debrief Meeting (see		
		Notify administrator there will be 1 unannounced minutes that will be followed by written feedback (1 Announced Observation second semester)  Pre-Meeting Visit Date/Time:  Visit Date/Time (between 30 and 60 min):  Post Visitation Debrief Meeting (scheduled	k within 5 school days	

## For Tenured Principals 1 Announced Observation first semester Pre-Meeting Visit Date/Time: Visit Date/Time (between 30 and 60 min): Post Visitation Debrief Meeting (scheduled after the visit) Date/Time: □ Notify administrator there will be 1 unannounced visit by an independent reviewer for a minimum of 30 minutes that will be followed by a post -visit debrief and written feedback within 5 school days II. Final APPR Conference Date:\_\_\_\_ Discuss progress towards student performance targets and conversion to HEDI points and ratings. May not be able to complete this discussion due to unavailable state assessment data. Student Performance Points:\_\_\_\_\_ Rating: \_\_\_\_ Review rubric ratings and conversion to HEDI points and rating. **Rubric Points:** Rating: \_\_\_\_\_ Complete Summative Evaluation including composite HEDI score and rating to the extent that state assessment data is available. Overall Rating: \_\_\_\_\_ Areas of Strength: (based on principal evaluation rubric) Areas for Growth: (based on principal evaluation rubric) Establish professional development goal(s) based on needs evident in APPR evaluation. \*For principal whose assessment data is not available for the completion of the Summative Evaluation by June 30, the evaluation will be provided by September 1. A Completed APPR Packet for a Principal should contain the following documents: ☐ Addendum to Annual Professional Performance Review form ☐ Principal Annual Professional Performance Review form ☐ Multidimensional Principal Performance Rubric Scoring Summary ☐ Pre-Visit Report for each announced visit

Principal Visitation/Post-Visit Meeting form for each announced visit Evidence of post Walk –Through feedback provided to supervisor

Evaluator's signature:	Date:
Staff member's signature:	Date:
Distribution: Personnel File Supervisor Employee	



## Appendix XII (C)

# Addendum to ANNUAL PROFESSIONAL PERFORMANCE REVIEW

<b>Student Performance:</b>	 Rating:	
Observation Category:	 Rating:	
<b>Composite Rating:</b>	 Rating:	
Evaluator's signature:		Date:
Staff member's signature:		Date:

# Monroe 2-Orleans BOCES Visit Reports





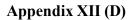


3.

## **Monroe 2-Orleans BOCES**

# 

Explain how this visit aligns to your goals and the rubric domains.





## **Monroe 2-Orleans BOCES**

#### UNANNOUNCED PRINCIPAL VISIT

Name:	Independent Evaluator:
Date:	_
Visit:	Time:
Script and Rubric Alignment:	
Areas of effective practice of note	e based on the principal evaluation rubric:
Areas of further consideration bas	sed on the principal evaluation rubric:
Date of Principal Communication:	
Principal Comments:	
Visit Score:	Visit Rating:
Independent Evaluator's Signature:_	Date:
Principal's Signature	Data



## Appendix XII (D)

## **Monroe 2-Orleans BOCES**

## **Principal Visitation Report/Post-Visit Meeting**

Staff Member:		Position:
Evaluator:		School year:
Visitation Dat	e:	Post-Visit Mtg. Date:
I.	Record Visitation Evidence (Script) a	and Alignment of Evidence to Rubric:
II.	Post-Visit Discussion of Evidence as A  A. What worked well:	Aligned to Rubric
	B. Areas of Growth based on rubric	
	Visit Score:	
Evaluator's sig	gnature:	Date:
Staff member'	s signature:	Date:

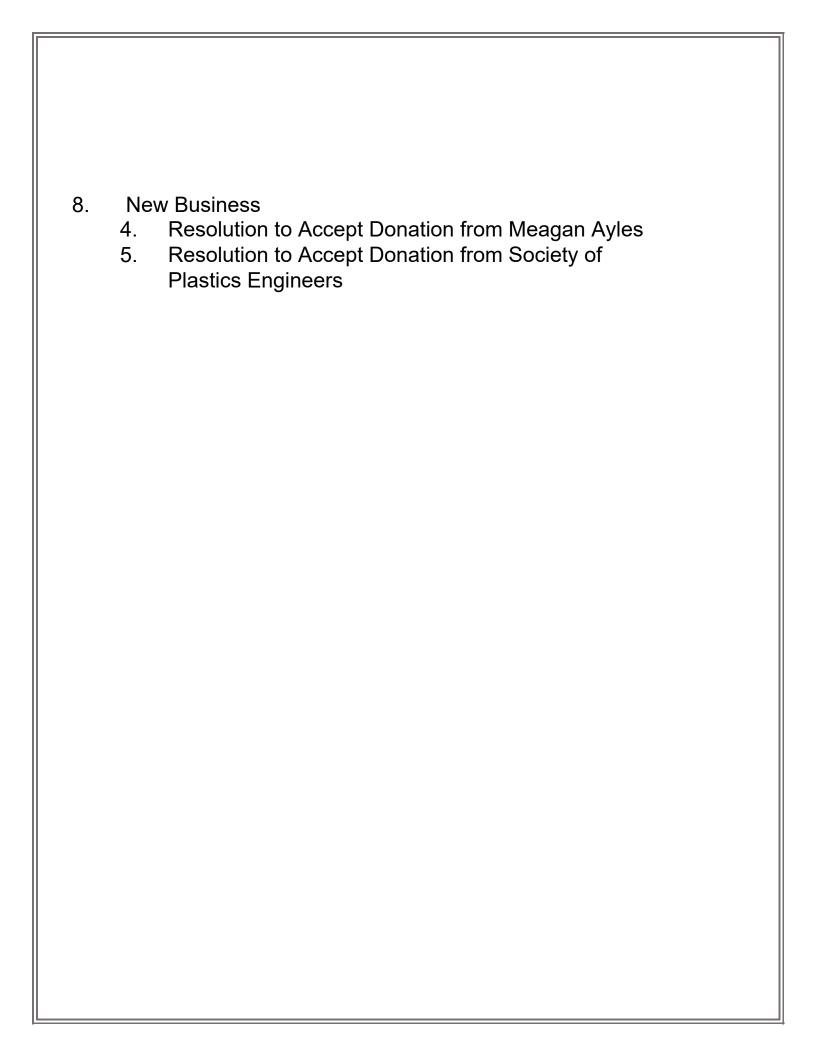
Distribution: Personnel File

Supervisor Employee

## **Monroe 2-Orleans BOCES**

# APPR IMPROVEMENT PLAN FORMAT (For §3012-d)

plan will be reviewedin order to monitor the employee's progress in the areas identified in need of improvement.  NAME:	nt
TITLE:  DEPARTMENT: SUPERVISOR:  AREA(S) OF CONCERN PERFORMANCE ACTION STEPS PROGRESS	
TITLE:  DEPARTMENT: SUPERVISOR:  AREA(S) OF CONCERN PERFORMANCE ACTION STEPS PROGRESS	
AREA(S) OF CONCERN PERFORMANCE ACTION STEPS PROGRESS	
AREA(S) OF CONCERN PERFORMANCE ACTION STEPS PROGRESS	
AREA(S) OF CONCERN PERFORMANCE ACTION STEPS PROGRESS	
AREA(S) OF CONCERN PERFORMANCE ACTION STEPS PROGRESS	
INDICATORS REVIEWED/DATE	
Employee's Signature:Date:	
Supervisor's Signature:Date:	







# REQUEST FORM FOR GIFTS AND/OR DONATIONS TO MONROE 2-ORLEANS BOCES

#### Section 1

Board approval is required before accepting any donation. BOCES 2 staff seeking Board approval of a donation must complete Sections 2 through 4 below. Only fully completed forms (both sides) will be presented to the Board for approval. The BOCES 2 Board reserves the right to approve or deny the donation request.

Section 2  BOCES Staff Information:  Name of Program: Mcd.(CUIY Frag. 12 6:1:1  Staff Member Name: Jamil Shipley  Program Supervisor Name: Swah Warner
Section 3
Additional Information:
How will BOCES acquire the donation(s)?
Donation will be delivered to BOCES location
□ BOCES staff will need to pick donation up
☐ Who will be responsible for picking up the donated item?
☐ A moving company may be required to deliver donated item(s)
Will there be costs associated in acquiring the donation(s)? ☐ YES Ø NO
If yes, please identify anticipated costs
☐ Moving expenses
<ul> <li>Installation expenses</li> <li>Ongoing maintenance (regular preventative, repair, etc.)</li> </ul>
Is the donation(s) in working condition? ØYES
How will the item be used, benefit the program and/or reduce costs?
The transfer and the proposition and to touch the proposition and
Student's Stander Will allow other students the opportunity
to stand should their Stander moutunction and could allow a
Student to stand who may not be able to secure a Personally
Owned Stander due to funding or other Rasons

< PLEASE SEE PAGE 2 >



4320F.1 Page **2** of **2** 

Section 4
Donor Information:
Donor Name (Company or Individual): MCQON AY 15
Donor Name (Company or Individual): Megan Ayles Donor Address: 196 Rhea Crescent Rochester, Dy 14615
Contact Person Name (If different from above):
Contact Person Phone Number: (585) 341-7501
Contact Person Email Address: Megan. Wies@hot mail. Com
Description of item(s) to be donated (please include a picture if possible):
Bantam easy Stand Size Small-black & green

Internal Use Only:
Program Supervisor Name: Sarah Warner  Approve: Deny: Deny: Signature: Superintendent Name: Approve: Deny: Deny: Deny: Deny: Deny: Date: 5/23/25
1
District Superintendent Name: Thomas Poham
Approve: Deny: Deny: Date: 6/26/25
Signature: Date: Date:
Monroe 2-Orleans BOCES Board:
Approve: Deny: Den
Board Meeting Date:

Revised: 5/14/2025





## REQUEST FORM FOR GIFTS AND/OR DONATIONS TO MONROE 2-ORLEANS BOCES

#### Section 1

Board approval is required before accepting any donation. BOCES 2 staff seeking Board approval of a donation must complete Sections 2 through 4 below. Only fully completed forms (both sides) will be presented to the Board for approval. The BOCES 2 Board reserves the right to approve or deny the donation request.

Section 2
BOCES Staff Information:
Name of Program: Center for Workforce Development – Machining
Staff Member Name: Rebecca Horowitz, Assistant Director
Program Supervisor Name: <u>Shawna Gareau-Kurtz</u>
Section 3
Additional Information:
How will BOCES acquire the donation(s)?
☑Donation will be delivered to BOCES location
☐BOCES staff will need to pick donation up
☐Who will be responsible for picking up the donated item?
☐A moving company may be required to deliver donated item(s)
Will there be costs associated in acquiring the donation(s)?
□YES
⊠ NO
If yes, please identify anticipated costs
☐ Moving expenses
☐ Installation expenses
<ul> <li>Ongoing maintenance (regular preventative, repair, etc.)</li> </ul>
Is the donation(s) in working condition? ⊠ YES □ NO
How will the item be used, benefit the program and/or reduce costs?
\$1,000 monetary donation will be used to purchase lathe tooling equipment for our machining program, not otherwise included in the program budget to expand hands-on training offerings for enrolled students



Section 4

4320F.1 Page **2** of **2** 

Donor Information:
Donor Name (Company or Individual): Society of Plastics Engineers (SPE) dba Mold
<u>Technologies</u>
Donor Address: 408 Wellesley Place, Easley, SC 29642
Contact Person Name (If different from above): Ron Natale
Contact Person Phone Number: <u>585-944-8427</u>
Contact Person Email Address: RNatale@PLTemail.com
Description of item(s) to be donated (please include a picture if possible):
\$1,000 cash donation provided by HASCO and assigned to BOCES by Ed Duignan, 2025 Mold Maker of the Year via Thermo Fisher; to be used to purchase lathe tooling equipment

Internal Use Only:
Program Supervisor Name: Shawna Gargau - Kurt
Program Supervisor Name:
Approve:
Signature: Shawa Tomat h Date: 6/26/29
Assistant Superintendent Name:
Approve: Deny:
Signature: Date: 6/23/21
District Superintendent Name: Thomas K. Putnam, Ed.D.
Approve: App
Signature:   Date: 6/27/2025
Monroe 2-Orleans BOCES Board:
Approve: Deny: Deny:
Board Meeting Date:

Revised: 5/14/2025

8.	New Business
	6. Resolution to Approve Restated Rochester Area School Health Plan I Municipal Cooperation Agreement

# ROCHESTER AREA SCHOOL HEALTH PLAN I MUNICIPAL COOPERATION AGREEMENT

This is an amendment and restatement of the municipal cooperative agreement ("Agreement") pursuant to which the Rochester Area School Health Plan I (the "Plan") was originally implemented effective July 1, 1986. This amended and restated Agreement is effective as of January 1, 2026 and was approved by a majority of the Board of Directors of the Plan. The Plan was adopted pursuant to Article 5-G of the New York General Municipal Law (the "General Municipal Law"), which authorizes municipal corporations to enter into cooperative agreements for the performance of those functions or activities in which they could engage individually, and Sections 92-a and 119-o of the General Municipal Law, which authorize municipal corporations to purchase a single health insurance policy, enter into group health plans, and establish a joint body to administer a health plan. The school districts that have timely executed an Adoption Agreement prior to January 1, 2026 shall continue as Members on and after January 1, 2026 on the terms and conditions described herein. The Plan provides benefits pursuant to insurance contracts issued by one or more Insurers. The Plan also provides access to dental benefit claim administration services purchased on a collective basis by Members that self-insure their dental benefits. Members who purchase dental benefit claim administration services through the Plan maintain their own dental benefit plans and are solely responsible for paying the service fees and claim costs with respect to their dental benefit plans directly to the claims administrator. Dental claim risk and experience is not shared among the Members.

#### ARTICLE 1. DEFINITIONS

Section 1.01 **<u>Definitions.</u>** In this Agreement, the following terms shall have the meanings set forth below:

- (a) Adoption Agreement shall mean the agreement that a Member must adopt, by a majority vote of all of the members of its governing board, in order to become a Member of the Plan. In connection with the amendment and restatement of the Agreement, each Member must execute a new Adoption Agreement to continue their participation in the Plan on and after January 1, 2026. The Adoption Agreement is attached as <u>Schedule A</u>.
- (b) Benefit Plan Contracts shall mean (individually and collectively) any and all agreements entered into between the Plan and an Insurer relating to the provision of benefits or services under the Plan to eligible current or former employees, their spouses and/or their dependents. "Benefit Plan Contract" shall also include benefit arrangements maintained by the Plan. All of the Benefit Plan Contracts are listed on Schedule B. The Board may update Schedule B to reflect changes to the Benefit Plan Contracts without undertaking a formal amendment to this Agreement. The Benefit Plan Contracts designated on Schedule B shall be incorporated herein by reference and shall be maintained with and considered a part of the Plan.
- (c) Board or Board of Directors shall mean the Board of Directors of the Plan.
- (d) *COBRA* shall mean the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, Section 4980(B) of the Internal Revenue Code of 1986, and Title I Part 6 of ERISA, together with all regulations and proposed regulations promulgated thereunder.

- (e) *Director* shall mean a member of the Board of Directors.
- (f) Distribution shall mean any cash or other property paid to a Member by the Plan.
- (g) *Employee* shall mean a Member's employee, his or her spouse, and his or her dependents.
- (h) *Health Care Component* shall mean the portion of the Plan designated as a health care component by the Board of Directors in accordance with the HIPAA Rules.
- (i) HIPAA shall mean the Health Insurance Portability and Accountability Act of 1996, as amended.
- (j) HIPAA Rules shall mean the privacy and security provisions of HIPAA and the accompanying regulations.
- (k) *Insurer* shall mean an insurance company, health maintenance organization or other organization with whom the Plan has entered into a Benefit Plan Contract to provide benefits or services under the Plan.
- (1) Legal Mandate shall mean a law, order, rule or regulation promulgated by New York State or the United States Government or any department or agency of either, or the County of Monroe.
- (m) *Medical Claims Expenses* shall mean the amounts paid for health care expenses covered under the Benefits Plan Contracts (e.g., hospital, medical, drugs, ambulance, etc.).
- (n) *Member* shall mean each school district that qualifies for membership in the Plan, executes an Adoption Agreement and has not been terminated from membership in accordance with section 3.04 or withdrawn from membership in accordance with section 10.01(b).
- (o) *Membership Interest* shall mean an interest of a Member in the Plan.
- (p) Minimum Premium Contract(s) shall mean the Benefit Plan Contract(s) that are funded on a "minimum premium" or similar basis.
- (q) Non-Minimum Premium Member shall mean a Member that has withdrawn from participation in the Minimum Premium Contract(s) pursuant to section 10.01(a) and participates only in one or more of the other Benefit Plan Contracts.

14859658 1 2

- (r) Officers shall mean an individual holding a position described in <u>Article 8</u> of this Agreement.
- (s) *Participant* shall mean a Member's Employee or Retiree that is eligible, in accordance with eligibility standards created by the Plan or the Member, to receive benefits or services under the applicable Benefit Plan Contract.
- (t) *Person* shall mean any individual or entity.
- (u) PHI shall mean protected health information within the meaning of HIPAA.
- (v) Plan shall mean the Rochester Area School Health Plan I, a fully insured municipal cooperative arrangement within the meaning of Article 5-G of the General Municipal Law.
- (w) Plan Administration Function shall mean the administrative functions performed by a Plan Sponsor on behalf of the Plan, and shall not refer to functions performed by the Member in connection with any other benefit or benefit plan of the Member or any other non Health Care Component of the Plan.
- (x) Plan Contribution shall mean an amount determined by the Board of Directors that a Member is required to contribute to the Plan, on a monthly basis, for purposes of funding: (i) payment of Premiums under a Benefit Plan Contract with an Insurer; (ii) Medical Claims Expenses under a Benefit Plan Contract for another benefit arrangement under the Plan; (iii) any reserve amount determined by the Plan's consultant to be appropriate or necessary and (iv) any additional amount approved by the Board. Plan Sponsor shall mean each Member of the Plan.
- (y) *Plan Year* shall mean the twelve-month period beginning January 1<sup>st</sup> and ending December 31st.
- (z) *Premium* shall mean the monthly amount payable to the Plan for a Plan Year.
- (aa) *Retiree* shall mean a Member's retired employee, his or her spouse, and his or her dependents who are eligible for coverage under the Plan.
- (bb) Rochester Area School Health Plan I or Plan shall mean the municipal cooperative benefit plan formed by this Agreement to offer coverage or services under one or more Benefit Plan Contracts issued by one or more Insurers.
- (cc) Summary Health Information shall mean information that may be PHI and:
  - (i) that summarizes the claims history, claims expenses or types of claims experienced by the Participants; and

14859658\_1

(ii) has been de-identified as provided in the HIPAA Rules by deleting such information as the name, address, age, telephone number, social security number, medical records number, Plan beneficiary number, photograph, or other identifying information, except that addresses may be aggregated to the level of a five digit zip code.

#### ARTICLE 2. FORMATION

- Section 2.01 Name of Plan. The name of the Plan is Rochester Area School Health Plan I.
- Section 2.02 <u>Purpose of the Plan</u>. The purpose of the Plan is to provide health insurance benefits and certain administrative services for the Participants in accordance with the terms of the Benefit Plan Contracts.
- Section 2.03 <u>Effective Date</u>. The original effective date of the Plan is July 1, 1986, and the effective date of this Amendment and Restatement is January 1, 2026 (the "Restatement Effective Date").
- Section 2.04 <u>Term.</u> The Plan shall continue until dissolved in accordance with the terms of this Agreement.

#### ARTICLE 3. MEMBERS

- Section 3.01 Members. There shall be one (1) class of Member of the Plan.
- Section 3.02 <u>Admission to Membership</u>. Any public school district that meets the membership qualifications set forth in <u>Section 3.03</u> and is approved for membership by a vote of the majority of the entire Board of Directors shall be a Member of the Plan.
- (a) If a Member merges with a district that is not a Component District (as defined below), and the surviving district or new district remains as a Component District, then its membership shall continue, but the Board of Directors shall have the right to impose admission requirements (financial or otherwise) in order to remain as a Member of the Plan.
- (b) If a Member merges with a district that is not a Component District and the surviving district or new district is not a Component District, the Board may amend this Agreement to allow the surviving district or new district to become a Member, but the Board may impose admission requirements (financial or otherwise) in order to remain as a Member of the Plan.
- (c) If a Member merges with another Member, the surviving district or the new district will remain as a Member of the Plan and will be charged with the rights and obligations of the two districts that merged.

14859658 1 4

- (d) If a Member merges with a district that is a Component District and the surviving district or new district remains as a Component District, then its membership shall continue, but the Board of Directors shall have the right to impose admission requirements (financial or otherwise) in order to remain as a Member of the Plan.
- Section 3.03 <u>Membership Qualifications</u>. As a condition to new and continuing membership in the Plan, each Member must:
- (a) be a component public school district of Monroe One BOCES or Monroe 2-Orleans BOCES (a "Component District") and be located in an area in which the Insurer can offer the Benefit Plan Contracts:
- (b) make such representations as the Board of Directors reasonably requires;
- (c) offer to some or all of its Employees or Retirees coverage or services under some or all of the Benefit Plan Contracts;
- (d) satisfy such criteria and admission requirements (financial or otherwise) for initial and continuing membership established under this Agreement and as may be further established from time to time by the Board of Directors; and
- (e) approve and execute the Adoption Agreement and agree to be bound by its terms and the terms of this Agreement.

Once a new Member has been approved for membership, such membership shall become effective on the first day of the calendar year following the Board's approval. Upon admission as a Member, such Person shall assume all the obligations of a Member, shall have all of the rights and powers of a Member, and shall be subject to all of the restrictions applicable to a Member.

- Section 3.04 <u>Termination of Membership</u>. A Member's membership may be terminated by the Board upon the occurrence of either of the following events:
- (a) the Member does not satisfy the membership criteria set forth in this Agreement and as established from time to time by the Board of Directors; or
- (b) the Member breaches any of its obligations under the terms of this Agreement and does not cure the breach within fifteen (15) days after written notice of the breach.
- Section 3.05 <u>Member's Restriction on Transfer or Assignment</u>. No Member may, directly or indirectly, voluntarily or involuntarily, transfer or assign its Membership Interest in the Plan. Any direct, indirect, voluntary or involuntary, transfer or assignment in violation of this Agreement shall not pass legal or beneficial ownership or rights and shall be void *ab initio*.
- Section 3.06 <u>Withdrawal/Termination</u>. A Member will be deemed to have withdrawn from

14859658\_1 5

the Plan if the Member either decides to voluntarily withdraw from the Plan in accordance with Section 10.01(b) of this Agreement, or the Member's membership is terminated in accordance with Section 3.04 of this Agreement.

#### ARTICLE 4. BENEFIT PLAN

- Section 4.01 <u>Benefit Plan</u>. Each Member shall have the right to provide insurance benefits and services to a Participant in accordance with the terms and conditions of this Agreement and the Benefit Plan Contracts selected by the Member to be offered to its Participants, and provided that the Member satisfies any other requirements imposed specifically on the Member by applicable law or agreement. A Participant may also be required to satisfy requirements for receipt of benefits imposed by the employing Member. Each Member shall, in accordance with the process established by the Board, elect which Benefit Plan Contract(s) will be offered to the Member's Participants for a Plan Year. Such elections shall remain in effect for the entire Plan Year and for subsequent Plan Years unless the Member timely submits a new election for a subsequent Plan Year in accordance with the process established by the Board.
- Section 4.02 <u>Terms and Conditions</u>. The terms and conditions governing benefits and services which are available to a Participant who is covered under the Plan shall be described in the applicable Benefit Plan Contract. Each Member expressly represents and warrants that it will take all such action as may be required by law or any agreeement to which the Member is a party, and make any and all necessary amendments to its existing employee welfare benefit plans in order to offer Plan benefits to its Participants.
- Section 4.03 <u>Alternative Coverage Not Required</u>. Without limiting the range of coverage options which may be provided under this Agreement, no one shall have any duty to procure alternative coverage for a person who does not satisfy the requirements for insurability or receipt of benefits (including any geographical limitation on the scope of services) under any particular insurance policy or other program.
- Section 4.04 <u>Coordination of Benefits</u>. The benefits that would otherwise be payable under the Plan shall be reduced by the amount, if any, necessary so that the sum of the benefits payable under the Plan and any other plans (whether or not maintained by the Member) does not exceed the total of the Participant's allowable expenses under the applicable Benefit Plan Contract. The manner and extent to which the Plan coordinates benefit payments with other coverages shall be governed by the terms of the applicable Benefit Plan Contract.
- Section 4.05 <u>Right of Recovery.</u> Whenever benefits have been paid with respect to expenses covered under the applicable Benefit Plan Contract, such payment shall be considered as a payment made, received and held in trust by the Participant. If a payment is made in a total amount at any time in excess of the amount of payment required under the applicable Benefit Plan Contract, the Plan shall have the right to recover such payment to the extent of such excess from among any one or more of the following, as the Plan shall determine:
- (a) any person (including, without limitation, an Employee, a Retiree, a Participant, a trust, or an estate) to, for or with respect to whom such payments were made;

14859658\_1

- (b) any insurance companies; or
- (c) any other Person.

The Plan shall have the right to pay any amount it shall determine to be warranted to satisfy the intent of this Section to any organization making payments under other plans which should have been made under this Agreement. Included in this right of recovery is the right to recover from a Participant any payment made under the applicable Benefit Plan Contract that the Participant may recover in any action arising out of the negligent conduct of a third party. This right of recovery may be exercised by collecting the money directly from the Participant or by way of subrogation of the Participant's claim against the third party, unless prohibited by applicable law.

Section 4.06 <u>Claims Procedure for Insured Benefits</u>. With respect to any benefit which is provided under a Benefit Plan Contract with an Insurer, a written application for benefits shall be submitted to the Insurer pursuant to the terms and conditions established by the Insurer. The Insurer shall be solely responsible for deciding such claim, for providing a full and fair review of the decision, and for determining a claimant's entitlement to benefits provided under the Benefit Plan Contract and in accordance with applicable law. For these purposes, the Insurer shall have the sole discretionary authority and responsibility to interpret and apply the provisions of the Plan and the Benefit Plan Contract and any rules or regulations thereunder.

Section 4.07 <u>Continuation of Coverage</u>. If a qualifying event, within the meaning of COBRA, occurs with respect to a Participant, and if required by law, the Plan shall give the Participant the opportunity to continue coverage in accordance with the procedures established by the Board of Directors, as is required by COBRA.

#### Section 4.08 Change in Benefit Plan Contracts.

- (a) If, for a Plan Year, there is a Legal Mandate that applies to a Benefit Plan Contract and requires a change in benefits or coverage for a Benefit Plan Contract, then the change shall be made to the Benefit Plan Contract as of the date required under the Legal Mandate.
- (b) If, for a Plan Year, the Insurer unilaterally makes any changes in the benefits and coverage offered to the community at large, such changes shall apply to the corresponding coverage options under the Plan, unless the Board of Directors determines otherwise and the Insurer agrees.
- (c) No other changes may be made in the Benefits Plan Contracts without the consent of the Board of Directors.
- (d) If there is a change in the Benefit Plan Contracts as described in this Section, then the required Plan Contributions may change.

#### ARTICLE 5. FUNDING/PREMIUM

14859658\_1 7

#### Section 5.01 **Funding.**

- (a) Each Member will be required to contribute to the Plan an amount equal to the Plan Contribution applicable to the Benefit Plan Contracts covering the Member's Participants. The Plan Contribution shall be determined by the Board of Directors, which may consult with and rely upon the recommendation of the Plan's consultant. The form and timing of such payments shall be determined by the Board of Directors, unless provided otherwise in this Agreement. The Plan shall only be obligated to provide benefits to the extent a Member timely remits the required Plan Contributions.
- (b) Each Member shall indemnify and hold the Plan harmless, at all times during the term of this Agreement and thereafter, from all claims, damage, liability and expense, including reasonable legal fees and court costs, arising from or in any way connected with the Member's failure to properly and timely remit the amounts required under this Agreement.
- Section 5.02 **Payment.** Each Member will be required to pay its Plan Contributions by the 1st day of each month. If a Member has not paid its Plan Contributions by the last day of the month in which it was due, then the Board of Directors may impose a penalty of 1% monthly.
- Section 5.03 <u>Interest</u>. No Member shall be entitled to interest on its payments to the Plan, unless this Agreement or the Board of Directors authorizes such a payment.
- Section 5.04 **Return of Funding.** No Member shall receive a return of any portion of its payments to the Plan, unless this Agreement or the Board of Directors authorizes such a payment.
- Section 5.05 **Deposits.** All monies paid to the Plan shall be deposited in one or more bank accounts at such bank or banks as the Board of Directors may authorize, subject to the applicable provisions of law governing the deposit of municipal funds.
- Section 5.06 <u>Investment of Funds</u>. Funds of the Plan not required for payment of current obligations may be temporarily invested, subject to the applicable provisions of law governing the cooperative investment of municipal funds.
- Section 5.07 <u>Benefit Plan Contract Run-Out or Termination Liability</u>. After the expiration or termination of the agreement with the Insurer, if required by a Benefit Plan Contract with an Insurer, the Plan will fund amounts then due under the Benefit Plan Contract. In the event that Plan reserves are insufficient to fund the amount due to the Insurer, the Board may require additional contributions from Members, subject to the additional terms of this Agreement.
- Section 5.08 <u>Calculation and Distribution of Surplus or Deficit</u>. Unless the Board determines otherwise:
- (a) Following the end of each Plan Year, the Board will determine whether, with respect to the Minimum Premium Contract(s), the Plan has a "surplus" or "deficit" for such Plan Year in

14859658\_1

accordance with the following formula: Fund Balance – Claims Reserve = (deficit) or surplus, where:

**Fund Balance** = total assets of the Plan less short-term liabilities (e.g., collections in advance, accounts payable, reserve for incurred but not reported claims) as of the end of the Plan Year.

Claims Reserve = 50% of the total claims paid during the Plan Year.

- (b) If there is a deficit under the above formula and the Plan has an obligation to reimburse the Insurer for a deficit under the Minimum Premium Contract(s), all Members who were not Non-Minimum Premium Members for such Plan Year shall be responsible for the deficit payable to the Insurer, in proportion to the total cumulative Plan Contributions paid to the Plan by the Members who were not Non-Minimum Premium Members for such Plan Year with respect to Minimum Premium Contract(s) or based on such other methodology determined by the Board of Directors.
- (c) If there is a surplus, all Members who were not Non-Minimum Premium Members for such Plan Year shall be entitled to a share of one-quarter of the surplus in proportion to the total cumulative Plan Contributions paid to the Plan by the Members who were not Non-Minimum Premium Members for such Plan Year with respect to Minimum Premium Contract(s) or based on such other methodology determined by the Board of Directors.
- (d) The Board shall document its calculations and provide them to Members. It shall be the responsibility of each Director who represents a Member to distribute the details of the amount of any such deficit or surplus, including the calculations that resulted in the deficit or surplus, to its respective Member.

#### ARTICLE 6. ALLOCATIONS AND DISTRIBUTIONS

Section 6.01 <u>Distributions</u>. From time to time, the Board of Directors may, but shall not be required to, distribute to the Members, in accordance with this Agreement, any cash or property which is deemed by the Board to be available for distribution. The Distribution will be allocated among the current Members in proportion to the total cumulative Plan Contributions paid to the Plan by the current Members, or based on such other methodology determined by the Board of Directors.

Section 6.02 <u>Offset</u>. The Plan may offset against any Distribution to be made to a Member all amounts owing by the Member to the Plan.

#### ARTICLE 7. MANAGEMENT OF THE PLAN

Section 7.01 **Powers of the Board of Directors.** Except as otherwise provided in this

14859658 1 9

Agreement, the Board of Directors shall have all of the power to and shall manage, control and administer the business and affairs of the Plan. The Board may create and promulgate from time to time rules and regulations relating to the operation of the Plan including, but not limited to, rules relating to the Member's obligations under this Agreement. The Members will comply with those rules and regulations. Except as otherwise specifically provided in this Agreement, the Board is solely responsible for interpreting the Plan, and the Board has the final and exclusive authority and discretion to decide all questions arising in connection with the administration of the Plan. The Board shall design the Plan of benefits under the Benefit Plan Contracts, and cause to be prepared and distributed to each Participant a Summary Plan Description describing the benefits under the Plan and the Benefit Plan Contracts as required by applicable law.

Section 7.02 <u>Management Contracts</u>. The Board may contract with Person(s) for management services necessary for the operation of the Plan. The Members may contract directly with Monroe 2-Orleans BOCES to provide administrative services related to their participation in the Plan.

Section 7.03 **Board of Directors.** The Board of Directors shall consist of a representative from each Member. There shall be an alternate for each Director, and the alternate may attend Board meetings and vote as a Director when the Director is unable to attend and vote. Reference in this Agreement to a Director shall be deemed to include the Director's alternate where appropriate or required. Each Director shall serve until his or her successor is duly appointed, unless the position is terminated sooner by death, resignation or removal. It shall be the responsibility of each Director who represents a Member to report to the Member that it represents any action taken by the Board of Directors and any other information relating to the operation of the Plan that is relevant to the interests of the entity being represented, and to distribute to the Member any and all reports the Director received in his or her Director capacity.

Section 7.04 <u>Directors and Action</u>. The number of Directors constituting the entire Board of Directors shall be equal to the number of Members. As used in this Agreement, the term "entire Board of Directors" shall mean the total number of Directors then in office. Unless provided otherwise in this Agreement, the Board shall act by the affirmative vote of a majority of the Directors present at a meeting provided that a quorum is present at the time of the vote.

Section 7.05 <u>Appointment of Directors</u>. The Superintendent of each Member shall determine respectively its representative Director and alternate on the Board of Directors.

Section 7.06 <u>Vacancies</u>. Vacancies on the Board of Directors (including alternates and including any vacancies resulting from an increase in the number of Directors) created for any reason shall be filled in accordance with <u>Section 7.05</u> above. A successor who is appointed shall hold office until his or her successor has been duly appointed.

Section 7.07 **Removal.** Any one or more Directors may be removed from office, only with cause, by a majority vote of the entire Board of Directors (determined based on the Directors then in office). Any Director proposed to be removed for cause must be given at least twenty (20) days prior written notice of the reasons why the Board of Directors is proposing to remove the person and the meeting of the Board of Directors at which the removal will be considered.

14859658\_1 10

The person shall be entitled to attend the meeting of the Board of Directors and address the Board regarding his or her removal.

- Section 7.08 **Resignation.** Any Director may resign from office at any time. A Director shall be deemed to have resigned if the Member who designated the Director withdraws its designation which it may do at any time with or without cause, or if the Member's membership in the Plan terminates. The resignation or withdrawal of a designation shall be made in writing and shall be delivered or mailed to the Plan, and shall take effect on the date designated therein without the necessity of acceptance by the Board.
- Section 7.09 <u>Meetings of the Board of Directors</u>. An annual meeting of the Board of Directors shall be held during the first regular meeting of each year. Regular meetings of the Board of Directors shall be held at such times as the Board of Directors determines. Written notice of the date, time and place of a regular meeting shall be provided to each Director not less than ten (10) days before the date fixed for the meeting. Special meetings of the Board of Directors may be held at any time when called by the Chairperson, or by the Secretary upon the written request of at least three (3) of the Directors. Written notice of the date, time and place of a special meeting shall be provided to each Director not less than three (3) days before the date fixed for the meeting.
- Section 7.10 <u>Place of Meetings</u>. Each meeting of the Board of Directors shall be held at such place, within Monroe County, as the Board of Directors determines. Meetings may be held electronically (by video or teleconference) in the discretion of the Board of Directors.
- Section 7.11 <u>Notice of Meeting of the Board of Directors</u>. Written notice of the date, time and place of each regular and special meeting of the Board of Directors shall be given to each Director (but not to an alternate) in any of the following ways:
- (a) *Personal Delivery*. Notice may be given by personally delivering such notice to the Director. Notice will be deemed given upon receipt.
- (b) Notice by Electronic Means. Notice may be given by sending such notice to a Director by telecopier, telex, fax, electronic mail or similar mode of communication, provided that the source of the communication can be verified and the receipt confirmed. Notice will be deemed given twenty-four (24) hours after receipt.
- (c) Leaving Notice at the Director's Residence or Office. Notice may be given by leaving such notice with an individual of suitable age and discretion at the Director's residence or office. Notice will be deemed given twenty-four (24) hours after it is left.
- (d) *Mail*. Notice may be given by placing such notice, addressed to the Director at his or her last known address according to the Plan's records, in the United States mail, first-class postage prepaid. Notice will be deemed given on the second day after the day of mailing (not counting the day mailed), irrespective of the date of receipt.

- (e) Express Mail. Notice may be given by delivering such notice, addressed to the Director at his or her last known address according to the Plan's records, to a reputable express mail delivery service that will provide for next day delivery. Notice will be deemed given on the first day after the day of mailing (not counting the day mailed), irrespective of the date of receipt.
- Section 7.12 <u>Waiver of Notice</u>. Notice of any meeting of the Board of Directors need not be given to any Director who waives such notice, in a signed writing before, during or after the meeting, or who attends the meeting without protesting the lack of notice, either prior to the meeting or at the commencement of the meeting.
- Section 7.13 **Quorum.** A quorum must be present at a meeting of the Board of Directors for the transaction of any item of business at such meeting. A quorum shall exist if a majority of the entire Board of Directors (determined based on the Directors then in office) is present at the meeting. If less than a quorum is present at a meeting, a majority of the Directors present at such meeting may adjourn the meeting from time to time without notice other than by announcement at the meeting, until a quorum shall attend. At any such adjournment at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called. The vote of a majority of the Board of Directors present at the time of the vote, if a quorum is present at such time, shall be the act of the Board of Directors, unless a greater vote is required under this Agreement to take action. Once a quorum is present, it may be broken by the subsequent withdrawal of a Director.
- Section 7.14 Action Without a Meeting. Any action required or permitted to be taken by the Board of Directors, or by any committee thereof, at a duly held meeting may be taken without a meeting if all members of the Board of Directors or of the committee (then in office), as the case may be, consent in writing to the adoption of a resolution authorizing the action. Such resolution and such written consent shall be filed with the minutes of the proceedings of the Board of Directors or of the committee, as applicable.
- Section 7.15 <u>Personal Attendance by Conference Communication Equipment.</u> Any Director and any committee member may participate in a meeting of the Board of Directors or of such committee by means of a video conference, conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at the meeting.
- Section 7.16 <u>Compensation</u>. Directors shall not receive compensation from the Plan for their services in their capacity as Directors but, by resolution of the Board of Directors, a fixed sum and reimbursement of expenses may be paid to Directors for attendance at each meeting of the Board. Nothing in this Section shall be construed to preclude a Director from serving the Plan in any other capacity and receiving compensation in such capacity.

## Section 7.17 **Board Committees.**

(a) The Board of Directors may appoint an Executive Committee consisting of the Officers designated under <u>Article 8</u> of the Agreement. Meetings of the Executive Committee shall be noticed and conducted in accordance with the terms of this <u>Article 7</u>, but meetings may only be called by the Chairperson of the Board, who shall be the Chairperson of the Executive

Committee. The Executive Committee shall have the authority of the Board of Directors, except that the Committee shall not have authority with respect to the following matters: filling of vacancies on the Board of Directors; removal of Directors from the Board of Directors; determining the amount of Plan Contributions to be charged to the Members and how such Plan Contributions will be allocated among the Members; distributions of a surplus or deficit; determining Distributions; admission or termination of a Member; incurring an expenditure greater than ten thousand dollars (\$10,000), or incurring multiple expenditures in a Plan Year in excess of that amount for the same purpose; and, amendment or termination of all or any portion of this Agreement or merger of all or any portion of the Plan with another plan. The purpose of the Executive Committee is to address operational matters that relate primarily to the approval of an expenditure of money and that need to be addressed prior to a scheduled Board meeting. Prior to the next scheduled Board meeting, the Executive Committee shall report to the Board any actions the Executive Committee has taken since the preceding Board meeting.

- (b) The Board of Directors may appoint, from time to time, one or more standing committees of the Board of Directors, which shall consist of three or more Directors. Committees of the Board of Directors shall have such powers as are conferred upon them by the Board of Directors.
- (c) A majority of the members of a committee of the Board shall constitute a quorum for the transaction of any item of business of such committee. The committee of the Board of Directors may make other rules for the conduct of its business. Members of any committee of the Board of Directors may be removed from office in the same manner as Officers of the Plan may be removed from office.

## ARTICLE 8. OFFICERS

Section 8.01 <u>Election of Officers</u>. The Board of Directors shall elect a Chairperson and a Vice-Chairperson of the Board, a Secretary and a Treasurer, and such other Officers with such powers as it shall determine each year at its annual meeting, and thereafter if necessary to fill a vacancy. Each Officer shall be a member of the Board and shall serve for a term of one (1) year and until his or her successor is duly elected and qualified, or until his or her earlier death, resignation or removal. Any two offices may be held by the same person. Any vacancies in any office may be filled by the Board of Directors.

Section 8.02 **Removal.** Any Officer of the Plan may be removed at any time, with or without cause, by the affirmative vote of a majority of the entire Board of Directors (determined based on the Directors then in office).

Section 8.03 <u>Compensation</u>. Officers shall not receive compensation from the Plan for their services in their capacity as Officers. The Officers may be reimbursed for reasonable expenses incurred in connection with the discharge of their duties as an Officer of the Plan. Nothing in this Section shall be construed to preclude an Officer from serving the Plan in any other capacity and receiving compensation in such capacity.

Section 8.04 <u>Chairperson/Vice-Chairperson</u>. The Chairperson shall preside at all meetings of the Board of Directors. At the request of the Chairperson or in his or her absence or inability to act, the Vice-Chairperson shall perform the duties and exercise the functions of the Chairperson.

Section 8.05 <u>Secretary</u>. The Secretary shall keep full minutes of all meetings of the Board of Directors. The Secretary shall see that all notices are duly given in accordance with the provisions of this Agreement. The Secretary shall be the custodian of the records. The Secretary shall have such other powers and duties as may be properly designated by the Board of Directors.

Section 8.06 <u>Treasurer</u>. The Treasurer shall act as the chief fiscal officer of the Plan. The Treasurer shall have such powers and duties as may be properly designated by the Board of Directors.

#### ARTICLE 9. INDEMNIFICATION

Section 9.01 **Generally.** Each Person who was or is made a party to or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he/she/it or his/her/its is or was an Officer, committee member, Member, representative of a Member, or Director of the Plan (an "Indemnitee"), shall be indemnified and held harmless by the Plan against all expense, liability and loss, including without limitation excise taxes or penalties, judgments, fines, amounts paid in settlement (provided the Board of Directors shall have given its prior consent to such settlement, which consent shall not be unreasonably withheld by it) and reasonable expenses, including attorneys' fees, suffered or incurred by such Indemnitee in connection therewith, and such indemnification shall continue as to an Indemnitee who has ceased to be an Officer, committee member, Member, representative of a Member, or Director and shall inure to the benefit of the Indemnitee's heirs, representatives, and fiduciaries; provided, however, that no indemnification may be made to or on behalf of any Indemnitee if his/her/its acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated or otherwise disposed of, or if he/she/it personally gained in fact a financial profit or other advantage to which he/she/it was not legally entitled. Notwithstanding the foregoing, except as contemplated by Section 9.03 of this Agreement, the Plan shall indemnify any such Indemnitee in connection with a proceeding (or part thereof) initiated by such Indemnitee only if such proceeding (or part thereof) was authorized by the Board of Directors. An individual seeking indemnification under this Section 9.01 shall give written notice to the Board of Directors not later than thirty (30) days after the individual had notice of the commencement of the proceeding with respect to which the individual seeks indemnification.

- Section 9.02 Advancement of Expenses. All expenses reasonably incurred by an Indemnitee in connection with a threatened or actual proceeding with respect to which such Indemnitee is or may be entitled to indemnification under this Article 9 shall be advanced to him/her/it or promptly reimbursed by the Plan in advance of the final disposition of such proceeding, upon receipt of an undertaking satisfactory to the Board of Directors by him/her/it or on his/her/its behalf to repay the amount of such advances, if any, as to which he/she/it is ultimately found not to be entitled to indemnification or, where indemnification is granted, to the extent such advances exceed the indemnification to which he/she/it is entitled. Such person shall cooperate in good faith with any request by the Plan that common counsel be used by the parties to any proceeding who are similarly situated unless to do so would be inappropriate due to an actual or potential conflict of interest.
- Section 9.03 **Procedure for Indemnification.** Not later than thirty (30) days following final disposition of a proceeding with respect to which the Plan has received written request by an Indemnitee for indemnification pursuant to this <u>Article 9</u> or with respect to which there has been an advancement of expenses pursuant to <u>Section 9.02</u> of this Agreement, the Board of Directors shall meet and find whether the Indemnitee met the standard of conduct set forth in <u>Section 9.01</u> of this Agreement and, if it finds that he/she/it did, or to the extent it so finds, the Board of Directors shall authorize such indemnification.
- (a) Such standard shall be found to have been met unless: (i) a judgment or other final adjudication adverse to the Indemnitee established that the standard of conduct set forth in Section 9.01 of this Agreement was not met; or (ii) if the proceeding was disposed of other than by judgment or other final adjudication, the Board of Directors finds in good faith that, if it had been disposed of by judgment or other final adjudication, such judgment or other final adjudication would have been adverse to the Indemnitee and would have established that the standard of conduct set forth in Section 9.01 of this Agreement was not met.
- If the Board of Directors fails or is unable to make the determination called for by (b) Section 9.03(a), or if indemnification is denied, in whole or part, because of an adverse finding by the Board of Directors, or because the Board of Directors believe the expenses for which indemnification is requested to be unreasonable, such action, inaction or inability of the Board of Directors shall in no way affect the right of the Indemnitee to make application therefor in any court having jurisdiction therein. In such action or proceeding, or in a suit brought by the Plan to recover an advancement of expenses pursuant to the terms of an undertaking, the issue shall be whether the Indemnitee met the standard of conduct set forth in Section 9.01 of this Agreement, or whether the expenses were reasonable, as the case may be (not whether the finding of the Board of Directors with respect thereto was correct). If the judgment or other final adjudication in such action or proceeding establishes that the Indemnitee met the standard set forth in Section 9.01 of this Agreement, or that the disallowed expenses were reasonable, or to the extent that it does, the Board of Directors shall then find such standard to have been met or the expenses to be reasonable, as the case may be, and shall grant such indemnification, but shall not grant to the Indemnitee indemnification of the expenses incurred by him/her/it in connection with the action or proceeding resulting in the judgment or other final adjudication that such standard of conduct was met, or relating to the reasonableness of the expenses. Neither the failure of the Board of Directors to have made timely a determination prior to the

commencement of such suit that indemnification of the Indemnitee is proper in the circumstances because the Indemnitee has met the applicable standard of conduct set forth in Section 9.01 of this Agreement, nor an actual determination by the Board of Directors that the Indemnitee has not met such applicable standard of conduct, shall create a presumption that the Indemnitee has not met the applicable standard of conduct. In any suit brought by the Indemnitee to enforce a right to indemnification, or by the Plan to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the Indemnitee is not entitled to indemnification, under this Article 9 or otherwise, shall be on the Plan.

- (c) A finding by the Board of Directors pursuant to this <u>Section 9.03</u> that the standard of conduct set forth in <u>Section 9.01</u> of this Agreement has been met shall mean a finding: (i) by the Board of Directors acting by a quorum consisting of Directors who are not parties to such proceeding; or (ii) if such a quorum is not obtainable, or if obtainable, such a quorum so directs, by the Board of Directors upon the written opinion of independent legal counsel that indemnification is proper in the circumstances because the applicable standard of conduct has been met.
- Section 9.04 <u>Contractual Article</u>. The rights conferred by this <u>Article 9</u> are contract rights which shall not be abrogated by any amendment, repeal, termination or expiration of this <u>Article 9</u>, with respect to events occurring prior to such amendment, repeal termination or expiration, and shall be retroactive to events occurring prior to the adoption of this <u>Article 9</u>. This <u>Article 9</u> shall be binding on any successor to the Plan.
- Section 9.05 <u>Non-Exclusivity</u>. The indemnification provided by this <u>Article 9</u> shall not be deemed exclusive of any other rights to which any Person covered hereby may be entitled other than pursuant to this <u>Article 9</u>. The Plan is authorized to enter into agreements with any such Person providing rights to indemnification or advancement of expenses in addition to the provisions set forth in this <u>Article 9</u>, and the Members and the Board of Directors are authorized to adopt, in their discretion, resolutions providing any such person with any such rights.
- Section 9.06 <u>Indemnification of Employees and Agents of the Plan</u>. The Plan may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and the advancement of expenses to any employee or agent of the Plan with the same scope and effect as provided by this <u>Article 9</u>.
- Section 9.07 <u>Insurance</u>. The Plan may, to the extent determined by the Board of Directors, purchase insurance in order to insure the Plan's obligations set forth in this <u>Article 9</u>.

## ARTICLE 10. DISSOLUTION, MERGER, WITHDRAWAL AND WINDING UP

Section 10.01

(a) Withdrawal of a Member from Participation in Minimum Premium Contract(s). A Member shall have the right to withdraw from participation in the Minimum Premium Contract(s) and become a Non-Minimum Premium Member, but such withdrawal shall be effective only on January 1<sup>st</sup>. Withdrawal must be preceded by written notice given on or before

April 1<sup>st</sup> prior to the January 1<sup>st</sup> withdrawal date, and the notice must be given to the Chairperson and the Treasurer. After such notice is given, the Member and the Board will review the impact of the withdrawal on the Member and the Plan, and the Member shall then confirm or revoke its decision to withdraw from participation in the Minimum Premium Contract(s) by written notice given on or before September 1<sup>st</sup> prior to the January 1st withdrawal date. Failure to give the required written notices in a timely manner as required herein shall make the Member's attempt to withdraw from participation in the Minimum Premium Contract(s) null and void, unless the Board of Directors consents to the withdrawal of the Member.

(b) <u>Complete Withdrawal of a Member from Participation</u>. A Member shall have the right to completely withdraw from participation in the Plan, but such withdrawal shall be effective only on January 1st. Withdrawal must be preceded by written notice given on or before April 1st prior to the January 1st withdrawal date, and the notice must be given to the Chairperson and the Treasurer. After such notice is given, the Member and the Board will review the impact of the withdrawal on the Member and the Plan, and the Member shall then confirm or revoke its decision to withdraw from participation by written notice given on or before September 1st prior to the January 1st withdrawal date. Failure to give the required written notices in a timely manner as required herein shall make the Member's attempt to withdrawal of the Member.

### Section 10.02

- (a) Surplus/Deficit Payment after Withdrawal from Participation in Minimum Premium Contract(s). If a Member voluntarily withdraws from participation in the Minimum Premium Contract(s) pursuant to Section 10.01(a), the Member will: (i) be responsible for any deficits; and (ii) share in any surplus, calculated through the date of the Member's withdrawal from participation in the Minimum Premium Contract(s) (calculated as specified in Section 5.08) and shall satisfy any other obligation related to the Member's participation in the Minimum Premium Contract(s). For Plan Years after a Member withdraws from participation in the Minimum Premium Contract(s) (but remains a Non-Minimum Premium Member), the Member shall not be responsible for any deficits or share in any surplus with respect to such Plan Years, but may share in distribution of surplus upon wind-up of the Minimum Premium Contract(s) as described in Section 10.04 or wind-up of the Plan as described in Section 10.05.
- (b) <u>Surplus/Deficit Payment after Termination or Complete Withdrawal from Participation in Plan</u>. If a Member is terminated from participation in the Plan pursuant to Section 3.04 or withdraws completely from participation in the Plan pursuant to Section 10.01(b), the Member will be responsible for any deficits calculated through the date of the Member's termination or complete withdrawal from participation (calculated as specified in Section 5.08) and shall satisfy any other obligation related to the Member's participation in the Plan. A Member that is terminated from participation in the Plan pursuant to Section 3.04 or withdraws completely from participation in the Plan pursuant to Section 10.01(b) shall not share

in any surplus for the Plan Year in which such termination or withdrawal is effective. For Plan Years after a Member is terminated or withdraws completely from participation in the Plan, the Member shall not be responsible for any deficits or share in any surplus with respect to such Plan Years and shall not share in distribution of surplus upon wind-up of the Plan.

Section 10.03 **Voluntary Dissolution.** The Plan shall be dissolved and its affairs wound up as described in Section 10.05 upon the vote of two-thirds (2/3) of all of the Directors.

Section 10.04 Mandatory Wind Up of Minimum Premium Contract(s). If at the end of a Plan Year, the total number of Participants covered under Minimum Premium Contract(s) under the Plan is 500 or fewer (or such other number that the Board, in consultation with the Plan's consultant, determines will make it financially infeasible to continue the Minimum Premium Contract(s)), the Minimum Premium Contract(s) shall be terminated not later than the end of the following Plan Year. Upon termination of the Minimum Premium Contract(s), (i) all Members (excluding the Non-Minimum Premium Members) shall fund any deficit that must be paid to the Insurer under the Minimum Premium Contract(s) in proportion to the total cumulative Plan Contributions paid to the Plan with respect to Minimum Premium Contract(s) by such Members (excluding the Non-Minimum Premium Members) or based on such other methodology determined by the Board of Directors. If there is a surplus, all Members (including the Non-Minimum Premium Contract(s) by such Members (including the Non-Minimum Premium Members) or based on such other methodology determined by the Board of Directors.

Section 10.05 <u>Complete Wind Up of the Plan</u>. Upon the dissolution of the Plan, the Board of Directors may, in the name of and for and on behalf of the Plan, prosecute and defend suits, whether civil, criminal or administrative, discharge the Plan's liabilities, and distribute to the Members (including the Non-Minimum Premium Members) any remaining assets of the Plan as described below. Upon winding up of the Plan, the assets shall be distributed as follows:

- (a) to the payment of all liquidating expenses, including accounting and legal fees;
- (b) to creditors of the Plan, which may include Members, in satisfaction of the liabilities of the Plan, whether by payment or by establishment of adequate reserves; and
- (c) to all Members (including the Non-Minimum Premium Members) of the Plan in proportion to the total cumulative Plan Contributions paid to the Plan with respect to Minimum Premium Contract(s) by such Members (including the Non-Minimum Premium Members) or based on such other methodology determined by the Board of Directors. Members whose participation in the Plan was terminated pursuant to Section 3.04 or by reason of their complete withdrawal from participation in the Plan pursuant to Section 10.01(b) shall not be entitled to a share of any distribution.

Section 10.06 <u>Termination</u>. Upon completion of the dissolution, winding up, liquidation, and distribution of the assets of the Plan, the Plan shall be deemed terminated.

14859658\_1

Section 10.07 <u>Merger</u>. The merger of this Plan with any other plan shall require the approval of two-thirds (2/3) of all of the Directors.

## ARTICLE 11. REPORTING & RECORDKEEPING

Section 11.01 <u>Books and Records</u>. The Plan shall maintain detailed records relating to the operation of the Plan. For any purpose that is reasonably related to its interest as a Member or Director, or if a Director receives a request from a Member that it represents for information relating to the Plan, a Member or Director, or its duly authorized agent, shall respond to any such request and may inspect and copy, at its own expense and on fifteen (15) days written notice to the Plan, any and all records of the Plan, but such access to information shall be provided in accordance with applicable law (including, but not limited to, the HIPAA Privacy Rules).

Section 11.02 **Reports.** The Board of Directors shall cause to be prepared and filed all necessary returns or reports for the Plan. Each Member shall furnish to the Plan all pertinent information in its possession relating to Plan operations that is necessary to enable the Plan's returns and reports to be prepared and filed.

Section 11.03 <u>Annual Financial Audit</u>. The Board of Directors will arrange to have prepared annually a financial audit of the operations of the Plan by an independent and competent third party. A copy of the audit will be provided to the Board.

### ARTICLE 12. HIPAA COMPLIANCE

Section 12.01 <u>Compliance With HIPAA</u>. Effective April 14, 2004, the Plan will comply with HIPAA as provided in this Article.

Section 12.02 <u>General Requirements</u>. The Plan may disclose PHI to a Member or allow an Insurer to make a disclosure to the Member in the following circumstances:

- (a) The Plan or an Insurer on behalf of the Plan may disclose Summary Health Information to a Member if the Member requests the Summary Health Information for the purpose of obtaining premium bids from Insurers for providing health insurance coverage under the Plan, or modifying, amending or terminating the Plan.
- (b) The Plan or an Insurer on behalf of the Plan may disclose to a Member information on whether an Employee or Retiree is participating in the Plan, or is enrolled in or has disenrolled from an Insurer.
- (c) The Plan or an Insurer on behalf of the Plan may disclose PHI to a Member if the disclosure is made pursuant to an authorization that is in compliance with the HIPAA Rules.
- (d) Disclosure of PHI to the Member by the Plan or by an Insurer on behalf of the Plan may occur provided such use and disclosure of PHI are in accordance with the requirements of the HIPAA Rules and this Article.

14859658\_1

## Section 12.03 <u>Implementation Specifications</u>.

- (a) The Plan and an Insurer on behalf of the Plan may disclose PHI to a Member provided that the Member agrees to the following, which the Member has done by executing this Agreement or an Adoption Agreement:
  - (i) the Member will not use or further disclose the PHI other than as permitted or required by the Plan or as required by law;
  - (ii) the Member will ensure that any agent, including a subcontractor, to whom the Member provides PHI received from the Plan or an Insurer on behalf of the Plan agrees to the same restrictions and conditions that apply to the Member with respect to the PHI;
  - (iii) the Member will not use or disclose the PHI for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Member;
  - (iv) the Member will report to the Plan any use or disclosure of PHI that is inconsistent with the uses or disclosures provided for, if and when it becomes aware of such a situation;
  - (v) the Member will make PHI available in accordance with the access provisions of the HIPAA Rules;
  - (vi) the Member will make PHI available for amendment and incorporate any amendments to PHI in accordance with the amendment provisions of the HIPAA Rules;
  - (vii) the Member will make PHI available required to provide an accounting of disclosures in accordance with the accounting provisions of the HIPAA Rules;
  - (viii) the Member will make its internal practices, books and records relating to the use and disclosure of PHI received from the Plan or an Insurer on behalf of the Plan available to the Secretary of Health and Human Services for purposes of determining compliance by the Plan with the HIPAA Rules;
  - (ix) the Member will, if feasible, return or destroy all PHI received from the Plan or an Insurer on behalf of the Plan that the Member still maintains in any form and retain no copies of such information when no longer needed for the purpose for which the disclosure was made, except that, if such return or destruction is not feasible, the Member will limit further use and disclosure to those purposes that make the return or destruction of the information infeasible; and

- (x) the Member will ensure that there is adequate separation between the Member and the Plan as described below.
- (b) In order to create adequate separation between the Plan and the Member, the Plan will do the following:
  - (i) describe those employees or classes of employees or other persons under the control of the Member who will be given access to PHI, provided that any employee or person who receives PHI relating to payment under, health care operations of, or other matters pertaining to the Plan in the ordinary course of business must be included in such descriptions;
  - (ii) PHI will be disclosed to the Member for use only as necessary to fulfill Plan Administration Functions that the Member performs for the Plan; and
  - (iii) the Plan will provide an effective mechanism for resolving any issues of non-compliance by such individuals with the requirements set forth in this Article.
- (c) The Member may only use or disclose PHI if:
  - (i) the Member has properly received the PHI from the Plan or an Insurer on behalf of the Plan;
  - (ii) the use and disclosure of the PHI is required by the Plan; and
  - (iii) such use and disclosure complies with the requirements of the HIPAA Rules and this Article.
- (d) The Plan, with respect to disclosure of PHI to a Member, may do the following:
  - (i) disclose PHI to a Member to carry out Plan Administration Functions that the Member performs, provided that the Member abides by the restrictions set forth in this Article;
  - (ii) not permit an Insurer to disclose PHI to a Member, except as permitted by the HIPAA Rules or this Article:
  - (iii) not disclose PHI or permit an Insurer to disclose PHI to a Member as otherwise permitted, unless a statement regarding such disclosure is included in the Plan's Privacy Notice; and
  - (iv) not disclose PHI to a Member for the purpose of employment-related actions or decisions or in connection with any other benefit or employee benefit plan of the Member.

(e) If the Plan designates itself as a hybrid entity so that the Health Care Components must comply with the HIPAA Rules, then the Health Care Components may not disclose PHI to any other component of the Plan, except to the extent permitted by law. The components of the Plan which are not Health Care Components shall not use or disclose PHI.

### ARTICLE 13. MISCELLANEOUS PROVISIONS

## Section 13.01 <u>Amendment/Termination of this Agreement.</u>

- (a) This Agreement may be amended by a majority vote of the entire Board of Directors.
- (b) The notice of a meeting of the Directors, at which an amendment or termination of this Agreement will be considered, shall contain the language of this Agreement that will be altered or deleted in its original form and as altered or deleted.
- Section 13.02 <u>Notices</u>. All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing and shall be given in accordance with <u>Section 7.11</u> of this Agreement. Notices may be signed and given by the attorney for any party delivering a notice hereunder.
- Section 13.03 <u>Merger</u>. This Plan contains the sole and entire agreement and understanding of the parties with respect to its subject matter. Except as provided in this Agreement, any and all prior discussions, negotiations, commitments, and understandings relating thereto are hereby merged in this Agreement.
- Section 13.04 <u>Article 5-G Agreement</u>. This Plan is intended to be a municipal cooperation agreement for the provision of joint services as described in Article 5-G of the New York General Municipal Law. The Members have determined that they can provide health insurance or health insurance benefits for the Participants at a significant cost savings by being a Member of the Plan.
- Section 13.05 No Guarantee of Tax Consequences. Neither the Plan nor the Members make any commitment or guarantee that any amounts paid to or for the benefit of a Participant under the Plan shall be excludable from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment shall apply to or be available to any Participant. It shall be the obligation of each Participant to determine whether such payment under the Plan is excludable from the Participant's gross income for federal or state income tax purposes, and to notify the employing Member if the Participant has reason to believe that any such payment is not so excludable.
- Section 13.06 **Quality of Health Services.** The selection by the Plan of the coverage that may be provided through the Plan does not constitute any warranty, express or implied, as to the quality, sufficiency or appropriateness of the services that may be provided by any health care or other service provider, nor do the Plan or Members assume or accept any responsibility with respect to the denial by any prospective provider of access to, or financial support for, any

service, whether or not such denial is appropriate under the circumstances. Each Participant for whom enrollment is provided under any coverage agrees, as a condition of such enrollment, that such Participant will look only to appropriately certified or licensed providers, and not to the Plan or Members, for health care or other services, and further that the Participant releases, discharges, indemnifies and holds harmless the Members, the Plan, their respective employees, officers, designees, board members, and all other persons associated with them, with respect to all matters relating to: (a) the quality, sufficiency and appropriateness of health care or other services provided; (b) the failure by any provider to provide any service needed, or to properly obtain informed consent prior to rendering or withholding any service, regardless of the reason for such failure; and (c) professional malpractice by a service provider, or the failure of any insurance carrier to pay for any care for which the Participant or other service recipient believes himself/herself entitled to reimbursement.

Section 13.07 <u>Dispute Resolution</u>. If a dispute arises with respect to any Member's participation in the Plan, a dispute will be submitted to a dispute resolution committee created by the Board of Directors (the "Dispute Committee"). The Dispute Committee will investigate the dispute and make a recommendation to the Board of Directors regarding resolution of the dispute. The Board of Directors will then make a final determination regarding resolution of the dispute. If the Member who is the subject of the dispute disagrees with the Board's determination, then either the Member or the Plan may pursue legal action to seek resolution of the dispute.

Section 13.08 <u>Governing Law</u>. This Plan and the obligations of the Members hereunder shall be operated and performed and interpreted, construed and enforced in accordance with all applicable laws of the State of New York without reference to the principles of conflicts of laws and all applicable federal laws.

Section 13.09 <u>Waiver</u>. No consent or waiver, express or implied, by any Member to any breach or default by another or the performance by another of its obligations under this Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligation of such Member under this Agreement.

Section 13.10 <u>Severability</u>. If any provision of this Agreement or the application of the provisions of this Agreement shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the extent permitted by law. If any court determines that any provision of this Agreement, or any part thereof, is unenforceable for any reason, then there shall be added to this Agreement a legal, valid and enforceable provision as similar in terms to such invalid or unenforceable provision as may be possible.

Section 13.11 <u>Captions</u>. The captions used in this Agreement are inserted for convenience only and are not part of this Agreement.

Section 13.12 **Gender.** The masculine, feminine or neuter pronouns used in this Agreement shall be deemed to include the masculine, feminine or neuter genders, as appropriate.

- Section 13.13 <u>Binding Agreement</u>. Subject to the restrictions on transfers set forth in this Agreement, this Agreement shall inure to the benefit of and be binding upon the Members and their respective legal representatives, successors and assigns.
- Section 13.14 <u>Counterparts Execution</u>. This Plan may be executed in one or more counterparts each of which, when executed and delivered, shall be an original but all of which together shall constitute one and the same agreement. This Plan may also be executed by having each Member sign a separate copy of the signature page, which, when combined, shall constitute the required execution of this Agreement.
- Section 13.15 **Failure of Performance.** If a Member fails in a due performance of any of its obligations under the terms of this Agreement, the Plan will have the right, at its election, to sue for damages for such breach and to seek such legal and equitable remedies as may be available to it, including the right to recover all reasonable expenses, which shall include reasonable legal fees and court costs, incurred to sue for damages or to seek such other legal and equitable remedies. Nothing contained herein shall be construed to restrict or impair the rights of the Plan to exercise this election. All rights and remedies herein provided or existing at law or in equity shall be cumulative of each other and may be enforced concurrently therewith or from time to time.
- Section 13.16 <u>Survival</u>. Every provision of this Agreement shall survive the expiration or termination of this Agreement, or to the extent applicable a withdrawal or termination of a Member, if specifically provided in this Agreement, or if necessary to complete performance under the terms of this Agreement, or if necessary to protect the right of any Person granted under the terms of this Agreement (<u>e.g.</u>, <u>Article 5</u>, <u>Article 9</u>, <u>Section 10.02</u>, <u>Section 10.04</u>, <u>Article 12</u>, and <u>Article 13</u>).
- Section 13.17 <u>Attorney-in-Fact</u>. The Plan's Chairperson and Vice-Chairperson are designated to receive, on behalf of the Plan, service of a summons or other legal process in any action, suit or proceeding arising out of any contract, agreement or transaction involving the Plan.
- Section 13.18 <u>Confidentiality</u>. Nothing contained in this Agreement shall be construed to waive any right of a Participant with respect to the confidentiality of PHI, and such right may only be waived upon the written authorization of the Participant.

Originally adopted July 1, 1986 Amended and Restated Effective as of the Restatement Effective Date

## ROCHESTER AREA SCHOOL HEALTH PLAN I

## **SCHEDULE A**

**Adoption Agreement** 

## ROCHESTER AREA SCHOOL HEALTH PLAN I

## SCHEDULE B

## **Benefit Plan Contracts**

**Classic Blue** 

**Classic Blue Secure** 

**Simply Prescriptions** 

Aetna Plan 1 (Rx Copay \$9 or \$10/\$25/\$40 (90-day 3x))

Aetna Plan 2 (Rx Copay \$9 or \$10/\$25/\$40 (90-day 2x))

Aetna Plan 3 (Rx Copay \$4 or \$5/\$20/\$35 (90-day 3x))

Aetna Plan 4 (Rx Copay \$4 or \$5/\$30/\$75 (90-day 2.5x))

Aetna Plan 5 (Rx Copay 20%/25%/25%)

Aetna Plan 6 (No Rx Coverage)

**Excellus Dental Administrative Services Agreement** 

**Hartford Accident Coverage** 

**Hartford Critical Illness Coverage** 

Hartford Supplemental Life Insurance Coverage

**Hartford Hospital Indemnity Coverage** 

**Hartford Disability Insurance** 

14859658 1 26

# RESOLUTION FOR APPROVAL OF THE RESTATED ROCHESTER AREA SCHOOL HEALTH PLAN I MUNICIPAL COOPERATION AGREEMENT

WHEREAS, the Monroe 2-Orleans BOCES participates in the Rochester Area School Health Plan I (RASHP I), a municipal cooperative under Article 5G of the General Municipal Law; and

WHEREAS, the RASHP I Board of Directors has approved an amended and restated Municipal Cooperation Agreement ("Restated MCA") to be effective as of January 1, 2026, which updates and clarifies rules regarding participation and withdrawal from RASHP I as well as making other clarifying operational changes; and

WHEREAS, the Restated MCA requires a District to execute an updated adoption agreement prior to January 1, 2026, if the District desires to continue to participate in RASHP I on and after January 1, 2026; and

WHEREAS, the Monroe 2-Orleans BOCES Board ("Board") has reviewed the Restated MCA and adoption agreement and agrees to the terms thereof; and

WHEREAS, the Monroe 2-Orleans BOCES desires to continue to participate in RASHP I on and after January 1, 2026, under the terms of the Restated MCA and adoption agreement;

NOW, THEREFORE, BE IT RESOLVED that the Monroe 2-Orleans BOCES hereby agrees to participate in RASHP I effective on and after January 1, 2026, under the terms of the Restated MCA and adoption agreement.

BE IT FURTHER RESOLVED that the Board hereby authorizes Dr. Thomas K. Putnam to sign the adoption agreement on behalf of the Monroe 2-Orleans BOCES

IN WITNESS WHEREOF, the Board has caused this resolution to be adopted on this 9th day of July, 2025.

Moni	roe 2-Orleans BOCES	
By:		
•	District Clerk	

8.	New Business
<b>.</b>	7. Resolution to Approve Lease Amendment with Roberts Wesleyan University
	vvooloyan omvorony

## AMENDMENT TO THE LEASE OF SPACE WITH ROBERTS WESLEYAN UNIVERSITY

WHEREAS, a lease exists between the Monroe 2-Orleans BOCES (hereinafter referred to as "Tenant") and Roberts Wesleyan University (hereinafter referred to as "Landlord") for space at 2301 Westside Drive, Rochester, New York, 14624, Hastings Room 201, and the Voller Athletic Center, entered into on July 1, 2023 for two (2) years, with successive years expiring on August 31, 2025;

**WHEREAS**, this amendment is made between the parties and entered into on this \_\_\_\_\_ day of July, 2025 as follows:

- 1. Pursuant to Paragraph 7, the lease expires as of 11:59 pm on August 31, 2025.
- 2. Landlord and Tenant agree to extend the lease for an additional three (3) years beginning on September 1, 2025 and ending at 11:59 pm on August 31, 2028.
- 3. Both parties agree to the following extended term schedule as follows: The Tenant shall pay as and for rent for the use of the Hastings Room a total of twenty-thousand dollars (\$20,000.00) for years 2025-2026; twenty-two thousand dollars (\$22,000.00) for years 2026-2027; and twenty-three thousand dollars (\$23,000.00) for years 2027-2028, plus an additional nine-hundred dollars (\$900.00) payable each of the aforementioned years for use of the Voller Athletic Center. Rent for use of the Hastings Room will be payable as follows: For 2025-2026, twenty thousand dollars, payable in two (2) installments of \$10,000.00 each with the first \$10,000.00 payment due by October 1, 2025 and the second \$10,000.00 payment due by March 1, 2026. For 2026-2027, twenty-two thousand dollars, payable in two (2) installments of \$11,000.00 each with the first \$11,000.00 payment due by October 1, 2026 and the second \$11,000.00 payment due by March 1, 2027. For 2027-2028, twenty-three thousand dollars, payable in two (2) installments of \$11,500.00 each with the first \$11,500.00 payment due by October 1, 2027 and the second \$11,500.00 payment due by March 1, 2028. Rent for use of the Voller Athletic Center will be payable in two (2) installments of four-hundred and fifty dollars (\$450.00) each with the first \$450.00 payment due by October 1st and the second \$450.00 payment due by March 1st for each of the aforementioned years. Payment will be made upon 30 days of being invoice from the Landlord and payable to Roberts Wesleyan University.
- 4. Both parties agree the extended term is on the same terms, covenants, and conditions as the original lease that was executed on August 17, 2023.

5. **IN WITNESS WHEREOF**, the parties have caused this lease amendment to be executed by their duly authorized officers, hereunto affixed the day and year written below.

MONROE 2-ORLEANS BOCES
By: Thomas K. Putnam, Ed. D. District Superintendent
Dated:
ROBERTS WESLEYAN UNIVERSITY
By:
Dated:

8.	New Business 8. Resolution to Approve Second Amendment to Lease with Tech Park Owner, LLC (maybe walked in)

9.	Personnel and Staffing  1. Resolution to Approve Personnel and Staffing Agenda

10	Bids/Lease Purchases
10.	Resolution to Accept Daily Cleaning Services Bid

## BOARD OF COOPERATIVE EDUCATIONAL SERVICES Second Supervisory District of Monroe and Orleans Counties 3599 Big Ridge Road, Spencerport, NY 14559

## **BID RECOMMENDATION**

## Daily Cleaning Services for RFB #2135-25

The following bid was opened on June 24, 2025, at 2:00 p.m. My recommendation for the award of this contract is as follows:

Snappie Cleaning Services DBA ACS: \$25,650.00

Bids obtained: 46 Bids returned: 1

## BID ANALYSIS

The bid for Daily Cleaning Services has been recommended for award to the lowest responsive and responsible bidder that met all required bid specifications. This service will be used by O&M to clean Spring Dale Farm's classroom and the Paul Road facility.

June 30, 2025,

Date

Director of Procurement

Wendy Vergamini

44 Evenutive Officer's Deposts	
11. Executive Officer's Reports	
1. Albany D.S. Report	
2. Local Update	

12. Upcoming Meetings/Calendar Events July 31 NYSSBA Summer Law Conference (Albany) July 1-2 NYSSBA Leadership in Education (Albany) Aug 5-6 NYSSBA Summer Law Conference – Live Virtual Aug 6 Noon MCSBA Steering Committee – Strathallan Aug 20 6:00 pm Board Meeting – ESC Board Room

- 13. Other Items
- 14. Executive Session
- 15. Adjournment