

ANNUAL PROFESSIONAL PERFORMANCE REVIEW (APPR) PLAN

MEMORANDUM OF AGREEMENT

BY AND BETWEEN

SMITHTOWN CENTRAL SCHOOL DISTRICT

AND

SMITHTOWN TEACHERS' ASSOCIATION

AGREEMENT between the negotiating representatives of the Smithtown Central School District (the "District") and the Smithtown Teachers' Association (the "Association") made this _____ day of July, 2012.

WHEREAS, the District and the Association have been negotiating certain aspects of their Annual Professional Performance Review (APPR); and

WHEREAS, the parties have resolved all issues of the APPR as they relate to performance and conduct of teachers employed by the District; and

WHEREAS, the parties desire to memorialize their agreement as it relates to all issues of the APPR.


NOW, THEREFORE, IT IS AGREED by and between the District and the Association as follows:

1. The parties shall complete the electronic form created by the New York State Education Department for submission of the APPR Plan to NYSED. The contents of the form have been agreed to by the parties and the form has been attached hereto as "Attachment 1."
2. The parties have agreed to submit "Attachment 1" to the New York State Education Department in order to seek NYSED's approval of the Smithtown Central School District APPR Plan.
3. An APPR Teacher Handbook shall be generated based upon the submitted APPR Plan. This shall be done collaboratively between the District and the STA by August 30, 2012.
4. The parties have agreed to continue to discuss the possibility of including the aforementioned APPR plan in the Collective Bargaining Agreement as an Appendix at some point in the future.
5. Alleged violations of the procedural aspects of the APPR Plan are reviewable pursuant to the grievance procedure. The substantive determination of a teacher's APPR rating, and its components, shall be exclusively reviewable pursuant to the appeals provision of the APPR plan, and shall not be grievable nor arbitrable. However, in the event an employee

who participates in an appeal is subsequently subject of a 3020-a, such information may be presented and reviewed, as deemed relevant by the hearing officer.

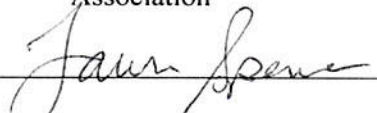
6. The parties have agreed that formal observations shall neither be conducted the first two (2) weeks of school nor the day before or the day after a holiday/vacation. This will not preclude administration's ability to conduct walk-throughs, informal observations, or other classroom visitations.
7. The parties have agreed that all formal observations shall be completed by June 1 of each school year.
8. The District shall not file disciplinary charges against any tenured Association bargaining unit member based upon a unit member's 2012-2013 APPR annual Composite Effectiveness Scores. Nonetheless, the supporting documentation shall remain in the tenured teacher's personnel file and shall be reflective of the teacher's performance during that year.
9. The parties agree that the District and the STA will work to resolve unanticipated issues as they arise, and any changes to the APPR plan that are mandatory subjects of collective bargaining shall be mutually agreed upon by the District and the STA.
10. The parties agree that APPR ratings and evaluations shall be kept confidential, as per the current practice, to the extent permissible under the law.
11. The parties agree that either party shall have the right to reopen the APPR for negotiations for future years beyond the 2012-2013 school year.
12. In the event the State Legislature and/or NYSED amends the requirements and/or components of the APPR Plans, the parties agree to renegotiate an amended plan consistent with the changes in the law and/or regulations.
13. To the extent any provision of the collective bargaining agreement may be in conflict with the terms of the APPR plan or the underlying statute and/or promulgated regulations, the parties will modify such provision/s accordingly.

Negotiating Representative(s) for the
District



7/18/12

Negotiating Representatives for the
Association



7/18/12