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Union: **Edwards-Knox Teachers Association**

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AGREEMENT

Between

CHIEF SCHOOL ADMINISTRATOR

and

**EDWARDS-KNOX
TEACHERS' ASSOCIATION**

July 1, 2015 - June 30, 2019

TABLE OF CONTENTS

ARTICLE I	RECOGNITION.....	1
ARTICLE II	ASSOCIATION RIGHTS.....	1-4
ARTICLE III	GRIEVANCE PROCEDURE.....	4-5
ARTICLE IV	LEAVES OF ABSENCE.....	5-10
ARTICLE V	PERSONNEL FILES/EVALUATION/DISCIPLINE/DISMISSAL.....	11-13
ARTICLE VI	RETIREMENT/TERMINATION BENEFITS.....	13-14
ARTICLE VII	LABOR-MANAGEMENT COMMITTEE.....	14
ARTICLE VIII	FRINGE BENEFITS-HEALTH INSURANCE.....	14-16
ARTICLE IX	WORKING CONDITIONS.....	16-20
ARTICLE X	COMPENSATION.....	20-23
ARTICLE XI	MISCELLANEOUS.....	23-24
ARTICLE XII	POSTING.....	24
ARTICLE XII I	PROFESSIONAL DEVELOPMENT & IN-SERVICE.....	24-25
ARTICLE XIV	DURATION OF AGREEMENT.....	25
APPENDIX A	MOA OF APPR.....	26-39
SUB APPENDIX A	HEDI CONVERSION CHART – 20% LOCAL MEASURES.....	40
SUB APPENDIX B	CONVERSION CHART – 60% OTHER MEASURES.....	41-42
SUB APPENDIX C	MOA (EVALUATION PROCESS).....	43

ARTICLE I - RECOGNITION

The Edwards-Knox Central School Board of Education (hereinafter referred to as the Board), hereby recognizes the Edwards-Knox Central School Teachers' Association (hereinafter referred to as the Association) as the exclusive negotiating representative for all terms and conditions of employment of a unit defined as follows:

Included: All regularly employed full-time and part-time certified instructional personnel, including guidance counselors, librarians, registered nurses, school psychologists, and occupational therapists.

Excluded: Administrators and all other employees.

for the purposes of negotiations under Article 14 of Civil Service Law of the State of New York as amended.

ARTICLE II - ASSOCIATION RIGHTS

- A. The District shall provide up to three (3) days of released time for Association members to pursue Association business without loss of pay or leave time.
- B. Board Minutes - Board minutes and agenda shall be made available electronically to the Association President at the same time as such are made available to Board members.
- C. Contract Reproduction - At the conclusion of bargaining each labor agreement, the district shall be responsible for the reproduction of sufficient numbers of the agreement document. At the beginning of each school year the District shall provide the Association President with a supply of the document for each bargaining unit member requesting a contract.
- D. Deductions From Salary
 - 1. Association dues shall be deducted from semi-monthly paychecks and the total dues deduction forwarded to the Association treasurer. Designation and payroll deduction forms shall be mutually agreed upon by the Association President and the District payroll clerk. It shall be the responsibility of the Association treasurer to notify the District of proper dues amounts and changes therein and to provide and keep a current list of bargaining unit members electing the payroll deduction method for dues payment.
 - 2. Deductions for credit unions, tax shelters, or similar purposes shall be afforded to the bargaining unit member upon timely notice to the business office, and to the extent permitted by existing paycheck slots.

3. Direct deposit of paychecks shall be afforded to bargaining unit members to a bank(s) or credit union(s) designated by the District. (It is understood that there will be no change or reduction from those banks and credit unions designated as of April 21, 1987.) Deposits will be available on the date of payroll.
4. Monies so deducted shall be promptly remitted to the appropriate entity upon receipt, by the District, of a proper billing therefor.
5. Employer Non-Elective Contribution to 403(b) Plan
 - a. Employer Non-Elective Contribution – Leave Conversion - The Employer agrees to make an Employer Non-elective Contribution to the 403(b) account of each covered employee entitled to a leave conversion under Article VI, Section A of the collective bargaining agreement. Such contribution will be in an amount equal to and in place of the accumulated leave provision under Article VI, Section A of the collective bargaining agreement, subject to the maximum contribution permitted under Section 415(c)(1) of the Internal Revenue Code of 1986, as amended, for the year in which the employee severs employment.
 - b. No Cash Option - No employee may receive cash in lieu of or as an alternative to any of the Employer’s Non-elective Contribution(s) described herein.
 - c. Contribution Limitations - In any applicable year, the maximum Employer Contribution shall not cause an employee’s 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees’ 403(b) account, the Contribution Limit shall be based on the employee’s compensation, as determined under Section 403(b)(3) of the Code and in any event, no Employer Non-elective Contribution shall be made on behalf of such former employee after the fifth taxable year following the taxable year in which that employee terminated employment.

In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceed the applicable Contribution Limits, the excess amount shall be handled by the Employer as follows:

- i.) For all members in the New York State Teachers’ Retirement System (“TRS”) with a membership date before June 17, 1971¹, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the Internal Revenue Code and then pay any excess amount as compensation directly to the

¹ **Explanation for TRS Categories:** Under *Education Law* § 501(11)(a), the calculation of a pre-June 17, 1971 TRS Tier I member’s last five years final average salary (upon which a member’s life-time pension is, in part, calculated) includes any non-ordinary income (such as termination pay) which is received as compensation prior to December 31st of the year of retirement. Thus, such a member would benefit from receiving, as compensation, in their final year of employment that portion of the Employer Non-elective contribution, which is in excess of the maximum Contribution Limits of IRC §415. The final average salary of all other members of the TRS (*i.e.* all TRS members with a membership date on or after June 17, 1971) may not include any form of Termination Pay; therefore, the Employer’s post-retirement payment into the employee’s 403(b) account of that portion of the Employer Non-elective Contribution, which is in excess of the maximum Contribution Limits of IRC §415, is more advantageous for those member.

Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the Internal Revenue Code are fully met through payment of the Employer's Non-Elective Contribution; and

ii.) For all members in the New York State Teachers Retirement System ("TRS") with a membership date in the TRS on or after June 17, 1971, and for all members in the New York State Employees' Retirement System regardless of their membership date, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the Internal Revenue Code. To the extent that the Employer Non-elective Contribution exceeds the Contribution Limit, such excess shall be reallocated to the Employee the following year as an Employer Non-elective Contribution (which Contribution shall not exceed the maximum amount permitted under the Code), and in January of each subsequent year for up to four (4) years after the year of the Employee's employment severance, until such time as the Employer Non-elective Contribution is fully deposited into the Employee's 403(b) account. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the Internal Revenue Code.

- d. 403(b) Accounts - Employer contributions shall be deposited into the 403(b) account selected by employee to receive Employer contributions, provided such account will accept Employer Non-elective Contributions. If the employee does not designate a 403(b) account to receive Employer's contributions, or if the account designated will not accept Employer's Non-elective Contributions for any reason, then Employer shall deposit contributions, in the name of the employee, into the endorsed 403(b) program.
- e. Tier I Adjustments - Tier I members with membership dates prior to June 17, 1971, Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.
- f. This provision shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.
- g. This provision shall further be subject to the approval of the 403(b) Provider, which shall review this MOA solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the Internal Revenue Code.
- h. Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and

Employer Non-Elective Contributions and the amount of the participant's Includible Compensation.

E. Facilities

1. The Association shall enjoy full use of mailboxes, meeting space and copying facilities for matters related to Association business. The District may set forth reasonable requirements for notice by the Association of its intent to use school meeting space; further, the District may set reasonable charges for use of machinery and supplies.
2. The District will solicit input from the Association when planning changes of location and structural changes with respect to the Staff Lounge Facilities and work space.

ARTICLE III - GRIEVANCE PROCEDURE

A grievance shall mean a claim by any party to this Agreement that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.

Aggrieved party shall mean the party filing a grievance, whether an individual bargaining unit member or the Association.

Should any difference arise between the Board of Education and the Association as to the meaning and application of the provisions of the Agreement, there shall be no suspension of work on account of such differences, but an earnest effort shall be made to settle them promptly in the following manner:

Step 1

- A. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally.
- B. Discussion between the aggrieved party and the Chief School Administrator, at which discussion the bargaining unit member's supervisor, if any, an Association representative, and appropriate witnesses may be present. Request for such hearing shall be in writing and shall be submitted to the Chief School Administrator not more than thirty (30) school days after the aggrieved party became aware, or should have become aware, of the existence of the grievance. The Chief School Administrator shall hold the hearing within five (5) school days of receipt of a formal request for such hearing. Following the hearing, the Chief School Administrator shall have five (5) school days in which to reply in writing to the grievance.

Step 2

If the grievance remains unsettled, the Association shall have fifteen (15) school days from the date of receipt of the Step 1 answer, to which to appeal to the Board for a formal hearing. Such appeal shall be in writing and set forth the specific reasons for requesting such hearing. The Board shall schedule the hearing no later than fifteen (15) school days following receipt of written appeal, such hearing shall

be held in executive session. Following the hearing, the Board shall have ten (10) school days to reply in writing to the grievance.

Time Limits

With the exception of grievances filed during the month of June, (when “days” shall mean calendar days) “days” shall mean school days in this article.

Step 3

- A. If the grievant is not satisfied with the disposition of the grievance at Step 2, the grievance may be submitted to arbitration by the Association. The grievance may be submitted to arbitration by written notice to the Board within fifteen (15) school days of the decision at Step 2.
- B. Within five (5) school days after such written notice of submission to arbitration, the Board of Education and the Association will attempt to agree upon a mutually acceptable arbitrator competent in the area of grievance, and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within ten (10) school days, a request for a list of arbitrators will be made to the American Arbitration Association by either party.

The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

- C. The selected arbitrator will hear the matter promptly and will issue his/her decision within the time period prescribed by the American Arbitration Association. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues.
- D. The arbitrator shall have no power or authority to make any decision which requires the commission of act prohibited by law or which is violative of the terms of this agreement.
- E. The decision of the arbitrator shall be final and binding upon all parties.
- F. The cost of the services of the arbitrator will be borne equally by the Board and the Association.

ARTICLE IV - LEAVES OF ABSENCE

A. Personal Leave

- 1. A maximum of three (3) days per year, non-cumulative, will be permitted for the purpose of conducting personal affairs of such a nature that they cannot be handled outside of the school day. Request for personal leave shall be made, in email, to the Chief School Administrator or his/her designee at least 24 hours in advance. In cases of emergency, the 24 hour notice requirement may be waived. Personal leave not used will be credited to accumulated sick leave.

2. The exact nature of the use of personal leave need not be stated; however, a bargaining unit member in affixing signature to a request for leave affirms that leave is being taken within the spirit and intent of this provision. Personal leave may not be used to extend a vacation without prior approval of the District Superintendent, except in an emergency. During each school year, bargaining unit members may use one personal day to extend a holiday weekend (Columbus Day, Veterans Day, Martin Luther King Day and Memorial Day) without prior approval of the District Superintendent. No more than four (4) bargaining unit members per day will be allowed to take advantage of this provision. Selection shall be made on the basis of first requests, made in email after September 1 of the applicable school year: if two requests are made at the same time, selection shall be made based on seniority.
3. Any bargaining unit member with seventeen (17) years of teaching experience in the Edwards-Knox or former Edwards Central School or Knox Memorial Central School Districts may convert five (5) unused sick days for one personal day. This conversion may be done only once each year and is not retroactive.

B. Sick Leave

1. Bargaining unit members shall be entitled to twelve (12) days of sick leave per year, accumulative to a maximum of 212 days, for personal illness or injury of such a nature that the employee is unable to perform his/her regularly assigned duties, or for illness in the immediate family demanding the immediate personal attendance and attention of the employee. Upon returning from a sick leave of three (3) or more consecutive days, the employee will be asked by his/her supervisor to provide a written statement from his/her doctor to confirm that the employee and/or family member has been sick. In the event of an extenuating situation, if a doctor's note isn't appropriate, the circumstances will be presented to the Superintendent for consideration.

Sick leave may also be utilized for necessary medical or dental appointments which cannot be scheduled outside normal working hours.
2. Use of sick leave for pregnancy shall be treated in the same manner as for any other disability, to wit: bargaining unit members will need to present to the District a valid doctor's certification indicating that they cannot work in order to use paid sick leave days.
3. Sick leave may be taken in increments of a whole, half or quarter day. Bargaining unit members can take up to four (4) quarter day leaves per school year, but are responsible for finding their own coverage during the quarter day leave which is to be a teacher or substitute teacher with planning period.

C. Bereavement Leave

Up to three (3) days leave at the member's discretion will be granted in each instance of death in the immediate family.

Additional days, if necessary, may be granted at the discretion of the Chief School Administrator.

NOTE: "*Immediate Family*" for the purposes of sick or bereavement leave, shall be defined as members of the bargaining unit member's immediate household related by blood or marriage, or persons with whom the unit member maintains a close, family relationship. Should a question arise as to the status of an individual identified by a bargaining unit member as immediate family, in a request for sick or bereavement leave, burden shall rest with the unit member to establish the validity of the relationship to the satisfaction of the Chief School Administrator.

D. Parental Leave

1. Bargaining unit members will, upon request, be granted leave of absence without pay for a period not to exceed the balance of the school year plus one (1) school year, when birth or adoption occurs during the school year, or for one (1) school year when birth or adoption occurs during the summer.
2. Bargaining unit members on parental leave must provide not less than sixty (60) calendar days prior written notification to the Chief School Administrator of the District indicating their intention to return to work. Bargaining unit members are urged to return at the beginning of a school term, whenever possible.
 - a. Bargaining unit members leaving or returning from parental leave during the school year who have worked less than ninety (90) days and are on step, will remain on step for that year, assuming they return to school within that same school year. The following year the individual will remain on the same step.
 - b. Bargaining unit members leaving or returning from parental leave during the school year who have worked less than ninety (90) days and are not on step, will receive the same rate of pay if they return during the existing school year. In the following year, the individual will receive a salary increment equal to the lesser of:
 - i.) the increase of the highest step change moving horizontally across the salary schedule, or
 - ii.) the across the board increase negotiated for the unit. Pay increase for individuals receiving a parental leave will only be determined by the above guidelines.

E. General

1. The Board of Education, upon the recommendation of the Chief School Administrator, may, at its sole discretion, grant an unpaid leave of absence not to exceed one (1) year to bargaining unit members. Such leave may be renewed for an additional year.
2. It is recognized that from time to time, unusual or extenuating situations may arise wherein a bargaining unit member wishes to absent themselves from work for a purpose which may not be permitted by the leave provisions of this Agreement.

In such instances, the bargaining unit member may request the Chief School Administrator to authorize such absence. The request for such absence shall be made verbally as far in advance as possible. At the sole discretion of the Chief School Administrator, such absence may be authorized. At the Chief School Administrator's discretion, absence may be deducted from the bargaining unit member's personal and, if necessary, accumulated sick leave. Each request for absence under this provision shall be judged on its own merit, and shall in no way be precedential in nature. When a bargaining unit member is on an approved unpaid leave, the sick leave day accrual will be reduced *pro rata* based upon the duration of the leave.

This determination of the Chief School Administrator as to whether to permit the absence, or, if granted, whether absence will be with or without pay, shall be final, and may not be the subject of a grievance.

- a. Bargaining unit members leaving or returning from general leave during the school year who have worked less than ninety (90) days and are on step, will remain on step for that year, assuming they return to school within that same school year. The following year the individual will remain on the same step.
- b. Bargaining unit members leaving or returning from general leave during the school year who have worked less than ninety (90) days and are not on step, will receive the same rate of pay if they return during the existing school year. In the following year, the individual will receive a salary increment equal to the lesser of:
 - i.) the increase of the highest step change moving horizontally across the salary schedule, or
 - ii.) the across the board increase negotiated for the bargaining unit members. Pay increase for individuals receiving a general leave will only be determined by the above guidelines.

The District agrees to abide by all terms and conditions of the Family and Medical Leave Act of 1993 as amended.

F. Sabbatical Leave

1. Sabbatical leave, upon the recommendation of the Chief School Administrator may be granted by the Board for one-half year at full pay or one full year at half pay.
2. Eligibility for sabbatical leave shall be restricted to tenured faculty with fifteen or more years local service who have not had a sabbatical leave during the previous seven-year period.
3. Requests for sabbatical leave must be submitted in writing prior to February 1st of the year preceding the academic year in which the leave is sought.
4. The application for sabbatical leave must include the period of time for which the leave is requested together with a detailed outline of the purposes of said leave.
5. Such outline shall include information concerning the program of educational, travel, teaching or other experiences that are to be undertaken during the sabbatical leave together with a detailed analysis showing how this program will improve the bargaining unit member's instruction upon return to the classroom.
6. Sabbatical leave shall not be granted to more than one bargaining unit member during any one academic year or semester.
7. When more qualified applications are received than there are available openings, a committee composed of two members of the Board, the Chief School Administrator and two bargaining unit members appointed by the Association will select the individuals for whom Board approval of leaves will be recommended.

Such selection shall be on the basis of benefit to the school district, benefit to the bargaining unit member, length of service in the district, and time elapsed since last sabbatical leave. The selection shall be made known prior to the first of May.
8. Salary paid during this period may be considered a loan and secured by a note executed by the bargaining unit member to the Board. The note may provide for its cancellation upon the completion of two years of service to the District following the leave. Failure by the bargaining unit member to return to the District for the full two years may result in the loan being considered due and payable on a pro-rated basis whereby each two pay periods worked will cancel the value of one pay period's receipts during the sabbatical.
9. Contributions to health insurance, retirement and other fringe benefits shall continue without interruption except that during the leave, sick leave shall not be accumulated nor be available for use by the bargaining unit member.
10. Upon completion of the leave, the bargaining unit member shall be placed on the appropriate step of the salary schedule as if service had been continuous.

G. Military Service

Bargaining unit members will be entitled to all legally mandated benefits in compliance with the Uniformed Services Employment and Reemployment Rights Act and with New York State Military Law Section 242.

H. Sick Leave Bank

A sick leave bank shall be made available to all bargaining unit members. The bank shall consist solely of donations of accumulated sick leave from participating bargaining unit members.

A committee of four (4), two (2) chosen by the administration and two (2) chosen by the Association, shall be responsible for the operation and enforcement of the bank's guidelines.

(Suggested guidelines shall be developed by this committee for review and approval by the Board of Education and the bargaining unit members).

The committee shall be responsible for transmitting accurate, up-to-date records on a monthly basis of bank activity to the appropriate district official.

Any dispute involving operation of the pool shall be the sole responsibility of the committee, and is specifically excluded from the grievance procedure of this agreement.

Retiring members may donate up to ten (10) days of accrued time to the sick bank. Resigning members may not leave accrued days to the bank.

I. Professional/Conference/Visitation Day

1. Conferences - Bargaining unit members are encouraged to attend conferences, subject to prior administrative or board approval, for the purpose of self-improvement or service to the profession at District expense, within budgetary limitations. Every effort will be made to provide 30 days advance request for conference approval.
2. Visitation Days - Subject to prior administrative approval, and consistent with the educational needs of the District, bargaining unit members may be granted released time to visit other districts to observe programs and classes within their area of assignment.
3. Professional Days - Bargaining unit members may request, in writing, days for professional reasons at no expense to the District, other than the cost of a substitute, and at no loss of personal leave time, or salary, to the bargaining unit member.

ARTICLE V - PERSONNEL FILES/EVALUATION/DISCIPLINE/DISMISSAL

A. Personnel Files

1. All data maintained by the District on bargaining unit members relative to employment, promotion, discipline, evaluation and all other job-related matters -- exclusive of confidential references and communications received in connection with the initial employment -- shall be placed in a single file and maintained in the central office, and shall be kept locked at all times.
2. No material derogatory to a bargaining unit member's conduct, service, character or personality shall be placed in his/her personnel file unless the bargaining unit member has had an opportunity to review the material. The bargaining unit member shall acknowledge that he/she has had the opportunity to review such material by affirming his/her signature to the copy to be filed with the express understanding that such a signature in no way indicates agreement with the contents thereof, and such signature may not be withheld. The bargaining unit member shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Chief School Administrator and attached to the file copy.
3. The bargaining unit member shall have the right upon request to review the contents of his/her personnel file. Furthermore, the bargaining unit member shall be allowed to make single copies of any document therein. Additional copies shall be at the bargaining unit member's expense. The bargaining unit member shall be entitled to have a representative of the Association accompany him/her during such review. Such review shall be made in the presence of a designated school official, and shall be at a mutually agreeable time. Otherwise, access to the files shall be limited to proper school officials.
4. With the exception of written observation reports of classroom performance, a bargaining unit member may resort to the grievance procedure for determination of material believed to be inaccurate or not based upon fact. Such material, if proven to be inaccurate or not based upon fact, whether by grievance or other means, shall be removed.
5. Before any material concerning a complaint by a parent or student is placed in a bargaining unit member's file, the bargaining unit member will be afforded an opportunity to reply to same by attaching a written statement of explanation or defense.
6. An incident which has not been reduced to writing within thirty (30) school days of its occurrence or discovery, whichever is later and exclusive of the summer vacation period, shall not be placed in the file. This does not preclude the practice by the Administration of keeping a record of a series of relatively minor incidents. The bargaining unit member shall be warned that continuation of these offenses shall result

in a notation being placed in the bargaining unit member's file. Before such a record may be used as part of any action against a bargaining unit member, it must be placed in the bargaining unit member's file in accordance with paragraph 2 above.

B. Bargaining Unit Member Evaluation

1. No bargaining unit member shall suffer any professional disadvantages by reason of his or her membership in the Association or participation in its lawful activities.
2. Definition of Covered Teachers/ Annual Professional Performance Review(APPR)

Classroom teachers as defined in 3012-c will be evaluated using the APPR Agreement in Appendix A

C. Discipline/Dismissal

1. Should it become necessary to officially reprimand or censure, fine, suspend without pay or dismiss a teacher, progressive discipline involving the following procedure will be followed:
 - a. Bargaining unit members shall have been informed of the performance standard expected in all areas of responsibility.
 - b. Bargaining unit members shall have been notified in writing of his/her failure to meet standard(s).
 - c. District shall substantiate that despite warning teacher has failed to correct deficiency.
 - d. Bargaining unit members shall receive supervisory assistance when needed.
2. Exceptions to the above procedure shall be as follows:
 - a. Conviction of a felony.
 - b. Proof of being under the influence of alcohol, illegal drugs or hallucinogens while on school grounds during the school day or at any time while supervising students on an assigned or voluntary basis in connection with school-sponsored activities.
 - c. Failure to maintain certification, or failure to obtain certification within statutory time limits.
 - d. Proven immoral behavior involving students.

3. In case of a grievance over discipline or dismissal, either the Association or the District may submit the matter to arbitration, through the grievance procedure. The decision of the arbitrator shall be limited solely to procedural questions, and shall be constrained from ruling on questions of administrative judgment, or degree of discipline imposed. With respect to discipline or dismissal, should the parties agree to elect Arbitration, it shall be the sole and exclusive remedy available. It is further recognized that the granting of tenure is the sole prerogative of the Board of Education.
4. A decision by the District to deny tenure is not subject to the grievance procedure except under the following circumstances:
 - a. Failure of District to adhere to the evaluation procedure.
 - b. Failure to abide by the personnel file provisions contained herein.

ARTICLE VI - RETIREMENT/TERMINATION BENEFITS

- A. All bargaining unit members who have served twenty (20) years or more in the Edwards-Knox (or separate Edwards and Knox Memorial) School District shall, upon retirement, be entitled to a non-elective contribution to his/her 403(b) account, for accrued and unused sick leave to a maximum of 180 days, as follows:
 1. The employee will be credited \$100 per day for those sick-leave days which accrued during the employee's last year of service preceding the employee's retirement, which were not used by the employee during that last year of service; and
 2. The employee will be credited \$65.00 per day for the remainder of such days.Those monies to be paid by the District pursuant to this subparagraph A hereof shall be paid, in each and every case, directly to the retiring employee's Internal Revenue Code 403(b) account.
- B. A bargaining unit member who retires under terms of the NYSTRS or NYSERS shall have his/her individual health plan paid for by the District, at the current rate of contribution, as detailed in Article VIII, 3. b. (This benefit is not available except for unit members taking a NYSTRS or NYS ERS pension.)
- C. Upon retirement, a bargaining unit member will be entitled to a non-elective contribution to his/her 403(b) account in the amount of \$9,000, as a longevity benefit, if the following requirements are met:
 1. The effective date of retirement must be within the first year of eligibility without penalty or earlier (minimum age of 55) according to the guidelines set by the New York State Teachers' Retirement System.

2. For each year of service less than 30 years, the incentive shall be reduced by \$1000. This part of the incentive will sunset at the expiration of this contract (June 30, 2019).
3. The bargaining unit member shall have completed at least fifteen (15) years of full-time service in the Edwards-Knox Central School District (or separate Edwards and Knox Memorial) by the effective date of retirement.
4. Written notice of retirement to the Superintendent by March 1, of the fiscal year prior to the effective date of retirement.
5. The bargaining unit member may receive payment in any reasonable manner requested at any time during or spread over the year of impact of the retirement incentive, during the last year of employment.

ARTICLE VII - LABOR-MANAGEMENT COMMITTEE

The Labor-Management Committee shall be composed of four members appointed by the Association, and four representatives of the District, including the Superintendent and at least one member of the Board of Education. This Committee shall meet four (4) times per year (once per school year quarter). The schedule shall be mutually developed by the Association President and the Superintendent, and will be set prior to September 30 of each year. Written notification of matters intended to be discussed shall be exchanged at least forty-eight (48) hours in advance of each scheduled meeting's commencement. The meetings shall begin at 4:30 p.m. and shall be no longer than one (1) hour in length. The purpose of the meetings is to discuss matters of interest and concern to Bargaining Unit Members, administrators and the Board of Education in a problem-solving mode. The Committee shall have no power to alter or amend this Agreement.

ARTICLE VII I- FRINGE BENEFITS-HEALTH INSURANCE

A. Health Insurance

1. The Board of Education will pay health insurance premiums under the St. Lawrence-Lewis Counties School Employees' Healthcare Plan Rider 9 for each bargaining unit member and his/her family. Bargaining unit members participating in the health insurance plan will pay twelve percent (12%) of the pure premium cost of that employee's enrollment.

The employee will make this contribution by payroll deduction.

2. Bargaining unit members will be allowed to participate in the 125 Flex Plan through the St. Lawrence-Lewis BOCES, effective 09-01-05. Participants will pay for the administrative fees associated with said Flex Plan.

3. a. If an employee's/retiree's spouse and/or dependents have access to employer-paid or partially-paid health insurance within the St. Lawrence-Lewis Counties School District Employees' Medical Plan (Plan), the rules for coordination of benefits that follow shall apply. The goal of these provisions is to provide full, unduplicated and uninterrupted coverage to all Edwards-Knox unit members and retirees, their spouses, and dependents at minimum cost to the District. No provision shall be construed to allow unit members and retirees, their spouses and/or dependents to profit from their access to coverage by accepting buy-outs or receiving other salary or benefits that transfer the burden of additional cost to the Edwards-Knox District.
 - i.) No duplicate coverage within the Plan will be allowed.
 - ii.) Spouses and dependents must avail themselves of all health insurance benefits available to them as bargaining unit members and/or dependents of bargaining unit members in other districts within the plan.
 - iii.) The birthday rule will apply in determining dependent coverage.
 - iv.) In-Network buyouts shall continue, subject to the following:

If the Edwards-Knox Central School District should be assessed additional penalties or should the District be required to share premium costs with other school districts within the St. Lawrence-Lewis Medical Employer Health Plan, the in network buyouts referred to in Article VIII - B hereof will, at the option of the District, be eliminated.
 - b. Any unit member who retired prior to July 1, 2004, who was at the time of retirement contributing 0% will continue to contribute 0%; any unit member who retired on or after July 1, 2004 but prior to July 1, 2013, will continue to pay 10% of the pure premium cost of his/her enrollment; any unit member who retires on or after July 1, 2013, will pay the same percentage as was paid during that unit member's final year of service to the District.
 - c. All bargaining unit members need to be employed with the District for at least fifteen (15) years immediately preceding the employee's retirement in order to receive health insurance benefits upon retirement, which such retirement must be pursuant to the New York State retirement program.
 - d. The District shall contribute \$25 per year for each bargaining unit member participating in the District dental insurance program.
- B. Commencing on July 1, 2004, the District will allow, at the bargaining unit members' option, who can demonstrate that they have health coverage through a plan other than through the Edwards-Knox Central School District plan, an annual buy-out of the employees' health

insurance based upon the following formula:

1. The District will pay bargaining unit members \$2,000 for a buy-out of their family plan with no other coverage.
2. The District will pay bargaining unit members \$1,000 for a buy-out of their single plan with no other coverage.
3. The District will pay bargaining unit members \$500 for a buy-out of converting from a family plan to a single plan.

All such buy-outs are for twelve (12) months.

ARTICLE IX - WORKING CONDITIONS

A. Work Day

1. The work day for bargaining unit members in the Edwards-Knox Central School District shall not exceed seven and one half (7½) hours per day on Monday through Friday. All teachers are requested to be in their rooms 5 minutes prior to school starting, ready to receive and supervise students. The District will set the starting and ending times of the 7½-work day each school year. Bargaining Unit Members have a professional obligation to stay after school when there is a need for a parent meeting. Such meetings will be held at a mutually agreeable time and date.

Child care will be permitted for school aged children of bargaining unit members from 7:25 AM. to 7:55 AM. in a designated area agreed upon by the District and the Union.

2. Buses will leave by 2:55 PM. each day. The time between 7:25 AM. and 7:55 AM will be used for Administrative purposes including, but not limited to, faculty meetings, professional development, team meetings, additional planning, curriculum work, Shared Decision Making meetings, etc. on a maximum of three (3) out of six (6) days. The remaining days of six (6) will be for individual professional purposes including, but not limited to, personal planning, meetings with consultant teachers, common planning, grading, clubs, updating web pages, etc.

3. Bargaining unit members will have no formally assigned students between 7:25 am and 7:55 AM. However, bargaining unit members have the option of working with students during this time.

4. Work Day – Bargaining unit members will be allowed to arrive at 7:55 AM on the 1st and 3rd Friday every month on semesters 1 and 3 and the 2nd and 4th Friday every month on semesters 2 and 4. If there is a snow day or holiday, there will be no additional giveback days.

Excluded from this are:

5. Detention - Bargaining unit members, with the exception of the school nurse, in both high school and elementary will monitor two (2) nights of student detention for a period of time not to exceed 4:10 p.m. and in accordance with mutually developed detention guidelines pertaining to the working conditions of the teachers involved. Each level will have up to 12 students. If one level has no students, they may be given students from the other level in cases where the number of students in the other level exceeds the maximum listed above. The levels will not be fully combined (i.e. PreK-12), but may be staggered (i.e. Grades 5-8 and 9-12). Only the overflow students will be sent to the other level. An administrator will be available at all times during the duration of detention, and teachers will be provided with a radio so they may communicate with said administrator.

6. Bargaining Unit members will volunteer for one after school extracurricular duty during a school year. These duties will include basketball games (V/JV), concerts, art shows, etc. Class fundraising events, with the exception of dances will not be included (i.e. fun nights, etc). An administrator will be present at all events. Bargaining unit members will not be assigned if an event does not have a chaperone. A sign-up sheet of events will be posted in September similar to detention sign-up lists.

7. Open House/Conference Times - Open House and Conference times will be held during the school year for Pre-K through grade 12, according to the following schedule:

- a. The Fall Conference Schedule: Joint conferences will be on the Thursday evening following the Ten (10) week marking period from 3:30 p.m. to 7:30 p.m., as scheduled by the District, late arrival at 11:10 AM. half day.
- b. The Spring Conference: Pre-K through grade 12 conferences will be tied to the twenty-five (25) week marking period as scheduled by the District, with students with a late arrival at 11:10 AM. half day. The spring conference time will be from 3:30 p.m. to 7:30 p.m.
- c. A schedule of these dates will be included in the faculty handbook.

8. Emergencies - Other unavoidable emergency meetings due to unforeseen crisis/circumstances.

B. Planning

1. Planning Time - Every bargaining unit member shall be provided with one daily instructional period for planning and preparation (i.e., five (5) periods per week) with no scheduled teaching duties. This time shall be protected from supervisory duties and shall be in addition to the thirty minute duty-free lunch period. The District will

determine the time the bargaining unit members take their lunch break.

2. Secondary-class Assignments/class Size - Beginning no later than March 1st and finishing no later than June 1st of each school year the secondary administrator and the guidance counselor will meet with the staff. The bargaining unit members will be provided with current student numbers and requests for classes for the next school year. Together as a "team" discussion will be held to determine which bargaining unit members will be assigned which classes/levels. Some components to be used as guides will be size of classes; testing requirements; personal choice: personal area of expertise or experience; etc. In the event that the team is not able to reach consensus the administrator will make a decision and a minority report may be sent to the Superintendent. By June 14th the master schedule/class assignments/class size lists will be determined, printed and distributed to staff.
3. Elementary/High School Bargaining Unit Member Assignments/Reassignments - Elementary and High School bargaining unit members shall be notified in writing no later than June 14th of their schedules for the coming school year. If changes in enrollment, or scheduling, occur between June 14th and September 1st which cause a bargaining unit member's assignment to change, the bargaining unit member will be notified in writing as soon as possible of the change.

C. Work Load

1. Secondary - Bargaining unit members shall be assigned no more than six (6) teaching periods per day. Excluded from these limits are labs and special area subjects.

Bargaining unit members may voluntarily agree, in writing, to teach beyond these limits.
2. Elementary - After consultation between and consensus with the bargaining unit members directly affected and administration, class sizes may be different as students will be placed in classrooms that are appropriate in terms of their needs. No elementary bargaining unit member will lose his or her only planning period due to a special area bargaining unit member's absence.
3. Bargaining Unit Member Planning Day - The administration will schedule shortened school days (1/2 days without students) for curriculum work, grade level and departmental meetings, and staff development, but not for faculty meetings. The Chief School Officer, or designee, will provide two (2) weeks notice for each shortened school day and will schedule those days as follows:
 - a. The week immediately following the administration of formative assessments per each teacher's APPR;
 - b. The final week of quarter 1, 2, and 3. This ½ day will be scheduled prior to the last day of the marking period in case of a snow day. If the scheduled day

happens to fall on a snow day, it will be rescheduled during that marking period;

- c. At the District's discretion, up to two (2) additional shortened days may be scheduled in a given school year for these same purposes.

D. Loss or Damage to Personal Belongings

Bargaining unit members shall be reimbursed for reasonable cost of replacement or repair of clothing, eyeglasses, dentures, prosthetic devices, or hearing aids damaged or destroyed directly as a result of their performance or their assigned duties. Burden of proof shall rest wholly with the bargaining unit member that damage occurred in the line of duty.

The bargaining unit member shall have the obligation to report incidents involving damage or destruction of such items within five (5) school days of the occurrence.

E. Requisitions

Bargaining unit members shall be provided the opportunity for input if textbooks, materials, or supplies are to be changed, modified, canceled or delayed.

F. Unused Emergency Days

Utilization of unused emergency closing days shall be discussed by the Joint Labor-Management Committee prior to Spring Break with a recommendation to the Board of Education for final determination.

G. Mileage Reimbursement

Subject to the prior approval of the Superintendent, bargaining unit members who travel and use their personal car on District business shall be reimbursed for mileage at the prevailing IRS rate.

H. On-line learning

Will be used to provide students with enrichment or credit recovery in the case of a student transfer situation or a classified student who needs a course that is not offered in the District at the time. Online classes will not be used for current EK students who have failed a class unless there is mutual agreement between the EKTA and the District. Online learning will not be used to replace classes that have been previously taught by bargaining unit members (*with the exception of Spanish IV) unless there is mutual agreement between the EKTA and the District.

* This will sunset at the expiration of this contract (June 30, 2019).

I.

Upon notification by the District, physical education bargaining unit members who are physically able (not disabled) shall promptly acquire and maintain Water Safety Instructor certification, Life Guard certification and Life Guard Instructor certification. The District will reimburse the bargaining unit member who successfully acquires such certificates for the tuition costs attendant to same.

ARTICLE X - COMPENSATION

- A. Bargaining unit members shall have the option of being paid either 20 or 24 paychecks, semi-monthly, issued effective on the 15th and last day of each month. Paychecks will be issued the morning of the payroll check date at 8:00 a.m.

All persons covered by the recognition clause should be placed at a 10 month salary and receive the 20 or 24 pays for that period. Those employees who work more than 10 months (Guidance Counselor, Psychologist and Nurse) should receive separate paychecks at a rate of 1/200th of their 10 month salary per day worked.

In order to verify the accuracy of paychecks, bargaining unit members will be provided by the second paycheck of October each year with a statement that includes the following information: (1) their total annual salary; (2) step (if any) of the salary schedule on which they are being paid; (3) the number of graduate hours for which they are being paid; (4) whether they are being paid for having a Master's degree; (5) any longevity increments they are being paid; (6) number of days of accumulated sick leave, and (7) number of additional sick leave days available for current school year. Upon receipt of this information, the bargaining unit member must review its accuracy and indicate on a form provided by the District whether it is correct; if the bargaining unit member believes it is incorrect, the bargaining unit member must provide information to correct the inaccuracies within twenty (20) days, in writing. If incorrect pay continues in the subsequent paycheck, the matter shall be resolved using the Grievance Procedure, Article III. The Association president shall be provided a report containing the above information for all bargaining unit members concurrent with their receipt of the information.

B. Salary

The base salaries of all Edwards-Knox bargaining unit members shall be increased by:

2015-2016	5.75% inclusive of cost of step
2016-2017	3.50% inclusive of cost of step
2017-2018	3.25% inclusive of cost of step
2018-2019	3.25% inclusive of cost of step

The salary schedule for on-step bargaining unit members is as shown:

Step	2015-2016	2016-2017	2017-2018	2018-2019
1	41481	42276	43038	43737
2	42758	43071	43800	44437
3	43470	44381	44613	45224
4	44283	45111	45952	46063
5	45085	45944	46699	47446
6	45990	46766	47551	48216
7	46914	47693	48391	49096
8	47859	48641	49339	49964
9	48825	49609	50308	50943
10	49821	50599	51298	51943
11	50823	51621	52310	52966
12	51848	52647	53355	54010
13	52890	53697	54404	55089
14	53973	54766	55479	56173
15	55080	55876	56571	57282
16	56232	57011	57706	58409
17	57417	58191	58867	59582
18	58636	59406	60073	60780
19	59889	60656	61315	62026
20	61165	61940	62593	63308
21	62490	63248	63907	64628
22	63858	64606	65244	65984
Off-Step	3.75% + \$1047		2.50% + \$554	2.25% + \$573 3.25%

Salaries of off-step bargaining unit members shall be computed for all three years except for increases in graduate hour pay or pay for Masters, which is additional.

“*Breakage*” from personnel leaving the district accrue to the benefit of the district for the district.

1. Graduate hours shall be reimbursed at \$35 per graduate hour to a maximum of 60 hours subject to the following conditions:
 - a. Must be graduate hours leading to permanent certification in teacher's current area of assignment at Edwards-Knox Central School, or
 - b. Must be graduate hours in bargaining unit member's current area of certification and/or assignment, or
 - c. Must have prior written approval of the Superintendent, in which case hours may be graduate or undergraduate.
 - d. Bargaining unit members hired before July 1, 2015 who are on step, upon

completion of their Master's Degree, will have \$200.00 added to their annual salary. This shall not be accumulative year to year, but shall remain at \$200.00 each year.

Proof of successful completion of course work for payment must be made within one month of the beginning of the school year for payment for that school year.

C. Extra Curricular Salary Schedule

Category	Percentage of Step 5
1	12.0%
1a	8.8%
2	7.8%
3	7.5%
4	4.1%
5	3.7%
6	3.3%
7	2.9%
Category	Percentage of Step 5
8	1.13%
9	0.11% per event
10	0.1% per event

1 - Athletic Director (Athletic Director – One additional release period on the last period of the day, if possible. If the last period of the day is not possible, the second to last period will be used.)

1a – Basketball (Boys’ and Girls’), *Marching Band Director

2 – Soccer, Volleyball, Baseball, Softball, Cheerleading, Swimming

3 – *Summer School Teachers (Elementary and High School)

4 – Senior Class Advisor (Junior = 75%, Sophomore = 50%, Freshman = 25%, *Eight Grade = 35%, *Seventh Grade = 35% of Senior amount)

Drama Director, Musical (Production) Director, Music Director (75% of Musical Director), Choreographer (50% of Musical Director) – (Musical production positions must be filled by three (3) separate people)

5 – *Color Guard

6 – Yearbook (Assistant Yearbook = 50%), *Golf, *Computer, Student Government, Senior Play Director (Assistant Director = 60%)

7 – *SAT (Math and/or Verbal), National Honor Society

8 – *Fifth and Sixth Grade Basketball (Boys and Girls)

9 – Timers, Scorers, Game Chaperones, *Music Concert Chaperones

10 – *All after-school club advisors – per night (including Whiz Quiz and FFA after school)

Other – Junior Varsity – 80% of Varsity, Modified = 65% of Varsity, Summer Music Lessons = 1/200th of salary per day, AD summer pay = 1/200th of salary per day (up to 5 days), FFA = 1/200th of salary per day (up to 20 days per year with prior approval of Superintendent)

* Signifies not approved in current budget.

At the option of the Association, all coaches, advisers, directors, etc., will be paid in the same manner (lump sum, as two pays [1/2 way and at the end]) or have their pay evenly divided over the course of the season.

Any new positions in the extra-curricular area shall have their salaries negotiated onto one of the above levels most closely reflecting the position's hours, number of practices, competitive season length, etc.

Except for class advisors, all extra-curricular positions shall be named prior to July 1st.

Certified and qualified EKTA bargaining unit members will have first option on all extra-curricular positions, and coaching positions.

Subject to the foregoing, the decision as to whether or not to make such appointments to such positions and the identity of those appointed to such positions shall be in the sole and exclusive discretion of the Board of Education on an annual basis.

B. Tax Sheltered Annuities

Those 26 Tax Sheltered Annuity companies presently providing services to the bargaining unit, as of July 1, 2004, shall be continued upon the District's list of eligible payroll deduction providers. Effective July 1, 2012, any new enrollment shall be with a preferred provider as approved by the District's third party administrator. In any and all events, whenever any such listed eligible tax sheltered annuity provider company ceases to be utilized by any bargaining unit employee, that company may be deleted from the District's list of eligible providers.

Notwithstanding the foregoing and in any event, tax shelter annuity companies will be limited to only those companies that meet all of the requirements as set forth by the Internal Revenue Service in conjunction with the District's third-party administrator. The selection of an administration other than OMNI will be only after input from the Union. Reasonable efforts will be made by the District to ensure that there are a minimum of five (5) providers.

ARTICLE XI - MISCELLANEOUS

A. Amendments to this Agreement, or alterations of any term or condition of employment, may be made only by the parties, in writing.

B. Savings and Separability Clause

If any Article or Section of this Agreement, or any Riders thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement and of any Rider thereto, or the application of such Article or Section to persons or circumstances other than those to which

it has been held invalid, or to which compliance with or enforcement of has been restrained, shall not be affected thereby. In the event any article or section is held invalid, or enforcement of or compliance with any has been restrained, the parties hereto shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

C. Legislative Action

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

- D. Unless amended by the parties pursuant to XI-A above, this Agreement shall continue in full force and effect through June 30, 2015, when it expires. Notification of intent to bargain a successor agreement shall be made by the Association no later than March 1, 2015.

ARTICLE XII - POSTING

The Association President shall be notified by emailing to the Association President's District email address, of any vacancy in existing bargaining unit member positions or of any new bargaining unit member position prior to advertising the position to the general public.

ARTICLE XIII - PROFESSIONAL DEVELOPMENT & IN-SERVICE

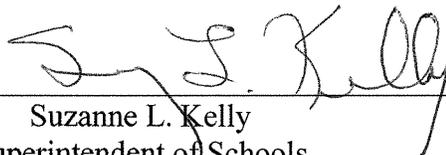
- A. 1. Mentor Selection and Assignment - The District will accept letters of interest for mentors within two weeks of the Board of Education announcement of a new hire. Any Edwards-Knox certified tenured bargaining unit member may submit a letter of interest. The mentor will be chosen on the basis of his/her willingness to fulfill this role, teaching skills, interpersonal skills, and availability. The District reserves the right to assign the position to any tenured Edwards-Knox teacher. Such assignments are not subject to the grievance process set forth in Article III of this Agreement.
2. Release Time - The District will schedule one (1) half day of release time per semester from the regular teaching responsibilities for each mentor and mentee to conduct the observation referred to in B.2. of this Article and to conference for the purpose of the mentor providing the mentee with professional advice and guidance.
3. Compensation - The mentor will be compensated at the rate of \$250.00 per semester.
- B. Evaluation of a New Teacher
1. The Mentoring Program is not to interfere, alter, or jeopardize the formal evaluation

procedure as stated in Article V., B. Teacher Evaluation of this agreement.

2. The mentor will observe the new bargaining unit member at least one time in each assigned semester of the school year, preparing a written report for the new teacher. This observation must occur before the first formal observation, as per Article V, B. 4. This written report is to provide information to the teacher and not to replace, or supersede in any way, the administrator's evaluation process.
3. The observation report, reflecting the new bargaining unit member's strengths and areas in need of improvement, will include but not be limited to the following areas: lesson planning, classroom management and organization, student behavior management, record keeping, knowledge of content, and pedagogical skills. The new bargaining unit member's plan for improvement in any area indicating needed improvement will be clearly defined in the written report.
4. The mentor will conference with the new bargaining unit member, reviewing the observation report, prior to the submission of the report to the administrator. In addition, the mentor is expected to attend the scheduled monthly meetings of the District's mentors, mentees, and administrative staff.

ARTICLE XIV – DURATION OF AGREEMENT

This period of this Agreement shall extend from July 1, 2015 through June 30, 2019. In witness whereof, the parties have executed this document by their duly authorized representatives this 24th day of June, 2015.

Signed: 
Suzanne L. Kelly
Superintendent of Schools

Signed: 
Denise Koser
President Edwards-Knox Teachers' Association

APPENDIX A

Memorandum of Agreement

between

The Edwards-Knox Teachers Association

and

The Edwards Knox Central School District

Regarding Annual Professional Performance Review

In compliance with Chapter 103 of the Laws of 2010, the parties agree to modify their collective bargaining agreement in accordance with a revised teacher evaluation procedure, the primary components of which are outlined below. Both parties agree to meet annually in June for the purposes of ongoing review and possible adjustment of this MOA.

1. Definition of Covered Teachers

For the 2012-13 school year and beyond, these revisions will apply to all classroom teachers

2. Ensuring Accurate Teacher and Student Data

The District shall provide accurate data to the State Education Department (the “SED”) in a format and timeline prescribed by the Commissioner. The District shall also provide an opportunity for every covered teacher to verify the subjects and/or student rosters assigned to him/her. The District shall designate the Superintendent as the Data Coordinator who shall be in charge of collecting the required data, overseeing changes in and maintenance of the local data management systems, and ensuring the accuracy of the data. The Data Coordinator shall have the authority to assign tasks and deadlines, as required.

3. Reporting Individual Subcomponent Scores

The Data Coordinator (who shall not be a unit member) shall be responsible for

reporting to the SED the individual subcomponent scores and the total composite effectiveness score for each covered classroom teacher and principal/instructional administrator in the District, and shall do so in a format and timeline prescribed by the Commissioner. Covered teachers will be afforded the opportunity to verify the final data attributed to them within 5 school days before it is sent to the SED.

4. Development, Security and Scoring of Assessments

The Data Coordinator shall be responsible for overseeing the assessment development, security, and scoring processes utilized by the District and shall take steps to ensure that any assessments and/or measures used to evaluate teachers are not disseminated to students before administration, and that teachers and principals/instructional administrators do not have a vested interest in the outcome of the assessments they score. Beginning with the 2012-2013 school year, such local assessments will be submitted to the Superintendent no later than October 1.

5. Local Assessment Determination

Local assessments will be selected by the grade level and/or subject area teachers who teach each course, working with the principals/instructional administrators to ensure comparability, validity, rigor, degree to which the assessment can be aligned to State standards, and degree to which the assessment(s) match classroom instruction.

The principal/instructional administrator will provide the superintendent with the agreed upon local assessment plan for all subject areas/grade levels located within the school.

If no acceptable outcome can be agreed upon by the principal/instructional administrators and teachers, a committee will be formed to make recommendations for revisions necessary for final approval. The review committee should be comprised of a department chair (if applicable), teacher(s), principal, superintendent's designee, and a union delegate. The committee's recommendation must be submitted to the Superintendent no later than October 16.

Final approval of the assessment system must come from the superintendent in the form of official certification to the state.

6. Local Assessment Point Distribution

The local assessment score of each student will include multiple measures and a teacher's final points for that course or grade will be the average of these local assessment scores. Each teacher's local assessment score will be converted to a 1-4 rating using a method mutually agreed upon between the District and the Association. This score will be the HEDI rating. The HEDI rating categories are:

- 1.0-1.4 – Ineffective
- 1.5-2.4 – Developing

- 2.5-3.4 – Effective
- 3.5-4.0 – Highly Effective

The final HEDI rating will then be converted to a 20-point score using the chart in Sub-Appendix A. This converted score will be the teacher's score for the "local assessment" portion of the teacher's APPR.

If Student Learning Objectives (SLOs) are utilized for a local assessment, score conversion shall be mutually agreed upon.

In cases where there are extenuating circumstances (i.e. student mobility, large number of students with IEPs, students with attendance problems, et al), subject to the Superintendent's approval, the evaluator may weigh individual student's scores or add points to the teacher's total score for the local assessment portion of their APPR. Documentation of any such circumstances will be maintained by the District.

7. Details of the District's Evaluation System

Teachers' performance will be assessed using multiple measures grounded in the New York State Teaching Standards. The Marzano Rubric will be used to assess teachers' professional practice. Evidence for evaluations will come from teacher self-evaluation, formal classroom observations, walkthrough observations, teacher created materials, and other resources provided by the teacher. The responsibility for gathering evidence of teachers' performance is shared by the administration and teachers. Both must demonstrate a commitment to providing a complete and accurate picture of a teacher's professional performance.

Per the District's Collective Bargaining Agreement, probationary teachers will receive a formal classroom observation two (2) times per year. The observation cycle will include a pre- and post-observation conference and a full period classroom observation of no less than one instructional period. Evidence gathered during each formal observation will be used in the annual summative evaluation. Walkthrough observations for probationary employees will be at the discretion of the Administration, but will not commence until there has been at least one (1) formal observation.

Generally speaking, tenured teachers will receive a formal classroom observation cycle once every three (3) years. In addition, administrators will conduct a minimum of two (2) walkthrough evaluations of no less than fifteen (15) minutes each school year. Walkthrough observations may include a pre and/or a post conference. Walkthrough observations must be announced to the teacher by the Friday before the week of the walkthrough. Teachers will be given one (1) walkthrough pass per year to be used at their discretion. Evidence gathered from both the formal and informal observations will be used in the annual summative evaluation. However, this does not preclude the administrator from conducting more formal or walk-through observations. It is expected that a teacher who is deemed Ineffective or Developing will be subject to a greater number of observations than one who has earned a rating of Effective or Highly

Effective, and at least one traditional formal observation will be conducted during the year for any teacher who will receive a Developing or Ineffective rating. A staff member may request a formal observation in place of one walkthrough.

Every teacher will have one (1) unannounced walkthrough evaluation each school year.

All observations will be followed within seven (7) days by a conference during which the draft evaluations will be discussed. At that meeting, all modifications will be agreed upon and the evaluator and teacher will sign off on the observation cycle sheet. The final form will be printed and presented to the employee upon its completion.

Observations shall be scheduled to avoid atypical conditions and events such as testing, holidays, or other circumstances which, in the bargaining unit member's judgment, would not give a faithful picture of classroom performance.

Further evidence for summative evaluations will be gathered throughout the year via a variety of other resources. Evidence for each teacher will be systematically organized using a method mutually agreed upon by the Association and the District. Each Teacher will receive a final average score on the 1-4 rubric rating scale. This score is converted to a HEDI rating. The HEDI rating categories are:

- 1.0-1.4 – Ineffective
- 1.5-2.4 – Developing
- 2.5-3.4 – Effective
- 3.5-4.0 – Highly Effective

The following weighted system will be used to derive the HEDI rating:

Domain	Sub-Component	Evidence	Percentage Weight
Domain I: Classroom Strategies and Behaviors	<ul style="list-style-type: none"> • Communicating Learning Goals and Feedback • Establishing Rules and Procedures • Helping Students Interact with New Knowledge • Helping Students Practice and Deepen New Knowledge • Helping Students Generate and Test Hypotheses • Engaging Students • Recognizing Adherence to Rules and Procedures • Establishing and Maintaining Effective Relationships with Students • Communicating High-Expectations for All Students 	Teacher Self-Evaluation Formal Classroom Observation Walk-Through Observations Teacher-Created Materials (i.e lesson plans, unit plans, projects, tests) Other resources provided by teacher or gathered by the administrator	68%
Domain 2: Planning and Preparation	Planning and Preparing Lessons and Units Planning and Preparing for Use of Resources and Technology Planning and Preparing for the Needs of English Language Learners Planning and Preparing for the Needs of Students Receiving Special Education Planning and Preparing for the Needs of Students Who Lack Support for Schooling	Teacher Self-Evaluation Formal Classroom Observation Walk-Through Observations Teacher-Created Materials (i.e lesson plans, unit plans, projects, tests) Written communications Student Management System (i.e. grade book, discipline referrals) Other resources provided by teacher or gathered by the administrator	14%

Domain 3: Reflecting on Teaching	Evaluating Personal Performance Developing and Implementing a Professional Growth Plan	Teacher Self-Evaluation Goal Meeting(s) with Principal Other resources provided by teacher or gathered by the administrator	8%
Domain 4: Collegiality and Professionalism	Promoting a Positive Environment Promoting Exchange of Ideas and Strategies Promoting District and School Development	Teacher Self-Evaluation Informal observation during faculty, grade level, department, and committee meetings Written Communication Other resources provided by teacher or gathered by the administrator	10%

Marzano Point Conversion

Conversion to the New York State Ratings Categories

The teacher's status score reflects his/her overall understanding and application of the Art and Science of Teaching framework across the Marzano Causal Evaluation Model Four Domains: Domain 1: Classroom Strategies and Behaviors; Domain 2: Planning and Preparing; Domain 3: Reflecting on Teaching; Domain 4: Collegiality and Professionalism.

The following steps outline the process used to calculate status score. The Status Score aggregates teachers' ratings across all observed elements within the framework to result in a score.

1. Using the Domain Forms, rate observed elements at each of the following levels: Innovating (4), Applying (3), Developing (2), Beginning (1), and Not Using (0)
2. Count the number of ratings at each level for each of the four domains.
3. For each domain, use the percentage weight as described in the above chart.
4. For each domain, apply the results from Step 3 to the description for each level on the Proficiency Scale (based on teacher's experience level). This is a domain proficiency score and will be a number between 1 and 4.
5. Using the four domain frequency scores, compute the weighted average to obtain the Status Score. The 3 Category Proficiency Scales can be used to determine a numerical value that represents a proficiency score for each domain. Each domain will be weighted to obtain an overall Status Score. The domains will be weighted as follows:

- c) Domain 3: 8%, 5 Elements
- d) Domain 4: 10%, 6 Elements

- a) Domain 1: 68%, 41 Elements
- b) Domain 2: 14%, 8 Elements

This weighting system distinguishes the Marzano Causal Evaluation Model from traditional evaluation models in that Domain 1 carries the most weight as these strategies are directly related to student learning.

The weighted average of the 4 domain proficiency scores will result in a single number that can be translated into the following final scale:

- a) Highly Effective (3.5 – 4.0)
- b) Effective (2.5 – 3.4)
- c) Developing (1.5 – 2.4)
- d) Ineffective (1.0 – 1.4)

The final score will then be converted to a 60 point score using the chart in Sub-Appendix B. This converted score will be the teacher’s score for the “*other measures*” portion of the APPR.

Teacher self-evaluation, reflection, and goal-setting are important components of the APPR process. By October 1st of each school year, teachers will complete a self-evaluation. Upon completion of the self-evaluation, each teacher will meet with the assigned evaluator. Together the evaluator and teacher will agree on 2-3 areas of focused professional growth.

Six days before the last scheduled school day, each teacher will participate in a summative evaluation conference with the evaluator. The purpose of this conference will be to review the evidence gathered throughout the school year, assess progress on the teacher’s professional growth goals, and to arrive at the teacher’s composite effectiveness score (0-60 points). This score will be combined with the subcomponent score for student growth on state assessments (or other comparable measures) and the subcomponent score for locally selected measures of student achievement to arrive at the teacher’s overall composite score.

8. Details of Timely and Constructive Feedback Provided to Teachers

Professional Development

The district will support each teacher’s development and ensure that all individuals receive appropriate professional development. Everyone within the system should focus on the goal of student achievement (as per APPR regulations). The district will identify in a timely manner standard areas that need improvement and will provide opportunities for growth.

Teachers’ Growth and Goal Setting Plan Description and Form

- Completed by all teachers at the beginning of the school year, during staff planning time on an Administrative day.
- Goals are tied to New York State Standards and the Common Core Standards and/or adopted rubrics
- Intended to help all teachers grow professionally

Teachers' Assistance Plan (TAP) Description

- Teacher initiated and voluntary
- Based upon recommendations from evaluations and observations
- Contains SMART goals (Specific, Measurable, Attainable, Relevant, Timely)
- Promotes growth and achievement
- Not to be used as a disciplinary tool or to gather evidence to discipline a teacher
- Tied to New York State Standards and/or adopted rubrics
- Developed in collaboration with teacher and administrator

Staff Member _____ Grade Level/Subject Area _____

Administrator _____ Date _____

1. List area(s) of assistance.

2. State specific objectives to be met.

3. Plan for assistance (peer mentors, activities, timeline).

4. Administrator(s)' support to assist teacher to improve performance (peer mentors, activities, timeline).

5. Criteria for measurement of progress.

6. Date for review.

Teacher Improvement Plans will be developed in collaboration with the assigned evaluator, the teacher who is being given the plan, and a representative from the Association (at the discretion of the teacher).

A Teacher Improvement Plan (TIP) must be determined no later than ten (10) school days after the date on which teachers are required to report prior to the opening of classes for the school year.

Teachers' Improvement Plan

Teacher

Administrator

Subject/Grade Level

Score Breakdown

Composite Score

Date(s): _____
 Preconference Observation(s) Coaching

Standards Chosen for Further Development	Action(s) to be Taken	Administrator's Responsibilities	Teacher's Responsibilities	Timeline for Progress	Indicators of Success	Improvements Made and Documented

Administrator's Signature: _____ Date: _____

Teacher's Signature: _____ Date: _____

Representative/Witness Signature: _____ Date: _____

Or Teacher's Signature
Waiving Representation: _____ Date: _____

9. Appeals of Annual Professional Performance Reviews

To the extent that a teacher wishes to issue an appeal, the following appeals procedure is established.

- A. Appeals will be limited to the following situations:
 - a. A teacher completing the first year of a three-year probationary appointment may appeal only an ineffective APPR composite rating;
 - b. Any other teacher may appeal only an ineffective or a developing APPR composite rating;
 - c. Any teacher may appeal an improvement plan if and only if the plan was generated as the result of an ineffective or developing composite rating, in accordance with Section II, e, below.

- B. The scope of any appeal will be limited to the following subjects:
 - a. The substance of the individual's annual professional performance review;
 - b. The District's adherence to the standards and methodologies required for such reviews, pursuant to Education Law 3012-c;
 - c. The adherence to the Commissioner's regulations, as applicable to such reviews;
 - d. Compliance with any applicable locally negotiated procedures regarding annual professional performance reviews or improvement plans, as limited by Section I, above; or,
 - e. The District's issuance and/or implementation of the terms of the teacher improvement plan under Education Law 3012-c in connection with an ineffective or developing rating.

- C. 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. Any grounds not raised at the time the appeal is filed shall be deemed waived.

- D. In an appeal, the teacher has the burden of demonstrating a right to the relief requested and the burden of establishing the facts upon which petitioner seeks relief.

- E. The following timelines will be strictly adhered to unless extended by mutual agreement. Failure of the petitioner to meet a timeline will nullify the appeal; failure of the respondent to meet a timeline will allow movement of the appeal to the next level.

Level 1 – Evaluator

(Informal) Following a qualifying event, as defined in Sections I and II, above, the teacher shall be encouraged and shall be entitled to schedule a follow up meeting to

informally discuss with the evaluator any and all related issues.

(Formal) Any appeal must be submitted to the evaluator in writing no later than ten (10) school days of the date when the teacher receives his/her annual professional performance review. If a teacher is challenging the issuance or implementation of a teacher improvement plan, the appeal must be submitted in writing within ten (10) school days of issuance or of the time when the teacher knew or should have known of an alleged implementation breach of such plan.

When filing an appeal, the teacher must submit a detailed written description of the specific grounds for the appeal as well as the performance review and/or improvement plan being challenged. Along with the appeal, all supporting documentation must be submitted, or specifically noted if pending. Any grounds for appeal or any supporting documentation/information not submitted or noted at the time the appeal is filed shall not be considered.

Within ten (10) school days of receipt of an appeal, the evaluator responsible for the issue(s) being appealed must submit a detailed written response to the appeal. Along with the response, all supporting documentation must be submitted, or specifically noted if pending, as well as any additional documents or materials relevant to the response. Any supporting documentation/ information not submitted or noted at the time the response is issued shall not be considered in the deliberations related to the resolution of the appeal. The teacher initiating the appeal, and the Teachers' Association President, shall receive copies of the response and any and all additional information submitted with the response.

Level 2 – Superintendent

Within five (5) school days of receipt of the Level 1 response, if a teacher is not satisfied with such response the teacher must submit the appeal to the Superintendent of Schools, or the Superintendent's designee. (If the Superintendent was the evaluator at Level 1, this Level 2 appeal must go to the Superintendent's designee.) The Superintendent or designee will be provided all documentation submitted in both the appeal and the evaluator's response.

Within five (5) school days of receipt of the teacher's appeal, the Superintendent or designee will conduct a hearing at which the teacher (and representative at the option of the teacher) and the evaluator (and representative at the option of the evaluator) will be allowed to present oral arguments in support of the appeal and the response, respectively.

Within five (5) school days of the Superintendent hearing, the Superintendent or designee will issue a written determination to the teacher, the Teachers' Association President, and the evaluator.

Level 3 – Panel

Within five (5) school days of receipt of the Level 2 determination, if a teacher is not satisfied with such determination and if the Teachers' Association deems the appeal meritorious, the Association must submit the appeal to a bipartisan panel* comprised of two (2) teacher representatives and two (2) administration representatives. The panel will be provided the entire appeals record; however, any information identifying the appellant or the appellant's district, evaluator or superintendent will be redacted prior to receipt by the panel. Further, the anonymity of the panel members will be protected to the extent possible throughout this procedure.

Within five (5) school days of receipt of the Association's appeal, the panel will jointly conduct a paper review and deliberation of the matter, and will issue a written recommendation for resolution to the Teachers' Association President and the Superintendent of Schools or designee. The recommendation may be to deny the appeal, to sustain the appeal and grant the remedy sought, or to sustain the appeal and modify the remedy; further, reasoning for the recommendation, as well as dissenting opinions, if any, will be included with the recommendation.

**Upon ratification of this appeals procedure by both the Teachers' Association and the District, each party will designate at least one and not more than two representatives as SLL regional panelists. Those individuals will be provided training regarding APPR legislation and regulations and will be expected to be available to serve on panels as needed for appeals in other SLL districts that utilize this appeals procedure. The SLL BOCES and Regional NYSUT Office will maintain a computerized listing of all representatives from which a random selection of panelists can be obtained. Whenever such a panel is convened, the four panelists must be from four different districts and none can be from the appellant's district. Panelist costs will be shared by the Associations and by the Districts.*

Level 4 – Superintendent

Within five (5) school days of receipt of the Level 3 recommendation for resolution, the Superintendent of Schools or designee will give due consideration to the panel's recommendation and will issue a final and binding decision, in writing, to the appellant, to the Teachers' Association, and to the panel members. Whether the appeal is denied, sustained, or modified, such decision will set forth the reasons and factual basis for each determination on each of the specific grounds raised in the appeal. If the appeal is sustained, the Superintendent or designee may set aside or modify a rating or improvement plan or order a new evaluation or improvement plan if procedures have been violated.

- F. The entire appeals record will be part of the teacher's APPR.

- G. This appeals procedure constitutes the exclusive means for initiating, reviewing, and resolving any and all appeals within the scope of Sections I and II, above. A teacher may not resort to any other contractual grievance procedure for the resolution of these appeals, except as otherwise authorized by law.
- H. Nothing in this appeals procedure will restrict the right of the district or the obligation of the teacher to proceed in accordance with otherwise standard practice, e.g., implementation of an improvement plan or denial/granting of tenure, while an appeal is pending.

10. Duration and Nature of Training Provided to Evaluators and Lead Evaluators

- 1. The “*lead evaluator*” is the administrator who is primarily responsible for a teacher's APPR composite rating. The term “*evaluator*” shall include any administrator who conducts an observation or evaluation of a teacher.
- 2. All evaluators shall successfully complete a training course that meets the minimum requirements prescribed by the law and shall include application and use of teacher practice rubrics selected for use by the parties in evaluations.
- 3. To be deemed a district certified lead evaluator one must successfully complete a training course meeting the minimum requirements prescribed in the law and regulations.
- 4. Other details of the District's training for evaluators, lead evaluators, and appeals panel members, including the duration and nature of such training, the process for certifying lead evaluators, and issues related to the particular practice rubrics selected by the parties, may need to be negotiated at a later time.
- 5. Nothing herein shall be construed to prohibit an evaluator who is properly certified by the State as a school administrator from conducting classroom observations or school visits as part of an annual professional performance review under Chapter 103 prior to completion of the training required by said Chapter or the regulations thereunder, as long as such training is successfully completed prior to completion of the annual professional performance review.

- 11. The Association and the District agree to meet annually in June to discuss changes to the Annual Professional Performance Review of teachers covered under 3012 (c) of Education Law.

SUB-APPENDIX A
HEDI Conversion Chart – 20% Local Measures

	Category	Conversion for Local Assessment Score
Ineffective		
1		0
1.1		1
1.2		1
1.3		2
1.4		2
Developing		
1.5		3
1.6		4
1.7		5
1.8		5
1.9		6
2		6
2.1		7
2.2		7
2.3		8
2.4		8
Effective		
2.5		9
2.6		10
2.7		11
2.8		12
2.9		13
3		14
3.1		15
3.2		16
3.3		17
3.4		17
Highly Effective		
3.5		18
3.6		18
3.7		19
3.8		19
3.9		20
4		20

SUB-APPENDIX B
Conversion Chart – 60% Other Measures

Total Average Rubric Score	Category	Conversion score for composite
Ineffective 0-49		
1.000		0
1.008		1
1.017		2
1.025		3
1.033		4
1.042		5
1.050		6
1.058		7
1.067		8
1.075		9
1.083		10
1.092		11
1.100		12
1.108		13
1.115		14
1.123		15
1.131		16
1.138		17
1.146		18
1.154		19
1.162		20
1.169		21
1.177		22
1.185		23
1.192		24
1.200		25
1.208		26
1.217		27
1.225		28
1.233		29
1.242		30
1.250		31
1.258		32
1.267		33
1.275		34
1.283		35
1.292		36
1.300		37
1.308		38

1.317		39
1.325		40
1.333		41
1.342		42
1.350		43
1.358		44
1.367		45
1.375		46
1.383		47
1.392		48
1.400		49
Developing 50-56		
1.5		50
1.6		51
1.7		51
1.8		52
1.9		52
2		53
2.1		54
2.2		54
2.3		55
2.4		56
Effective 57-58		
2.5		57
2.6		57
2.7		57
2.8		57
2.9		57
3		58
3.1		58
3.2		58
3.3		58
3.4		58
Highly Effective 59-60		
3.5		59
3.6		59
3.7		59
3.8		60
3.9		60
4		60

Memorandum of Agreement

between the

Edwards-Knox Teachers' Association

and the

Edwards-Knox Central School District

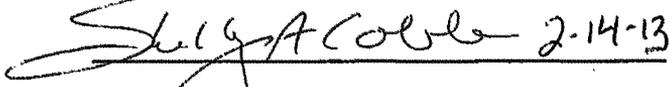
The Edwards-Knox Teachers' Association and the Edwards-Knox Central School District agree to the following modifications in the evaluation process for the 2012-13 school year:

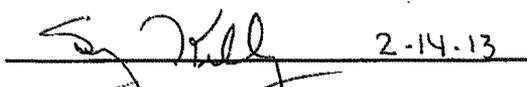
All probationary teachers will receive two formal observations including both a pre and post conference that covers a complete lesson or class period. One unannounced walk through will be done any time after the first formal observation.

All tenured staff will have one formal evaluation every three years which have been randomly assigned. One unannounced walk through will be completed in addition to the formal observation. On the off year of formal evaluations staff will receive two walk throughs with one of them being unannounced. A staff member may request a formal observation in place of one walk through.

All observations will be followed within 7 school days by a conference during which time the draft evaluation will be discussed. At that meeting all modifications will be agreed upon and the evaluator and teacher will sign off on the Observation Cycle Sheet. The final form will be printed and presented to the employee upon its completion.

During each observation Domain 1 will be completed and closed after the post conference. Domain 2 will remain open with modifications being made with each observation. Domains 3 & 4 will not be used this school year.

 2-14-13
For the Association/Date

 2-14-13
For the District/Date