

**MEMORANDUM OF AGREEMENT**  
**Between the**  
**ONONDAGA TEACHERS ASSOCIATION**  
**And the**  
**ONONDAGA CENTRAL SCHOOL DISTRICT**

This memorandum sets forth the Agreement between the Onondaga Teachers Association ("Association") and the Onondaga Central School District ("District").

**WHEREAS**, the Association and the District have agreed to work jointly for the purpose of compliance with the New York State Education Department's guidelines concerning the implementation of the new APPR requirements specified in §3012-d of the Laws of New York (Education) and §100.2(o) of the Regulations of the Commissioner of Education to fundamentally change the way teachers and administrators are evaluated. The purpose of the evaluations system is to ensure that there is an effective teacher in every classroom. The evaluation system will also foster a culture of continuous professional growth for educators to grow and improve their instructional practice.

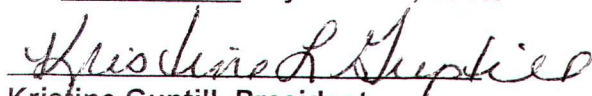
**WHEREAS**, the parties have agreed to continue negotiations concerning the Annual Professional Performance Review (APPR) requirements as required in section 3012-c of the Education Law and the Rules of the Board of Regents as contained within 8 NYCRR ¶30-3;


**WHEREAS**, the attached APPR document is the result of those negotiations;

**NOW, THEREFORE**, the parties agree as follows:

1. The parties agree to implement the APPR plan as set forth in the attached document.
2. Should the provisions of Education Law §3012-d, its amendments and implementing rules and regulations be repealed or modified so that the APPR Plan is no longer required or is voluntary, the parties agree to discontinue the provisions of this Memorandum of Agreement and to revert to the language in Article 5 of the Collective Bargaining Agreement as that language existed prior to the companion Memorandum of Agreement dated September 14, 2011.
3. Section 80-1.1 of the Commissioner's regulations specifically excludes pupil personnel services from the definition of classroom teaching services. Therefore, school psychologists, counselors, and school social workers, who are pupil personnel service providers are not covered by the new law. This section also excludes library media specialists, speech teachers, preschool teachers, physical therapist, certified occupational therapist assistant and supplemental school personnel (e.g., teacher aides and teaching assistants) and teachers of adult, community, and continuing education from the definition of classroom teaching service. All Bargaining Unit members not included by State Regulations will be evaluated using the evaluation instrument that was in effect during the 2011-2012 school year.
4. This Memorandum of Agreement supersedes the Memorandum of Agreement and APPR Plan approved by the Board of Education on June 19, 2012.

IN WITNESS WHEREOF, the parties have signed this MEMORANDUM OF AGREEMENT as of the 8<sup>th</sup> day of June, 2016.

  
Kristine Guptill, President  
Onondaga Teachers Association

 6/8/16  
Robin Price, Superintendent  
Onondaga Central School District

## ARTICLE III – PROFESSIONAL BEHAVIOR, EVALUATION AND RECORDS

### C. Teacher Evaluation

On June 6, 2016 both the District and Association agreed to implement the Annual Professional Performance Review (APPR) plan as required in Section 3012-d of the Education Law and the Rules of the Board of Regents as contained within 8 NYCRR section 30-3.

Section 80-1.1 of the Commissioner's regulations specifically excludes pupil personnel services from the definition of classroom teaching services. Therefore, school psychologists, counselors, and school social workers who are pupil personnel service providers are not covered by Education Law §3012-d. This section also excludes supplemental school personnel (e.g., library media specialists, teaching assistants, preschool teachers, speech teachers, physical therapist, and certified occupational therapist assistants and all others that may be excluded by future legislation) and teachers of adult, community, and continuing education from the definition of classroom teaching service.

All Bargaining Unit members not included by State Regulations will be evaluated using the evaluation instrument that is in effect during the 2011-2012 school year.

#### **Framework for the Annual Professional Performance Review (APPR) System**

##### New York State Teaching Standards:

The NYS Teaching Standards, adopted by the Board of Regent's in January 2011, provide the foundation for the APPR system. Each year, teachers will be evaluated on the following Standards:

**Knowledge of Students and Student Learning:** Teachers acquire knowledge of each student and demonstrate knowledge of student development and learning to promote achievement for all students.

**Knowledge of Content and Instructional Planning:** Teachers know the content they are responsible for teaching and plan instruction that ensures growth and achievement for all students.

**Instructional Practice:** Teachers implement instruction that engages and challenges all students to meet or exceed the learning standards.

**Learning Environment:** Teachers work with all students to create a dynamic learning environment that supports achievement and growth.

**Assessment for Student Learning:** Teachers use multiple measures to assess and document student growth, evaluate instructional effectiveness, and modify instruction. This includes assessment techniques based on appropriate learning standards designed to measure students' progress in learning and that he or she successfully utilizes analysis of available student performance data (for example: State test results, student work, school-developed assessments, teacher-developed assessments, etc.) and characteristics affecting learning when providing instruction.

**Professional Responsibilities and Collaboration:** Teachers demonstrate professional responsibility and engage relevant stakeholders to maximize student growth, development and learning. This includes the development of effective collaborative relationships with students, parents or caregivers, as needed and appropriate support personnel to meet the learning needs of students.

**Professional Growth:** Teachers set informed goals and strive for continuous professional growth.

**Distributed Point System**

1. **Student Performance Category:** One of the elements of a teacher's evaluation is determined by student performance.
  - a. If an educator is covered by a state provided growth score, the NYS Education Department will determine the number of points out of the possible 20 that will be awarded.
    - i. If educators have more than one state provided growth score and rating, those scores and rating will be combined into one score and HEDI rating for the required student sub component.  
(Example: Common Branch teacher with State-provided measures for both ELA and Math in grade 4; middle school math teacher with both 7<sup>th</sup> and 8<sup>th</sup> grade math courses)
  - b. If an educator is not covered by a state- provided growth, and 50% or more of students are in a course ending in a Regents exam the passing rate will be used for HEDI Scoring Band provided by the State Education Department below.
  - c. If an educator is not covered by a state-provided growth score, and teaches grade 3 ELA or Math, or Grade 8 Science, the target will be a Level 2. (Students performing at Level 2 are considered on track to meet current New York high school graduation requirements.)
  - d. If an educator is not covered by a state- provided growth score, or teaches a course not ending a Regents exam score the HEDI score will be based on the average passing rate of five (5) Regents exams, i.e. Global Studies and Geography, U.S. History and Government, Common Core Algebra, Common Core English Language Arts and Living Environment.
  - e. If an educator has more than one growth measure or a state provided growth measure and an additional growth measure, the measures will each earn a score from 0-20 points which the district must weigh proportionately based on the number of students in each category.
  - f. The alternate SLO for the transition period for student performance will be based on the average passing rate of five (5) Regents exams, i.e. Global Studies and Geography, U.S. History and Government, Common Core Algebra, Common Core English Language Arts and Living Environment.
  - g. Student Performance HEDI Scoring Bands: The State Education Department has set the following scoring ranges for the student performance category:

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

**2. Teacher Observation Category:**

- a. One of the elements of an educator’s evaluation is based on multiple measures aligned with the NYS Teaching Standards. Teaching standards that are part of the NYSUT 2012 rubric, but are not observable, may be observed during pre-observation or post-observation review or other natural conversations between the educator and evaluator and incorporated into the observation score. Not every element or indicator needs to be observed or included in each observation. All observed components will be averaged by standard  $\{(4X \# \text{ of indicators weighted HE}) + (3.49X \# \text{ of indicators weighted E}) + 2.49X \# \text{ of indicators weighted D}) + (1.49X \# \text{ of indicators weighted I})\}$  divided by 4X the number of indicators observed) and weighted as follows:
  - Standards I-IV 80%
  - Standard V 10%
  - Standard VI-VII 10%
- b. 90% of the teacher observation category will be conducted by building administration or Director of Special Education. The 90% will be split 70% announced and 20% unannounced.



- c. 10% of the teacher’s observation category will be conducted by an independent observer. This visit will be unannounced and have a duration of 10 minutes.
- d. In accordance with 3012-d, each observation will result in a summative score.
- e. The overall observation category score will be applied to the following HEDI scoring bands.

	Overall Observation Category Score and Rating	
	Minimum	Maximum
H	3.5	4.0
E	2.5	3.49
D	1.5	2.49
I	0	1.49

**3. Observations:**

- a) The evaluation tool for observations will be the 2012 NYSUT Rubric.
- b) Administrators will use discretion when scheduling both announced and unannounced observations. They will refrain from conducting observations directly before or after major holidays and vacations, as well as any major day-long activities such as, Race Day, Tiger Day, etc. Administrators will make every effort to distribute observations over the course of the school year.
- c) Formal monitoring or observation of the work performance of the teacher will be conducted openly, with the full knowledge of the teacher and will be based on actual evidence related to the observation.
- d) Teachers shall be observed by trained district administrators (School Principal, Vice Principal, Director of Special Education, or Superintendent) with the understanding that evaluators will not include bargaining unit members.
- e) Tenured Teachers: There will be two (2) observations for tenured teachers by the building administrator, one (1) announced and one (1) unannounced.
- f) Non-tenured teaching staff will have three (3) observations by the building administrator, two (2) announced and one (1) unannounced.
- g) For all teachers there will be one (1) additional observation conducted by an independent observer employed within the district as an administrator, but not assigned to the same school building as the teacher being observed. In the event that the school attains a waiver exempting the district from using an independent observer, the unannounced observation will be conducted by the building principal or vice principal.
- h) Durations:
  - 1. An announced observation will have a duration as per the teacher’s lesson plan but not to exceed the class period, and will not be less than 10 minutes.
  - 2. An unannounced observation will have a duration of no more than one class period. At the time of an unannounced observation (either by the building administrator or independent observer) the administrator will notify the teacher of the intent of his/her visit immediately as he/she enters the classroom.
  - 3. The unannounced observation conducted by an independent observer will have duration of 10 minutes.
- i) The first observation for non-tenured teachers will take place by October 1<sup>st</sup> and all observations will be completed by May 1<sup>st</sup> Tenured teaching staff will have all observations completed by May 15th.
- j) A pre-observation conference will be held a minimum of three (3) school days prior to any announced observation.
- k) A post-observation conference will be held within six (6) school days following all observations (calculation period begins with the first (1<sup>st</sup>) school day following the observation) so that the teacher and his/her evaluator may review and clarify the evidence collected. The individual teacher will be informed of any shortcomings in his/her work and his/her teaching performance. The evaluation rubric

will be shared to indicate evidence gathered through observations, and additional evidence pertaining to the lesson provided by the teacher.

- l) Upon request, the teacher will be given a printed copy of any written report. No performance appraisal report shall be submitted to Central Administration, placed in a teacher's file, or otherwise acted upon without a copy to the teacher. A draft will be given to the teacher prior to the post conference and a final report provided to the teacher after the post conference.
- m) The teacher shall be given the opportunity to respond in writing to any comments before the report is placed in the permanent file. Said comments shall be attached/added to the summative evaluation and/or observation reports. The report shall be acknowledged electronically by both the teacher and the evaluator before it is placed in the file. Upon request each teacher shall receive a copy of his/her acknowledged observation report and summative evaluation. All summative evaluation and/or observation reports will be acknowledged by the bargaining unit member. Said acknowledgement will merely indicate receipt of the report and not agreement with its contents.
- n) Each teacher shall have the right, upon request and at reasonable times, and in the presence of the Superintendent or his/her designee to review and make copies of the contents of his/her complete personnel file with the exception of confidential pre-appointment recommendations. A teacher shall be entitled to have a representative of the Association accompany him/her during such review. Cost of copies will be paid by the teacher at the rate prevailing at the time of the request.
- o) A teacher may submit a written notation regarding any post-appointment material contained in his/her personnel file and the same shall be attached to the file copy of the material in question.

4. **Rating:**

		Teacher Observations			
		Highly Effective (H)	Effective (E)	Developing (D)	Ineffective (I)
Student Performance	Highly Effective (H)	H	H	E	D
	Effective (E)	H	E	E	D
	Developing (D)	E	E	D	I
	Ineffective (I)	D	D	I	I

- a. NYSED has provided the above matrix to be used to determine an educator’s overall effectiveness.
- b. Summative Evaluation: Under 3012-d, New York State will differentiate teacher effectiveness using four categories - Highly Effective, Effective, Developing and Ineffective. Education Law §3012-d requires annual professional performance reviews (APPR) to result in a single composite teacher effectiveness score that incorporates multiple measures of effectiveness.
- c. Each teacher's overall HEDI score based on the Measure of Student Performance and the Teacher Observation Category will be computed on the matrix and provided to the teacher in writing as soon as practicable but, no later than September 1st, with the exception of educators waiting on growth scores that are provided by the New York State.
- d. All educators covered under 3012-d will receive their observation score by May 21st.
- e. If an administrator requests to review a teacher’s evaluation score after the last contractual day, and prior to September 1st, OCSFA members will be compensated at the curriculum rate.
- f. If a situation arises that is not clearly defined in this agreement, the Superintendent and Bargaining Unit President will meet to discuss and advise for future action.

5. **Teacher In Need of Improvement**

If a teacher’s summative performance is evaluated as “ineffective” or “developing” he/she will be placed

on a Teacher Improvement Plan (TIP). A TIP is intended to improve a teacher's instructional performance. This plan will be developed as a collaborative document by a panel that includes the building principal, the teacher, the appropriate chair or elementary team leader, and an association representative. The final plan will be approved by the Superintendent. The plan will be shared and implemented no later than October 1 of the school year within which the plan is applied. The plan, with specific timelines, will include: identification of the areas in need of improvement, improvement strategies and actions, support to be provided and measurable outcomes, and the manner in which the improvement will be assessed i.e. additional observations.

Any tenured or non-tenured teacher who receives a summative evaluation with cumulative scores resulting in a rating of "ineffective" or "developing" may file a formal appeal of their evaluation and/or the resultant Teacher Improvement Plan, according to the procedure stated in Appendix VI.

### **APPEALS OF INEFFECTIVE AND DEVELOPING RATINGS ONLY**

Appeals of annual professional performance reviews will be limited to those pursuant to Education Law §3012-d.

### **WHAT MAY BE CHALLENGED**

Appeal procedures should limit the scope of appeals under Education Law §3012-d to the following subjects:

- a) the substance of the evaluation;
- b) the school district's adherence to the standards and methodologies required for such reviews, pursuant to Education Law §3012-d;
  1. Where the teacher is rated ineffective on the student performance category but rated highly effective on the observation category based on an anomaly, as determined locally.
- c) the adherence to the Commissioner's regulations and compliance with any applicable locally negotiated procedures, as required under Education Law § 3012-d; and
- d) the school district's issuance and/or implementation of the terms of the teacher improvement plan under Education Law §3012-d.

### **PROHIBITION AGAINST MORE THAN ONE APPEAL**

A teacher may not file multiple appeals regarding the same performance review, or teacher improvement plan. All grounds for appeal must be raised with specificity within one appeal. Any grounds not raised at the time the appeal is filed shall be deemed waived.

### **BURDON OF PROOF**

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

### **TIME FRAME FOR FILING APPEAL**

All appeals must be submitted in writing no later than fifteen (15) weekdays of the date when the teacher receives his or her annual professional performance review. If a teacher is challenging the issuance or contents of a teacher improvement plan, appeals must be filed with fifteen (15) weekdays of issuance of such plan. The failure to file an appeal with these time frames shall be deemed a waiver of the right to appeal and the appeal shall be deemed abandoned.

When filing an appeal, the teacher must submit a detailed written description of the specific areas of disagreement over his or her performance review or the issuance and/or implementation of the terms of his or her improvement plan and any additional documents or materials relevant to the appeal. The performance review and/or improvement plan being challenged must also be submitted with the appeal.

Any information not submitted at the time the appeal is filed shall not be considered.

### **TIME FRAME FOR DISTRICT RESPONSE**

Within fifteen (15) weekdays of receipt of an appeal, the school district staff member(s) who issued the performance review or were or are responsible for either the issuance and/or implementation of the terms of the Teacher Improvement Plan must submit a detailed written response to the appeal. The response must include any and all additional documents or written materials specific to the point(s) of disagreement that support the school district's response and are relevant to the resolution of the appeal. The teacher initiating the appeal shall receive a copy of the response filed by the school district and any and all additional information submitted with the response, at the same time the school district files its response.

### **DECISION-MAKER ON APPEAL**

A decision shall be rendered by the superintendent of schools or the superintendent's, designee that an appeal may not be decided by the same individual who was responsible for making the final rating decision. In such case, the board of education shall appoint another person to decide the appeal.

### **DECISION**

A written decision on the merits of the appeal shall be rendered no later than thirty (30) weekdays from the date upon which the teacher has filed his or her appeal. The appeal shall be based on a written record, comprised of the teacher's appeal papers and any documentary evidence accompanying the appeal, as well as the school district response to the appeal and additional documentary evidence submitted with such papers. Such decision shall be final.

The decision shall set forth the reasons and factual basis for each determination on each of the specific issues raised in the teacher's appeal. If the appeal is sustained, the reviewer may set aside a rating if it has been affected by substantial error or defect, modify a rating if it is affected by substantial error or defect or order a new evaluation if procedures have been violated. A copy of the decision shall be provided to the teacher and the evaluator or the person responsible for either issuing or implementing the terms of an improvement plan, if that person is different.

### **EXCLUSIVITY OF SECTION §3012-d APPEAL PROCEDURE**

The §3012-d appeal procedure shall constitute the exclusive means for initiating, reviewing and resolving any and all challenges and appeals related to a teacher performance review and/or improvement plan. A teacher may not resort to any other contractual grievance procedures for the resolution of challenges and appeals related to a professional performance review and/or improvement plan, except as otherwise authorized by law.

### **Additional Required Information**

#### **Ensuring Accurate Teacher and Student Data**

The District will provide accurate subjects, students, rosters, enrollment and attendance 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 Superintendent of Schools functions as the Data Coordinator and is responsible for collecting the required data, overseeing changes in and maintenance of the local data management systems, and ensuring the accuracy of the data.

#### **Reporting Individual Subcomponent Scores**

The Data Coordinator shall be responsible for reporting to the SED the individual subcomponent scores and

the total composite effectiveness score for each covered classroom teacher and building principal in the District, and shall do so in a format and timeline prescribed by the Commissioner.

#### 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 under this APPR Plan, and shall take steps to ensure that any assessments and/or measures used to evaluate teachers and principals are not disseminated to students before administration, and that teachers and principals do not have a vested interest in the outcome of the assessments they score.

#### Duration and Nature of Training Provided to Evaluators and Lead Evaluators

- a) The "Lead Evaluator" is the administrator who is primarily responsible for a teacher's evaluation under the teacher evaluation system. The term "evaluator" shall include any administrator who is employed under the terms of an administrative contract by the District, which conducts an observation or evaluation of a teacher.
- b) All evaluators shall successfully complete a training course that meets the minimum requirements prescribed in Chapter 56 and Section 30-3.10 of the regulations there under. Upon completion of the training, the Superintendent will certify the Lead Evaluators and other certified evaluators.
- c) Once an evaluator has successfully completed a training course meeting the minimum requirements prescribed in the law and regulations, he/she shall be deemed by the superintendent to be certified by the District as a "Lead Evaluator."
- d) Nothing herein shall be construed to prohibit an evaluator who is properly certified by the State as a school administrator from conducting observations or school visits as part of an annual professional performance review under Chapter 56 prior to completion of the training required by said Chapter or the regulations there under, as long as such training is successfully completed prior to completion of the annual professional performance review.

#### Required Certificates

The District shall include with this APPR Plan any certifications required by the law or regulations upon the completion of collective negotiations with the bargaining agent of the covered teachers.

This Agreement is designed to provide teachers with a full understanding and meet the requirements of Education Law § 3012-d and Commissioner's Regulations, 8 N.Y.C.R.R. § 30-3.1 – 30-3.16 as they exist as of the date of the execution of this Agreement. The inclusion of clauses pertaining to non-mandatory or prohibited subjects of bargaining shall not invalidate the non-mandatory or prohibited nature of the subjects.

To the extent that changes to the Education Law or regulations conflict with this Agreement, the District shall comply with the law. The District understands its obligation to negotiate regarding any statutory or regulatory changes related to mandatory subjects of bargaining.



**APPENDIX VII**  
ONONDAGA CENTRAL SCHOOL DISTRICT  
ANNUAL PROFESSIONAL PERFORMANCE REVIEW  
TEACHER/TEACHING ASSISTANT IMPROVEMENT PLAN

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Teaching assignment: \_\_\_\_\_

Building: \_\_\_\_\_

Observation date: \_\_\_\_\_

Evaluation conference date: \_\_\_\_\_

Implementation Date of Teacher/Teaching Assistant Improvement Plan: \_\_\_\_\_

Concerns/deficiency(ies):

Strategies:

Resource Person(s) and Material(s):

Manner in which the Improvement will be Assessed:

Desired Outcome:

Next Scheduled Evaluation: \_\_\_\_\_

Signature of Evaluator: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Employee: \_\_\_\_\_

Date: \_\_\_\_\_

Signed original to circulate and initial as follows: Personnel Office (file) \_\_\_\_\_ initial

C: Principal

C: Staff Member