

## **Memorandum of Agreement**

Between

**Massena Federation of Teachers**

And

**Massena Central School District**

### **Regarding Annual Professional Performance Review (3012-d)**

The provisions of this Memorandum of Agreement shall be in effect upon ratification of the agreement in its entirety, by the board of education of the Massena Central School District and the membership of the Massena Federation of Teachers.

The parties agree to modify their collective bargaining agreement in accordance with a revised teacher evaluation procedure under the NYS budget and laws of 2015 (3012-d), as modified by the New York State Board of Regents on December 15, 2015, 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. Such review will include negotiations upon the request of either party.

#### **1. Definition of Covered Teachers**

This Agreement will apply to all classroom teachers who are providing direct instruction for at least 40% of their workday.

#### **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. Verification of subjects and/or student rosters shall take place no later than the 15th school day after the beginning of a course and the 15th school day prior to the end of a course or class of each school year. Verification of students taking state assessments shall take place at the time the test is administered. Every covered teacher shall receive a hard copy or a digital copy of each verification. The District shall designate a 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. The Data Coordinator or any Data Coach may not be a member nor be an agency fee payer of the Massena Federation of Teachers.

### **3. Reporting Individual Ratings**

The Data Coordinator shall be responsible for reporting to the SED the individual subcomponent ratings and the final rating for each covered classroom teacher in the District, and shall do so in a format and timeline prescribed by the Commissioner. Covered teachers will be notified and afforded the opportunity to review the final data attributed to them no later than ten (10) calendar days after the covered teacher's data becomes available. Covered teachers will be given fifteen (15) calendar days from the notification to complete review before it is sent to the SED. Notification and teacher response shall take place through school district e-mail.

### **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 any assessments they score.

### **5. Student Performance Rating**

For the 2016-2017 school year and beyond, the Student Performance Rating of all teachers, under the terms of 3012-d, will be mutually agreed upon, including the selection of assessments and the targets. Discussion and agreement between the parties will occur no later than November 1.

Qualifying Regents teachers and teachers of state exams (50% rule):

The student performance score will be based upon a Student Learning Objective (SLO) using the applicable New York State exam.

The principal/instructional administrator will work with the teacher to set targets for the SLO. The principal/instructional administrator will provide the superintendent with the agreed upon SLO for each teacher.

If no acceptable outcome can be agreed upon by the principal/instructional administrators and teacher, a committee will be formed to make recommendations for revisions necessary for final approval. The committee's recommendation must be submitted no later than November 1. The review committee should be comprised of a department chair (if applicable), teacher(s), principal, superintendent's designee, and a union delegate.

Final approval of the assessment system must come from the superintendent in the form of official certification to the state. Teachers will be notified of assessment approval by the

Superintendent within two (2) school days of determination.

The following chart will be used to determine a student performance score for all teachers:

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

The following conversion chart will convert the weighted score to a rating for student performance:

Rating	Minimum	Maximum
Highly Effective	18	20
Effective	15	17
Developing	13	14
Ineffective	0	12

In cases where there are extenuating circumstances (i.e. large number of students with IEPs, students with attendance problems) the evaluator may weigh individual student's scores or add points to the teacher's total score for the student performance portion of their APPR. Upon the request of either party, the teacher and evaluator shall meet to discuss extenuating circumstances. Documentation of such circumstances will be maintained by the teacher and evaluator. The Evaluator(s) shall report student performance scores that are modified under this provision to the Association President at the time the modification is approved.

Upon agreement between the evaluator and the teacher, scores for students who are in attendance less than 90% of class time may be weighted. Documentation of attendance must be maintained by the teacher.

For the 2019-2020 school year and thereafter, the student performance subcomponent will incorporate state tests as necessary by law, and a final arrangement regarding this subcomponent will have to be mutually agreed upon.

## **6. Details of the District's Evaluation System**

Teachers' performance will be assessed using multiple measures grounded in the New York State Teaching Standards. The Danielson's Framework for Teaching Rubric will be used to assess teachers' professional practice. Evidence for evaluations must be related to an observation, chosen exclusively from the following list, and include at least two of the following:

- Formal classroom observation
- Walk-through observations
- Teacher-created materials including lesson plans, unit plans, projects, tests, lesson presentation material
- Teacher self-evaluation
- Student management systems including attendance, report cards, five week progress reports
- Communication
- Goal meeting(s) with principal
- Professional development
- Participation at faculty, grade level, department and committee meetings
- Other resources provided by 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 Collective Bargaining Agreement, probationary teachers will receive at least two formal evaluations during the first year of probationary appointment and at least one formal evaluation for each remaining year of the probationary appointment.

Any teacher may request an evaluation at any time and reasonable requests will be honored by the appropriate administrator within five (5) school days. Requests for formal observations will be limited to two requests per school year, unless otherwise agreed upon by the teacher and the administrator.

The observation cycle will include a pre- and post-observation conference with the teacher and

the evaluator. The pre-conference shall take place five school days prior to the evaluation and the post-observation conference shall take place within five school days after the evaluation. The observation shall be a full period classroom observation of no less than forty (40) minutes. Evidence gathered during each formal observation will be used in the annual summative evaluation.

Tenured teachers will receive a formal classroom observation as follows: *based upon the previous year's ranking.*

*For example:*

<i>Highly Effective</i>	<i>At least one (1) every three (3) years</i>
<i>Effective</i>	<i>At least one (1) every three (3) years</i>
<i>Developing</i>	<i>At least two (2) per year</i>
<i>Ineffective</i>	<i>At least three (3) per year</i>

Independent evaluators will not conduct formal observations.

In addition, evaluators will conduct a minimum of two (2) walk-through observations each school year of no less than five (5) minutes and no more than fifteen (15) minutes duration. At a teacher's request a third walk through shall take place. One walk-through observation per year shall be unannounced. Within five (5) school days of the walk-through observation, the administrator's notes will be shared (either electronically or by some other means) with the teacher. The teacher may respond to the walk-through. 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.

Further evidence for "multiple measures" subcomponent of the summative evaluations will be gathered throughout the year via a variety of other resources associated with observation. No harm will come to teachers' scores if not all sub-components of the rubric are seen. It is understood that a teacher can achieve an effective or highly effective rating without addressing every sub-component throughout the evaluation process.

Evidence for each teacher will be systematically organized using iObservation. (If not using iObservation or negotiated format including forms for walk-through observations, formal observations, and summative evaluations.) Each teacher will receive a final average score on the 1-4 rubric rating scale. This score is converted to a HEDI rating.

The assigned administrator's observations will account for 90% of the Teacher Observation rating, and the independent evaluator's observations will account for 10% of the Teacher Observation rating. The independent evaluator used will be mutually agreed upon between the District and the Association.

Independent evaluators must be a certified Massena Central School District administrator trained in evaluation. The independent evaluator must work in a different building (ie. have a different New York State BEDS code) than the teacher being evaluated.

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:

	<i>Score Range</i>	
	<i>Minimum</i>	<i>Maximum</i>
Highly Effective (H)	3.5	4.0
Effective (E)	2.5	3.49
Developing (D)	1.5	2.49
Ineffective (I)	0	1.49

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

<b>Domain</b>	<b>Sub-Component</b>	<b>Evidence</b>	<b>Percentage Weight</b>
<b>Domain I: Planning and Preparation</b>	<ul style="list-style-type: none"> <li>• Demonstrating Knowledge of Content and Pedagogy</li> <li>• Demonstrating Knowledge of Students</li> <li>• Setting Instructional Outcomes</li> <li>• Demonstrating Knowledge of Resources</li> <li>• Designing Coherent Instruction</li> <li>• Designing Student Assessments</li> </ul>	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	<b>15%</b>
<b>Domain 2: The Classroom Environment</b>	<ul style="list-style-type: none"> <li>• Creating an Environment of Respect and Rapport</li> <li>• Establishing a Culture for Learning</li> <li>• Managing Classroom Procedures</li> <li>• Managing Student Behavior</li> <li>• Organizing Physical</li> </ul>	Teacher Self-Evaluation Formal Classroom Observation Walk-Through Observations Teacher-Created Materials (i.e.class expectations) Other resources provided by teacher or gathered by the administrator	<b>25%</b>

	<ul style="list-style-type: none"> <li>Space</li> <li>Communicating with Students</li> </ul>		
<b>Domain 3: Instruction</b>	<ul style="list-style-type: none"> <li>Using Questioning and Discussion Techniques</li> <li>Engaging Students in Learning</li> <li>Using Assessment in Instruction</li> <li>Demonstrating Flexibility and Responsiveness</li> </ul>	<p>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</p>	<b>45%</b>
<b>Domain 4: Professional Responsibilities</b>	<ul style="list-style-type: none"> <li>Reflecting on Teaching</li> <li>Maintaining Accurate Records</li> <li>Communicating with Families</li> <li>Participating in a Professional Community</li> <li>Growing and Developing Professionally</li> <li>Showing Professionalism</li> </ul>	<p>Teacher Self-Evaluation  Goal Meeting(s) with Principal  Teacher-created materials (i.e. newsletter, webpage)  Student Management System (i.e. attendance, grade book)  Other resources provided by the teacher or gathered by the administrator</p>	<b>15%</b>

The matrix below will be used to ascertain the final rating:

		TEACHER OBSERVATION			
		HE	E	D	I
STUDENT PERFORMANCE	HE	HE	HE	E	D
	E	HE	E	E	D
	D	E	E	D	I
	I	D	D	I	I

No later than May 15th\_ of each school year each teacher will participate in a summative evaluation conference with the building principal. 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 “multiple measures” subcomponent score. This score will be combined with the subcomponent score for student performance to arrive at a final rating.

**7. Teacher Improvement Plans**

A Teacher Improvement Plan (TIP) must be determined no later than October 1<sup>st</sup> of the school year following the applicable rating. The specific document to be used to develop the teaching improvement plan is found on the following page. Teacher Improvement Plans will be mutually developed and agreed upon between the evaluator, the teacher, and his/her representative (at the option of the teacher).



# Teacher 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: \_\_\_\_\_

## **8. Appeals of Annual Professional Performance Reviews**

The purpose of the internal APPR appeal process is to foster and nurture growth of the professional staff in order to maintain a highly qualified and effective work force. All tenured and probationary employees who meet the appeal process criteria identified below may use this appeal process. A teacher may not file multiple appeals regarding the same performance review or TIP. All grounds for appeal must be raised within one appeal, provided that the teacher knew or could have reasonably known the ground(s) existed at the time the appeal was initiated, in which instance a further appeal may be filed but only based upon such previously unknown ground(s).

### **APPR Subject to Appeal Procedure**

Any unit member aggrieved by an APPR rating of either "ineffective," or "developing" may challenge that APPR.

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

### **Grounds for an Appeal**

An appeal may be filed challenging the APPR based upon one or more of the following grounds:

- a. The substance of the Annual Professional Performance Review;
- b. The district's failure to adhere to the standards and methodologies required for the Annual Professional Performance Review, pursuant to *Education Law* §3012-d and applicable rules and regulations;
- c. The district's failure to comply with either the applicable regulations of the Commissioner of Education, or locally negotiated procedures;
- d. The district's failure to issue and/or implement the terms of the Teacher Improvement Plan, where applicable, as required under *Education Law* §3012-d.
- e. In the instance of a teacher rated Ineffective on the Student Performance Category but rated Highly Effective on the Observation/School Visit Category based on an anomaly, as determined locally.

## **Notification of the Appeal**

In order to be timely, the notification of the APPR appeal shall be filed, in writing, within fifteen (15) school days after the teacher has received the APPR. Notification of the appeal shall be provided to the superintendent of schools or his designee. If a teacher is challenging the issuance or implementation of a teacher improvement plan, the appeal must be submitted in writing within fifteen (15) 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.

## **Assigned Administrator's written response to appeal**

Within five (5) school days of receipt of an appeal, the supervising administrator must submit a detailed written response. The response must include any and all additional documents or written materials that are specific to the point(s) of disagreement and/or are relevant to the resolution of the appeal. Material not submitted at the time the response is filed shall not be considered in the deliberations related to the resolution of the appeal.

## **Decisions on Appeal**

Step 1 – Meeting with the supervising administrator. The bargaining unit member shall upon request be entitled to an Association representative being present. This meeting shall be an informal meeting wherein the authoring administrator and the employee are able to discuss the evaluation and the areas of dispute. If the bargaining unit member is not satisfied with the outcome, he/she may proceed to the second step. The second step shall be initiated by the unit member and/or Association notifying the Superintendent in writing, within five (5) days of the conclusion of the conference.

### **Step 2 - Superintendent**

- a. Within five (5) school days of receipt of the Level 1 response, if a teacher and/or Association is not satisfied with such response the teacher and/or Association must submit the appeal to the Superintendent of Schools, or the Superintendent's designee. The superintendent or designee will be provided all documentation submitted in step one of the appeal and the responses from the evaluator. In the case where the Superintendent and the evaluator is the same person, the Superintendent will designate at least two (2) administrators to act as proxy.

- b. 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.
- c. 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

### Step 3 - Binding Arbitration

Within five (5) school days of receipt of the Level 2 response, if a teacher and the Association are not satisfied with such response the appeal may be submitted to Arbitration if and only if the overall rating is ineffective. Appeals shall be decided in final and binding arbitration by an arbitrator. The arbitrator shall be mutually agreed upon between the Association and the District. If the District and the Association cannot agree on an arbitrator, the American Arbitration Association will be used. The demand for arbitration shall be filed within five (5) school days after notification of the step three (3) appeal is delivered by the superintendent or his designee. The cost of the arbitration shall be borne equally by the school district and the Association.

If the Association does not agree to take the appeal forward to Arbitration, the teacher may do so at his/her own expense using the procedure set forth above. In that case, if the rating is positively changed, the District shall pay the entire cost of the Arbitration. If the rating is unchanged, or negatively changed, the appealing teacher shall pay the entire cost of the Arbitration.

The decision shall set forth the reasons and factual basis for each determination on each of the specific issues raised in the appeal. The Arbitrator shall have the authority to rescind, modify, or affirm the rating.

## **9. 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 APPR composite rating. The term "evaluator" shall include any administrator who conducts an observation or evaluation of a teacher.
- b) 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.
- c) 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.

- d) 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.
- e) 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 3012-d prior to completion of the training required by said statute, as long as such training is successfully completed prior to completion of the annual professional performance review.

**10. Effect on Existing Collective Bargaining Agreements**

Unless specifically revised or modified by this Memorandum of Agreement, nothing herein shall be construed to abrogate any provisions of the parties' collective bargaining agreement.

FOR THE DISTRICT:

 10/4/16  
\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Board President

FOR THE ASSOCIATION:

\_\_\_\_\_  
Name

MFT President 10/4/16  
\_\_\_\_\_  
Title Date