

2018-2019 ANNUAL PROFESSIONAL PERFORMANCE REVIEW AGREEMENT
BETWEEN
THE ROCHESTER CITY SCHOOL DISTRICT AND
THE ROCHESTER TEACHERS ASSOCIATION

WHEREAS, the parties previously entered into an Agreement and addenda whereby the parties established and agreed to implement the Annual Professional Performance Review (“APPR”) for Teachers under 3012-d and accompanying regulations; and

WHEREAS, the parties wish to compute the Student Performance differently in School Year 2018-2019; and

WHEREAS, this agreement is effective beginning in School Year 2018-2019;

NOW, THEREFORE, in consideration of the mutual undertakings and covenants herein contained, the parties stipulate and agree:

1. During the 2018-19 school year, all eligible teachers, as defined by 8 N.Y.C.R.R. § 30-3.2(c), shall be evaluated pursuant to this Agreement.
2. Annual professional performance reviews conducted pursuant to this Agreement shall differentiate teacher effectiveness using the HEDI tables and scoring matrix provided by the New York State Department of Education. A teacher shall be rated as Highly Effective, Effective, Developing, or Ineffective. The components of the composite effectiveness score shall include the Teacher Observation and Student Performance components. Pursuant to Education Law § 3012-d, the composite score bands for each of the effectiveness ratings shall be as follows:

		OBSERVATION				
		SCORES	H	E	D	I
STUDENT PERFORMANCE	H		H	H	E	D
	E		H	E	E	D
	D		E	E	D	I
	I		D	D	I	I

OBSERVATION COMPONENT

3. The parties agree that the most recent approved version of the CIT Teacher Evaluation Guide is incorporated into this APPR Agreement. Where there are discrepancies identified, the terms of the collectively bargained APPR Agreement shall control.
 - A. The parties acknowledge that tenured teachers shall receive one formal and one unannounced observation. Probationary teachers shall receive two formal and one unannounced observation.

- B. The formal observations must be by the supervisor and the unannounced observation may be by the supervisor or an Independent Evaluator, as set forth below. All observations must be conducted by observers trained as evaluators. To qualify as an observer, an individual must complete a training course that meets the requirements prescribed in Commissioner's Regulations, which includes training in the Danielson Rubric.
 - C. For any element observed and rated "Ineffective" or "Developing", the observer shall:
 - 1) Substantiate such rating with a reference to the specific observed evidence leading to such a conclusion; and
 - 2) Provide concrete suggestions for improvement during any observation; and
 - 3) Indicate assistance and resources to be provided by the evaluator to support the professional growth of the teachers in these rated areas.
 - D. The District shall seek a waiver from the New York State Education Department so that Independent Evaluators shall be mandated only for teachers rated as Ineffective on transition scores, if applicable, and after any appeal.
 - E. To the extent required by law, specifically dependent upon the New York State Education Department granting a waiver for the requirement for an Independent Evaluator for all teachers, the District shall either: (1) provide an Independent Evaluator for all teachers or (2) Independent Evaluators for teachers rated Ineffective and for any teacher voluntarily electing to have an Independent Evaluator.
 - F. Independent Evaluators, if required or selected, shall observe Domains 2 and 3 of the Danielson rubric only. Independent Evaluators shall be those teachers selected by the CIT panel to serve as Independent Evaluators.
 - G. All observations must be no less than 30 minutes long, and shall be no longer than the length of the lesson. The formal observations will entail a pre-conference and a post-conference. The pre-conference shall be scheduled prior to the formal observation. The unannounced observation shall be followed by a post-conference. Provisions for a written rebuttal will be offered to the affected teachers.
 - H. To the extent permissible by law, teachers shall have the option to select the Performance Appraisal Review for Teachers (PART) to count as 20 % of the Observation portion of the APPR score. To be eligible, PART must be related to all Domains of the Danielson Rubric and must be usable as an artifact during the Observations. A teacher may select either the PART project or a voluntary Independent Evaluator.
 - I. Every effort will be made by evaluators to complete observations and the final evaluation according to the timeline in the current CIT Teacher Evaluation Guide.
4. The parties agree that teachers shall be evaluated using the Danielson Rubric for the Observation component.

5. Each element of the Multidimensional domain shall be rated by the Principal/Supervisor using the HEDI criteria which shall be converted to a four-point scale: Highly Effective = 4 points; Effective = 3 points; Developing = 2 points; and Ineffective = 1 point. The element scores shall be averaged to determine a rubric score which shall be converted to a HEDI rating and points pursuant to the following chart.

The parties agree that the Formal Observations by the Supervisor and the Unannounced Observation by the Independent Evaluator (if applicable) shall be combined using a weighted average of 80% for the Supervisor and 20% for the Independent Evaluator, to reach a final observation score, based upon the following HEDI chart:

Scores Ranges	Rubric Score
0.00-1.49	Ineffective
1.50-2.49	Developing
2.50-3.49	Effective
3.50-4.0	Highly Effective

STUDENT PERFORMANCE COMPONENT

6. The Student Performance score shall be based on a Districtwide Target. If teachers of some courses with statewide assessments (for example, Regents and 4th and 8th grade science) must be excluded from the Districtwide Target, their rating shall be calculated using individual SLO target-setting.
7. The District Target will be calculated based on the percentage of students meeting or exceeding the target score on all Regents examinations (August, January, June results) and the 4th and 8th grade Science exam.
8. The District Target is calculated on an exam-by-exam basis and is based on the performance for the previous three years. When Regents examinations are revised the parties shall meet and agree on any adjustments in the look-back period or exclusion of that examination as follows:
 - a. Step 1: For each exam, determine the anchor point which is the exam score 80% of the students met or exceeded for each of the selected/three years.
 - b. Step 2: Determine the Anchor Point by calculating the average of all exam anchor points for all exams included.
 - c. Step 3: Set the target for each exam by adding one point to the Anchor point average for each included assessment.
9. The District shall determine the total number of valid student exam scores during the reporting year (August, January, June) for each exam, as well as the total number of students meeting the target. The District shall determine the total percentage of students meeting the target, rounded to the nearest whole percent. All data shall be furnished to the RTA that may resolve any issues with the District no later than August 1st.

10. The District and RTA agree to continue with their efforts to minimize testing for students.
11. Once the total percentage has been determined, this percentage shall be used to determine the final rating consistent with 8 N.Y.C.R.R. 30-3.4(c), the conversion of scores to the HEDI ratings as follows:

Rating	Scoring Band	% Targets Met
Highly Effective	18-20	90-100
Effective	15-17	75-89
Developing	13-14	60-74
Ineffective	0-12	0-59

12. If a teacher receives an Ineffective or Developing rating, and submits an appeal based on such rating, the Appeals Team shall consider whether the teacher taught as a teacher of record for the full course period. The teacher’s rating may be proportionately adjusted.
13. The cohort of students to be included will be only those enrolled in the District from BEDS day to the date of the assessment being used.
14. The District and the RTA shall meet annually to inform the target-setting process. Resulting recommendations both parties shall be provided to the Superintendent and RTA President for consideration.

IMPROVEMENT PLANS

15. The parties agree that a rating of Ineffective or Developing that was received prior to a teacher having the opportunity to complete an improvement plan, as set forth in this Agreement, may not be used as evidence in any Education Law § 3020-a/b proceedings, except to the extent required by law.
16. The parties agree that, as required by Education Law § 3012-d, all teachers who receive a composite rating of Ineffective or Developing shall be required to develop a Teacher Improvement Plan, which shall be developed in consultation with the teacher and RTA representation shall be afforded at the teacher’s request. Teachers who receive a composite rating of Ineffective shall receive an improvement plan, which includes the services of a Lead Teacher/Mentor pursuant to the CIT Handbook. Any teacher receiving APPR composite ratings of “Ineffective” may request or be offered CIT Intervention. A copy of the form for the Teacher Improvement Plan is found in the current Teacher Evaluation Guide. TIPs must be provided no later than October 1st.
17. Teachers who receive a composite rating of Developing shall receive a Development Plan which shall consist of targeted goal setting during the goal setting process, as set forth in the Teacher Evaluation Guide, recommended professional development designed to address any rubric domain or APPR subcomponent for which the teacher received an ineffective or developing rating, and a timeframe for meeting the established goals.

APPEAL PROCEDURE


18. A teacher whose Annual Professional Performance Review (APPR) rating is “Developing” or “Ineffective” shall have the right to appeal the substance and/or process of the APPR, including but not limited to a teacher rated Ineffective on the student performance category but rated Highly Effective on the observation category based on an anomaly to be determined locally, the District’s adherence to the standards and methodologies required for the review pursuant to Education Law § 3012-d, compliance with the Commissioner’s regulations or this Agreement, and/or the issuance or implementation of a teacher improvement plan. An appeal of the issuance of an improvement plan shall not delay the implementation of such plan.
 19. For up to fifteen (15) business days from the receipt of the APPR composite rating, the teacher must submit a written appeal which includes all reasons for appealing his/her rating or challenging the evaluation and all documents and information relevant to the appeal, including but not limited to, APPR documents, all observations or other documentation forming the basis of the APPR composite rating, and/or TIP, where applicable; and a detailed written description of the specific areas of disagreement.
 20. The appeal shall be heard by an Appeals Team, which shall include one member of the CIT Panel appointed by the Superintendent and one member appointed by the RTA President. More than one Appeals Team may be formed. A response to the written appeal is due no more than 30 days after the receipt of the appeal, unless the appeal is submitted for review by a neutral third party, in which case a response is due within 60 days after the receipt of the appeal. The Appeals Team may conduct an interview of the teacher and/or the evaluator and request additional documentation. The teacher shall be provided an opportunity to respond to any additional documentation presented to the Appeals Team. The teacher may have an RTA Faculty Representative at any interview and/or may decline to submit to an interview.
 21. All documentation submitted to the Appeals Team and the record of any interviews conducted shall constitute the record of the Appeal. Following a review of the record, the Appeals Team shall render a written decision affirming, modifying, or rejecting the rating. If the Appeals Team cannot render a decision, the record of the appeal shall be submitted to a neutral third party, who shall be jointly selected by the Superintendent and the RTA President. The third party shall have received evaluator training, but shall not be currently employed by the District or the RTA. Within 30 days of receipt of the record, the neutral third party shall issue a written decision affirming, modifying, or rejecting the rating. The time lines set forth above may be extended if the appealing teacher cannot be available, absent significant hardship, during the time for filing or reviewing the appeal and such absence prevents the Appeals Team from exercising its duties. If a teacher is justifiably unavailable during the 15 business day period in which to file an appeal, the time to file shall be extended by the number of days of unavailability.
- The District and RTA shall develop forms for teachers to appeal their APPR ratings.
22. The Appeals Process set forth in this Agreement shall be timely and expeditious as required by Education Law § 3012-d.

GENERAL CONDITIONS

23. Nothing in this Agreement shall abrogate the rights of RCSD, its Board of Education and Superintendent of Schools to discontinue the employment of a probationary teacher in accordance with Education Law § 3012 and § 3031 or restrict or limit the discretion of the Superintendent of Schools or Board of Education in making a determination on the status of a probationary teacher, and/or to deny tenure in compliance with the Education Law.
24. The determination of the appeal process is final and binding. The grievance and/or arbitration procedures in the parties' collective bargaining agreement shall not be used to appeal or review a teacher's performance review, except that failure to comply with the agreed-upon appeals process is subject to the grievance procedure. The parties agree that they shall work collaboratively to resolve any concerns with the appeals process prior to the filing of a grievance. All grievances filed under this paragraph shall be subject to the following expedited grievance procedure:
- a. The RTA shall have the right to file a single, class action grievance pursuant to Section 14.6(h) of the collective bargaining agreement to challenge the District's compliance with the negotiated APPR appeals process.
 - b. Such grievance shall be filed at Stage 2 no later than January 31st and shall identify each teacher who is part of the class. Only teachers specifically identified shall be members of the class.
 - c. The District shall hear the Stage 2 grievance no later than February 7 and respond no later than February 15. The District's failure to hear the grievance and/or issue a response within the agreed upon timeframe shall permit the RTA to proceed to the next stage.
 - d. If the RTA is not satisfied with the District's response, it shall file a demand for arbitration within 5 school days of its receipt of the District's Stage 2 decision. There shall be no Stage 3.
 - e. Upon demand for arbitration, the District and RTA shall mutually select an arbitrator to hear the class grievance, who shall be required to hear the grievance no later than March 31st.
25. In the event of a conflict between the provisions contained within this memorandum and those established in Education Law §3012-d, rules promulgated by the Board of Regents, regulations promulgated by the Commissioner of Education or State, as amended by litigation, statutory or regulatory requirements relating to teacher evaluation, such statutes and/or regulations shall govern.

26. The APPR Agreement and the Teacher Evaluation Handbook together with all appendices referenced herein shall represent the full and complete agreement between the parties in conjunction with the APPR for the 2018 – 2019 school year and that any and all other written documents have no force and effect unless specifically referenced herein.
27. This Agreement shall begin in the 2018-2019 school year and shall take effect as of the date the Agreement is executed. The parties understand that this writing represents the full and complete agreement of both parties.
28. This Agreement is subject to the approval of the New York State Education Department. Should the plan be rejected by the Commissioner the identified deficiencies in the submitted plan will be resolved through collective bargaining to the extent required under article fourteen of the Civil Service Law.


FOR THE DISTRICT:


Barbara Deane-Williams, Superintendent

Handwritten notes:
Kull
10/15/18
A.P.P.
S.C.

10/15/2018
Date

FOR THE ASSOCIATION:


Adam Urbanski, President

10-10-2018
Date