

The Annual Professional Performance Review Plan (APPR) Frankfort-Schuyler Teachers' Association

1. Statement of Purpose

The overarching goal of the teacher evaluation system is to promote student learning and improve teaching and professional practice. The APPR encourages professional growth and development through a process that is based on current research on best practices and aligned with New York State's Teaching Standards. It assures a common language, and common expectations among all teachers and evaluators. It is intentionally linked with the district's Professional Development Plan to ensure teacher-driven professional development and support.

The following principles will govern the APPR process:

- It is every teacher's responsibility to continue to grow professionally.
- It is the district's responsibility to provide resources and support for teachers to improve instruction and professional practice.
- The overarching goal of the evaluation process is that teachers and evaluators examine the evidence obtained by multiple measures of teaching practice and student achievement to plan for meaningful professional learning and improvement of instruction.
- Evaluations will be conducted openly and objectively with the full involvement of the teacher.

2. Plan Requirements

Under Education Law §3012-c, each teacher must receive an APPR resulting in a single composite effectiveness score and a rating of "highly effective," "effective," "developing," or "ineffective." The composite score will be determined as follows:

- 20 percent student growth on state assessments or a comparable measure of student growth (25 percent upon implementation of a value-added growth model);
- 20 percent other locally selected measures of student achievement that are determined to be rigorous and comparable across classrooms (15 percent following implementation of a value-added model), which are to be developed locally through collective bargaining; and
- 60 percent based on multiple measures of effective teaching practice aligned with the state's teaching standards. The measures are to be established locally through collective bargaining.

The intent of the evaluation system is to foster a culture of continuous growth for professionals. The APPR is required to be a significant factor in employment decisions including, but not limited to: retention, tenure determination, termination, supplemental compensation and professional development. Each decision is made in accordance with locally developed procedures collectively bargained.

As required by the Commissioner’s regulations, the Frankfort-Schuyler Board of Education will formally adopt the APPR plan by September 1 of each school year. If provisions required in the plan are not finalized by September 1 as a result of pending collective bargaining, then the Frankfort-Schuyler Board of Education must adopt the plan specifying the unresolved components. Once all components of the APPR plan are completed through negotiations, the Frankfort-Schuyler Board of Education shall post an amended plan within ten days after its adoption on the district website.

The Frankfort-Schuyler Central School District (hereinafter “District”) and the Frankfort-Schuyler Teachers’ Association (hereinafter “Union”) will form a Joint Labor-Management APPR Committee. The Committee shall be made up of five teachers appointed by the Union, two administrators appointed by the Administrators’ Union (FSAA) and the Superintendent. This Committee will be responsible for reviewing the policies and procedures related to the APPR. The Committee will also be responsible for reviewing disputes concerning assignment of teacher of record. Recommendations shall be made by this committee to the Administration for final determination. It is understood and agreed that the APPR will continue in effect until such time as there is mutual agreement on any change. Either party may request that the joint committee review specific aspects of the APPR. Any changes to the evaluation procedures of teachers recommended by the APPR Committee would only be effective upon mutual written agreement of the Union and the District.

I. Content of the APPR

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A. Collection and reporting of teacher and student data

The District and the Union shall collaboratively develop a verification procedure to ensure that all teacher of record determinations have been made accurately and in a manner consistent with the standards established by the Commissioner's regulations prior to using student growth and/or achievement data in an APPR. No later than ten (10) days after each verification date (listed below), each classroom teacher shall be given a list of all students for whom he/she is the teacher of record. Any classroom teacher who believes that the list is incorrect and/or inconsistent with the standards established by the Commissioner's regulations for making teacher-of-record determinations shall be entitled to seek review of this determination by the Joint Labor-Management APPR Committee.

Data Verification Dates:

Beginning of School Year

- The first Wednesday in October (BEDS) Verification of student roster
- October 31st Student Roster "Closes"

Based on State Assessment Dates

- attendance review prior to exam; including confirmation that changes were made
- post-exam roster confirmation

For purposes of determining the local measures of student achievement, there will be a minimal 85% attendance requirement.

The district will adhere strictly to the requirements for reporting sub-component and composite scores to the New York State Department of Education established by regulations. A unique identifier will be used, and the names of individual teachers will not be provided. An administrator shall not submit any written assessment, sub-component or composite rating of an individual teacher to any outside agency or person, without the prior written authorization of the Union, unless required to under statute or legislative action.

B. Internal assessment development and assessment security

Assessment development

District-developed and teacher -created assessments of student achievement provide opportunities for professional development and building local capacity. The Frankfort-Schuyler Central School District will encourage the development of assessments by individual or teams of teachers or through collaboration with the Herkimer County BOCES. Rubric tools, developed by the joint labor- management APPR committee be used to verify comparability and rigor.

Assessment security

It is understood that any standardized assessments used for the purpose of teacher evaluation will not be disseminated in advance to students, teachers or principals. Scoring of state assessments must be done by educators who do not have a vested interest in the assessments they score.

C. Training for evaluators and staff

Any evaluator who participates in the evaluation of teachers for the purpose of determining an APPR rating shall be fully trained and/or certified as required by Education Law §3012-c and the implementing Regulations of the Commissioner of Education prior to conducting a teacher evaluation. Any evaluation or APPR rating that is determined in whole or in part by an administrator or supervisor who is not fully trained and/or certified to conduct such evaluations shall, upon appeal by the subject of the evaluation or APPR rating, be deemed to be invalid and shall be expunged from the teacher's record and will be inadmissible as evidence in any subsequent disciplinary proceeding. The invalidation of an evaluation or APPR rating for this reason shall also preclude its use in any and all other employment decisions.

All professional staff subject to the district's APPR will be provided with an orientation and/or training on the evaluation system that will include: a review of the content and use of the evaluation system, the NYS Teaching Standards, the district's teacher practice rubric, forms and the procedures to be followed consistent with the approved APPR plan and associated contractual provisions. All training for current staff will be conducted prior to the implementation of the APPR process. Training will be conducted within thirty (30) calendar days of the beginning of each subsequent school year for newly hired staff.

D. Student growth measures

SED is required to score and report the teacher student growth percentile (or value-added measure after the VAM system is approved by the Regents no sooner than the 2012-2013 school year.) The state has required that the vendor for this component of the evaluation system provide the growth/VAM data to the district by June 15 (or no later than three weeks from vendor receipt of data) for inclusion in the final composite score. Teachers will not be penalized in any way because of such data not being received in a timely manner, which results in an incomplete rating.

E. Local selected measures of student achievement

The measures of student achievement shall be reviewed by committees of each grade level and subject area and recommended to the Superintendent for final certification of rigor and comparability. Each committee shall have a majority of classroom teachers, appointed by the Union. Committees representing each common branch subject, English language arts and mathematics in grades 4 through 8 shall commence meeting by May 1, 2012. Committees representing all other grade levels and subject areas shall commence meeting no later than June 30, 2012 and their determinations shall be implemented no earlier than the 2012-13 school year. The committees will periodically review the locally selected measures of student achievement to ensure their continued validity, reliability and appropriateness. The selection of other local measures of student achievement shall be the responsibility of the committees established pursuant to this section, subject to certification by the Superintendent.

The committee[s] will be charged with identifying the specific measurements of student achievement, timelines for the collection of student achievement data, how student achievement data will be weighted and adjusted to account for differences in student populations. The committee[s] will be guided by the following principles:

- Locally selected measures should help the teacher add value to classroom instruction. There needs to be a purpose/use other than solely for evaluation.
- Local measures should include assessments other than standardized state tests. Local measures should be aligned with the state's student learning standards and performance indicators including: critical thinking, cooperative problem-solving and oral communications.
- Local measures should be aligned with NY State Common Core Standards, meet statewide criteria and consist of multiple measures of student performance to improve the accuracy and stability of evaluations by reducing reliance on any single measure of performance.
- The Superintendent shall certify that the measures meet the requirements for rigor and comparability. Comparability is defined as using the same measures across a subject and/or grade level within the District. Rigor is defined as being aligned to the New York State Learning Standards and, to the extent practicable, valid and reliable as defined by the testing standards, meaning the "Standards for Educational and Psychological Testing" (American Psychological Association, National Council on Measurement in Education, and American Educational Research Association; 1999 – available at the Office of Counsel, SED).
- It is understood that this is a system for individual teacher evaluation. School-wide, group or team results based on state tests are therefore inappropriate and will not be considered.

The Superintendent shall, to the extent practicable, provide all committee members with time during the contractual work day to meet. Committee work performed outside of the contractual work day shall be compensated at the contractual hourly rate.

The local component will be converted into a numerical effectiveness score using a methodology selected by the committee (Appendix J).

F. Measures of teacher effectiveness based on the NYS Teaching Standards

The selection of the teacher practice rubric and multiple measures of teacher effectiveness shall be determined by the Joint Labor-Management Committee.

The following guiding principles will inform the work of the committee:

- Evidence of professional practice shall be obtained through multiple measures. Observations will be one of these measures.
- Individualized professional development plans should include professional growth goals that are individually established by both the teacher and the evaluator.
- The process of evaluation should foster continual growth and development.
- Evidence of teacher effectiveness will be based on the teacher- practice rubric aligned with the seven New York State Teaching Standards:
 - The teacher acquires knowledge of each student and demonstrates knowledge of student development and learning to promote achievement for all students.
 - The teacher knows the content he/she is responsible for teaching and plans effective instruction that ensures growth and achievement for all students.
 - The teacher implements instruction that engages and challenges all students to meet or exceed the learning standards.
 - The teacher works with all students to create a dynamic learning environment that supports achievement and growth.
 - The teacher uses multiple measures to assess and document student growth, evaluate instructional effectiveness, and modify instruction.
 - The teacher demonstrates professional responsibility and engages relevant stakeholders to maximize student growth, development, and learning.
 - The teacher sets informed goals and strives for continuous professional growth.

Critical to this component is the selection of the rubric to collect evidence of teacher effectiveness. The APPR committee has the NYSUT Teacher Practice Rubric.

The Frankfort-Schuyler Central School District and the Frankfort-Schuyler Teachers' Association recognize that effective assessment of teaching practice is a progression and have agreed to utilize an annual teacher evaluation and development process supported by the collection and analysis of evidence. The forms for the evaluation process are included in Appendix I.

Self-reflection

Early in the school year

Self-reflection bridges the previous year's goal setting and professional learning plan with the challenges of the year ahead. Self-reflection is designed to allow all teachers to examine their teaching practices in relation to performance expectations described in the teacher practice rubric. Teachers may also use a series of questions to assess their readiness for the school year ahead, particularly in the context of changes that may have occurred in their professional lives, or in the school community.

Analysis of teaching practice through multiple measures

[September-March]

The teacher and evaluator prepare for the evaluation measures beginning with a pre-conference discussion. The conference includes identifying the measures, the expectations of both parties, and the provision of any relevant documentation.

Evidence is collected during scheduled classroom observation and other planned activities.

Probationary teachers will be observed at least three (3) times a year and tenure teachers at least two (2) times a year. At least one (1) of the classroom observations shall be unannounced. Supervisory personnel making these mandatory observations will make a written evaluation, with suggestions for improvement as to any adverse comment and will confer with the teacher. A conference with the teacher shall take place within seven (7) workdays following each observation. Unless absences or other extenuating circumstances causes a delay, a formal written evaluation shall be presented to the teacher within five (5) workdays following the conferences. One (1) mandatory observation of probationary teachers will take place in the first (1st) semester and one (1) in the second (2nd) semester, with the third (3rd) mandatory evaluation of the probationary teachers, the mandatory evaluation of the tenure teachers and any informal observation to be at the discretion of the supervisory personnel of the district. The third (3rd) evaluation for a teacher in the final year of probationary status should occur before April 1st.

All teachers shall receive a copy of their end of the year evaluation prior to the last day of school.

At the conclusion of each observation the teacher and evaluator will discuss the evidence collected and complete the Observation Form. The teacher and evaluator assess student work; make preliminary ratings; and discuss next steps for the teacher's professional growth.

Summative Evaluation
[April/May]

The summative evaluation includes the teacher's annual rating of effectiveness and the rationale supporting the rating. Both areas of strength and areas in need of improvement should be identified and specific recommendations made to improve effectiveness. The summative evaluation will include all of the evidence of effective teaching practice and the measures of student achievement.

Goal setting and professional learning plan
[May/June]

Teachers will have the opportunity to identify ways to enhance instructional practice and student achievement and to tie their individual goals to the attainment of school and district goals. A professional learning plan will be developed to improve effectiveness and student learning.

G. Professional Development

The parties agree that the purpose of conducting an APPR is to improve professional practice and improve student performance. APPR must therefore be a significant factor in shaping the professional development opportunities provided to teachers. The District and the Union shall cooperate in designing professional development activities that are appropriate for and responsive to the individual needs of each individual teacher as identified in his/her APPR.

The district professional development committee (as required by Part 100.2) shall be responsible for developing all aspects of the professional development plan. Among the responsibilities and powers of the Committee shall be to: (i) oversee the design, selection and implementation of all professional development activities; (ii) appoint subject area or grade level subcommittees, as needed, to assist in the design and implementation of professional development activities; (iii) ensure that each teacher is afforded the opportunity to participate in selecting professional development activities that are appropriate for his/her needs; (iv) determine the appropriateness and/or effectiveness of existing professional development activities and to direct that changes be made where necessary; (v) consult and advise in the selection of appropriate professional development activities to be used in Teacher Improvement Plans; (vi) ensure that professional development includes training on the Teaching Standards and rubric(s) used in the APPR process; and (vii) make any and all other decisions, other than those requiring the expenditure of additional district funds, as may be necessary to ensure the continued implementation of effective professional development opportunities for all District teachers.

All costs associated with the provision of professional development specified in the district-wide professional development plan will be borne by the district. Every effort will be made to provide professional development within the teachers' contractual day or during contractual after-school meeting time or on days within the contractual work year that are designated for professional development. In the event that professional development must occur outside of the teachers' contractual day or on days other than contractual work days, teachers will be compensated at the contractual hourly rate.

G.1 Teacher Improvement Plans (TIP)

Upon receiving a rating of "developing" or "ineffective", a teacher shall be provided with a TIP. The TIP shall be provided as soon as practicable, but in no case later than ten days after the date on which teachers are required to report prior to the opening of classes for the school year. The Parties understand and agree that the sole and exclusive purpose of a TIP is the improvement of teaching practice and that the issuance of a TIP is not a disciplinary action. The TIP shall be developed in consultation with the teacher and Union representation shall be afforded at the teacher's request. The teacher shall be advised of his/her right to such representation. The Union president shall be timely informed whenever a teacher is placed on a TIP and, with the agreement of the teacher, shall be provided with a copy of the TIP.

Teachers and administrators shall also have the right to initiate a TIP at any time during the school year, if deficiencies are noticed. Said TIP shall be mutually agreed upon by the teacher and administrator, and the Union shall be made aware of the TIP. A TIP initiated during the school year, and not as a result of an overall "developing" or "ineffective" rating shall terminate no later than June 1st of the school year in which it was initiated.

A TIP shall clearly specify: (i) the area(s) in need of improvement; (ii) the performance goals, expectations, benchmarks, standards and timelines the teacher must meet in order to achieve an effective rating; (iii) how improvement will be measured and monitored, and provide for periodic reviews of progress; and (iv) the appropriate differentiated professional development opportunities, materials, resources and supports the District will make available to assist the teacher including, where appropriate, the assignment of a mentor teacher.

After the TIP is in place, the teacher, administrator, mentor (if one has been assigned) and an Association representative (if requested by the teacher) shall meet, according to the schedule identified in the TIP, to assess the effectiveness and appropriateness of the TIP, for the purpose of assisting the teacher to achieve the goals set forth in the TIP. Based on the outcome of such assessment(s), the TIP shall be modified accordingly.

A teacher who believes that the terms of a TIP are arbitrary, unreasonable, inappropriate or defective, or that the District has failed to meet its obligation to properly implement the terms of a TIP, may seek relief through an appeal to the Superintendent.

A determination of who shall bear the costs associated with the implementation of a TIP including, but not limited to, tuition, fees, books and travel shall be agreed to by the parties at the time of implementation. No disciplinary action predicated upon ineffective performance shall be taken by the District against a teacher until a TIP has been fully implemented and its effectiveness in improving the teacher's performance has been evaluated. No disciplinary action shall be taken by the District against a teacher predicated on an ineffective rating who has met the performance expectations set by a TIP.

G.2 Termination and Tenure Determinations for Probationary Teachers

The APPR is to be a significant factor for termination and tenure determinations. In the event that an evaluator is concerned with the competence of a probationary teacher, it is agreed that the teacher will be invited to a conference with the evaluator, appropriate administrator (if different from the evaluator), and the Union President or his/her designee as early in the school year as reasonable. The conference will result in an intervention and TIP being developed.

A probationary teacher, who is disciplined, dismissed, not renewed, or denied tenure, based in whole or in part upon classroom performance or any other factor measured by the APPR, shall have the right to appeal such action through the APPR Appeals procedure. Nothing herein relieves the District of its obligations under New York State Education Law Sections 3012(2) and 3031.

The parties agree that in cases of teachers appointed to a probationary term at the start of a school year, notification dates shall be as follows:

- The notice of the superintendent's recommendation to grant or deny tenure shall be provided to the unit member by March 1 of the final probationary year.
- A probationary teacher shall be informed of the final action of the Board of Education on the granting or denial of his/her tenure by May 1 of the final probationary year.

In the case of teachers appointed after the opening of the school year and who are eligible for tenure, the notification dates shall be as follows:

- The notice of the superintendent's recommendation to grant or deny tenure shall be provided to the unit member by the first day of the month three months prior to the conclusion of their final probationary year (for example, a teacher who commences their probationary employment on January 1 shall receive the notice of intent by the preceding September 1).
- A probationary teacher shall be informed of the final action of the Board of Education on the granting or denial of his/her tenure a minimum of sixty (60) days prior to the conclusion of their final probationary year.

H. Appeals procedures

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.

H.1 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-c (5), 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.

H.2 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-c 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-c.

H.3 Notification of the Appeal

In order to be timely, the notification of the APPR appeal shall be filed, in writing, within ten (10) business days after the teacher has received the APPR. Notification of the appeal shall be provided to the superintendent of schools or his designee. In any case the entire appeals process shall not exceed 45 business days.

H.4 Supervising Administrator's written response to appeal

Within five (5) business days of receipt of an appeal, the supervising administrator must submit a detailed written response to the Superintendent and the teacher requesting the appeal. 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.

H.3 Decisions on Appeal

Step 1 – Within five business days of receipt of the administrator's written response the bargaining unit member shall conference with the supervising administrator. The bargaining unit member shall upon request be entitled to a Union representative being present. The conference 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 notifying the Superintendent in writing, within five (5) business days of the conclusion of the conference.

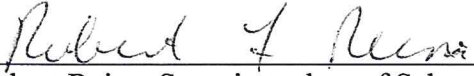
Step 2 – Superintendent's Appeal

- a) Within five (5) business days of receipt of the Step 1 decision, the member shall be entitled to a meeting with the Superintendent (or his/her designee if the Superintendent's evaluation/observation is being appealed). Any administrator rendering a decision on an APPR appeal must be appropriately trained and certified pursuant to the requirements outlined in paragraph 3 of the APPR plan between the District and the Union. The bargaining unit member shall upon request be entitled to a Union representative being present
- b) The Superintendent of Schools (or his/her designee) shall decide the matter based upon the written appeal, information obtained from the evaluating administrator and information obtained at a meeting with the teacher.
- c) The Superintendent of Schools shall provide a written determination on the appeal to the member with a copy to the evaluating administrator within fourteen (14) business days of the meeting with the Superintendent. The written determination and appeal shall be placed in the member's personnel file.
- d) The determination of the Superintendent of Schools is final and binding. It is not subject to any further appeal pursuant to the grievance procedure.


I. Modifications

The parties agree that the evaluation of professional staff is an ongoing process and that it may be in the best interest of the District and the Union to review the terms and conditions of this agreement. To that point, at any time during the life of the collective bargaining agreement, the parties may mutually agree in writing to modify the APPR plan. Any changes or modifications to this agreement shall be reduced to writing and signed by the Superintendent and Union President.


Signatures



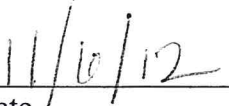
Robert Reina, Superintendent of Schools



Date



Martha Oldfield, Union President



Date

RELEVANT FORMS

The following forms and rubrics shall be used in the observation and evaluation of FSTA members: