Webutuck CSD: Teachers' APPR Plan

WEBUTUCK CENTRAL SCHOOL DISTRICT

ANNUAL PROFESSIONAL PERFORMANCE REVIEW TEACHERS

REPLACEMENT APPR CONTRACT LANGUAGE

ANNUAL PROFESSIONAL PERFORMANCE REVIEW PLAN (APPR)

INTRODUCTION

- A. Any existing and previously-approved Annual Professional Performance Review (APPR) procedures pursuant to Section 100.2(o) of the Rules and Regulations of the Commissioner of Education ("Commissioner's Regulations") remain in effect for teachers who are not subject to Section 3012-c of the New York State Education Law (the "Education Law").
- B. Beginning with the 2014 2015school year, this APPR Plan ("Plan") and the procedures and methods described herein shall apply to all classroom teachers.
- C. Nothing in this Plan shall be construed to affect the right of the Board of Education to terminate a probationary teacher for statutorily and constitutionally permissible reasons other than the performance of the teacher in the classroom that is the subject of an appeal, or restrict the discretion of the Superintendent and/or the Board of Education to make a determination on the status of a probationary teacher and/or to deny tenure.
- D. The parties agree to delete Article IX -- TEACHER EVALUATION from the collective bargaining agreement. This Plan document shall be maintained as a document separate and apart from the collective bargaining agreement.
- E. The parties further agree that any procedural violations of this Plan document for a teacher who received an overall composite rating of "Developing" or "Ineffective" shall be subject to the parties' grievance procedure set forth in ARTICLE XII -- GRIEVANCE PROCEDURES of the collective bargaining agreement.
- F. The parties agree that after the completion of the 2014 2015 APPR yearend evaluation, the parties will reopen negotiations for the limited purpose of discussing the need, if any, to make modifications to this Plan document, including the choice of rubric as well as any observation forms.
- G. In the event that the APPR is repealed, the parties agree to reopen the contract for the limited purpose of negotiating an alternative procedure.

I. AVAILABILITY OF DISTRICT'S APPR PLAN

- A. A written copy of the Plan was adopted by the BOE at the Board of Education meeting on November 5, 2012 and revised on August 26, 2013 and October 6, 2014. This document was included in the official published minutes of the Board of Education meeting of November 5, 2012.
- B. The written copy of the Plan was published on the District website www.webutuckschools.org following approval by the State. A current plan is available on the District's website.

II. TRAINING OF LEAD EVALUATORS AND EVALUATORS

- A. The duration and nature of the training the District will provide to evaluators:
 - 1. All Webutuck evaluators will be trained as lead evaluators.
- B. The duration and nature of the training the District will provide to lead evaluators:
 - 1. Positions trained as lead evaluators: Superintendent of Schools, Building Principals, and any other certified administrator designated by the Superintendent.
 - 2. Dutchess County BOCES or other approved provider will provide training of lead evaluators in compliance with all state regulations.
 - 3. The District will ensure the training and certification of its lead evaluators in accordance with the requirements prescribed in the Commissioner's Regulations. The District will further ensure that lead evaluators maintain inter-rater reliability over time and that they are recertified on an annual basis.
 - 4. The APPR Plan will be presented to teachers at either faculty meetings or as part of a conference day after approval.

III. TEACHER EVALUATIONS

Teachers shall receive an annual composite effectiveness score out of 100 total points and shall receive one of the following annual ratings:

Highly Effective: 91-100 Points
Effective: 75-90 Points
Developing: 65-74 Points
Ineffective: 0-64 Points

A. Twenty percent (0 to 20 points) of the teacher's composite effectiveness score shall be based upon the teacher's student growth data on state assessments as prescribed by the Commissioner for those grades/subjects where there is no value added growth model or a comparable measure of student growth if no data is available.

Student growth means the change in student achievement for an individual student between two or more points in time.

- B. Twenty percent (0 to 20 points) of the teacher's composite effectiveness score shall be based on locally developed or locally selected assessments which measure student achievement determined to be rigorous and comparable across classrooms in accordance with the Commissioner's Regulations.
 - C. Sixty percent (0 to 60 points) of the teacher's composite effectiveness score will be based on the New York State Teaching Standards:
 - *Knowledge of Students and Student Learning
 - *Knowledge of Content and Instructional Delivery
 - *Instructional Practice
 - *Learning Environment
 - *Assessment for Student Learning
 - *Professional Responsibilities and Collaboration
 - * Professional Growth

The District and the Association agree that Danielson's Framework for Teaching (2011 Revised Edition)

rubric shall be used to assess a teacher's performance.

The point allocation for the sixty (60) points in the final summative evaluation for those teachers subject to 3012-c and Part 30-2 is set forth in the attached Appendix A. In completing Appendix A, fifty (50) of those points will be based upon classroom observations by an administrator; specifically Domains 1, 2, and 3. The remaining ten (10) points will come from evidence of Professional Responsibilities as outlined in Domain 4.

The following procedures shall apply to an administrator conducting an observations:

- 1. The purpose of the classroom observation is to support the development of the APPR, and to improve the quality of teaching and education in the District, and, in the case of probationary employees:
 - a) to provide useful information to the District in considering whether to continue the employee's employment with the District and/or to grant tenure.
 - b) to provide the employee with sufficient notice of his/her deficiencies, if any, to allow him/her a reasonable opportunity for corrective action.
- 2. All classroom observations shall be conducted openly with full knowledge of the classroom teacher. Electronic surveillance of teachers, for the purpose of evaluations, is prohibited.
- 3. All classroom observations shall be made by certified administrative personnel trained in the rubric in place.
- 4. Each classroom observation report (Appendix B) shall evaluate the lesson observed and shall not include extraneous information which has no direct bearing on the teaching or learning process.
- 5. Announced classroom observations will be of one lesson plan in duration, as agreed upon by the teacher and the observer. Classroom teachers will complete a Pre-Observation Report (Appendix C) and return to the observer at least two (2) school days prior to a pre-observation conference mutually agreed upon by the teacher and observer.
- 6. The observer will notify classroom teachers that an unannounced observation will occur within a ten (10) school day timeframe. No observation report shall be prepared if the teacher is performing duties other than his/her assigned teaching duties.
- 7. Within ten (10) school days after any such observation is completed, the observer shall prepare and provide to the observed classroom teacher a tentative or proposed observation report covering that observation. The classroom teacher or the observer may request a conference to be held at a mutually convenient time. This conference must be requested within two (2) school days after the report is provided to the teacher. Following such conference, the observer may either submit the report as originally prepared or, alternatively, prepare a corrected observation report. Within ten (10) school days of receipt of the final observation report the teacher shall acknowledge receiving the report. Only the final or corrected observation report shall be placed in the teacher's personnel file.
- 8. All probationary teachers shall be entitled to a minimum of two (2) observations each year, one of which shall be unannounced as prescribed in Section 6 above, and at least one of which shall be conducted on advance notice to the teacher. First year probationary teachers shall have an announced observation by October 15. Any areas identified as developing or ineffective during the announced observation shall result in the first year probationary teacher being placed on a Teacher Improvement Plan for a specified amount of time to address the developing or ineffective areas. All other probationary teachers shall have their first observation within four (4) months

of the commencement of the school year each year thereafter.

- 9. Tenured classroom teachers shall be entitled to a minimum of two (2) classroom observations each year, one of which shall be unannounced as outlined in Section 6 above and at least one of which shall be conducted on advance notice to the teacher.
- 10. An employee may reply in writing to any observation report placed in his/her personnel file as he/she sees fit; e.g., by a personal statement, by statements of other persons who have observed the teacher's classroom performance, etc. Any such reply shall be affixed to the observation report to which it relates and shall be included in the teacher's personnel file.
- 11. All classroom observations, announced or unannounced, shall be conducted by June 1st of each school year.
- 12. All teachers shall receive notice of all subcomponent scores available to the District by the last day of the school year. The final summative evaluation shall be provided to the teachers no later than September 1st of the following school year.

IV. TEACHER IMPROVEMENT PLANS (TIP)

The District must provide a Teacher Improvement Plan (TIP) if a teacher receives a rating of "Ineffective" or "Developing" as his/her composite score on the year end evaluation. The TIP shall be provided as soon as practicable, but in no case later than ten (10) school days after the date on which teachers are required to report prior to the opening of classes for the school year. The parties understand and agree that the sole and exclusive purpose of a TIP is the improvement of teaching practice and the issuance of a TIP is not a disciplinary action. The TIP shall be developed in consultation with the teacher (Appendix D). The Association president shall be informed of the District's intent to provide a TIP to a teacher within ten (10) days of the teacher's "Ineffective" or "Developing" rating. Whenever a teacher is placed on a TIP, and with agreement of the teacher, the Association President shall be provided a copy of the TIP.

The TIP must include, without being limited to:

- *Identification of the needed area of improvement;
- *Action steps needed to demonstrate improvement;
- *A timeline for achieving improvement;
- *How improvement will be assessed.

A TIP may be modified through mutual agreement of the parties, or it may be discontinued if the rating of "Ineffective" or "Developing" changes to "Effective" or "Highly Effective" following an observation.

For a tenured teacher, the timeline for improvement shall be set at one school year, or for a shorter period of time if mutually agreed upon by the parties. For non-tenured teachers, the timeline for achieving improvement shall be set by the District.

In the event that an administrator recommends coursework as part of a TIP, any tuition costs or registration fees shall be borne by the District in their entirety. 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 a teacher's performance has been evaluated. However, nothing herein shall prevent the District from introducing into evidence an evaluation or a TIP in subsequent disciplinary action.

V. APPEAL PROCEDURE

The District agrees that it will not bring disciplinary charges under 3020-a of the Education Law based on pedagogical incompetence for any performance issues during the 2012-2013 school year.

A. A teacher may appeal a composite score of "Ineffective" or "Developing." The basis for an

appeal shall be limited to the following:

- 1. the substance of the APPR;
- 2. the District's adherence to the standards and methodologies required for such reviews;
- 3. the District's adherence to the regulations and compliance with any locally negotiated procedures, as well as the District's issuance and/or implementation of the terms of the Teacher Improvement Plan (TIP).
- B. The District's adherence to any locally negotiated procedures shall be appealed through the grievance procedure of the collective bargaining agreement between the parties. The Arbitrator in this appeal shall have the authority to void any evaluation if a procedural defect is found to be a breach of the locally negotiated procedures.
- C. A teacher may not file multiple appeals regarding the same performance review or TIP. All grounds for appeal must be raised within one appeal. Any grounds not raised at the time of appeal shall be deemed waived.
- D. Appeals pursuant to Section A shall be processed as follows:
 - 1. Subject to the provisions set forth in A above, an appeal alleging a substantive disagreement with the conclusion of any summative rating drawn by the evaluator may challenge both the cumulative score of the evaluation, as well as the scores of the subcomponents which make up that rating.
 - a) an appeal of a composite score rating on an evaluation that was performed by an evaluator must be submitted within fifteen (15) school days of receipt of the evaluation to the Superintendent or Superintendent's designee.
 - b) if a teacher is challenging the issuance of a TIP, appeals must be filed within fifteen (15) school days of issuance of such a plan. The failure to file an appeal within these timeframes 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/her performance review, or the issuance and/or implementation of the terms of his/her TIP, and any additional documents relevant to the appeal. The performance review and/or TIP being challenged must be submitted with the appeal. Any information not submitted at the time the appeal is filed shall not be considered. 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.

A written decision shall be rendered by the Superintendent or Superintendent's designee no later than thirty (30) days from the date upon which the teacher filed his/her appeal. 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. The appeal shall be based solely on a written record comprised of the teacher's appeal papers and any documentary evidence accompanying the appeal, as well as the District's response, if any, to the appeal and additional documentary evidence submitted with such papers.

Such decision shall be final except as provided in the paragraph below:

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 Superintendent may set aside a rating, modify a rating, or order a new evaluation. A copy of the decision shall be provided to the teacher and the evaluator of the person responsible for either issuing or implementing the terms of a TIP, if that person is different.

In the event a teacher receives and unsuccessfully appeals two consecutive "Ineffective" and/or "Developing" ratings, he/she may appeal the Superintendent's determination on the second consecutive rating within fifteen (15) days of receiving the decision. The appeal shall be conducted by an arbitrator in accordance with the procedures outlined in Article XII, Section 2, Stage IV, of the teacher's collective bargaining agreement.

This appeal procedure shall constitute the exclusive means for initiating, reviewing, and resolving any and all challenges and appeals related to a teacher's performance review and/or TIP. 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 TIP, except as authorized by law.

The cost for the services of an arbitrator shall be borne equally by the District and the Association. Any additional costs shall be borne by the party incurring them.

<u>Signatures</u> :	
Nancy Gagne, WTA President	Date
James A. Gratto Jr., Superintendent	Date
William McGhee, Board of Education President	Date
Roard of Education approval date	