

## **MEMORANDUM OF AGREEMENT**

**THIS MEMORANDUM OF AGREEMENT** is entered into by and between **THE SUPERINTENDENT FOR THE WATERLOO CENTRAL SCHOOL DISTRICT AND THE WATERLOO EDUCATION ASSOCIATION.**

### **RECITALS:**

**WHEREAS**, the Waterloo Central School District (“District”) and the Waterloo Education Association (“Association”) have met to conduct collective negotiations for a new Annual Professional Performance Review (APPR) Plan as required by Education Law §§3012-c and 3012-d, 8 NYCRR Subpart 30-2 and 8 NYCRR §100.2(o); and

**WHEREAS**, the parties subsequently conducted negotiations concerning the APPR Plan requirements contained in section 3012-d of the Education Law and the Rules of the Board of Regents, and have reached a negotiated agreement to implement the APPR requirements, were fully represented in such deliberations, and had all the terms and conditions herein contained thoroughly explained and fully understand the meaning thereof; and

**NOW, THEREFORE**, in consideration of the mutual undertakings and covenants herein contained, the parties stipulate and agree that the following terms and conditions shall set forth the agreements between them and shall be APPR Plan for the District:

### **ARTICLE I INTRODUCTION**

The information contained within this document, referred to as the Waterloo Central School District’s Annual Professional Performance Review (APPR) plan, was developed in accordance with Education Law §§3012-c and 3012-d, 8 NYCRR Subpart 30-2 and 8 NYCRR §100.2(o) to enhance professional effectiveness and positively impact our total school environment.

The intent of the APPR is to provide a process which facilitates improvement of instructional practices; encourages work toward personal, professional and District goals; recognizes and promotes professional growth; and focuses efforts on student-centered excellence in teaching and learning.

## **ARTICLE II GENERAL CONDITIONS**

**2.1 Modifications to Negotiated Agreement.** Effective on the date this Agreement is approved and executed by both parties, this Agreement shall supersede any provision of the collective bargaining agreement between the District and the Association pertaining to the observation and evaluation of teachers, except that teachers not covered by Education Law §3012-d shall continue to be evaluated under the terms and conditions of the collective bargaining agreement between the parties.

**2.2** Nothing in this APPR Plan shall abrogate the rights of the District, its Board of Education and Superintendent to:

Identify and implement additional or different criteria for the evaluation of teachers subject to the requirements of Education Law §3012-d, its amendments and implementing rules and regulations;

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;

Apply the requirements of Education Law §3012-d, its amendments and implementing rules and regulations; or

Discontinue this APPR Plan and the provisions of this Agreement should 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. However, the parties understand that certain aspects of the APPR are mandatory subjects of negotiations and must be collectively negotiated by the parties.

**2.3** The inclusion of the APPR Plan elements in this memorandum that are not required subjects of negotiations shall not constitute a waiver of the right of the Superintendent and Board of Education to: (1) decline to negotiate such elements and/or (2) to make unilateral decisions and changes with respect to such elements. The inclusion of such elements in this memorandum is for informational purposes only and any decisions or actions with respect to such elements shall not be subject to the appeal procedures contained within this memorandum.

**2.4 Test Integrity.** The District will ensure that no teacher shall score any examination where the teacher has a vested outcome in the results of that examination (used to determine the teacher's composite rating, or any part thereof). The District will house assessments in a secure location until the time when the assessment will be administered to students.

The Assistant Superintendent for Curriculum and Instruction is responsible for ensuring that all security requirements set forth in the SED Administrative Manuals are strictly followed for NYS Assessments administered in the District. The established protocols for storage, distribution, and

administration of the assessments prohibit the possible dissemination to students before administration of the assessments.

The Assistant Superintendent for Curriculum and Instruction is also responsible for organizing scoring procedures in order to ensure that District scorers are trained to score the assessments and that they have no vested interest in the outcome of the assessments they score and to ensure that students have no knowledge of assessment tasks.

## **ARTICLE III TEACHER EVALUATION**

### **3.1. New York Teaching Standards**

The professional performance review plan for teachers is based on the *New York State Teaching Standards* (see appendix for complete set of *Teaching Standards* and the accompanying performance indicators). These, therefore, are the criteria that will be used to evaluate teachers:

- **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 other relevant information (for example: documented health or nutrition needs, or other student 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; and

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

#### **ARTICLE IV TEACHER EFFECTIVENESS**

4.1 A teacher's annual professional performance review rating shall be based on two subcomponents: student performance and classroom observations. A teacher's overall rating will be based on the following matrix:

	<b>OBSERVATION</b>				
<b>STUDENT PERFORMANCE</b>		Highly Effective (H)	Effective (E)	Developing (D)	Ineffective (I)
	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

#### **4.2. Rubric**

Based on its inclusion of the SED-approved list of rubrics, the Danielson 2011 Framework for Teaching rubric will be used to evaluate classroom teachers. Teachers shall be evaluated annually on the entire rubric.

#### **4.3. Observation Subcomponent**

One half of a teacher's overall rating will be based on observations. Annual goal setting shall not be required for teachers, except where necessary in setting Student Learning Objectives.

For all teachers, at least one observation will be conducted by the lead evaluator (the teacher's principal or other trained evaluator). At least one other observation will be conducted by a trained independent evaluator from a building or location with a different BEDS code.

Each tenured teacher shall have at least one formal observation of at least forty (40) minutes with the opportunity for a pre and post conference and a minimum of one (1) walkthrough.

For probationary teachers there shall be a minimum of two (2) formal observations of at least forty (40) minutes and the opportunity for a pre and post conference and a minimum of one (1) walkthrough.

The first observation shall occur prior to January 1. The final observation shall be conducted not later than April 1. However, additional observations above and beyond the minimum may occur at the request of the teacher or evaluator if the teacher is at risk of an overall observation subcomponent rating of ineffective or developing.

All pre and post observation meetings between the teacher and the evaluator are optional. Either the teacher OR the evaluator may request a pre or post observation meeting and said request will be honored. However, if both parties agree that the meeting would not add to the observation process, it need not take place. If a post observation meeting is requested, it shall be completed within ten (10) school days after the observation, except for special circumstances.

Walkthroughs will be unannounced and there will be no pre or post conferences for walkthroughs. Not later than two (2) school days after a walkthrough, the evaluator will provide written notice to the teacher that a walkthrough occurred with the date and approximate time of the walkthrough. Not later than ten (10) school days after the walkthrough, the evaluator will provide a copy of the completed and scored observation form to the teacher.

For announced formal observations, a pre-observation meeting may occur at which time the teacher will discuss the lesson and Standards One and Two (Knowledge of Students and Student Learning and Knowledge of Content and Instructional Planning.) As part of the overall observation cycle and for the purpose of providing instructional context, the teacher shall provide the evaluator with a basic lesson plan at least twenty four (24) hours prior to the lesson or the pre-observation conference (if one is scheduled). The basic lesson plan will include student learning objectives, the actual NYS learning standards, and a lesson overview with activities and assessments. The lesson plan format, however, may vary by building and teacher.

Following a formal observation a post-observation meeting may occur at which time Standards Three, Four, and Five (Instructional Practice, Learning Environment, and Assessment for Student Learning) will be discussed. The teacher will present evidence of student work and reflections on lesson observed. The evaluator will discuss the lesson observed. The teacher and evaluator will discuss ratings and next steps for professional growth. The evaluator shall provide the teacher with a copy of the completed observation form, regardless of whether a post-observation conference takes place.

At the summative meeting Standards Six and Seven (Professional Responsibilities/ Collaboration and Professional Growth) will be discussed. The teacher and evaluator will discuss ratings and next steps for professional growth.

## A. Scoring of Observations

Evaluators conducting observations will evaluate and score teachers in a holistic manner. Teachers will be evaluated annually on eight (8) components within the Danielson Rubric. Four (4) will be chosen by the evaluator on a building level and four (4) will be chosen by the teacher on an individual level. Components outside of the eight (8) and/or those not observed during the observation cycle shall not be scored. However, the evaluator may discuss any serious performance issues with the teacher outside on the APPR process. Evidence pertaining to each domain or standard may be presented to the evaluator during the observation cycle. Evaluators shall use the jointly developed observation forms based on the approved rubric (**see attachment**).

Teachers shall be evaluated on each standard of the rubric annually. At the conclusion of the school year, evaluators shall score each component observed as follows:

Ineffective	1
Developing	2
Effective	3
Highly Effective	4

The rating for each observed component shall be totaled and averaged. Components not observed by the evaluator shall not be rated and are not included in the average. Each evaluator's rating shall be totaled and divided by the number of observed components to calculate a final average rating for each evaluator. Each evaluator's final average rating shall be weighted as follows: 90% lead evaluator and 10% independent evaluator. The weighted scores shall be added together to reach a final observation rating. The teacher's final observation rating shall be converted to a HEDI rating as follows:

	Minimum	Maximum
<b>H</b>	3.5	4.0
<b>E</b>	2.5	3.49
<b>D</b>	1.5	2.49
<b>I</b>	1*	1.49

\*A teacher who receives an ineffective rating on every indicator will receive a rating of 0.

#### **4.4. Student Performance Subcomponent**

##### **A. Growth Score**

The State will provide growth scores for ELA and Math teachers in grades 4-8.

##### **1. Alternate SLO**

Every ELA and Math teacher in grades 4-8 must have an alternate SLO during the transition period. The alternate SLO target for these teachers shall be District wide measure based on the number of students reaching proficiency (a grade of 65 or higher, or 55 or higher for a student with a disability) on all Regents examinations and the grades 4 and 8 Science assessment. The number of students who are proficient on these examination will be divided by the number of students who took these examination. The teachers' student performance score will be in accordance with the following State chart:

Highly Effective	86% - 100% of students meet SLO target
Effective	76% - 85% of students meet SLO target
Developing	66% - 75% of students meet SLO target
Ineffective	Less than 66% of students meet SLO target

##### **B. Student Learning Objectives**

Teachers who do not receive a State provided growth score will have their student performance subcomponent based on Student Learning Objectives. A Student Learning Objective ("SLO") is an academic growth target of one year of expected growth for a teacher's students that is set at the start of the course. It represents the most important learning for the year (or, semester, where applicable). It must be specific and measurable, based on available prior student learning data, and aligned to Common Core, State, or national standards, as well as any other school and District priorities. All SLOs shall include the following elements: Student population; Learning content; Interval of instructional time; Evidence; Baseline; Target; HEDI criteria; and Rationale.

Any teacher who has a course that includes a state assessment (3-8 Math, 3-8 ELA, 4 and 8 Science, and Regents examinations) must have an SLO that utilizes that assessment.

##### **1. Teachers in grades 8-12 ending in a Regents examination**

Teachers in grades 8-12 with courses that end in a Regents examination will set individual student targets. The number of students who meet their target will be divided by the number of students who took these Regents examinations. The

teacher's student performance score will be in accordance with the following State chart:

Highly Effective	86% - 100% of students meet SLO target
Effective	76% - 85% of students meet SLO target
Developing	66% - 75% of students meet SLO target
Ineffective	Less than 66% of students meet SLO target

2. Teachers in grades K-12 who do not receive a growth score or teach a course that does not have a state assessment

The SLO target for teachers in grades K-12 who do not receive a growth score and who do not teach a course that ends in a Regents examination shall be a District wide measure based on the number of students reaching competency (a grade of 65 or higher, or 55 or higher for a student with a disability) on all Regents examinations and the grades 4 and 8 Science assessment. The number of students who are proficient on these examinations will be divided by the number of students who took these examinations. The teachers' student performance score will be in accordance with the following State chart:

Highly Effective	86% - 100% of students meet SLO target
Effective	76% - 85% of students meet SLO target
Developing	66% - 75% of students meet SLO target
Ineffective	Less than 66% of students meet SLO target

#### **4.5 Professional Development**

Professional development objectives for the teacher will be based on the evaluation, in addition to school and/or District priorities.

#### **4.6 Timely Provision of Feedback**

Evaluators shall score observations at the end of the school year. However, during post observation meetings, the evaluator will review evidence collected from the lesson observed and identify areas of strength, as well as areas for growth. As part of the post observation meeting, teachers are permitted to submit artifacts pertaining to any element of the rubric for consideration by the evaluator. The evaluator shall provide the teacher with a copy of the completed observation form and will discuss steps for professional growth.

Each teacher's final observation and SLO rating must be computed and provided to the teacher or principal in writing no later than the last day of the school year. This deadline may be extended as needed if the State Education Department fails to provide the District with state assessment, Regents examination, or student growth measure scores in a timely manner.



The teacher's final HEDI rating must be completed and provided to each teacher as soon as practicable, but in no case later than September 1 of the school year next following the school year for which the classroom teacher's performance is being measured. This deadline may be extended as needed if the State Education Department fails to provide the District with state assessment, Regents examination, or student growth measure scores in a timely manner.

## **ARTICLE V EVALUATOR TRAINING**

5.1 The Superintendent will ensure that all evaluators have been trained and that all lead evaluators have been trained and certified in accordance with regulation. The District will utilize District Network Team evaluator training and lead evaluator training and certification in accordance with SED procedures and processes. Lead evaluator training will include training on:

- (1) The New York State Teaching Standards, and their related elements and performance indicators and the Leadership Standards and their related functions, as applicable;
- (2) Evidence-based observation techniques that are grounded in research;
- (3) Application and use of the student growth percentile model and the value-added growth model;
- (4) Application and use of the teacher or principal rubric(s), including training on the effective application of such rubrics to observe a teacher or principal's practice;
- (5) Application and use of any assessment tools that the District utilizes to evaluate its classroom teachers or building principals, including but not limited to, structured portfolio reviews; student, parent, teacher and/or community surveys; professional growth goals and school improvement goals, etc.;
- (6) Application and use of any locally selected measures of student achievement used by the District evaluate its teachers or principals;
- (7) Use of the Statewide Instructional Reporting System;
- (8) The scoring methodology including how scores are generated for each subcomponent and the composite effectiveness score and application and use of the scoring ranges prescribed by the Commissioner for the four designated rating categories used for the teacher's or principal's overall rating and their subcomponent ratings; and
- (9) Specific considerations in evaluating teachers and principals of English language learners and students with disabilities.

The Superintendent will ensure that lead evaluators participate in annual training and are re-certified on an annual basis. The District Network Team will be utilized to provide the training and recertification. Any individual who fails to achieve required training or certification or recertification, as applicable, shall not conduct or complete evaluations.

## **ARTICLE VI DATA LINKAGE**

6.1 Working with the Central New York Regional Information Center, the District will provide all of the data elements described by SED. Data will be submitted to the SED through the portal each year. This information includes assessment scores, student enrollment information, and evaluation component score.

The District shall provide accurate data to the State Education Department in a format and timeline prescribed by the Commissioner. The District shall also provide access to teachers so they may verify the student rosters assigned at the beginning of each school year and prior to the administration of State assessments.

The designated Data Coordinator 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 shall be responsible for reporting to the SED the individual subcomponent scores and the total composite effectiveness score for each covered classroom teacher in the District, and shall do so in a format and timeline prescribed by the Commissioner.

## **ARTICLE VII PROCEDURES FOR APPEALING AN ANNUAL PROFESSIONAL PERFORMANCE REVIEW**

7.1 To the extent a teacher wishes to challenge his/her performance review and/or improvement plan (TIP) under the new APPR system; the District has developed an appeals procedure. A teacher who receives an effectiveness composite score rating of “ineffective” may appeal his/her performance review. Ratings of “highly effective,” “effective” or “developing” cannot be appealed.

7.2 This appeals procedure does not diminish the authority of the School Board to terminate probationary teachers during their probationary period. While the APPR shall be a “significant factor” in tenure and other employment decisions, nothing herein requires an appeal be exhausted before a tenure determination can be made. In addition, appeal procedures shall not cause a teacher to acquire tenure when a procedural appeal is pending.

7.3 In accordance with the law, for purposes of disciplinary proceedings under Education Law 3020-a, a “pattern” of ineffective teaching or performance shall be defined as two consecutive annual ineffective ratings received by a teacher through the APPR process.

7.4 In order to implement the requirements of N.Y. Education Law 3012-d, the District and the Association hereby agree as follows:

1. Where and to the extent applicable, the Annual Professional Performance Review of classroom teachers shall be a significant factor for employment decisions and teacher development, and will be subject to any procedures, which may in the future be negotiated by the District and the Association.
2. A unit member holding the position of classroom teacher may appeal only the substance of the Annual Professional Performance Review, the District’s adherence to the standards and methodologies required for such review, and the District’s compliance with its procedures for conducting the Annual Professional Performance Review, or its issuance and/or implementation of the terms of the Teacher Improvement Plan.

7.5 Probationary teachers may only file procedural appeals. Tenured teachers may file procedural or substantive appeals. A procedural appeal will be filed in writing (e-mails or electronic submissions are not acceptable) directly with the Superintendent of Schools within five (5) calendar days of the teacher’s receipt of the final Annual Professional Performance Review or Teacher Improvement Plan, or other act under this section, which is the subject of the appeal, or it is deemed waived. The teacher shall provide a written explanation of the alleged procedural irregularity and the relief requested. The Superintendent of Schools shall issue a written decision within ten (10) calendar days of his receipt of the appeal. The decision of the Superintendent of Schools shall be final and binding.

7.6 Tenured teachers receiving an ineffective rating may file substantive appeals. Non-tenured teachers will have the right to add a response to the annual evaluation, which will be kept in his/her personnel file with the annual evaluation. A teacher may not file multiple appeals regarding the same performance review. All grounds for appealing a particular performance review must be raised within the same appeal. Any grounds not raised at the time the appeal is filed shall be deemed waived.

In addition, tenured teachers who are rated as ineffective on their student performance subcomponent who are rated as highly effective on their observation subcomponent may file an appeal to the Superintendent of Schools. The parties recognize the Superintendent cannot change a state provided growth score.

7.7 Such appeal must be submitted in writing to the Appeals Panel within ten (10) calendar days of the teacher’s receipt of the final Annual Professional Performance Review or Teacher Improvement Plan, or other act under this section, which is the subject of the appeal, or it is deemed waived. The teacher shall submit in writing (emails or electronic submissions are not acceptable) a detailed description of the precise point(s) of disagreement over his/her performance review, along with any and all additional documents that he/she believes are relevant to the resolution of

the appeal to the Superintendent of Schools and the WEA President(s).

7.8 The Appeals Panel shall consist of one (1) individual appointed by the WEA President(s) and two (2) individuals appointed by the Superintendent of Schools. The Appeals Panel shall meet within ten (10) calendar days of receipt of the appeal. The Appeals Panel meeting will begin and end within five (5) calendar days. The written decision of the Appeal Panel shall be issued no later than ten (10) calendar days after the appeal meeting ends and shall be final and binding, and not subject to any further appeal.

7.9 If any procedural or substantive appeal is sustained, the original performance review shall be revised within ten (10) calendar days by the Superintendent of Schools or the Appeals Panel, respectively. The revised performance review shall not be subject to any further appeal. If an appeal is denied, the original performance review and composite score shall remain unchanged.

7.10 The teacher bringing an appeal has the burden of demonstrating a clear legal right to the relief requested and the burden of establishing that there is no substantial evidence upon which to base the District's conclusion. A teacher's failure to comply with any and all provisions of this appeal procedure shall result in denial of the appeal.

7.11 The parties agree that if performance reviews are to be used for supplemental compensation, they will engage in collective negotiations regarding the details of such a plan.  
(1)

## **ARTICLE VIII TEACHER IMPROVEMENT PLANS**

8.1 If a teacher's performance is evaluated as "ineffective" or "developing", the supervisor shall be required to develop a Teacher Improvement Plan (TIP). The teacher may bring a union representative to the TIP meeting. Such Plan will be shared with and implemented within ten (10) calendar days of the start of the school year within which the Plan will be applied. The Plan shall include, but not be limited to, an identification of the areas in need of improvement, a timeline for achieving improvement, suggestions for improvement, support to be provided, and measurable outcomes to be evaluated.

8.2 The procedures outlined above will also be used for any and all appeals of Teacher Improvement Plans that are issued in accordance with the annual professional performance review plan. Appeals related to the issuance of an improvement plan are limited to issues regarding compliance with the requirements prescribed in applicable law and regulations for the issuance of improvement plans, and must be initiated within ten (10) calendar days of the alleged failure of the District to comply with such requirements.

8.3 The forms to be used for a TIP are attached to this APPR.

**ARTICLE IX  
AVAILABILITY OF APPR PLAN**

9.1 The District will make its APPR Plan available to employees and members of the public by placing an electronic copy of the Plan on its website. The District will also provide notice of the availability of its Plan in its District newsletter during each school year.

**ARTICLE X  
MISCELLANEOUS PROVISIONS**

10.1 In the event of a conflict between the provisions contained within this memorandum and those established in Education Law §3012-c and §3012-d, rules promulgated by the Board of Regents, regulations promulgated by the Commissioner of Education or federal statutory or regulatory requirements relating to teacher evaluation or performance, such federal statute and regulations shall govern.

10.2 In the event there is a conflict between the provisions contained within this Agreement and the collective bargaining agreement between the parties, the terms and conditions contained in this Agreement shall supersede and prevail.

10.3 If any provision of this Agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, or would tend to impinge upon or reduce in any way the duties or responsibilities of the Board of Education as defined in Section 1709, 1711, or other sections of the Education Law pertaining to the duties and responsibilities of the Board of Education, then such provision or application shall not be deemed valid or subsisting, except to the extent permitted by law, but all other provisions or applications will continue.

10.4 This Agreement shall be in effect from July 1, 2016, through June 30, 2017. The parties agree that they shall meet in 2017 to discuss and negotiate changes to this APPR Plan. If a final APPR Plan is not mutually agreed to by the parties prior to September 1, 2017, then the terms and conditions contained in this Agreement shall be followed by the parties until a new plan is mutually agreed upon. The parties further agree that this APPR shall be reviewed annually and any mandatory subjects of negotiations shall be collectively negotiated.

**FOR THE DISTRICT:**

\_\_\_\_\_  
Terri Bavis  
Superintendent

\_\_\_\_\_, 2016

**FOR THE ASSOCIATION:**

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Theresa Patchen  
Co-President  
WEA

\_\_\_\_\_, 2016

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Michael Shores  
President  
Board of Education

\_\_\_\_\_, 2016

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Toby Coleman  
Co-President  
WEA

\_\_\_\_\_, 2016

**Waterloo Central School District  
Teacher Improvement Plan**

**Staff Member Name:** \_\_\_\_\_

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

**Staff involved in development of improvement plan:**

<b>Area(s) in Need of Improvement:</b>				
<b>The Problem:</b>				
<b>Performance Goals</b>	<b>Strategies, Activities, and Timetables</b>	<b>Support Structures</b>	<b>Data Collection Method and Sources</b>	<b>Evidence of Progress</b>

