

**SUPPLEMENTAL MEMORANDUM OF AGREEMENT**

**BY AND BETWEEN THE SUPERINTENDENT OF SCHOOLS AND BOARD OF EDUCATION OF THE POUGHKEEPSIE CITY SCHOOL DISTRICT**, hereinafter referred to as "The District" and **THE POUGHKEEPSIE PUBLIC SCHOOLS TEACHERS' ASSOCIATION** hereinafter referred to as "the Association" or "the PPSTA";

WHEREAS, the District and the Association have entered into negotiations in consideration of the implementation of New York State Education Law §3012-d regarding annual professional performance reviews of classroom teachers; and

WHEREAS, the parties shall be subject to the following Overall APPR HEDI Rating matrix under Education Law Section 3012-d, unless such matrix is modified by statute at a future time (in which case this provision shall be superseded by any statutory modification):

<b>Teacher Observations</b>					
<b>Student Performance</b>	<b>HEDI RATING</b>	<b>Highly Effective (H)</b>	<b>Effective (E)</b>	<b>Developing (D)</b>	<b>Ineffective (I)</b>
	<b>Highly Effective (H)</b>	H	H	E	D
	<b>Effective (E)</b>	H	E	E	D
	<b>Developing (D)</b>	E	E	D	I
	<b>Ineffective (I)</b>	D	D	I	I

**NOW, THEREFORE**, the parties mutually agree as follows:

**Ensuring Accurate Teacher and Student Data:**

The District shall provide accurate data to the State Education Department (SED) in a format and timeline prescribed by the Commissioner. The District shall provide a timely opportunity for every covered teacher to verify the subjects and/or student rosters assigned to him/her. Covered teachers shall be afforded the opportunity to verify the final APPR data attributed to them within (10) ten work days before it is sent to SED.

**Student Performance Category:**

The parties have agreed that no optional second negotiated Student Performance Category measure shall be used for the evaluation of classroom teachers under Education Law Section 3012-d.

**Observation Category Rubric:**

The parties mutually agree to use the NYSUT RUBRIC as the rubric for all classroom teachers as defined in Part 30-3.3 of the Regents' Rules for the 2016-17 school year and thereafter.

**Observation Category HEDI Cut Scores:**

For the Teacher Observation Category, the parties agree to the following minimum/maximum cut scores for teachers evaluated hereunder:

	<b>Overall Observation Category Score and Rating</b>	
	<i>Minimum</i>	<i>Maximum</i>
H	3.51	4.0
E	2.51	3.5
D	1.50	2.5
I	0 <sup>1</sup>	1.49

**Process for assignment of points within the Observation Category:**

All observed components within the seven (7) standards of the rubric shall be weighted equally during each observation to arrive at a 1-4 rating for each observation. All observable aspects of pedagogy within the components to be observed shall be appraised annually across the multiple observations conducted throughout the school year.

Each observed component shall be provided with a 1-4 rating during each observation (where 1=ineffective, 2=developing, 3=effective and 4=highly effective), and all observed components shall be averaged to arrive at a 1-4 rating for each observation.

\* If a component is not observed during an observation it will receive a rating of "N/A".

To arrive at an Overall Observation Category Score and Rating, 90% of the Observation Category score shall be based upon the score(s) received during the observation(s) conducted by the teacher's lead evaluator and 10% of the Observation Category score shall be based upon the observation conducted by the independent trained evaluator. If multiple observations are

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<sup>1</sup> In the event that a teacher earns a score of 1 on all rated components of the practice rubric across all observations, a score of 0 will be assigned.

performed by the lead evaluator/other trained administrator, such multiple observation scores shall be averaged together to arrive at the HEDI point value that comprises 90% of the Observation Category score and corresponding HEDI rating.

Peer observation shall not be utilized in the Observation Category.

**Observation/Evaluation Procedures:**

All ratings will be based upon and substantiated by evidence collected during the course of the current school year. Evidence will include, but not be limited to pedagogy directly observed by an administrator, as well as formal (e.g. student referral forms, parent-teacher conference assignment and summary sheets) and informal documentation (e.g. call logs, anecdotal notes) either submitted by the teacher or requested by an administrator. Any form of evidence to be collected by an administrator shall be agreed upon in advance between the evaluator and the teacher. Every effort shall be made for formal and/or informal documentation as described above to be provided to the teacher's lead evaluator by no later than June 1<sup>st</sup> of that school year.

The parties agree that no video recordings shall be utilized in the Observation Category of the APPR.

The following procedures shall apply to the observation of those teachers who are subject to the requirements of 3012-d of the New York State Education Law and Part 30-3 of the Regents' Rules commencing with the 2016-17 school year:

1. For probationary teachers, there shall be two (2) formal announced classroom observations annually, two (2) informal unannounced observations annually. The lead evaluator shall perform the formal announced observations and the unannounced shall be performed by the independent evaluator. The sequence of the observations shall be formal announced, then two informal unannounced and then formal announced. The formal observations shall be preceded by a pre-observation conference held within three (3) school days of the observation and then a post observation conference held within (7) seven school days following the observation. There will also be a summative evaluative meeting with the lead evaluator before June 10<sup>th</sup>, at which time information relevant to the components of Standards 6 and 7 will be discussed through casual conversation.
2. For tenured teachers, there shall be one (1) formal announced classroom observation annually and, two (2) informal unannounced observations annually. The lead evaluator shall perform the formal announced observations and the unannounced shall be performed by the independent evaluator. The sequence of the observations shall be formal announced and then two informal unannounced. The formal observation shall be preceded by a pre-observation conference held within three (3) school days of the

observation and then a post- observation conference held within seven (7) school days following the observation. There will also be a summative evaluative meeting with the lead evaluator before June 10th at which time information relevant to the components of Standards 6 and 7 will be discussed through casual conversation.

3. A tenured teacher whose APPR Rating was last Effective or Highly effective and his/her evaluator may mutually agree to waive the requirement of a pre-observation conference. For tenured teachers, the observation conference form (annexed hereto as Appendix "A") shall only be used by mutual agreement of the parties. Probationary teachers shall be required to submit the observation conference form prior to the pre-observation conference for an announced observation. For unannounced observations, the observation conference form shall be used if mutually agreed upon by the tenured teacher and the evaluator, but the same shall be required to be submitted by a probationary teacher.
4. The length of the announced observation shall begin at the start of a class and be a minimum of one instructional period or a complete instructional activity.
5. In the event that there has been an incomplete observation (e.g. observation was shortened due to an emergency, fire drill other extenuating circumstance) which the teacher has not agreed to waive in writing, the administrator shall conduct a follow-up announced observation within fifteen (15) school days of the above observation specifically for the purpose of reviewing the teacher performance in those areas missed.
6. For announced and unannounced observations, the evaluator shall provide the teacher with a 1-4 rating and a script or summary of observed evidence in each observed component within fifteen (15) school days of the observation, based upon the evidence collected during such observations.
7. During the post-observation conference between the teacher and the administrator who conducted the evaluation, there will be a discussion of areas requiring improvement, indicated by evidence of developing or ineffective performance.
8. In the event that a Teacher's post-observation report or teacher's reflection on the observation show areas needing improvement as defined above, the Administrator shall provide suggestions for improvement within the Administrator's comments based upon the evidence collected.
9. In the event that one or more areas of improvement as defined above are identified in any component based on the findings of the first observation, the evaluator shall meet with the Teacher to discuss expectations for the next observations.

10. A post-observation conference shall be held for probationary teachers and may be held for tenured teachers at either the request of a tenured teacher or the evaluating administrator, within seven (7) school days after the receipt of the written observation report, absent extenuating circumstances.
11. An unannounced observation shall culminate in a post-observation conference for a probationary teacher and may culminate in a post-observation conference for a tenured teacher if requested by either the tenured teacher or the evaluating administrator. Post observation conferences, where applicable, shall be held at a mutually agreed upon time. The evaluating Administrator shall provide a written observation report within fifteen (15) school days after the unannounced observation takes place.
12. An unannounced observation shall be no less than 10 minutes or longer than 20 minutes in length, unless otherwise mutually agreed.
13. Within ten (10) school days after a post-observation conference, the evaluator shall provide a final 1-4 rating for each observed component of the rubric (where 4=Highly Effective, 3=Effective, 2=Developing and 1=Ineffective) and all observed components shall be averaged to arrive at a 1-4 rating for each observation.
14. A Teacher shall be provided an opportunity to respond in writing to any post observation report or the summative evaluation. Any procedural violations of this plan document for a teacher who has received an overall composite rating of “developing” or “ineffective” shall be documented in writing to the lead evaluator by the teacher within ten (10) school days of the teacher’s receipt of the observation rating/summary.
15. All observations must be concluded by June 5<sup>th</sup>, each school year and the principal or other administrator will post the timeline for reviewing and assessing the completed teacher portfolio for Standards 6&7. Time will be given during at least one department, grade level and/or faculty meeting to achieve the objectives of Standard 7.
16. Feedback shall be provided in writing for any unannounced observation where the rating for the same is less than Effective.
17. The timeline for Phase 1 & 2, Standards 1-5, shall exclude District directed test prep days.
18. Nothing herein shall be construed to limit the unfettered right of the District to terminate probationary classroom teachers, subject to applicable laws and regulations,

including during the pendency of an appeal for the performance that is the subject of the appeal.

19. The superintendent and all designated pedagogical administrators must be trained in accordance with the requirements of statute and regulations, must possess appropriate NYS school professional or permanent administrators' certifications, must be trained in the use of the NYSUT Teacher Practice Rubric for the evaluation of teachers and must be NYSUT certified evaluator.
20. Negotiations regarding any of these procedures shall be reopened prospectively after the first year of implementation, in the event that either party feels there is a need therefor.
21. The Observation/Evaluation Forms that have been agreed upon the parties shall be annexed hereto as Appendix A, constituting their 3012-c forms modified by the terms in an email from David Shaw to Jeffrey Benton dated November 7, 2016 at 5:39PM.

## Appeals Process

- A. Any teacher who receives an ineffective or developing rating, or a teacher who receives a Highly Effective rating on the Teacher Observation Measure and an Ineffective on the Student Performance Measure on his/her APPR shall be entitled to appeal their annual APPR rating, based upon a paper submission to the Central Office administrative designee of the Superintendent of Schools, who shall be trained in accordance with the requirements of statute and regulations and also possesses either an SDA or SDL Certification.
- B. The appeal must be brought in writing, specifying the area(s) of concern, but limited to those matters that may be appealed as prescribed in Section 3012-d of the Education Law. Further, a teacher who is placed on a Teacher Improvement Plan ("TIP") shall have a corresponding right to appeal concerns regarding the TIP in accordance with the requirements set forth in Section 3012-d of the Education Law.
- C. An appeal of an evaluation or a TIP must be commenced within fourteen (14) days of the presentation of the document to the teacher or else the right to appeal shall be deemed waived in all regards.
- D. The Superintendent's administrative designee shall respond to the appeal with a written answer granting the appeal and directing further administrative action or deny the appeal. Such decision shall be made within two weeks of the receipt of the appeal. In the event that the teacher is unsatisfied with the result of the appeal, a further appeal may be taken to the Superintendent of Schools within two weeks of receipt of the Superintendent's designee's decision upon the appeal.
- E. The Superintendent shall make his or her decision in writing regarding the further appeal within two weeks of receipt of that appeal. The decision of the Superintendent so long as the decision is made within the timeframe set forth in this paragraph shall be final and binding in all regards and shall not be subject to review at arbitration, before any administrative agency or in any court of law.
- F. Notwithstanding the above, in the event that a tenured teacher has received two or three consecutive ineffective APPR evaluation ratings, the second tier appeal shall be to an arbitrator selected on a rotating basis from the following list, based on order and reasonable timeframe of availability: Howard Edelman, Bonnie Siber-Weinstock and Sheila Cole, who shall make a final and binding decision upon the appeal of the APPR evaluation and/or the teacher improvement plan.. In the event of their unavailability, the parties shall make an alternative mutual selection on an expedited basis. The arbitrator's decision shall be issued within 35 calendar days of the filing of

the appeal for arbitration. The cost of arbitration shall be borne equally by the parties.

- G. Nothing herein shall be construed to limit the unfettered right of the District to terminate a probationary teacher subject only to the provisions of Sections 3012, 3019-a and 3031 of the New York State Education Law.
- H. **Notwithstanding the above, in the event that there is a substantive violation of the observation procedures set forth in this SMOA, an immediate grievance may be filed with the Superintendent of Schools, under the Grievance Article of the current PPSTA Grievance Procedure. If the grievance is not resolved within ten (10) calendar days at that level, an appeal may be brought to the Board of Education or a subcommittee thereof within twenty (20) calendar days of the alleged substantive violation. For probationary teachers the Superintendent's decision shall be final and binding. For tenured teachers, if the matter is not satisfactorily resolved at the Board Level within thirty-five (35) calendar days of the alleged substantive violation, the Association may file for expedited arbitration before Arbitrator Howard Edelman or in the event of his unavailability, Jeffrey Selchick. There shall be three (3) expedited arbitration days when these evaluation appeals may be heard and abbreviated bench rulings issued regarding the validity of the observation, (1<sup>st</sup> week in December, 1<sup>st</sup> week in February and 1<sup>st</sup> week in May. The decision of the Arbitrator shall be final and binding upon all parties. The cost of arbitration shall be borne equally by the Association and the District.**

The Appeals Process set forth above shall be incorporated into the District's APPR Plan Document.

### **Teacher Improvement Plan**

The parties shall incorporate the provisions and form of the Teacher Improvement Plan from their Section 3012-c Education Law APPR Plan Document into their Section 3012-d Education Law Plan. The new T.I.P. provision shall specify that the T.I.P must be prepared by no later than October 1<sup>st</sup> or as soon thereafter as practicable.



The terms contained in this Supplemental Memorandum of Agreement ("SMOA") shall continue in full force and effect until such time as the parties have reached a successor agreement that has been submitted to and approved by the State Education Department. Either party may demand to reopen the terms of this SMOA on or after March 1, 2017.

SO AGREED, this 21st day of November 2016, subject to ratification by the respective constituencies.

THE DISTRICT

THE ASSOCIATION

BY: 

Dr. Nicolé Williams  
Signature of Superintendent

DATE: 1/10/17

BY: 

Mrs. Stephanie Green  
Signature of Teachers Union President (PPSTA)

DATE: 1/10/2017

BY: 

Mrs. Phee Simpson  
Signature of Administrative Union President (PPSAA)

DATE: 1/10/17

BY: 

Mr. Ralph Coates  
Signature of Board of Education President

DATE: 1/10/17

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**BY AND BETWEEN THE SUPERINTENDENT OF SCHOOLS AND THE BOARD OF EDUCATION OF THE POUGHKEEPSIE CITY SCHOOL DISTRICT**, hereinafter referred to as "the District" and **THE POUGHKEEPSIE PUBLIC SCHOOLS TEACHERS' ASSOCIATION**, hereinafter referred to as "the Association";


WHEREAS, the parties agree to modify Paragraph "E" of their Appeals Process pursuant to Education Law Section 3012-d to read as follows, effective upon execution of this Agreement:

"E. The Superintendent shall make his or her decision in writing regarding the further appeal within two weeks of receipt of that appeal. The decision of the Superintendent so long as the decision is made within the timeframe set forth in this paragraph shall be final and binding in all regards and shall not be subject to review at arbitration, before any administrative agency or in any court of law. In the event that the decision is not made within the timeframe set forth in this paragraph, the appeal shall be sustained."

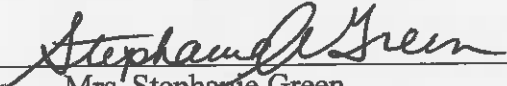
SO AGREED, this \_\_\_\_ day of December, 2016.

THE DISTRICT


THE ASSOCIATION

BY:   
\_\_\_\_\_  
Dr. Nicolé Williams  
Signature of Superintendent

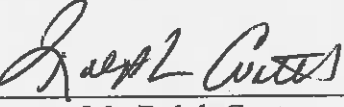
DATE: 1/10/17

BY:   
\_\_\_\_\_  
Mrs. Stephanie Green  
Signature of Teachers Union President (PPSTA)

DATE: 1/10/2017

BY:   
\_\_\_\_\_  
Mrs. Phee Simpson  
Signature of Administrative Union President (PPSAA)

DATE: 1/10/17

BY:   
\_\_\_\_\_  
Mr. Ralph Coates  
Signature of Board of Education President

DATE: 1/10/17