

MEMORANDUM OF AGREEMENT
For a Modified APPR Plan – 3012(d)

Between the Medina Teachers' Association and the Medina Central School District.

WHEREAS, the Medina Teachers' Association (MTA) and the Medina Central School District (District) are parties to a negotiated Annual Professional Performance Review (APPR) plan as required by New York State Education Law 3012(c); and

WHEREAS, the MTA and the District have recently negotiated modifications to the aforementioned APPR plan as required by New York State Education Law 3012(d);

NOW, THEREFORE, IT IS AGREED the existing 3012(c) APPR Plan will modified as such;

1. Two Observations

- a. Announced by school principal/assistant principal = 90% of score
- b. Outside Observer - Unannounced by principal/assistant principal from grade level building closest in age to building being observed in = 10%
 - i. Non-principals/assistant principals will not do observations
 - ii. Outside observer will give a 5 day warning to when observation will happen

2. Overall Rubric

	Minimum	Maximum
Highly Effective	3.5	4.0
Effective	2.5	3.49
Developing	1.5	2.49
Ineffective	0	1.49

3. Danielson will continue to be used

4. Guidelines in contract will continue
5. Appeals and TIP plan will continue
6. Districtwide SLO will be the passing rates on the five required Regents
 - a. Average of % of seniors, enrolled in high school on BEDS day each year, who pass by the end of the same school year

SLO Score Setting			
% of Students Meeting Target	Score	Percent of students meeting Target	Score
0-4%	0	49-54%	11
5-8%	1	55-59%	12
9-12%	2	60-66%	13
13-16%	3	67-74%	14
17-20%	4	75-79%	15
21-24%	5	80-84%	16
25-28%	6	85-89%	17
29-33%	7	90-92%	18
34-38%	8	93-96%	19
39-43%	9	97-100%	20
44-48%	10		

Overall Student Performance Category Score and Rating		
Rating	Minimum	Maximum
Highly Effective	18	20
Effective	15	17
Developing	13	14
Ineffective	0	12

7. Final score

		Teacher Observations			
		Highly Effective	Effective	Developing	Ineffective
Student Performance	Highly Effective	H	H	E	D
	Effective	H	E	E	D
	Developing	E	E	D	I
	Ineffective	D	D	I	I

THAT, this agreement relates solely to the circumstances set forth herein and shall not be cited as precedent in any other administrative or judicial forum by either party.

FOR THE DISTRICT

Jeffrey Evoy, Inc
 Jeffrey Evoy
 Chief School Officer

Date: 6/22/16

FOR THE MTA

Joseph Byrne
 Joseph Byrne
 President MTA

Date: 6/22/16

MCSD/MTA APPR Appeal Procedure

1. All APPR's shall be presented in preliminary form to the classroom teacher at a meeting between the classroom teacher and the Administrator who conducted the APPR on a date selected by the District. At this meeting, all findings relating to the evaluation, including but not limited to any potential procedural or substantive disputes regarding it, shall be reviewed. The classroom teacher may have an MTA representative present at this meeting if he/she chooses. Following this meeting, the Administrator shall submit the final APPR to the classroom teacher.

2. Appeals of Annual Professional Performance Reviews shall be limited to only those which rate a classroom teacher as ineffective or developing based on his/her single composite effectiveness score, subject to the provisions outlined below. Such unit members may challenge only the substance of the individual's Annual Professional Performance Review, the District's adherence to the standards and methodologies required by Education Law §3012-c and Subpart 30-2 of the Rules of the Board of Regents for such Annual Professional Performance Reviews, the District's compliance with negotiated procedures for conducting the Annual Professional Performance Review, or its issuance and/or implementation of the terms of a Teacher Improvement Plan required by Education Law §3012-c. There may be only one appeal submitted in relation to any particular Annual Professional Performance Review or Teacher Improvement Plan. In an appeal of an APPR conducted pursuant to Education Law §3012-c and Subpart 30-2, the classroom teacher has the burden of demonstrating a clear legal right to the relief requested and the burden of establishing the facts upon which such relief is sought.

3. **Appeal to Administrator.** The classroom teacher must submit his/her appeal in writing to the Administrator who conducted the Annual Professional Performance Review or issued the Teacher Improvement Plan. The appeal must be submitted within ten school days of receipt of the Annual Professional Performance Review or issuance of the Teacher Improvement Plan or it is deemed waived. The writing must explain in detail the specific basis for the challenge, and should provide any relevant supporting documentation or other written materials specific to the point(s) of disagreement and relevant to the resolution of the appeal. Within ten school days of receipt of the appeal, the Administrator who conducted the Annual Professional Performance Review or issued the Teacher Improvement Plan shall notify the classroom teacher in writing of his/her

determination. In the absence of a timely determination, the District may not use the Annual Professional Performance Review or Teacher Improvement Plan until such determination is rendered.

4. **Appeal to Superintendent of Schools.** If the classroom teacher received an “ineffective” rating and disagrees with the determination of the Administrator who conducted the Annual Professional Performance Review or issued the Teacher Improvement Plan, the classroom teacher may appeal that decision to the Superintendent of Schools.

The classroom teacher must submit a copy of the his/her appeal, the determination of the Administrator who conducted the Annual Professional Performance Review or issued the Teacher Improvement Plan, and a written statement explaining in detail the basis for disagreement with the determination, with any relevant supporting documentation, to the Superintendent of Schools within ten school days of the date of the Administrator who conducted the Annual Professional Performance Review or issued the Teacher Improvement Plan, or it is deemed waived.

Within ten school days of receipt of the appeal, the Superintendent shall meet with the classroom teacher and his/her union representative to discuss the appeal.

Within ten school days of such meeting, the Superintendent shall submit a written determination on the appeal. Should either fail to adhere to the negotiated timelines the appeal will be waived or sustained to bring finality to the proceedings.

A classroom teacher shall be entitled to representation by the MTA during the course of an appeal to the Superintendent of Schools pursuant to this Section. The District shall maintain a record of all documents and materials submitted by either party during such an appeal, which shall thereafter be available for inspection by the unit member and/or the MTA. The classroom teacher may present any mitigating circumstances that he/she believes relevant during the course of an appeal to the Superintendent (including but not limited to Class Size, Students and Classes Assigned, Student Attendance, Teacher Leave Time/Personal Life, New Initiatives/Requirements, Administrative Support/Relationship and Physical Environment) which shall be considered by the District along with all other information submitted during the appeal. The classroom teacher’s ability to present such information as part of his/her appeal, his/her presentation of any such information, and the District’s consideration of such information shall not be construed to create any legal presumption not otherwise

provided by law nor shall it prejudice the position that the classroom teacher, the MTA or the District may take in any hearing held pursuant to Education Law §3020-a.

If the appeal is sustained, the Superintendent may set aside or modify a rating or improvement plan, and/or direct that a component of the APPR or TIP be repeated.

The decision of the Superintendent shall be final and binding on all the parties.

A classroom teacher who has received three consecutive annual “developing” ratings may also appeal to the Superintendent in accordance with this Section.

5. This appeal procedure shall constitute the sole and exclusive means for initiating, reviewing and resolving any and all challenges and appeals related to an APPR or TIP. A challenge or determination under this section shall be exempt from the grievance and arbitration provisions in the collective negotiations agreement between the Parties, and an Annual Professional Performance Review or Teacher Improvement Plan may not be challenged in any other forum (including but not limited to a court or before the Commissioner of Education).

6. Nothing herein shall in any way restrict or affect the District’s non-reviewable authority to terminate the appointment of or deny tenure to a probationary teacher, or to restrict the District’s discretion in making tenure determinations pursuant to law. Nothing herein shall be construed to alter or diminish the authority of the District to terminate probationary teachers or to deny them tenure during the pendency of an appeal. Any such termination or denial shall not in any way be subject to challenge through the grievance and arbitration provisions of the collective negotiations agreement between the Parties, or in any other forum except for performance.

7. Nothing herein shall be construed to limit the defenses which a classroom teacher may place before a hearing officer in a 3020-a proceeding, for the purpose of challenging an allegation of a pattern of ineffective teaching or performance.

Teacher Improvement Plan

- A. Upon a teacher rating of "Developing" or "Ineffective" through the APPR, the District shall develop and commence implementation of a Teacher Improvement Plan (TIP) for the individual teacher.
- B. The TIP shall be developed in a collaborative manner between the administrator and the staff member involved. The staff member has an option of inviting one other colleague to this planning session (building representative, member of the department or the like). TIP's must be implemented no later than 10 days after the date on which teachers are required to report prior to the opening of classes for the school year.
- C. In accordance with the State Education Department commissioner's regulations, each individual TIP must include at least:
 - 1. Identification of needed areas of improvement;
 - 2. A timeline for achieving improvement. The time limit for achieving improvement shall be up to 12 months;
 - 3. The manner in which improvement will be assessed; and
 - 4. Where appropriate, differentiated activities to support the individual's improvement in those areas. These activities shall not include time outside of the normal workday unless signed off on by said teacher.
- D. The supervisor shall state in the TIP the additional support and assistance that the educator will receive.
- E. It is understood that all evaluations of teachers or members of the pupil personnel staff will be conducted by certified administrators. All administrators will have had training in the evaluation and supervisory process through their graduate coursework, in-service training, or will seek opportunities to stay current in the field by attending workshops presented by recognized experts.
- F. All contractual timelines in the MTA contract and negotiated APPR procedure will be followed.

Medina Central School District Teacher Improvement Plan Template

Name of Teacher: _____

Participants in formulation of this TIP:

Identify the area (s) of improvement identified in the annual evaluation:

1. _____
2. _____
3. _____
4. _____

This plan will begin on: _____

The parties to this agreement will meet on the following dates to review and evaluate the plan and formulate modifications if necessary:

Any changes of modification to the plan must be in writing and will be appended to the document.

Teacher Date

Administrator Date

Union Representative Date