

ASAR ADDENDUM TO AMENDED APPR AGREEMENT

WHEREAS, the parties entered into an Amended APPR Agreement (“the APPR Agreement”) dated November 16, 2011, whereby the parties established and agreed to implement the new APPR for those Principals included in the law (building principals of ELA and Math in Grades 4-8 and all Principals in Transformational Schools for the 2011-2012 school year); and

WHEREAS, the New York State Education Department has advised the parties that it believes that the APPR Agreement is insufficient in some respects; and

WHEREAS, the parties wish to clarify the APPR Agreement in order to address the concerns raised by SED; and

NOW, THEREFORE, in consideration of the mutual undertakings and covenants herein contained, the parties stipulate and agree that the APPR Agreement shall be revised for clarification purposes as follows:

1. As contemplated by the APPR Agreement, the parties have agreed that the ASAR CIA/S Mentor Handbook (Mentor Handbook) and ASAR CIA/S Handbook for the Supervision and Evaluation of Administrators (Evaluation Handbook) are incorporated into the APPR Agreement to the extent that their terms are consistent with the APPR Agreement and Education Law § 3012-c.
2. Annual professional performance reviews conducted pursuant to this shall differentiate Principal effectiveness using a composite effectiveness score. Based upon such composite effectiveness score, a principal shall be rated as Highly Effective, Effective, Developing, or Ineffective. The subcomponents of the composite effectiveness score shall include the scores derived from the State assessments, locally selected measures of student achievement (Local Assessments), and other measures of principal effectiveness (Other Measures).
3. The parties acknowledge that Principals shall receive at least one, and may receive more, observations by a central office administrator designated by the Superintendent, who is also trained as a lead evaluator.
4. Other Measures shall account for 60% of such Principals’ HEDI rating. A Principal shall receive an overall HEDI rating for the Other Measures subcomponent based on the Multidimensional Principal Performance rubric. Principals shall receive points based on their overall HEDI rating on Other Measures according to the following: Highly Effective, 54-60; Effective, 36-53; Developing, 9-35; Ineffective, 0-8. Principals shall receive points equivalent to their score on Other Measures.
5. The terms of Paragraphs 5 through 11 of this Addendum shall apply only to Principals within applicable schools receiving SIG grant funds namely, East High

School (Grades 7-12), Dr. Freddie Thomas High School (Grades 7-12), and the Montessori Academy (Grades K-6), and the Principal of any school selected to receive TIF funding. It is acknowledged that all Principals subject to this Addendum supervise teachers and students in Grades 4-8 ELA and Math.

6. The Local Assessment shall constitute 20% of a Principal’s overall composite score. The Local Assessment for students in Grades 4-8 ELA and Math shall consist of District developed, District-wide Benchmark assessments for each subject/grade level.

Ratings shall be established based upon the following:

Rating Category	Highly Effective	Effective	Developing	Ineffective
Performance Level	Well-Above District Expectations	Meets District Expectations	Below District Expectations	Well Below District Expectations
% Objective	150% or more	100 - 149%	30 - 99%	0 - 30%
Points Awarded	150-159% - 18 160-174% - 19 > 174% - 20	100-104% - 12 105-109% - 13 110-119% - 14 120-134% - 15 135-139% - 16 140-149% - 17	30-35% - 3 35-43% - 4 44-50% - 5 51-58% - 6 59-65% - 7 66-72% - 8 73-79% - 9 80-86% - 10 87-99% - 11	0% - 0 1-10% - 1 10-20% - 2

A Principal’s student cohort will include all students in Grades 4-8 ELA and Math within his or her building. At the beginning of the assessment period, all students in the cohort shall be assessed using the Benchmark examination applicable to their grade/subject. A Principal shall meet his or her Objective if the number of students not meeting expectations is reduced by 20% by the end of the assessment period.

7. For all Principals covered by this Addendum, the growth score on State assessments as provided by the State Education Department, will count as 20% of the overall evaluation.
8. Only Principals receiving a rating of Developing or Ineffective shall have the right to appeal their rating. Such appeal shall be made to the Superintendent upon any written documentation the Principal wishes to present. The lead evaluator shall have the opportunity to submit any written documentation in support of the evaluation. At the Superintendent’s discretion, the Superintendent may interview the lead evaluator and/or the Principal. The Principal shall be entitled to union representation at such interview. The determination of the Superintendent with regard to the evaluation appeal shall be final and such determination shall not be subject to the grievance and

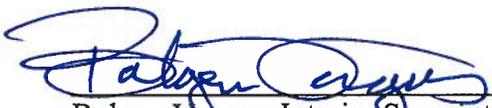
arbitration procedures in the parties' collective bargaining agreement. Principals receiving a rating of Developing or Ineffective shall receive a Principal Improvement Plan as specified in the Mentor Handbook.

11. Nothing in this Addendum shall abrogate the rights of RCSD, its Board of Education and Superintendent of Schools to discontinue the employment of a probationary Principal 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 Principal, and/or to deny tenure in compliance with the Education Law.

GENERAL CONDITIONS

12. In the event of a conflict between the provisions contained within this memorandum and those established in Education Law §3012-c, rules promulgated by the Board of Regents, regulations promulgated by the Commissioner of Education or State, as amended by litigation, statutory or regulatory requirements relating to Principal evaluation, such statutes and/or regulations shall govern.
13. The APPR Agreement, the Mentor Handbook, the Evaluation Handbook, and this Addendum, together with all appendices referenced herein shall represent the full and complete agreement between the parties in conjunction with the APPR for the 2011 – 2012 school year.
14. This memorandum shall take effect as of the date the memorandum is executed. The parties understand that this writing represents the full and complete agreement of both parties and that any and all other written documents have no force and effect unless specifically referenced herein.

FOR THE DISTRICT:



Bolgen Vargas, Interim Superintendent

2/3/2012
Date

FOR THE ASSOCIATION:



Deborah Rider, President 

2-3-2012
Date