



Rochester City School District
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rochester teachers association
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RTA AMENDED ADDENDUM TO AMENDED APPR AGREEMENT

WHEREAS, the parties entered into an Amended APPR Agreement (“the APPR Agreement”) dated December 21, 2011, whereby the parties established and agreed to implement the new APPR for those teachers included in the law (classroom teachers of ELA and Math in Grades 4-8, newly hired teachers and all teachers 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 provided in the APPR Agreement, the parties have agreed that the Teacher Evaluation Guide dated August 18, 2011, and any agreed-upon amendments thereto, (Evaluation Guide) was incorporated into the APPR Agreement to the extent that its terms were consistent with the APPR Agreement and Education Law § 3012-c. The Evaluation Guide and Supplement are attached as Appendix A.
2. Annual professional performance reviews conducted pursuant to this shall differentiate teacher effectiveness using a composite effectiveness score. Based upon such composite effectiveness score, a teacher 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 teacher effectiveness (Other Measures).
3. The parties acknowledge that Teachers shall receive at least one, and may receive more, observations by a trained Administrator.
4. Where Other Measures account for 60% of a teacher’s composite rating, a Teacher shall receive a rating for the Other Measures subcomponent of Highly Effective, if

5. his/her total score on the rubric or rubric plus part is 54-60; Effective, if his/her total score is 36-53; Developing, if his/her score is 9-35; and Ineffective, if his or her score is 8 or lower. Teachers shall receive points equivalent to their score on Other Measures.
6. The terms of Paragraphs 5 through 11 of this Amended Addendum shall apply only to Teachers within applicable schools receiving SIG grant funds namely, East High School, Dr. Freddie Thomas High School, and the Montessori Academy, and to any school selected to receive TIF funds.
7. For teachers of Grades 4-8 ELA and Math, the Local Assessment shall consist of District developed, District-wide Benchmark assessments developed for each grade/subject.

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 Teacher's student cohort will include all students for whom the Teacher is the teacher of record for instruction in Grades 4-8 ELA and/or Math. 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 Teacher 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.

8. For all teachers except for teachers of Grades 4-8 ELA and Math, there shall be no Local Assessment component of the APPR and the Other Measures shall constitute 80% of the teachers' APPR rating, with each domain worth up to 20 points, unless a teacher requests PART for 20 points, in which case each domain shall be worth 15 points.

Where Other Measures account for 80% of the APPR composite rating, HEDI shall be established as follows: Highly Effective - total score on the rubric or rubric plus part of 72-80; Effective - total score of 48-71; Developing - total score of 12-47; and Ineffective - total score is 11 or lower. Teachers shall receive points equivalent to their score on Other Measures.

9. For teachers of Grades 4-8 ELA and Math, the growth score on State assessments will count as 20% of the overall evaluation. For all other teachers subject to this Amended Addendum, the 20% State assessment component of the evaluation shall be based upon school-wide goals as set forth in the following chart:

Rating Category	Highly Effective	Effective	Developing	Ineffective
% Increase in ELA Passing Rates	≥14	9	4	< 4
Points Awarded	14% - 9 > 14% - 10	9-9.99% - 6 10-10.99% - 7 11-13.99% - 8	4-4.99% - 2 5-5.99% - 3 6-6.99% - 4 7-8.99% - 5	0% - 0 1-3.99% - 1

Rating Category	Highly Effective	Effective	Developing	Ineffective
% Increase in Math Passing Rates	9	7	3	< 3
Points Awarded	9% - 9 > 9% - 10	7-7.49% - 6 7.5-7.99% - 7 8-8.99% - 8	3-3.99% - 2 4-4.99% - 3 5-5.99% - 4 6-6.99% - 5	0% - 0 1-2.99% - 1

10. The parties agree to the following appeal procedure for the 2011-2012 school year only.

- i. The Rochester City School District and Rochester Teachers Association agree that the Career in Teaching (CIT) Joint Governing Panel shall oversee the Appeals Process under the new Education Law and Commissioner’s Regulations for APPR ratings.
- ii. A teacher whose Annual Professional Practice Review (APPR) rating is “Developing” or “Ineffective” shall have the right to appeal the substance of the APPR, the District’s adherence to the standards and guidelines of Section 3012(c) of the Education Law, and/or other procedural

deficiencies. Teachers who select evaluation by a Lead Teacher/Peer Reviewer and whose rating is reduced from “Highly Effective” to “Effective” by the Administrator/Lead Evaluator may appeal their rating only with the consent of the Lead Teacher/Peer Reviewer.

- iii. By the latter of June 30th or 15 business days from the receipt of the APPR composite rating, the teacher must submit a written appeal which includes all reasons for appealing his/her rating or challenging the evaluation and all documents and information relevant to the appeal, including but not limited to, the APPR, all observations or other documentation forming the basis of the APPR composite rating, and/or TIP, where applicable; and a detailed written description of the specific areas of disagreement.
- iv. The appeal shall be heard by an Appeals Team, which shall include one member of the CIT Panel appointed by the Superintendent and one member appointed by the RTA President. More than one Appeals Team may be formed. A response to the written appeal is due no more than 30 days after the receipt of the appeal, unless the appeal is submitted for review by a neutral third party, in which case a response is due within 60 days after the receipt of the appeal. The Appeals Team may conduct an interview of the teacher and/or the evaluator and request additional documentation. The teacher shall be provided an opportunity to respond to any additional documentation presented to the Appeals Team. The teacher may have an RTA Faculty Representative at any interview and/or may decline to submit to an interview.
- v. All documentation submitted to the Appeals Team and the record of any interviews conducted shall constitute the record of the Appeal. Following a review of the record, the Appeals Team shall render a written decision affirming, modifying, or rejecting the rating. If the Appeals Team cannot render a decision, the record of the appeal shall be submitted to a neutral third party, who shall be jointly selected by the Superintendent and the RTA President. The third party shall have received evaluator training, but shall not be currently employed by the District, the RTA, or other school district. Within 30 days of receipt of the record, the neutral third party shall issue a written decision affirming, modifying, or rejecting the rating. The time lines set forth above may be extended if the appealing teacher cannot be available, absent significant hardship, during the time for filing or reviewing the appeal and such absence prevents the Appeals Team from exercising its duties. If a teacher is unavailable during the 15 business day period in which to file an appeal, the time to file shall be extended by the number of days of unavailability. All teachers receiving their APPR on or before the 5th business day prior to June 30th must submit an appeal by June 30th.

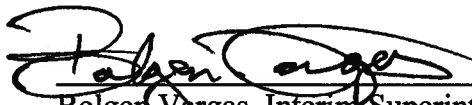
- vi. The determination of the appeal process is final and binding. The grievance and/or arbitration procedures in the parties' collective bargaining agreement shall not be used to appeal or review a teacher's performance review, except that failure to comply with the agreed-upon appeals process is subject to the grievance procedure. The parties agree that they shall work collaboratively to resolve any concerns with the appeals process prior to the filing of a grievance. All grievances filed under this paragraph shall be subject to the following expedited grievance procedure:
- a. The RTA shall have the right to file a single, class grievance pursuant to Section 14.6(h) of the collective bargaining agreement to challenge the District's compliance with the negotiated APPR appeals process.
 - b. Such grievance shall be filed at Stage 2 no later than September 30 and shall identify each teacher who is part of the class. Only teacher specifically identified shall be members of the class, except that, any teacher whose appeal is not completed by September 30 due to unavailability may be added to the class at any time prior to arbitration.
 - c. The District shall hear the Stage 2 grievance no later than October 7 and respond no later than October 15. The District's failure to hear the grievance and/or issue a response within the agreed upon timeframe shall permit the RTA to proceed to the next stage.
 - d. If the RTA is not satisfied with the District's response, it shall file a demand for arbitration within 5 school days of its receipt of the District's Stage 2 decision or October 15, whichever is earlier. There shall be no Stage 3.
 - e. Upon demand for arbitration, the District and RTA shall mutually select an arbitrator to hear the class grievance, who shall be required to hear the grievance no later than December 15.
 - f. Should the District be unable to provide APPR composite ratings to teachers prior to June 30th due to failure of the State to provide scores for the State assessment subcomponent, the RTA shall be required to file a class grievance by January 31st, the District shall hear the grievance no later than February 7 and respond no later than February 15. The RTA must file a demand for arbitration within 5 school days of its receipt of the District's State 2 decision or February 15, whichever is earlier, and the grievance shall be heard no later than March 31st.
- vii. Teachers who receive an "Ineffective" or "Developing" rating shall be required to submit to a TIP. Consistent with APPR regulations, teachers shall have the right to appeal the implementation of such TIP.

- viii. By June 15, the District shall provide to the RTA a list of all teachers rated Ineffective or Developing. The CIT Panel shall develop forms for teachers to appeal their APPR ratings.
11. Nothing in this Amended Addendum shall abrogate the collectively bargained rights of teachers, where applicable, or the rights of the RCSD, its Board of Education and Superintendent of Schools to 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 in compliance with the terms of the collective bargaining agreement.

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 teacher evaluation, such statutes and/or regulations shall govern.
13. The APPR Agreement, the Evaluation Guide, and this Amended 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:



Adam Urbanski, President

2/3/2012
Date