

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is hereby made and entered into this 30th day of December 2011 and revised on 17th day of January 2012 by and between the Syracuse City School District (“SCSD”) and the Syracuse Association of Administrators and Supervisors (“SAAS”). The terms of this agreement will expire on June 30, 2012, although the parties acknowledge that the results of State Assessments may not be available until after June 30, 2012 and therefore the Composite Scores for administrators may not be completed until such information is incorporated.

RECITALS

WHEREAS, the Superintendent of Schools and the SAAS President, with their respective negotiating teams, have met to review the existing evaluation procedures and relevant provisions of the existing negotiated agreement; and

WHEREAS, the purpose of this agreement is to implement the new APPR for all principals in PLA Schools for the 2011-12 school year; and

WHEREAS, the parties have determined that certain existing provisions should be altered from the existing collective bargaining agreement to permit new procedures to be developed and implemented in accordance with Education Law 3012-c and accompanying regulations as amended by litigation; and

WHEREAS, the parties acknowledge that this is pending litigation regarding Education Law 3012-c and accompanying regulations and the parties further agree that, in the event the pending litigation makes changes to the Education Law and/or regulations, the parties agree to bargain the impact of such changes to this document, and;

WHEREAS, the parties subsequently negotiated the Annual Professional Performance Review (APPR) provisions as required in section 3012-c of the Education Law and subpart 30-2 of the Rules of the Board of Regents (the “Rules”) have reached a negotiated agreement to implement the APPR requirements; and

WHEREAS, the parties, by revising the current evaluation system, acknowledge a shared and collaborative responsibility to improve instructional practices, to focus on student achievement, to promote administrator development and collaboration among administrators, and to secure timely feedback for administrators; and

NOW, THEREFORE, in consideration of the mutual undertakings and covenants herein contained, the parties stipulate and agree that: (1) the relevant provisions of the existing Collective Bargaining Agreement (CBA) shall be modified as follows, and that (2) the implementation of APPR shall be as follows;

CONTRACTUAL CHANGES

In no case shall any contractual language that is in conflict with this agreement apply to PLA principals for the 2011-12 school year.

IMPLEMENTATION

1. The information contained with this document, referred to as the SCSD's Annual Professional Performance Review (APPR), was developed in accordance with Education Law §3012-c and Subpart 30-2 of the Rules of the Board of Regents and Section 100.2(0) of the Regulations of the Commissioner of Education, as amended by litigation, to enhance professional effectiveness and to positively impact our school environments.
2. The intent of our Agreement is to facilitate improvement of leadership and teaching practices; support administrator development; and improve student academic performance.
3. This implementation plan will apply for the 2011-12 school year only. The parties are negotiating the APPR for the 2012-13 school year and beyond.
4. As per NYSED regulation, the method for assigning subcomponent points will identify how points will be awarded within four performance levels (HEDI) for the "local measures of student achievement" and the "other measures of effectiveness" subcomponents using the following standards:

Level	Growth	Local assessment growth or achievement	Other (Principal Standards)
Ineffective	Results are well-below state average for similar students (or district goals if no state test).	Results are well-below District or BOCES-adopted expectations for growth or achievement of student learning standards for grade/subject.	Overall performance and results do not meet standards.
Developing	Results are below state average for similar students. (or district goals if no state test).	Results are below District or BOCES-adopted expectations for growth or achievement of student learning standards for grade/subject.	Overall performance and results need improvement in order to meet standards.

Effective	Results meet state average for similar students. (or district goals if no state test).	Results meet District or BOCES-adopted expectations for growth or achievement of student learning standards for grade/subject.	Overall performance and results meet standards.
Highly Effective	Results are well-above state average for similar students. (or district goals if no state test).	Results are well-above District or BOCES - adopted expectations for growth or achievement of student learning standards for grade/subject.	Overall performance and results exceed standards.

5. Composite Scores

Principals – Elementary/Middle Schools (20-20-50-10)					
Performance Level	Student Growth on State Assessments or other Comparable Measures	Locally Selected Measures of Student Achievement	Professional Practice	Improving Teacher effectiveness	Overall Composite Score
Ineffective	0-2	0-2	0-32	0-6.4	0-64
Developing	3-11	3-11	33-37	6.5-7.4	65-74
Effective	12-17	12-17	38-45	7.5-9	75-90
Highly Effective	18-20	18-20	46-50	>9	91-100

Principals – High Schools (20-64-16)					
Performance Level	Student Growth on State Assessments or other Comparable Measures	Locally Selected Measures of Student Achievement	Professional Practice	Improving Teacher effectiveness	Overall Composite Score
Ineffective	0	0-2	0-41	0-10.5	0-64
Developing	0	3-11	42-47	10.6-11.8	65-74
Effective	0	12-17	48-58	11.9-14.4	75-90
Highly Effective	0	18-20	59-64	14.5-16	91-100

A. State Growth Assessments

- 1) For principals of elementary and middle schools, twenty percent of the composite score shall be based upon student growth data on state assessment for grades four through eight ELA and math, as prescribed by the commissioner.
2. For principals of high schools, the following measure of student performance shall count as 20% of the overall evaluation:

Percentage Point Change of Students Passing the English Regent
Any percentage point change of students passing the English Regent in the January and June test administrations of 2012 compared to the January and June test administrations of 2011 (according to the state passing score) will be multiplied by a factor of 1.67 to determine points earned, for a maximum of 5 points.

Percentage Point Change of Students Passing the Integrated Algebra Regent
Any percentage point change of students passing the Integrated Algebra Regent in the January and June test administrations of 2012 compared to the January and June test administrations of 2011 (according to the state passing score) will be multiplied by a factor of 1.67 to determine points earned, for a maximum of 5 points.

Percentage Point Change of Students Promoted from 9th and 10th Grade
Any percentage point change of students in Cohort 2011 promoted from 9 th to 10 th grade compared to the 2010 cohort will be multiplied by a factor of 1.67 to determine points earned, for a maximum of 5 points.

Percentage Point Change of Students Promoted from 10th and 11th Grade
Any percentage point change of students in Cohort 2010 promoted from 10 th to 11 th grade compared to the 2009 cohort will be multiplied by a factor of 1.67 to determine points earned, for a maximum of 5 points.

In the instance the combined English Regent, Integrated Algebra Regent, Students Promoted from 9th to 10th Grade, and Students Passing the 10th and 11th Grade scores end in .5 or higher, the result will be rounded up to the nearest whole point. The subcomponent performance level will be determined by the State scoring bands for locally selected measures of student achievement.

B. Locally Selected Measures of Student Achievement (Elementary and Middle School Principals only)

The parties agree that for the 2011-12 school year only, the locally selected measure of student achievement that will account for 20% of the composite score for

principals of elementary and middle schools will be a school-wide increase of three percentage points in students receiving a score of proficient on the grades four through eight ELA and math state assessments. The New York State School Report Card will be the source for this data. If the New York State School Report Card is not yet available, the student level files for 3-8 ELA and Math that are posted to the district's SED SFTP site will be used as the source.

Percentage Point Change of Students Scoring Proficient or Better in ELA

Any percentage point change of students scoring proficient or better in ELA will be multiplied by a factor of 3.33 to determine points earned, for a maximum of 10 points. This result will be added to the Math score below.

Percentage Point Change of Students Scoring Proficient or Better in Mathematics

Any percentage point change of students scoring proficient or better in Math will be multiplied by a factor of 3.33 to determine points earned, for a maximum of 10 points. This result will be added to the ELA score above.

In the instance the combined ELA and math scores end in .5 or higher, the result will be rounded up to the nearest whole point. The subcomponent performance level will be determined by the State scoring bands.

C. Professional Practice

1. The parties agree to use the Reeves Leadership Performance Matrix approved by the New York State Education Department for the 2011-12 school year, which will represent 50% of the Elementary/Middle Level and 64% of the High School principal's overall evaluation.
2. Principal observations shall be conducted by the Superintendent or Superintendent designee(s) who are trained Lead Evaluators and employed by the District.
3. In order to support continuous professional growth, and in addition to the Reeves Leadership Performance Matrix; these Professional Practice points shall also be based on supervisory visits; annual school improvement/climate surveys and/or 360 surveys; and a review of State and local accountability measures. Data from these sources will serve as the foundation for the Lead Evaluator's application of the Reeves rubric.
4. In addition, the principal's contribution to improving teacher effectiveness will represent 10 points of the Elementary/Middle Level and 16 points of the High School principal's overall evaluation.

Professional Practice Subcomponent Score	Elementary/ Middle Level	High School
Reeves Leadership Performance Matrix	50	64
Improving Teacher Effectiveness – Makes appropriate recommendations regarding tenure for high-performing teachers	10	16

Reeve’s Leadership Performance Matrix

Domain	Elementary/ Middle Level Points	High School Points
Resilience	5	6.4
Personal Behavior and Professional Ethics	5	6.4
Student Achievement	8	10.2
Decision Making	4	5.2
Communication	7	8.9
Faculty Development	6	7.7
Leadership Development	3	3.8
Time/Task/Project Management	4	5.1
Technology	2	2.6
Personal Professional Learning	6	7.7
TOTALS	50	64

**PROCEDURES FOR APPEALING AN ANNUAL
PROFESSIONAL PERFORMANCE REVIEW**

1. Principals receiving a rating of ineffective or developing shall have the right to appeal their rating. Such appeal shall be made to the Superintendent of Schools upon any written documentation the principal wishes to present, no later than five (5) school days following receipt of the final rating notice. Failure to file for a hearing within the five (5) schools days shall be considered as a waiver of this appeal process. 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 SAAS representation at such interview. The determination of the Superintendent with regard to the evaluation appeal shall be final.
2. The grievance and/or arbitration procedures in the negotiated agreement shall not be used to appeal or review a principal's performance review for APPR results conducted in the 2011-12 school year. To the extent that a conflict exists between a negotiated agreement and this procedure, the terms and conditions of this procedure shall prevail and be applied.
3. The parties understand that they will negotiate an appeal process for the 2012-13 and subsequent years.
4. Nothing in this memorandum or in the APPR Plan shall abrogate the rights of the SCSD, its Board of Education and Superintendent of Schools to discontinue the employment of a probationary administrator in accordance with Education Law §§3012 and 3031 of the collective bargaining agreement, as applicable, or restrict or limit the discretion of the Superintendent of Schools or Board of Education in making determination on the status of a probationary administrator, and/or to deny tenure.

PRINCIPAL IMPROVEMENT PLANS (PIPS)

Through an annual professional performance review, a principal receiving a rating as "developing" or "ineffective" will have a Principal Improvement Plan (PIP) 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. The PIP will be jointly developed between the principal and supervisor prior to implementation. The principal is entitled to representation at all meetings pertaining to the development, monitoring and evaluation of his/her performance relative to the PIP.

The PIP will define specific standards-based goals that a principal must make progress toward attaining within a designated period of time. The PIP will include areas that need improvement, a timeline for achieving improvement, the manner in which improvement will be assessed, and differentiated activities to support improvement in these areas and the professional learning activities, directly connected to the areas needing improvement, that the principal must complete.

The principal must produce artifacts that can serve as benchmarks of improvement and as evidence for the final stage of the improvement plan. The plan will clearly state the additional support and assistance that the principal will receive.

Once a Principal Improvement Plan is implemented, it will be reviewed on a quarterly basis with the principal and progress toward the standards-based goals will be documented. At the completion of the timeline for achieving improvement, the principal will meet with the supervisor to review the plan with artifacts and evidence from evaluations in order to provide a final, summative rating for the principal. Once the goal(s) specified with the plan are attained, the plan will be discontinued. If the goals are not met within the timeline for achieving improvement, the plan will be revised

A. The PIP must consist of the following components:

1. Specific Areas for Improvement: Identify specific areas in need of improvement. Develop specific, behaviorally written goals for the principal to accomplish during the period of the PIP.
2. Expected outcomes: Identify specific recommendations for what the principal is expected to do to improve in the identified areas. Delineate specific, realistic and achievable activities for the principal.
3. Resources: Identify specific resources and support systems available to assist the principal to improve performance.
4. Responsibilities: Identify responsible supervisory administrator(s) and steps to be taken by supervisors throughout the PIP.
5. Evidence of Achievement: Identify how progress will be measured and assessed. Specify next steps to be taken based upon whether the principal is successful, partially successful or unsuccessful in efforts to improve performance.
6. Timeline: Provide a specific timeline for implementation of the various components for the PIP for its final completion. Identify dates for preparation of written documentation regarding the completion of the PIP

GENERAL CONDITIONS

1. 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 statute and/or regulations shall govern.

This memorandum shall take effect as of the date approval is completed by both parties and the date the memorandum is executed.

FOR THE DISTRICT:

Sharon L. Contreras
Sharon L. Contreras, Superintendent of Schools

Dated: 1/17/12

FOR THE ASSOCIATION:

Brian Nolan
Brian Nolan, SAAS President

Dated: 1/17/12