

**ANNUAL PROFESSIONAL PERFORMANCE REVIEW AGREEMENT**

**between**

**The Rochester City School District and the Association of Supervisors and Administrators**

**WHEREAS**, the parties entered into an APPR Agreement and addendums (“the APPR Agreement”), whereby the parties established and agreed to implement the Annual Professional Performance Review (“APPR”) for Principals for the 2014 - 2015 school year; and

**WHEREAS**, beginning with the 2012-2013 school year, all building Principals must be evaluated in accordance with Education Law § 3012-c and accompanying regulations; and

**WHEREAS**, the parties wish to incorporate amendments to Education Law § 3012-c and accompanying regulations which went into effect following the negotiation of the above referenced APPR Agreement; and

**NOW, THEREFORE**, in consideration of the mutual undertakings and covenants herein contained, the parties stipulate and agree:

1. Beginning with the 2012-2013 school year, all building principals, as defined by 8 N.Y.C.R.R. § 30-2.2(c), shall be evaluated pursuant to this Agreement.
2. The parties agree 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 this Agreement and Education Law § 3012-c. The parties acknowledge that Principals shall receive at least two observations (identified by a date with written feedback to the Principal within 8 school days for both unannounced and formal observations), and may receive more observations by a central office administrator designated by the Superintendent, who is also trained as a lead evaluator. One observation shall be unannounced and documented with a date and written feedback reviewed with the Principal (face to face) within 8 school days of the unannounced observation. The formal observation will entail a pre-conference (if requested by the Principal) and a post conference. If requested, the pre-conference shall be scheduled prior to the formal observation. The post conference will be scheduled within 8 school days with written feedback following the formal observation. Provisions for a rebuttal will be offered.
  - A. Parties agree that an observation is the physical presence by the evaluator in the building or at a mutually agreed upon school function for a period of time of no less than 30 consecutive minutes, wherein the evaluator is able to observe the Principal’s interactions with faculty, students, and/or parents and provide feedback.
  - B. Parties agree that the District will record observations within its electronic system and provide status reports as to its completion to the ASAR President or designee upon request.

- Annual professional performance reviews conducted pursuant to this Agreement 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 Measures), and other measures of principal effectiveness (Other Measures). Pursuant to Education Law § 3012-c, the composite score bands for each of the effectiveness ratings shall be as follows:

Highly Effective	91-100 points
Effective	75-90 points
Developing	65-74 points
Ineffective	0-64 points

### Other Measures

- The parties agree that Principals shall be evaluated using the Multidimensional Principal Performance Rubric for the Other Measures subcomponent. The assessment of Other Measures on the rubric shall account for 60% of a Principal's HEDI rating. Any document presented by a Principal as performance evidence related to the rubric elements must be reviewed and considered by the evaluator. Such evidence may be attached to the final evaluation by a Principal.
- Each element of the Multidimensional domain shall be rated using the HEDI criteria which shall be converted to a four point scale: Highly Effective = 4 points, Effective = 3 points, Developing = 2 points, and Ineffective = 1 points. The element scores shall be averaged to determine a rubric score which shall be converted to a HEDI rating and points pursuant to the following chart.

Rubric Score	Subcomponent Points
<b>Ineffective</b>	
1.00	0
1.01	1
1.02	2
1.03	3
1.04	4
1.05	5
1.06	6
1.07	7
1.08	8
1.09	9
1.10	10
1.11	11
1.12	12
1.13	13
1.14	14
1.15	15
1.16	16

1.17	17
1.18	18
1.19	19
1.20	20
1.21	21
1.22	22
1.23	23
1.24	24
1.25	25
1.26	26
1.27	27
1.28	28
1.29	29
1.30	30
1.31	31
1.32	32
1.33	33
1.34	34
1.35	35
1.36	36
1.37	37
1.38	38
1.39	39
1.40	40
1.41	41
1.42	42
1.43	43
1.44	44
1.45	45
1.46	46
1.47	47
1.48	48
1.49	49
1.50	50
1.51	51
1.52	52
1.53	53
1.54	54
<b>Developing</b>	
1.55-2.00	55
2.01 -2.50	56
<b>Effective</b>	
2.51-3.00	57
3.01-3.50	58
<b>Highly Effective</b>	
3.51-3.74	59
3.75-4.00	60

**State Growth**

6. State Growth shall account for 20% of a Principal's overall evaluation. The scoring bands for State Growth or Comparable Measures are as follows:

Rating	Scoring Band
Highly Effective	18-20
Effective	9-17
Developing	3-8
Ineffective	0-2

7. For any school within the District for which no state-provided State Growth score is expected, the Principal's State Growth score shall be based upon the approved individual student growth targets set by classroom teachers, using prior academic history as the baseline. HEDI Scores will be assigned based upon the percentage of students meeting their growth targets as set forth in Appendix A.

### Local Measures

8. The Local Measures shall comprise 20% of a Principal's overall evaluation. The scoring bands for Local Measures are as follows:

Rating	Scoring Band
Highly Effective	18-20
Effective	9-17
Developing	3-8
Ineffective	0-2

9. The following assessments shall be used for the Local Measures subcomponent:

Grade/Subject Area	Assessment	Proficiency Band
All grades and subject areas within K-6, 7-8, and K-8 schools	Group goal based upon the New York State 4-8 Math and ELA Assessments	Level 1: Low, Mid, High Level 2: Low, Mid, High Level 3: Low, Mid, High Level 4: Low, Mid, High (Explained in Chart 2)
All grades and subject areas within 7-12 and 9-12 schools.	Group goal based upon the combined score from the New York State Regents Examinations for Algebra I Comprehensive Core, Comprehensive English Language Arts or Common Core ELA, Living Environment, Global History, and United States History and Government	First time test takers Second time test takers Multiple time test takers (Explained in Chart 3)
All grades and subject areas within schools for which no scores are provided for (1)	Group goal based upon locally developed measures	N/A

<p>New York State 4-8 Math and ELA Assessments or (2) New York State Regents Examinations for Algebra I Comprehensive Core, Comprehensive English Language Arts or Common Core ELA, Living Environment, Global History, and United States History and Government</p>		
<p>K – 12 School (School 58)</p>	<p>Group goal based on the growth in scaled score (proficiency) on the NYS 4 – 8 Math and ELA examinations will account for 50% of score. A HEDI rating will be computed for this portion of the score.</p> <p>Group goal based on growth targets (average score) on the New York State Regents Examinations for Algebra I Comprehensive Core, Comprehensive English Language Arts or Common Core ELA, Living Environment, Global History, and United States History and Government will account for 50% of the Principal’s score. A HEDI rating will be computed for this portion of the score.</p> <p>The final HEDI rating will be the average (equal) of the two HEDI ratings assigned.</p>	<p>Level 1: Low, Mid High  Level 2: Low, Mid, High  Level 3: Low, Mid, High  Level 4: Low, Mid, High  (Explained in Chart 2)</p> <p>First time test takers  Second time test takers  Multiple time test takers  (explained in Chart 3)</p> <p>Scores will be averaged equally to determine the final score.</p>

**\*\*Formulas for both the state and local growth scores as negotiated in this APPR agreement (including sub-group weightings) will be presented and discussed by trained lead evaluators to all Principals by September 20, 2015.**

10. For K-6, K-8 and 7-8 schools, the group HEDI score shall be based upon the increase in actual student proficiency in the NYS ELA and Math assessments. An increase in student proficiency shall be defined as a student’s movement from one Proficiency Band to a higher Proficiency Band (i.e. moving from a mid-level 2 to a high-level 2) as compared to a prior assessment. The percent increase in efficiency shall be based upon the total number of students who sat for the

4-8 NYS ELA and/or Math assessment and the number of students who had increased proficiency. HEDI points shall be awarded for each assessment and Proficiency Band based upon the table in Appendix B.

11. For 7-12 and 9-12 schools, the group HEDI score shall be based upon the increase in student proficiency in the five NYS Regents examinations listed in paragraph 8 above. For purposes of this paragraph, an increase in student proficiency shall mean an increase in the average test score for each examination. HEDI points shall be awarded for each assessment and Proficiency Band based upon the table in Appendix B. The final HEDI rating for the school shall be the average HEDI points awarded.
12. The percent increase in efficiency shall be based upon the total student number of students who sat for the assessment and the number of students who had increased proficiency. HEDI points shall be awarded for each assessment and Proficiency Band based upon the table in Appendix B.

### **Improvement Plans**

13. The parties believe that Professional Learning occurs in the spirit of collaboration and strive for a culture of excellence. As learners and contributors, the parties recognize that they are the creators of a District culture where every individual desires to engage in professional learning every day so that every student achieves. To that end, the parties agree that a rating of Ineffective or Developing that was received prior to a Principal having the opportunity to complete an improvement plan, as set forth in this Agreement, may not be used as evidence in any Education Law § 3020-a proceeding.
14. The parties agree that, as required by Education Law § 3012-c, all Principals who receive a composite rating of Ineffective or Developing shall be required to develop a Principal Improvement Plan in collaboration with his/her supervisor, pursuant to the Mentor Handbook. This must be written within the first 10 school days the year. The CIAS panel shall develop the format for the PIP (Principal Improvement Plan) and the due dates for progress monitoring of the PIP.

### **Appeal Procedure**

15. A Principal whose APPR rating is Developing or Ineffective or whose rating on the Local Measures and/or Other Measures subcomponents actually affects eligibility for the TIF incentive shall have the right to appeal the substance of the APPR, the District's adherence to the standards and methodologies required for the review pursuant to Education Law § 3012-c, compliance with the Commissioner's regulations or this Agreement, and/or the issuance or implementation of a Principal improvement plan. An appeal of the issuance of an improvement plan shall not delay the implementation of such plan.

Such appeal shall be made to the Superintendent or his designee within 15 school days of a Principal's receipt of the Composite Score, upon any written documentation the Principal wishes to present. Principals shall submit all data to be considered along with their Appeal. Appeals shall be heard by a three-member panel, with one member selected by the District, one by ASAR, and one mutually selected. A determination of the appeal shall be made within

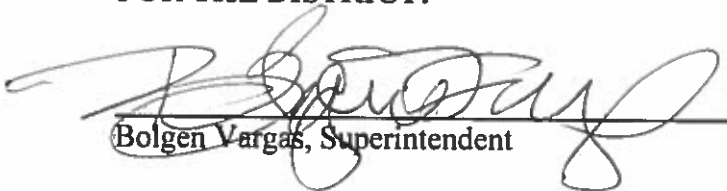
30 school days of its submission to the Superintendent. The parties agree that they shall develop a list of candidates to serve as the third panel member no later than February 1, 2015.

The lead evaluator shall have the opportunity to submit any written documentation in support of the evaluation to the Panel. At the Principal's discretion, the Panel may interview the lead evaluator and/or the Principal, only. The Principal shall be entitled to union representation at such interview. The Panel members may not bring representation. The determination of the Panel with regard to the evaluation appeal will be in writing within 10 school days and shall be final as such determination shall not be subject to the grievance and arbitration procedures in the parties' collective bargaining agreement.

**General Conditions**

16. 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.
17. 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.
18. 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 2014 – 2015 school year and that any and all other written documents have no force and effect unless specifically referenced herein.
19. This Agreement shall be solely for the 2014-2015 school year and shall take effect as of the date the Agreement is executed. The parties understand that this writing represents the full and complete agreement of both parties.

**FOR THE DISTRICT:**

  
\_\_\_\_\_  
Bolgen Vargas, Superintendent

5/13/15  
\_\_\_\_\_  
Date

**FOR THE ASSOCIATION:**

  
\_\_\_\_\_  
Sandra Jordan, President

4-1-15  
\_\_\_\_\_  
Date

## Appendix A

HEDI Points	% Students Meeting Targets
<b>Ineffective</b>	
<b>0</b>	<b>0-20</b>
<b>1</b>	<b>21-30</b>
<b>2</b>	<b>31-40</b>
<b>Developing</b>	
<b>3</b>	<b>41-45</b>
<b>4</b>	<b>46-50</b>
<b>5</b>	<b>51-55</b>
<b>6</b>	<b>56-58</b>
<b>7</b>	<b>59-60</b>
<b>8</b>	<b>61-64</b>
<b>Effective</b>	
<b>9</b>	<b>65-67</b>
<b>10</b>	<b>68-69</b>
<b>11</b>	<b>70-71</b>
<b>12</b>	<b>72-73</b>
<b>13</b>	<b>74-75</b>
<b>14</b>	<b>76-77</b>
<b>15</b>	<b>78-79</b>
<b>16</b>	<b>80-81</b>
<b>17</b>	<b>82-84</b>
<b>Highly Effective</b>	
<b>18</b>	<b>85-90</b>
<b>19</b>	<b>91-95</b>
<b>20</b>	<b>96-100</b>



**Appendix B  
Local Measures**

<b>HEDI Points</b>	<b>% Change</b>
<b>Ineffective</b>	
0	-7.1 or lower
1	-6.1 to -7.0
2	-5.1 to -6.0
<b>Developing</b>	
3	-4.1 to -5.0
4	-3.1 to -4.0
5	-2.1 to -3.0
6	-1.1 to -2.0
7	-0.1 to -1.0
8	0
<b>Effective</b>	
9	0.1 to 0.6
10	0.7 to 1.6
11	1.7 to 2.4
12	2.5 to 2.9
13	3.0 to 3.4
14	3.5 to 3.9
15	4.0 to 4.4
16	4.5 to 4.9
17	
<b>Highly Effective</b>	
18	5.0-5.4
19	5.5-5.9
20	6.0 and greater

Chart 2:  
Explanation of Low / Mid/ High at Each Level

English Language Arts 2013-14 Scaled Scores

	Level 1			Level 2			Level 3			Level 4		
	Low 1	Mid 1	High 1	Low 2	Mid 2	High 2	Low 3	Mid 3	High 3	Low 4	Mid 4	High 4
<i>Grade 3 ELA</i>	148 - 200	201 - 260	261 - 290	291 - 300	301 - 309	310 - 319	320 - 333	334 - 346	347 - 357	358-380	381 - 405	406-423
<i>Grade 4 ELA</i>	139 - 189	190-245	246-286	287 - 298	299- 309	310-319	320-327	328-334	335-342	343-366	367-387	388-412
<i>Grade 5 ELA</i>	116-165	166-226	227-288	289-299	300-309	310-319	320-328	329-339	340 - 345	346-372	373-399	400-425
<i>Grade 6 ELA</i>	112-169	170-244	245-282	283-293	294-305	306-319	320-325	326 -331	332-337	338 - 364	365 - 390	391-412
<i>Grade 7 ELA</i>	103 - 165	166 - 225	226 - 286	287 - 297	298-308	309-317	318-327	328-338	339 - 346	347 - 369	370 - 395	396-413
<i>Grade 8 ELA</i>	100- 160	161-220	221 - 283	284- 294	295-305	306-315	316 - 325	326-334	335-342	343- 369	370- 405	406-417

Mathematics 2013-14 Scaled Scores

	Level 1			Level 2			Level 3			Level 4		
	Low 1	Mid 1	High 1	Low 2	Mid 2	High 2	Low 3	Mid 3	High 3	Low 4	Mid 4	High 4
<i>Grade 3 Math</i>	139 - 187	188 - 234	235-284	285-294	295-300	301-313	314-320	321-330	331-339	340-358	359-377	378-394
<i>Grade 4 Math</i>	126-175	176-231	232-282	283-292	293-300	301-313	314-324	325-331	332-340	341-361	362-382	383-402
<i>Grade 5 Math</i>	126-182	183-245	246-293	294-304	305-309	310-318	319-327	328-335	336-345	346 - 366	367-387	388-406
<i>Grade 6 Math</i>	119-184	185-231	232-283	284-292	293-305	306-317	318-322	323-331	332-339	340-359	360-379	380-399
<i>Grade 7 Math</i>	133-187	188-234	235-292	293-302	303-311	312-321	322-330	331-338	339-347	348-365	366-383	384-401
<i>Grade 8 Math</i>	119-183	184-232	233-286	287-296	297-308	309-321	322-329	330-339	340-348	349-367	368-386	387-403

Proficiency bands are described above for the previous year NYS 3 – 8 Math and ELA examinations. Bands are separated by approximately 1/3 of each level. If the scale of the tests changed year to year, the same mathematical formula would be used to calculate the proficiency bands (in other words, the bands from year to year are not scale-dependent). Each student has a score placed in one of the above proficiency bands for both Math and ELA. The group score is determined by the average growth as demonstrated by increase in a year to year comparison of students on proficiency bands from previous year. A student moving up in the proficiency band on the subsequent years' test would show growth in content and competency. (i.e. A student at a Low Level II in Grade 3 ELA and a Mid Level II in Grade 4 ELA would need to grow sufficiently to learn the Grade 4 content at the higher proficiency level. A student who grew sufficiently in content to remain at the same proficiency level from year to year would not move up on the chart.)

Chart 3:

Illustrious Example of Change of Average Regents Score (1<sup>st</sup> time test takers, 2<sup>nd</sup> time test takers and multiple time test takers).

School Name	Examination	Average Test Score in building 12 - 13	Proficiency Band	Number of Students Represented
High School A	Regents ELA	66.93	1st time test takers	152
High School A	Regents ELA	68.92	2nd time test takers	37
High School A	Regents ELA	59.29	Multiple time test takers	24
High School A	Regents US History&Gov't	68.27	1st time test takers	98
High School A	Regents US History&Gov't	65.03	2nd time test takers	66
High School A	Regents US History&Gov't	63.97	Multiple time test takers	33
High School A	Regents Living Environment	66.62	1st time test takers	155
High School A	Regents Living Environment	63.42	2nd time test takers	67
High School A	Regents Living Environment	59.29	Multiple time test takers	55
High School A	Regents Global History	60.62	1st time test takers	137
High School A	Regents Global History	57.34	2nd time test takers	79
High School A	Regents Global History	62.12	Multiple time test takers	106
High School A	Regents Integrated Algebra	65.39	1st time test takers	121
High School A	Regents Integrated Algebra	65.28	2nd time test takers	134
High School A	Regents Integrated Algebra	63.27	Multiple time test takers	124

The local measure will be calculated based on the change of the Average Regents Score (see above) from year to year. The proficiency bands for this purpose will be 1<sup>st</sup> time test takers, 2<sup>nd</sup> time test takers, and multiple time test takers (student's highest test score will be utilized for this purpose). The group measure will be calculated by the rate of change in average score from year to year as applied to Appendix B. Averages for each proficiency band (as described above) will be averaged. The final average will be utilized to calculate the HEDI Score.