

## SUPPLEMENTAL MEMORANDUM OF AGREEMENT

**BY AND BETWEEN THE SUPERINTENDENT OF SCHOOLS AND BOARD OF EDUCATION OF THE MINISINK VALLEY CENTRAL SCHOOL DISTRICT,** hereinafter referred to as “The District” and **THE MINISINK VALLEY TEACHERS’ ASSOCIATION,** hereinafter referred to as “the Union”:

WHEREAS, the District and the Union have entered into negotiations and mutually selected the Danielson’s Framework for Teaching (2011 Revised Edition) rubric to inform the Local 60% of the composite score as part of the evaluation initiative for the 2013-2014 and 2014-2015 school years in consideration of the implementation of New York State Education Law §3012-c regarding annual professional performance reviews of classroom teachers; and,

WHEREAS, the Local 60% shall be delineated as follows:

1. Domain 1 - Planning and Preparation shall be valued at 20% of the classroom observation score.

Demonstrating Knowledge of Content and Pedagogy  
Demonstrating Knowledge of Students  
Setting Instructional Outcomes  
Demonstrate Knowledge of Resources  
Designing Coherent Instruction  
Designing Student Assessments

2. Domain 2 – Classroom Environment shall be valued at 30% of the classroom observation score.

Creating an Environment of Respect and Rapport  
Establishing a Culture for Learning  
Managing Classroom Procedures  
Managing Student Behavior  
Organizing Physical Space

3. Domain 3 – Instruction shall be valued at 40% of the classroom observation score.

Communicating with Students  
Using Questioning / Prompts and Discussions  
Engaging Students in the Learning  
Using Assessment in Instruction  
Demonstrating Flexibility and Responsiveness

4. Domain 4 – Professional Responsibilities shall be valued at 10% of the classroom observation score.

Reflecting on Teaching  
Maintaining Accurate Records  
Communicating with Families  
Participating in a Professional Community  
Growing and Developing Professionally  
Showing Professionalism

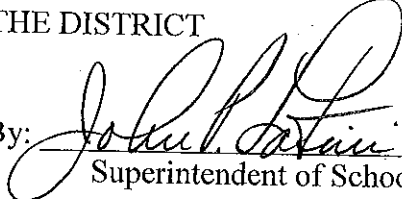
The value of the subdomains shall be as set forth in the attached Danielson's Framework for Teaching (2011 Revised Edition) Conversion Flow Chart as Appendix A.

NOW, THEREFORE, the parties mutually agree to delineate the Local 60% as described herein to be used for the 2013-2014 and 2014-2015 school years and its use shall sunset for all purposes effective June 30, 2015. These provisions shall be incorporated into the District's 2013-2014 and 2014-2015 APPR plan document.

SO AGREED, this 25 day of October, 2013.


THE DISTRICT

By:

  
Superintendent of Schools

THE ASSOCIATION

By:

  
MVT A President

## MEMORANDUM OF AGREEMENT

**BY AND BETWEEN THE SUPERINTENDENT OF SCHOOLS AND BOARD OF EDUCATION OF THE MINISINK VALLEY CENTRAL SCHOOL DISTRICT**, hereinafter referred to as “The District” and **THE MINISINK VALLEY TEACHERS’ ASSOCIATION**, hereinafter referred to as “the MVTA”:

WHEREAS, the District and the MVTA have entered into negotiations and mutually selected a local 20% measure of student achievement for the 2013-2014 and 2014-2015 school years in consideration of the implementation of New York State Education Law §3012-c regarding annual professional performance reviews of classroom teachers and building principals;

NOW, THEREFORE, the parties mutually agree as follows:

- 1) For classroom teachers in grades K-8 the District will use the Renaissance Learning STAR Assessment program to measure student achievement for the local 20% measure of student achievement during the 2013-2014 and 2014-2015 school years. Its use shall sunset effective June 30, 2015, unless otherwise mutually agreed upon by the parties.
  - a. For common branch teachers in grades K-3, the teacher in conjunction with their building/department administrators shall develop Student Learning Objectives “SLO’s” based upon data from the Renaissance Learning STAR Assessment program containing: (1) the population of students in the particular grade; (2) the learning content – Common Core/National or State Standards; (3) the interval of instructional time – year, semester/quarter etc. and the rationale for same; (4) the evidence that will be used to measure student achievement in the particular grade level and the specific assessment used to measure this goal; (5) the baseline that will be used as the starting point or level of the students’ knowledge of the learning content in the particular grade level; (6) the expected outcome or target of the students’ level of knowledge of the learning content at the end of the instructional period; and (7) HEDI scoring for each grade level defining how evaluators will determine what range of student performance will fit within the ratings of “highly effective”, “effective”, “developing” and “ineffective”; and (8) the rationale behind the choices regarding learning content, evidence and target and how they will be used together to prepare students for future growth and development in subsequent grades. See Appendix A attached hereto.
  - b. For common branch teachers in grades 4-8 student achievement shall be measured based upon data from the Renaissance Learning STAR Assessments. The HEDI score received by the teacher will be commensurate with the percentage of students achieving expected student growth as demonstrated by the median SGP assigned to the teacher. The HEDI points received will be set forth in the attached Appendices B or C (20 point scale or a 15 point scale), whichever is applicable, as determined by the New York

State Education Department and/or the Commissioner of the New York State Education Department. See Appendix B and C attached hereto.

- c. For teachers in grades K-8 in courses that do not culminate in State examination the teacher in conjunction with their building/department administrators shall develop SLO's based upon regionally developed exams or locally developed examinations for each subject containing (1) the population of students in the particular course; (2) the learning content – Common Core/National or State Standards that apply to the particular course; (3) the interval of instructional time – year, semester/quarter etc. and the rationale for same for the particular course; (4) the evidence that will be used to measure student achievement in the particular course and the specific assessment used to measure this goal; (5) the baseline that will be used as the starting point or level of the students' knowledge of the learning content in the particular course; (6) the expected outcome or target of the students' level of knowledge of the learning content at the end of the instructional period; and (7) HEDI scoring for each course defining how evaluators will determine what range of student performance will fit within the ratings of "highly effective", "effective", "developing" and "ineffective"; and (8) the rationale behind the choices regarding learning content, evidence and target and how they will be used together to prepare students for future growth and development in subsequent grades, college and career readiness. See Appendix A attached hereto.
  
- d. For teachers in grades 9-12 in which the course taught ends in a state exam such as -- ELA, Math, Social Studies, and Science -- the teacher in conjunction with their building/department administrators shall develop SLO's based upon the state examination for each subject containing (1) the population of students in the particular course; (2) the learning content – Common Core/National or State Standards that apply to the particular course; (3) the interval of instructional time – year, semester/quarter etc. and the rationale for same for the particular course; (4) the evidence that will be used to measure student achievement in the particular course and the specific assessment used to measure this goal; (5) the baseline that will be used as the starting point or level of the students' knowledge of the learning content in the particular course; (6) the expected outcome or target of the students' level of knowledge of the learning content at the end of the instructional period; and (7) HEDI scoring for each course defining how evaluators will determine what range of student performance will fit within the ratings of "highly effective", "effective", "developing" and "ineffective"; and (8) the rationale behind the choices regarding learning content, evidence and target and how they will be used together to prepare students for future growth and development in subsequent grades, college and career readiness. See Appendix A attached hereto.

e. For teachers in grades 9-12 in courses that do not culminate in a State examination the teacher in conjunction with their building/department administrators shall develop SLO's based upon regionally developed exams or locally developed examinations for each subject containing (1) the population of students in the particular course; (2) the learning content – Common Core/National or State Standards that apply to the particular course; (3) the interval of instructional time – year, semester/quarter etc. and the rationale for same for the particular course; (4) the evidence that will be used to measure student achievement in the particular course and the specific assessment used to measure this goal; (5) the baseline that will be used as the starting point or level of the students' knowledge of the learning content in the particular course; (6) the expected outcome or target of the students' level of knowledge of the learning content at the end of the instructional period; and (7) HEDI scoring for each course defining how evaluators will determine what range of student performance will fit within the ratings of "highly effective", "effective", "developing" and "ineffective"; and (8) the rationale behind the choices regarding learning content, evidence and target and how they will be used together to prepare students for future growth and development in subsequent grades, college and career readiness. See Appendix A attached hereto.

- 2) Teachers for whom the number of student scores (n) is less than sixteen (16), the teacher in conjunction with the building/department administrator, will develop an SLO for their local 20% measure. The SLO will be based upon school-wide, group-wide or team-wide data.
- 3) These provisions shall be incorporated into the District's 2013-14 and 2014-2015 APPR Plan Document.

SO AGREED, this 21 day of January, 2014.

THE DISTRICT

By: 

Superintendent of Schools

THE MVTA

By: 

Association Representative

**APPENDIX A**

**LOCAL MEASURE for teachers who do not have State-provided growth or Value-Added measures for Growth Subcomponent (20 point scale)**

<b>% of students demonstrating mastery - SLO Target</b>	<b>Highly Effective</b>	<b>Effective</b>	<b>Developing</b>	<b>Ineffective</b>
0-45				0
46-48				1
49-51				2
52-54			3	
55-56			4	
57-58			5	
59-60			6	
61-62			7	
63-64			8	
65-66		9		
67-68		10		
69-71		11		
72-74		12		
75-77		13		
78-80		14		
81-83		15		
84-86		16		
87-89		17		
90-93	18			
94-96	19			
97-100	20			

**APPENDIX B**

**Local Achievement Measure for grades 4-8 (20 point scale)**

**Based upon data from STAR Assessment**

<b>Median SGP as calculated from STAR</b>	<b>Highly Effective</b>	<b>Effective</b>	<b>Developing</b>	<b>Ineffective</b>
0-10				0
11-14				1
15-20				2
21-23			3	
24-26			4	
27-29			5	
30-32			6	
33-35			7	
36-40			8	
41-42		9		
43-44		10		
45-46		11		
47-48		12		
49-50		13		
51-52		14		
53-54		15		
55-57		16		
58-60		17		
61-70	18			
71-84	19			
85-99	20			

**APPENDIX C**

**Local Achievement Measure for grades 4-8 (15 point scale)  
Based upon data from STAR Assessment**

<b>Median SGP as calculated from STAR</b>	<b>Highly Effective</b>	<b>Effective</b>	<b>Developing</b>	<b>Ineffective</b>
0-10				0
11-15				1
16-20				2
21-24			3	
25-28			4	
29-32			5	
33-36			6	
37-40			7	
41-42		8		
43-44		9		
45-46		10		
47-49		11		
50-55		12		
56-60		13		
61-84	14			
85-99	15			



**SUPPLEMENTAL MEMORANDUM OF AGREEMENT**

**BY AND BETWEEN THE**

**MINISINK VALLEY CENTRAL SCHOOL DISTRICT**

**AND**

**MINISINK VALLEY TEACHERS' ASSOCIATION:**

**REGARDING EDUCATION LAW § 3012-c AND PART 30-2 REGENTS RULES APPR  
COMPLIANCE**

**OBSERVATION PROCEDURES SMOA**

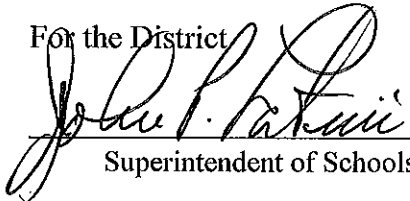
**1. OBSERVATIONS:**

- A. Tenured teachers shall be subject to at least one formal observation and at least one informal observation. Probationary teachers shall be subject to at least two formal observations and at least one informal observation. Post observation conferences for formal evaluations shall take place within fifteen (15) school days of the formal observation.
- B. A tenured teacher receiving an "Unsatisfactory" rating on the initial formal observation may request a second formal observation.
- C. Formal observation shall be on four (4) school days advance notice, unless mutually agreed otherwise by the teacher and the evaluating administrator.
- D. Administration will make all reasonable efforts to perform formal observations by June 1.
- E. Informal observations will be unannounced.

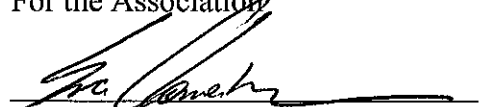
This observation procedure set forth herein will be used for the 2013-2014 and 2014-15 school years and its use shall sunset effective June 30, 2015, unless otherwise mutually agreed upon by the parties. These provisions shall be incorporated into the District's 2013-2014 and 2014-2015 APPR Plan document

So agreed this 20 day of November, 2013

For the District

  
\_\_\_\_\_  
Superintendent of Schools

For the Association

  
\_\_\_\_\_  
MVTA President

**SUPPLEMENTAL MEMORANDUM OF AGREEMENT**

**BY AND BETWEEN THE**

**MINISINK VALLEY CENTRAL SCHOOL DISTRICT**

**AND**

**MINISINK VALLEY TEACHERS ASSOCIATION:**

**REGARDING EDUCATION LAW § 3012-c AND PART 30-2 REGENTS RULES APPR  
COMPLIANCE**

**APPR TEACHER IMPROVEMENT PLAN SMOA**

**1. Teacher Improvement Plan**

A. The Teacher Improvement plan (TIP) for a teacher who is rated ineffective or developing shall be developed and finalized by the Administrator in consultation with the teacher and the Building Representative. The TIP will be comprised of the following elements:

1. The area or areas in need of improvement, drawn from the evaluation criteria of the APPR;
2. The time limit for achieving improvement;
3. A statement of differentiated activities to support improvement that may include: observing other professional educators, modeling by administrators or other educators, in-service training at no cost to the employee, educational conferences and reference to pedagogical writing based upon scientific research, working with mentors and video-tape review; and
4. The manner of assessment of improvement that shall be in the nature of direct observation, review of educational materials (where applicable), review of behaviors (where applicable), attention to educational directives (where applicable), evidence of employment of differentiated instruction (where applicable) and student progress based upon the measure as determined by the state and locally under this APPR (where applicable).
5. These provisions shall sunset for all purposes effective June 30, 2015. These provisions shall be incorporated into the District's 2013-2014 and 2014-2015 APPR Plan document.

SO AGREED, this 20 day of November, 2013.

THE DISTRICT

By:

A handwritten signature in cursive script, appearing to read "John P. ...", written over a horizontal line.

Superintendent of Schools

THE MVTA

By:

A handwritten signature in cursive script, appearing to read "...", written over a horizontal line.

MVTA President

**SUPPLEMENTAL MEMORANDUM OF AGREEMENT**  
**BY AND BETWEEN THE**  
**MINISINK VALLEY CENTRAL SCHOOL DISTRICT**  
**AND**  
**MINISINK VALLEY TEACHERS' ASSOCIATION:**

**REGARDING EDUCATION LAW § 3012-c AND PART 30-2 REGENTS RULES APPR  
COMPLIANCE**

1. Appeals Process:
  - A. A teacher who receives an ineffective rating on their APPR shall be entitled to appeal their annual APPR rating, based upon a paper submission (including email) to the Central Office administrative designee of the Superintendent of Schools, who shall be trained in accordance with the requirements of statute and regulations and also possesses either an SDA or SDL Certification.
  - B. The appeal must be brought in writing, specifying the area(s) of concern, but limited to those matters that may be appealed as prescribed in Section 3012-c of the Education Law. Further, a teacher who is placed on a Teacher Improvement Plan ("TIP") shall have a corresponding right to appeal concerns regarding the TIP in accordance with the requirements set forth in Section 3012-c of the Education Law.
  - C. For a tenured teacher, an appeal of an evaluation or a TIP must be commenced within seven school days of the presentation of the document to the teacher or else the right to appeal shall be deemed waived in all regards.
  - D. For a probationary teacher, an appeal of an evaluation or a TIP must be commenced within ten calendar days of the presentation of the final evaluation or TIP document to the probationary teacher. If the probationer has a planned vacation that would commence within the first ten calendar days of the probationer's receipt of the final evaluation or TIP document, the probationer shall be granted an additional ten

calendar days from the expiration of the original ten calendar days to submit his or her appeal or else the right to appeal shall be deemed waived in all regards.

- E. The Superintendent's administrative designee shall respond to the appeal with a written answer granting the appeal and directing further administrative action or deny the appeal. Such decision shall be made within seven school days of the receipt of the appeal. In the event that the teacher is unsatisfied with the result of the appeal, a further appeal may be taken to the Superintendent of Schools, or if this is a second appeal to the Arbitration Panel listed in G1, within seven school days of receipt of the Superintendent's designee's decision upon the appeal.
- F. The Superintendent shall make his or her decision in writing regarding the further appeal within seven school days of receipt of that appeal. The decision of the Superintendent so long as the decision is made within the timeframe set forth in this paragraph shall be final and binding in all regards and shall not be subject to review at arbitration, before any administrative agency or in any court of law.
- G. 1. Notwithstanding the above, in the event that a tenured teacher has received two consecutive ineffective APPR evaluation ratings, the second tier appeal shall be to an arbitrator selected on a rotating basis from the following list, based on order and reasonable timeframe of availability: Sheila Cole, Louis Patack, Jeffrey Selchick, and Howard Edelman, who shall make a final and binding decision upon the appeal of the APPR evaluation and/or the teacher improvement plan. The documentation to be furnished to the Arbitrator on behalf of the tenured teacher and by the District shall be exchanged between the tenured teacher and the administration on an immediate basis at the time of submission to the Arbitrator. In the event that either party has a question regarding the authenticity of such documentation, the same shall be presented in writing immediately to the arbitrator and copied to the other party for the arbitrator's review and consideration. In the event that the district then proceeds to a probable cause finding under Section 3020-a of the Education Law, and determines to conduct such a hearing, the arbitrator who ruled upon the appeal shall be jointly selected by the teacher and the district to be the Section 3020-a hearing officer.

Notwithstanding the aforementioned language, nothing herein shall be construed as limiting the right of the employee to challenge said evaluation in any proceeding brought pursuant to Education Law §3020-a, so long as the identical issue wasn't resolved in the level 2 appeal. It is expected that the cost of said hearing shall be paid for in accordance with the provision of the Education Law.

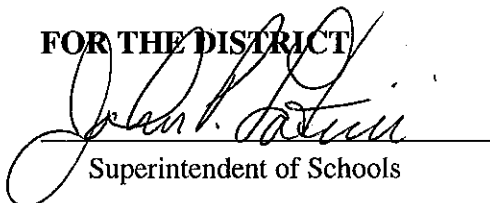
2. In order to take advantage of the procedure outlined in F(1) above, the tenured teacher must consent to the use of the arbitration panel should the district proceed to find probable cause under Section 3020-a of the Education Law. If the tenured teacher is unwilling to do so, the second tier appeal shall be heard by the superintendent.

H. The provisions set forth above, shall neither be construed to alter or affect the rights of probationary teachers pursuant to Section 3031 of the New York State Education Law.

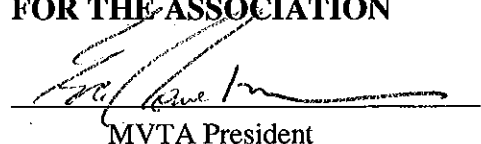
I. This Appeal procedure set forth herein will be used only for the 2013-2014 and 2014-2015 school years and its use shall sunset effective June 30, 2015, unless otherwise mutually agreed upon by the parties to extend beyond the 2014-2015 school year. These provisions shall be incorporated into the District's 2013-2014 and 2014-2015 APPR Plan document.

**SO AGREED THIS 21 DAY OF January, 2014.**

**FOR THE DISTRICT**

  
Superintendent of Schools

**FOR THE ASSOCIATION**

  
MVTA President