

**MEMORANDUM OF AGREEMENT
BETWEEN
THE SYRACUSE CITY SCHOOL DISTRICT
AND
THE SYRACUSE TEACHERS ASSOCIATION**

This Memorandum of Agreement is hereby made and entered into by and between Syracuse City School District (“SCSD”) and The Syracuse Teachers Association (“STA”). The terms of this agreement shall be applicable to all teachers for annual professional performance reviews for the 2022-2023 school year. This agreement will expire on June 30, 2023, although the parties acknowledge that the results of State Assessments may not be available until after June 30, of each year and therefore scores and ratings for teachers may not be completed until such information is incorporated.

RECITALS

WHEREAS, the Superintendent of Schools and the STA have met to review the existing evaluation procedures and relevant provisions of the existing negotiated agreement;

WHEREAS, the purpose of this agreement is to implement a consistent annual professional performance review (APPR) system for the evaluation of all teachers for the 2022-2023 school year;

WHEREAS, the parties have determined that new procedures, beyond the general information included in the existing collective bargaining agreement, should be developed and implemented in alignment with APPR requirements for teachers in Education Law 3012-d, accompanying regulations, and guidance issued by the New York State Education Department;

WHEREAS, the parties have negotiated the 3012-d provisions aligned with section 3012-d of the Education Law and subpart 30-3 of the Rules of the Board of Regents (the “Rules”) and have reached a negotiated agreement to implement 3012-d for teachers; and

WHEREAS, the parties, by developing and implementing these 3012-d procedures for teachers, acknowledge a shared and collaborative responsibility to improve instructional practices, to focus on student achievement, to promote development and collaboration among teacher, and to secure timely feedback for teachers;

NOW, THEREFORE, in consideration of the mutual undertakings and covenants herein contained, the parties stipulate and agree that (1) any conflicting provisions of the existing Collective Bargaining Agreement shall not apply to teachers and (2) the implementation of 3012-d for teachers shall be as follows:

I – CONTRACTUAL CHANGES

In no case shall any contractual language that is in conflict with this agreement apply to teachers for the 2022-2023 school year.

II – USE OF 3012-d IN EMPLOYMENT DECISIONS

The annual professional performance reviews for teachers shall be a significant factor for employment decisions including, but not limited to, promotion, retention, tenure determination, termination, and supplemental compensation, provided that nothing in this agreement shall be construed to affect the unfettered statutory right of SCSD to terminate a probationary teacher for any statutorily and constitutionally permissible reasons. Such performance reviews shall also be a significant factor in teacher development, including but not limited to, coaching, induction support and differentiated professional development.

III – IMPLEMENTATION

- A. The information contained within this document, referred to as the SCSD’s Annual Professional Performance Review (APPR) for teachers, was developed in accordance with Education Law §3012-d and Subpart 30-3 of the Rules of the Board of Regents and Section 100.2(0) of the Regulations of the Commissioner of Education to enhance professional effectiveness and to positively impact our school environments.
- B. The intent of our Agreement is to facilitate improvement of instructional practices; support teacher development; and promote learner-centered schools.
- C. This implementation plan will apply for the 2022-2023 school year only. The parties will reconvene to review and negotiate any desired modifications to the 3012-d, in accordance with law and regulation for the 2023-2024 school year and beyond, by **March 1, 2023**.

IV – OVERALL RATING

Table 1: Summative Overall Rating of Teachers Breakdown

Student Performance	Observation/School Visit	
Mandatory Sub-Comp. ¹	Mandatory Supervisor/Designee	Mandatory Independent
100%	80%	20%

¹ There will be no optional subcomponent measures used to determine measures of student growth.

- A. The above table (Table 1) reflects the breakdown of student performance category and observation/school visit category to be used in determining the Summative Overall Rating of teachers.
- B. The following table (Table 2) will be used to determine the teacher’s final Overall Summative Rating, taking into account the observation/school visit and student performance measure (H = Highly Effective, E = Effective, D = Developing, I = Ineffective).

Table 2: Overall Summative Rating Matrix

Student Performance	Teacher Observation			
	H	E	D	I
H	H	H	E	D
E	H	E	E	D
D	E	E	D	I
I	D	D	I	I

V – STUDENT PERFORMANCE

- A. The State provided growth score and/or required Student Learning Objective (SLO) shall be the measures used to calculate original scores and a rating for this category.
- B. In determining student performance, the cohort of students to be included will be only those students continuously enrolled from BEDS day to the date of the assessment being used and where a previous appropriate baseline growth score for that year can be determined.
- C. The following table (Table 3) HEDI Scoring Bands will be used in determining the student performance category rating.
- D. The District and the Association will meet annually to inform the SLO target setting process. Resulting recommendations from both parties will be provided to the Superintendent for consideration.

Table 3: HEDI Scoring Bands for Performance Category

% of Students Meeting Targets	Scoring Range	Rating
0-4%	0	Ineffective
5-8%	1	
9-12%	2	
13-16%	3	
17-20%	4	
21-24%	5	
25-28%	6	
29-33%	7	
34-38%	8	
39-43%	9	
44-48%	10	
49-54%	11	
55-59%	12	
60-66%	13	Developing
67-74%	14	
75-79%	15	Effective
80-84%	16	
85-89%	17	Highly Effective
90-92%	18	
93-96%	19	
97-100%	20	

VI – TEACHER OBSERVATION/SCHOOL VISIT CATEGORY

Table 4: Observation/School Visit Category

	Observation/ School Visit of Tenured Teachers	Observation/ School Visit of Probationary Teachers
Minimum number of observations	<i>Supervisor: 1 announced Independent Evaluator: 1 unannounced Peer Observer: None</i>	<i>Supervisor: 1 unannounced, 1 announced Independent Evaluator: 1 announced Peer Observer: None</i>
Optional Peer Review	No	No
Observation via video recording	No	No
Duration	In-person observational visits will be the length of the predetermined scheduled class at the secondary level and at least 45 minutes at the elementary level. Virtual observations will be at least 20 minutes.	
Lead Evaluator/ Supervisor	School Principal or Vice Principal/Board Approved Administrative Interns	School Principal or Vice Principal//Board Approved Administrative Interns
Independent Evaluators	District Peer Observers, PAR Consultants or Designee	District Peer Observers, PAR Consultants or Designee

- A. Every effort will be made to complete all observations by June 1 of each school year. Every effort will be made to complete at least one observation by November 1 and one after March 1 of each school year.
- B. Teaching Rubrics
- i. The parties agree to use the Danielson Framework for Teaching rubric approved by the New York State Education Department for all K-12 teachers as required by 3012-d.
 - ii. Rubric domains will be have the following weights:
 - a. Danielson Rubric
 1. Domain 1: Planning and Preparation 15%
 2. Domain 2: Classroom Environment 35%
 3. Domain 3: Instruction 35%
 4. Domain 4: Professional Responsibilities 15%

C. Every effort will be made to ensure that teachers receive feedback that is guidance driven and connected to resources that would assist the teacher’s growth and development, particularly when the teacher receives a rating of ineffective or developing for any one element.

D. Every effort will be made to adhere to the following timeline for conducting observations:

Table 5. Observation Timeline for Teachers

	Pre-Conference	Observation	Share Observation	Post Observation Reflection Conference	Finalize and Close Observation
Observation Event	<ul style="list-style-type: none"> • Pre-conference held at least one school day prior to observation and no more than 10 (ten) school days prior to observation . Pre conference cannot occur on same school day as the observation . 	<ul style="list-style-type: none"> • Frequency and other details defined on subsequent table. • In-person Observation should be a minimum of 40 minutes. • Virtual observation should be a minimum of 20 minutes. 	<ul style="list-style-type: none"> • Written draft of observation shared with teacher or leader within 10 (ten) school days. 	<ul style="list-style-type: none"> • Post observation reflection conference held within 5 school days of receipt of shared observation. Post observation reflection conference cannot be held on same school day of observation. 	<ul style="list-style-type: none"> • Observation finalized within 10 (ten) school days of post observation reflection conference.
Period of Time	Up to 10 (ten) school days prior to observation.	Observation	Within 10 (ten) school days of observation.	Within 5 (five) school days of sharing observation.	Within 10 (ten) school days of post observation.

E. For each observational visit, a selection of the rubric shall be rated by the observer in a holistic manner, selecting the rating language on the rubric which best matches the performance of the teacher for each element. These ratings shall be based on directly

observed actions and a review of related evidence. For each element, the language on the rubric is linked to a number on a four-point scale: Highly Effective = 4 points, Effective = 3 points, Developing = 2 points, and Ineffective = 1 point. The score for each observational visit is determined by averaging the ratings of all of the elements. By the end of the year all 23 elements are to be observed and rated by the lead evaluator at least once.

- F. The entire Annual Professional Performance Review is to be completed and provided to the teacher as soon as practicable but in no case later than September 1 of the following school year for which the teacher's performance is measured.
- G. A score will be calculated for each observation as described in paragraphs B and D above. The final observation scores will be averaged to produce a final summative overall average rubric score. The final overall rubric score shall be the Overall Summative Observation Score from the supervisor as the lead evaluator (weighted at 80% in determining the final Observation Category Rating). The average rating will be produced similarly for the independent evaluation, which will account for 20% of the final Observation Category Rating.
- H. At the final post conference, to be completed by the lead evaluator, any additional natural observed evidence can be presented to the teacher for evaluation.
- I. The following table (Table 6) reflects the Teacher Observation/School Visit Scoring Bands. For the purpose of rounding, scores will be round to the nearest hundredth.

Table 6: Teacher Observation/School Visit Scoring Bands

Rating	Observation/School Visit Scoring Bands
High Effective	3.5 to 4.0
Effective	2.5 to 3.49
Developing	1.5 to 2.49
Ineffective	0 to 1.49

VII – PROCEDURES FOR APPEALING A 3012-d

- 1. Tenured teachers receiving a rating of ineffective and developing shall have the right to appeal their ratings. Additionally, in cases whereby performance-based compensation is involved, and is dependent on the rating, teachers may have the option to appeal for that

purpose. The process will remain timely and expeditious in accordance with Education Law 3012-d.

2. The reasons for appeal shall be those identified in law and regulation as identified and limited to those identified by Education Law as follows:
 - a. In the instance of a teacher rated Ineffective on the Student Performance Category, but rated Highly Effective on the Observation/School Visit Category, based on an anomaly, as determined locally (Subpart 30-3.12 (a) (1) of the Rules of the Board of Regents);
 - b. The school district's adherence to the standards and methodologies required for such reviews;
 - c. The adherence to the Commissioner's regulations, as applicable to such reviews;
 - d. Compliance with any applicable locally negotiated procedures applicable to annual professional performance reviews or improvement plans; and
 - e. The school district's issuance and/or implementation of the terms of the teacher improvement plan.
3. The process for appeal shall be as follows:
 - a. The teacher shall be entitled to a hearing on the reasons for his/her rating if s/he notifies the Superintendent or his/her designee to this effect, in writing, no later than ten (10) school days following receipt of the final rating notice. Failure to file for a hearing within the ten (10) school days shall be considered as a waiver of this appeal process.
 - b. The request for hearing must state the particular provisions of the evaluation and/or process that the teacher believes to be inaccurate. The hearing will be scheduled within ten (10) school days of the request and completed within thirty (30) calendar days thereafter, by a Hearing Panel consisting of three (3) members and comprised of the Superintendent's designee, one individual named by the STA President, and one member mutually agreed upon by the Superintendent and the STA President who comes from the ranks of the Independent Evaluators (Peer Observers) or PAR Consultants. In the event that the parties cannot agree on a third panel member, the Lead Independent Evaluator and the Lead PAR Consultant will serve on a rotating basis for every other appeal case. A panel member may not have been involved in the evaluation process of the teacher who is appealing. Any extension beyond the thirty (30) day limitations shall be by mutual agreement of the Superintendent and the President of STA, as long as the hearing remains timely and expeditious.
 - c. The hearing shall consist of all documents comprising the evaluation and any rebuttal documents. The panel and/or the teacher may request testimony from the teacher and/or evaluator(s). The hearing shall be closed to the public. The panel shall make its recommendation within five (5) school days of the conclusion of the hearing. In the event that the Hearing Panel does not come to a mutual recommendation, separate recommendations may be made to the Superintendent. The Superintendent must consider the panel's advisory recommendation and the Superintendent's final decision shall be binding on the parties.

4. The grievance and/or arbitration procedures in the negotiated agreement shall not be used to appeal or review a teacher's 3012-d results for performance reviews conducted in the respective 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.

VIII – TEACHER IMPROVEMENT PLANS

1. Through an annual professional performance review, a teacher receiving a rating as “developing” or “ineffective” will have a Teacher Improvement Plan implemented no later than October 1, the school year following the performance year. The Teacher Improvement Plan will be jointly developed between the teacher and his or her principal prior to implementation. The teacher is entitled to representation at all meetings pertaining to the development, monitoring and evaluation of his/her performance relative to the Teacher Improvement Plan.
 - a. Probationary teachers who have had at least 2 (two) observations completed by a supervisor and/or independent evaluator, and whereby it is determined that the teacher's performance requires significant improvement, following the District Assistance Plan template, a plan can be developed, as determined by the principal, following the process defined below to ensure support of that teacher. An Assistance Plan developed under these circumstances must be developed no later than January 30 of the respective year. The review of the developed assistance plan, under these circumstances, will be reviewed at least 2 (two) times prior to May 1 of the respective year, with the teacher and progress toward the standards-based goals.
 - b. An appeal of an Assistance Plan must be filed within ten (10) school days of issuance of such plan. An appeal of the implementation of an assistance plan shall be within ten (10) school days of the failure of the district to implement any component of the plan.
2. The Teacher Improvement Plan will define specific standards-based goals that a teacher must make progress toward attaining within a designated period of time. The Teacher Improvement Plan 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 teacher must complete. The teacher 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 teacher will receive from the District.

3. Once a Teacher Improvement Plan is implemented, it will be reviewed on a quarterly basis with the teacher and progress toward the standards-based goals will be documented. At the completion of the timeline for achieving improvement, the teacher will meet with his or her principal to review the plan with artifacts and evidence from evaluations in order to provide a final, summative rating and summary statement. 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.
4. An appeal of a Teacher Improvement Plan must be filed within ten (10) school days of issuance of such plan. An appeal of the implementation of a Teacher Improvement Plan shall be within ten (10) school days of the failure of the district to implement any component of the plan.

The Teacher Improvement Plan 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 teacher to accomplish during the period of the Teacher Improvement Plan.
2. **Expected outcomes:** Identify specific recommendations for what the teacher is expected to do to improve in the identified areas. Delineate specific, realistic and achievable activities for the teacher.
3. **Resources:** Identify specific resources and support systems available to assist the teacher to improve performance, including those to be provided by the District.
4. **Responsibilities:** Identify responsible supervisor(s) and steps to be taken by supervisor(s) and the teacher throughout the Teacher Improvement Plan.
5. **Evidence of Achievement:** Identify how progress will be measured and assessed. Specify next steps to be taken based upon whether the teacher 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 Teacher Improvement Plan for its final completion. Identify dates for preparation of written documentation regarding the completion of the Teacher Improvement Plan.

IX – GENERAL CONDITIONS

1. In the event of a conflict between the provisions contained within this memorandum and those established in Education Law §3012-d, rules promulgated by the Board of Regents, regulations promulgated by the

Commissioner of Education or State, or statutory or regulatory requirements relating to teacher evaluation, such statute and/or regulations shall govern.

2. Nothing in this memorandum or in the 3012-d Plan shall abrogate the rights of the SCSD, its Board of Education and Superintendent of Schools to discontinue the employment of a probationary teacher in accordance with Education Law §3012-d and §3031, 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 teacher, and/or to deny tenure. Additionally, a supervisor may, at any time during the school year, place a teacher on an assistance plan if the supervisor believes that such plan will improve the performance of the teacher.

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

FOR THE DISTRICT:

Jaime Alicea
Jaime Alicea, Superintendent of Schools

Dated: 6/22/22

FOR THE ASSOCIATION:

Nicole Capsello
Nicole Capsello, STA President

Dated: 6/22/22

