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Contract Database Metadata Elements

Title: **Port Byron Central School District and Port Byron Administrators Association (2013) (MOA)**

Employer Name: **Port Byron Central School District**

Union: **Port Byron Administrators Association**

Local:

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Agreement Between the
Port Byron Administrators' Association

and the

Port Byron Central School District

July 1, 2013 - June 30, 2016

4
employees

ARTICLE 1 - RECOGNITION

The Board of Education recognizes the Port Byron Administrators' Association for purposes of collective negotiations pursuant to the Public Employee's Fair Employment Act and agrees to negotiate with said Association as the exclusive representative of the following positions:

Principal (s)
Assistant Principal (s)

ARTICLE 2 - DEFINITIONS

1. The word "Association" as used in this Agreement shall mean the Port Byron Administrators' Association.
2. The word "Board" as used in this Agreement shall mean the Board of Education of the Port Byron Central School District of Port Byron, New York.
3. The words "terms and conditions of employment" as used in this Agreement are defined as in Section 201 of the New York Public Employees' Fair Employment Act.
4. Administrators: Principals and Assistant Principal.
5. Strike: Any strike or other concerted stoppage of work or slowdown by public employees.
6. Parties: The Board and the Association.

ARTICLE 3 - SAVINGS PROVISIONS

If any provision of this Agreement or any application of this Agreement shall be found contrary to law, then such provision or application shall be deemed invalid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

ARTICLE 4 - NEGOTIATION PROCEDURES

The parties accordingly agree to cooperate in arranging future meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any matters pertaining to the contract.

No later than March 1st of the final year of the present agreement, the parties will enter into good-faith negotiations over a successor Agreement covering the following school year.

ARTICLE 5 – WORK YEAR

Principals covered under this contract shall work a twelve (12) month work year, beginning on July 1st and ending on June 30th of each year. Assistant principals will work 213 day schedule each fiscal year. These members will follow the teacher's calendar plus additional days to fulfill contractual requirements to reach 213 days. The assistant principals will submit to the Superintendent for his or her approval on June 1st a calendar of days for the following year.

ARTICLE 6 – VACATION

Principals covered under this contract shall be granted twenty (20) paid vacation days per year on July 1st of each year. At the conclusion of the third year of service a member will be entitled to twenty-two (22) paid vacation days per year. During the first three years of employment and eligible unit member may carry over twenty (20) unused vacation days per year to a maximum of forty (40) vacation days. Principals covered under this contract may not cash out unused vacation days upon leaving the district unless one full year of employment has been completed.

ARTICLE 7 - LEGAL HOLIDAYS

Principals covered under this agreement shall be entitled to fourteen (14) paid legal holidays.

ARTICLE 8 – RIGHT TO STRIKE

The Association agrees and affirms that it does not have and will not assert the right to strike against the District, to assist or participate in any such strike or to impose upon its members an obligation to conduct, condone, assist or participate in such a strike.

ARTICLE 9 – LEAVE, PERSONAL

Four (4) personal leave days per contract year may be requested by the unit member with the prior approval of the Superintendent of Schools. Additional emergency leave days, to be charged against sick leave, may be granted by the Superintendent of Schools. Unused personal leave days will be allowed to accumulate at the rate of up to four (4) days per year to be credited as accumulated sick leave.

ARTICLE 10 – LEAVE, DEATH IN THE FAMILY

Each member of this bargaining unit will be entitled to four (4) days of paid absence due to a death in a unit member's immediate family. In case of extenuating circumstances, the Superintendent of Schools may grant additional days of paid absence. Immediate family is defined as: spouse, mother, father, children, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, and grandparents. Request for paid absence due to death of other than family may be referred to the Superintendent of Schools for his action. Such leave will be deducted from the member's accumulated sick leave and/or personal leave. These days are not cumulative.

ARTICLE 11 – LEAVE, JURY DUTY

If a unit member serves on jury duty, the Board will grant the leave with pay as per contract salary and the unit member shall reimburse the District in the amount equal to the jury duty compensation received. If daily jury duty is completed prior to the closing of the school day, the unit member will return to his/her job until the close of the normal school day. Jury duty leave is not to be deducted as sick leave or personal days.

ARTICLE 12 – ILLNESS LEAVE

Administrators covered under this contract will be entitled to sixteen (16) days of sick leave annually.

Sick leave is defined as:

- a. Inability to work because of personal sickness or injury.
- b. Use of sick leave for serious illness in the immediate family. Immediate family is defined as spouse, mother, father, children brothers, and sisters and any family member living in the household.
- c. Sick leave for serious illness in the immediate family is limited to sixteen (16) days per fiscal year. Additional days can only be acquired with written approval from the superintendent or his or her designee.

ARTICLE 13 – HEALTH INSURANCE

- a. The District will provide 90% for individual and 80% for family health care coverage for which the employee qualifies. This will be continued into retirement. For employees entering employment after 8/1/06 and at the conclusion of ten years of employment, employees shall be provided the same health insurance in retirement as they had in their final year of employment. Members of the PBAA previously employed as teachers in the PBCSD shall have their years of services as a teacher in the PBCSD counted towards the ten years requirement. These benefits will be provided for the employee and/or family for life – a letter to this effect guaranteeing and defining these benefits consistent with the provisions of this contract will be furnished to each employee upon request.. Should the employee become disabled and be approved for NYSTRS disability retirement the 10 year employment requirement will be waived.
- b. The District will provide full dental coverage (family or individual) for which the employee qualifies at 100%. This same policy coverage, at the retired employee's option, may be continued in retirement at the expense of the employee.
- c. Beginning 7/1/06 the District shall have the right to select the health insurance carrier as long as the schedule of benefits is equal to or better than the benefits contained in the health insurance program in effect as of June 30, 2006. If the District decides to select an alternative insurance carrier advance notice will be given to current and retired

Association members at least two (2) weeks prior to implementation of the decision. It is additionally understood that any changes in carrier consistent with the provisions of this selection shall provide benefits to current and retired employees covered by this contract and their families regardless of place of residence.

D. The district will not make payment or provide reimbursement for Medicare Part B for any member who retires from the district and who is recognized as retired by TRS after June 30, 2014.

ARTICLE 14 – MILEAGE REIMBURSEMENT

Association members shall be reimbursed for mileage incurred on district business at the federal rate per mile when the district car is not available. Other related travel expenses incurred shall be paid upon the Superintendent's approval.

ARTICLE 15 – UNUSED VACATION DAYS UPON RETIREMENT OR TERMINATION

Any unit member severing employment with the district will receive payment for all accumulated earned unused vacation days to a maximum of forty (40) days. Payment for each unused vacation day will be divided by 1/240 of the employee's annual salary. The retiring or terminating unit member may elect to have this payment made in their final paycheck or other mutually agreed-upon arrangement. Vacation is determined on a prorated basis for any time remaining in the fiscal year of the separation from the district.

ARTICLE 16 – PROFESSIONAL ORGANIZATIONS

The District will, upon the presentation of a requisition approved by the Superintendent, pay for each Administrator in the unit for membership dues of two professional organizations such as ASCD, NAESP, NASSP, and SAANYS.

ARTICLE 17 – PROFESSIONAL DEVELOPMENT

The District will pay for professional development activities each school year upon the approval by the Superintendent of a three-year Professional Development Plan developed by all administrators. The Professional Development Plan should be based on the needs of the school district and not meant to obtain employment elsewhere. Approval by the superintendent must be obtained before registering for any class or seminar.

ARTICLE 18 – WAGES

- a. Wages for the 2013-14 fiscal year will increase by 2% over the previous fiscal year (which is identified as the base wage below). This will be accredited for any member who was employed in the previous fiscal year.
- b. Wages for the 2014-2015 fiscal year will increase by 2% over the previous fiscal year.
- c. Wages for the 2015-2016 fiscal year will increase by 2% over the previous fiscal year.

Base Wages for Unit Members*

Mitchell Toleson	\$91,581
James Woods	\$87,000
Julie Podolak	\$74,500,
Michael Anderson	\$70,000

* Base salary includes any adjustments for responsibility changes or loss of benefits from previous contracts

c. The parties agree that effective July 1, 2009 the District will pay and distribute paychecks twice in each and every month but no later than the 15th or the 30th of each month.

ARTICLE 19 - PERFORMANCE REVIEW

The district and unit are committed to follow the laws and regulations of the APPR (section 3012-c of Education Law. A separate agreement identifying the rights and responsibilities of unit members and the district has been executed for the evaluation of principals. The evaluation of assistant principals shall be the completed by the superintendent or his designee. The evaluation shall be completed by August 1st following the school year of the professional year under review.

ARTICLE 20 - GRIEVANCE PROCEDURES

a. A grievance is a claim by an employee that there has been a violation of any provision of this agreement.

b. The aggrieved employee will first take the matter up informally or verbally with the Superintendent. The aggrieved employee may be accompanied by a representative of his choice. Such informal contact must be made within fifteen (15) school days of the event or occurrence giving rise to the claimed grievance. If the informal contact is not made within fifteen (15) school days of the event or occurrence giving rise to the claimed grievance, the right to pursue the grievance is waived.

c. If the grievance is not resolved informally within five (5) days, it is to be reduced to writing and resubmitted to the Superintendent.

ARTICLE 21 - PAYROLL DEDUCTION

Tax sheltered annuity, income protection plan, savings bonds, etc. are available by means of payroll deduction. Administrators may also participate in the district flex plan.

ARTICLE 22 - LONGEVITY

- a. In the fifth year of administrative service to the Port Byron Central School District a \$750 longevity increment to the employees' base salary will be made. In the tenth year of administrative service to Port Byron Central School District a \$1250 longevity increment to the employees' base salary will be made. In the fifteenth year of administrative service to the Port Byron Central School District a \$1750 longevity increment to the employees' base salary will be made.

ARTICLE 23 – TSA PAYMENT

In the first year of this contract a payment of \$2,000 spread out over the year will be paid into a Tax Sheltered Annuity. The employee will need to submit the proper paperwork to set up the TSA account if presently none exists. This payment will be annual during the term of this contract.

ARTICLE 24 – DURATION OF AGREEMENT

This agreement shall be in effect as of _____ and shall continue in effect through _____. The Board of Education and the Association agree that all negotiable items have been discussed during the negotiations leading to this Agreement and no additional negotiations will be conducted on any item, whether contained herein or not. Items contained herein can be re-negotiated for any succeeding contract.

It is agreed by and between the parties that any provision in this Agreement requiring legislative action to permit its implementation by amendment or law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

Signed this _____ day of _____, 200__.

By: _____ <i>Mitchell C. Tolson</i> President, Port Byron Administrators' Assoc.	_____ <i>4/25/13</i> Date
By: _____ <i>M. B.</i> Superintendent, Port Byron CSD	_____ <i>7/1/13</i> Date
By: _____ <i>Ken M. Ollie</i> President, Board of Education	_____ <i>7/1/13</i> Date

Port Byron Central School District
Resolution for Certification of Lead Evaluators
Of Administrators

Approve lead evaluators for APPR as per the following resolution:

BE IT RESOLVED THAT Neil O'Brien is hereby certified as Qualified Lead Evaluator of administrators having successfully completed the following training requirements prescribed in 8 NYCRR §30-2.9 (b):

- (1) The New York State Teaching Standards, and their related elements and performance indicators/the Leadership Standards and their related functions;
- (2) Evidence-based observation techniques that are grounded in research;
- (3) Application and use of the student growth percentile model and the value-added growth model as defined in 8 NYCRR §30-2.2;
- (4) Application and use of the State-approved rubrics selected by the Port Byron Central School District for use in the evaluation of administrators, including training on the effective application of such rubric to observe a teacher's practice;
- (5) Application and use of the assessment tools that the Port Byron Central School District utilizes to evaluate its administrators, including, but not limited to school improvement goals;
- (6) Application and use of the State-approved locally selected measures of student achievement used by the Port Byron Central School District to evaluate its administrators;
- (7) The scoring methodology utilized by the Department and the Port Byron Central School District to evaluate an administrator under 8 NYCRR §30-2, including:
 - (a) How scores are generated for each subcomponent and the composite effectiveness score of building administrators, and

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is made and entered into this ____ day of _____, 2012, by and between **PORT BYRON CENTRAL SCHOOL DISTRICT (“DISTRICT”)** AND **THE PORT BYRON ADMINISTRATORS’ ASSOCIATION (“PBAA”)**.

RECITALS:

WHEREAS, the Superintendent of Schools and the Port Byron Administrators’ Association have met to conduct collective negotiations for a new Annual Professional Performance Review (APPR) Plan as required in section 3012-c of the Education Law and the Rules of the Board of Regents as contained within 8 NYCRR ¶30-2; and

WHEREAS, the parties subsequently conducted negotiations concerning the APPR Plan requirements contained in section 3012-c of the Education Law and the Rules of the Board of Regents as contained within 8 NYCRR ¶30-2, and have reached a negotiated agreement to implement the APPR requirements, were fully represented in such deliberations, and had all the terms and conditions herein contained thoroughly explained and fully understand the meaning thereof; and

NOW, THEREFORE, in consideration of the mutual undertakings and covenants herein contained, the parties stipulate and agree that the following terms and conditions shall set forth the agreements between them and shall be APPR Plan for the Port Byron Central School District:

ARTICLE I INTRODUCTION

The information contained within this document, referred to as the Port Byron Central School District's Annual Professional Performance Review (APPR) Plan for Principal, was developed in accordance with Education Law §3012-c, Sections 30-2 and 100.2(o) of the Rules and Regulations of the Commissioner of Education to enhance professional effectiveness and positively impact our total school environment.

The intent of the APPR is to provide a process which facilitates improvement of instructional practices; encourages work toward personal, professional and district goals; recognizes and promotes professional growth; and focuses efforts on student-centered excellence in teaching and learning.

For the 2011-2012 school year, the law only applies to classroom principals of the common branch subjects, English language arts or mathematics in grades 4-8 and the building principals of schools in which such principals are employed. In the 2012-2013 school year, the law applies to all classroom principals and building principals.

ARTICLE II GENERAL CONDITIONS

2.1 Modifications to Negotiated Agreement. Effective on the date this Agreement is approved and executed by both parties, this Agreement shall supersede any provision of the collective bargaining agreement between the District and the Port Byron Administrators' Association pertaining to the observation and evaluation of principals.

2.2 Nothing in this APPR Plan shall abrogate the rights of the Port Byron Central School District, its Board of Education and Superintendent of Schools to:

Identify and implement additional or different criteria for the evaluation of principals, or principals or other individuals subject to the requirements of Education Law §3012-c, its amendments and implementing rules and regulations;

Discontinue the employment of a probationary principal or 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, principal or administrator and/or to deny tenure;

Apply the requirements of Education Law §3012-c, its amendments and implementing rules and regulations; or discontinue this APPR Plan and the provisions of this Agreement should Education Law §3012-c, its amendments and

implementing rules and regulations be repealed or modified so that the APPR Plan is no longer required or is voluntary.

2.3 The inclusion of the APPR Plan elements in this memorandum that are not required subjects of negotiations shall not constitute a waiver of the right of the Superintendent of Schools and Board of Education to: (1) decline to negotiate such elements and/or (2) to make unilateral decisions and changes with respect to such elements. The inclusion of such elements in this memorandum is for informational purposes only and any decisions or actions with respect to such elements shall not be subject to the appeal procedures contained within this memorandum.

2.4 Test Integrity. The District will ensure that no principal shall score or administer any examination where the principal has a vested outcome in the results of that examination (used to determine the principal's composite score, or any part thereof). The District will house assessments in a secure location until the time when the assessment will be administered to students. To the extent possible, local assessments will be regionally developed.

The District's Principals are responsible for ensuring that all security requirements set forth in the SED Administrative Manuals are strictly followed for NYS Assessments administered in the district. The established protocols for storage, distribution, and administration of the assessments prohibit the possible dissemination to students before administration of the assessments.

The Principals are also responsible for organizing scoring procedures in order to ensure that district scorers are trained to score the assessments and that they have no vested interest in the outcome of the assessments they score and to ensure that students have no knowledge of assessment tasks.

ARTICLE III PRINCIPAL EVALUATION

ISLLC (2008) Leadership Standards

The professional performance review plan for principals is based on the NYS ISLLC Standards (see appendix for complete set of *ISLLC Standards* and the accompanying performance indicators):

- **Vision, Mission, and Goals:** An education leader promotes the success of every student by facilitating the development, articulation, implementation, and stewardship of a vision of learning that is shared and supported by all stakeholders;
- **Teaching and Learning:** An education leader promotes the success of every student by advocating, nurturing, and sustaining a school culture and instructional

program conducive to student learning and staff professional growth;

- **Managing Organizational Systems and Safety:** An education leader promotes the success of every student by ensuring management of the organization, operation, and resources for a safe, efficient, and effective learning environment;
- **Collaborating with Families and Stakeholders:** An education leader promotes the success of every student by collaborating with faculty and community members, responding to diverse community interests and needs, and mobilizing community resources;
- **Ethics and Integrity:** An education leader promotes the success of every student by acting with integrity, fairness, and in an ethical manner; and
- **The Education System:** An education leader ensures the success of all students by influencing interrelated systems of political, economic, legal and cultural contexts affecting education to advocate for their principals' and students' needs.

ARTICLE IV PRINCIPAL EFFECTIVENESS

4.1 Annual professional performance reviews shall differentiate principal effectiveness using a composite effectiveness score. Based on the principal's composite effectiveness score a principal shall be rated as either:

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

Level	Achievement Growth Measures	Local assessment of growth or achievement	Other Measures (principal 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 ISLLC leadership 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 ISLLC leadership 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 for grade/subject.	Overall performance and results need improvement in order to meet ISLLC leadership 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 for grade/subject.	Overall performance and results do not meet ISLLC leadership standards.

4.2 The composite score is determined as follows:

Value-Added Model

Student Growth Measures	25 points
Locally Selected Measures	15 points
Multiple Measures of Principal Effectiveness	60 points

OR

No Value-Added Model

Student Growth Measures	20 points
Locally Selected Measures	20 points
Multiple Measures of Principal Effectiveness	60 points

A. *Student Growth Measures*

The 20 or 25 points for student growth measures shall be the state provided score. Principals with 30%-100% of their students covered by State growth measures will receive a growth score from the State for the full Growth subcomponent of their evaluation.

B. *Student Learning Objectives*

For principals in buildings that do not have at least 30% of their students covered by State provided growth measures, their growth score will be based on Student Learning Objectives (“SLO”). A Principal’s growth SLO will be based on school wide student results.

All SLOs shall include the following elements: Student population; Learning content; Interval of instructional time; Evidence; Baseline; Target and HEDI criteria; and Rationale.

The SLO process to be used shall consist of District developed pre-tests administered by each teacher in the building at the beginning of the class (no later than the end of the 4th week of the course) and a District developed final examination (where State ELA and Math assessments are not available) that will be administered at the end of the course.

After the pre-test is administered and scored, a class average using those currently on the class roster will be calculated and the range of scores will be determined. From this baseline data, the Principal in consultation with the teacher will develop the target score for that class. The target score shall be developed no later than the end of the 6th week of the course. After the District developed final examination (where State ELA and Math assessments are not available) is administered and scored, the total number of all students in the building meeting the target for their respective class shall be determined. A percentage of students in the building meeting the target will be determined by dividing the number of students meeting the target by the number of students tested. The following will be used to determine points achieved by a Principal:

Highly Effective	86% - 100% of students meet SLO target	18-20 points
Effective	76% - 85% of students meet SLO target	9-17 points
Developing	66% - 75% of students meet SLO target	3-8 points
Ineffective	Less than 66% of students meet SLO target	0-2 points

% Of Students Meeting SLO Target	Points For Local Measure
96-100	20
90-95	19
86-89	18
85	17
84	16
83	15
82	14
81	13
79-80	12
78	11
77	10
76	9
75	8
74	7
72-73	6
70-71	5
68-69	4
66-67	3
60-65	2
50-59	1
Less than 50	0

C. Locally Selected Measures of Student Achievement

The 20 points for locally selected measures of student achievement shall be based on an achievement target setting process to produce annual Local Achievement Targets (LAT) to be mutually agreed upon between the principal and superintendent. If more than one target is set, the overall 20 points will be calculated using the highest of the targets. (15 points will apply if there is a value added model in place for 2012-2013 school year.) This plan developed shall include what approved assessment measures will be utilized, what expectations will be set and how points will be earned regarding achievement in relation to the targets. LATs will be consistent with established district goals. The superintendent shall verify comparability and rigor in the utilization of this district-wide goal setting process as required by regulation. The following chart will be used to determine point allocation for the locally selected measure of student achievement.

HEDI Bands	(0-20 Points)	Point Allocation % of students achieving
Highly Effective	20	96-100%
	19	93-95%
	18	89-92%

Effective	17	85-88%
	16	81-84%
	15	78-80%
	14	74-77%
	13	70-73%
	12	65-69%
	11	59-64%
	10	54-58%
	9	48-53%
Developing	8	43-47%
	7	38-42%
	6	32-37%
	5	27-31%
	4	22-26%
	3	16-21%
Ineffective	2	11-15%
	1	5-10%
	0	0-4%

HEDI Bands	(0-15 Points)	Point Allocation % of students achieving
Highly Effective	15	94-100%
	14	88-93%
Effective	13	83-87%
	12	75-82%
	11	69-74%
	10	63-68%
	9	57-62%
	8	50-56%
Developing	7	44-49%
	6	38-43%
	5	31-37%
	4	25-30%
	3	19-24%
Ineffective	2	13-18%
	1	6-12%
	0	0-5%

For all targets, the superintendent and principal shall identify measures from the following NYSED identified options:

- Student performance on any district-wide locally selected assessments approved for use in teacher evaluations. (*SEE SECTION Appendix F for specific approved assessments used in the district.*) [ES/HS]
- Achievement on state tests (e.g., % proficient or advanced) in English Language Arts and Math grades 4 to 8 [ES/HS]

- Growth or achievement for student subgroups (Students with Disabilities, English Language Learners) on State Assessments in English Language Arts and Math grades 4 to 8 [ES/HS]
- Growth or achievement for student in English Language Arts and Math grades 4 to 8 starting at specific performance levels (e.g. level 1, 2) on state or other assessments. [ES/HS]
- Percent of cohort achieving specified scores on Regents exams, Advanced Placement, International Baccalaureate or other Regents-equivalents [HS]
- Graduation rates (4,5 or 6 cohorts years) and/or drop-out rates [HS]
- Graduation % with Advanced Regents designation and/or honors [HS]
- Credit accumulation (e.g. 9th and 10th grade) or other strong predictor of progress to graduation [HS]
- Student Learning Objectives if principals do not have state-provided growth or value-added measures for the growth subcomponent (1st 20%) [ES/HS]

(See Appendix A)

D. Rubric

Based on its inclusion of the SED-approved list of rubrics, the Marshall rubric will be used to evaluate classroom principals. Principals shall be evaluated annually on the entire rubric in a holistic manner.

E. Multiple Measures of Effectiveness / Scoring of Observations

The remaining 60% (or 60 out of the total 100 point composite score) of the composite effectiveness score shall be based on observations of principals conducted by the Superintendent of Schools.

Procedures governing observations are set forth under “Timely Provisions of Feedback.” Observations shall be scored in a weighted manner. Indicators not observed will not be scored. At the conclusion of the school year, the Principal shall add up the total scores and divide by the number of indicators evaluated over the course of the school year. This weighted score (between

1 and 4) shall then be converted to points earned on the HEDI scale according to the following chart:

Average Rubric Score	Points Earned
1.0 Ineffective	0
1.05	1
1.1	2
1.15	3
1.2	4
1.25	5
1.3	6
1.35	7
1.4	8
1.45	9
1.5	10
1.55	11
1.6	12
1.65	13
1.7	14
1.75	15
1.8	16
1.85	17
1.9	18
1.95	19
2.0 Developing	20
2.05	21
2.1	22
2.15	23
2.2	24
2.25	25
2.3	26
2.35	27
2.4	28
2.45	29
2.5	30
2.55	31
2.6	32
2.65	33
2.7	34
2.75	35
2.8	36
2.85	37
2.9	38
2.95	39

3.0 Effective	40
3.05	41
3.1	42
3.15	43
3.2	44
3.25	45
3.3	46
3.35	47
3.4	48
3.45	49
3.5	50
3.55	51
3.6	52
3.65	53
3.7	54
3.75	55
3.8	56
3.85	57
3.9 Highly Effective	58
3.95	59
4.0	60

F. Professional Development

Professional development objectives for the principal will be based on the evaluation, in addition to school and/or district priorities.

G. Timely Provision of Feedback

Principals shall be observed and evaluated by the Superintendent of Schools or his/her designee. The Superintendent will evaluate and score principals in a holistic manner covering the entire rubric using the jointly developed observation forms based on the approved rubric.

The district shall utilize the Marshall rubric for principal evaluation as the basis for 60 points allocated to measures of leadership and management. This shall be according to the attached instrument. The superintendent's assessment shall be based on a least 3 visits of 30 minutes or more to the school, while in session. Two will be as agreed to between the superintendent and principal, one will be unannounced. Visits are to be completed no later than April 30. The two additional sources of information for the superintendent's consideration in utilizing the rubric and instrument shall be:

- a. Between April 1 and the end of the school year, the principal and the evaluator shall meet to conduct a year-end summary (YES) conference. The principal may, at this time, present evidence or a portfolio of school documents related to components of the rubric

for any of the six standards to the evaluator, so long as the principal specifically identifies the standard and indicator that the evidence pertains to. **(See Appendix H)**

- b. The superintendent shall consider the following discussions and reviews in assessing performance of the principal in leadership and management: 1.) The principal and superintendent shall conduct a joint critical analysis of the NYS School Report Card (or other similar NYS accountability report) no later than October 15, including identification of actions to be taken to address components and district resources to be made available to the principal and building. 2.) No later than May 31, the principal and superintendent shall meet to review the related initiatives and actions of the principal over the year as well as the availability and utilization of district provided resources.

Each principal's score and rating on the Locally Selected Measures subcomponent (if available) and on the Other Measures of Effectiveness subcomponent (60 points) must be computed and provided to the principal or principal in writing no later than the last day of the school year.

The final summative evaluation must be completed and provided to each principal as soon as practicable, but in no case later than September 1 of the school year next following the school year for which the principal's performance is being measured.

ARTICLE VI EVALUATOR TRAINING

6.1 The Superintendent will ensure that he/she and any evaluators of principals have been trained and that all lead evaluators have been trained and certified in accordance with regulation. The District will utilize BOCES Network Team evaluator training and lead evaluator training and certification in accordance with SED procedures and processes. Lead evaluator training will include training on:

- (1) The ISLLC Leadership Standards and their related elements and performance indicators and the Leadership Standards and their related functions, as applicable;
- (2) Evidence-based observation techniques that are grounded in research;
- (3) Application and use of the student growth percentile model and the value-added growth model;
- (4) Application and use of the principal or principal rubric(s), including training on the effective application of such rubrics to observe a principal or principal's practice;
- (5) Application and use of any assessment tools that the school district or BOCES utilizes to evaluate its classroom principals or building principals, including but

not limited to, structured portfolio reviews; student, parent, principal and/or community surveys; professional growth goals and school improvement goals, etc.;

- (6) Application and use of any locally selected measures of student achievement used by the district evaluate its principals or principals;
- (7) Use of the Statewide Instructional Reporting System;
- (8) The scoring methodology including how scores are generated for each subcomponent and the composite effectiveness score and application and use of the scoring ranges prescribed by the Commissioner for the four designated rating categories used for the principal's or principal's overall rating and their subcomponent ratings; and
- (9) Specific considerations in evaluating principals and principals of English language learners and students with disabilities.

The Superintendent will ensure that lead evaluators participate in annual training and are re-certified on an annual basis. The BOCES Network Team will be utilized to provide the training and recertification. Any individual who fails to achieve required training or certification or recertification, as applicable, shall not conduct or complete evaluations.

ARTICLE VII DATA LINKAGE

7.1 Working with the Central New York Regional Information Center the Port Byron Central School District will provide all of the data elements described by SED. Data will be submitted to the SED through the portal each year. This information includes a comprehensive course catalog, assessment scores, student enrollment information, and evaluation component score.

The District shall provide accurate data to the State Education Department in a format and timeline prescribed by the Commissioner. The District shall also provide access to principals so they may verify the student rosters assigned at the beginning of each school year and prior to the administration of State assessments.

The designated Data Coordinator shall be in charge of collecting the required data, overseeing changes in and maintenance of the local data management systems, and ensuring the accuracy of the data. The Data Coordinator shall have the authority to assign tasks and deadlines, as required.

The Data Coordinator shall be responsible for reporting to the SED the individual subcomponent scores and the total composite effectiveness score for each covered classroom principal in the District, and shall do so in a format and timeline prescribed by the Commissioner.

**ARTICLE VIII
PRINCIPAL IMPROVEMENT PLANS**

9.1 If a principal's performance is evaluated as "ineffective" or "developing", the Superintendent shall be required to develop a Principal Improvement Plan (TIP) in consultation with the principal. Such Plan will be shared with and implemented within ten (10) work days of the start of the school year within which the Plan will be applied. The Plan shall include, but not be limited to, an identification of the areas in need of improvement, a timeline for achieving improvement, suggestions for improvement, support to be provided, and measurable outcomes to be evaluated.

9.2 The procedures outlined in this Plan will also be used for any and all appeals of Principal Improvement Plans that are issued in accordance with the annual professional performance review plan. Appeals related to the issuance of an improvement plan are limited to issues regarding compliance with the requirements prescribed in applicable law and regulations for the issuance of improvement plans, and must be initiated within ten (10) calendar days of the alleged failure of the District to comply with such requirements.

9.3 The forms to be used for a PIP are attached to this APPR. **(See Appendix E)**

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

8.1 To the extent a principal wishes to challenge his/her performance review and/or improvement plan (PIP) under the new APPR system; the District has developed an appeals procedure. A principal who receives an effectiveness composite score rating of "ineffective" or "developing" may appeal his/her performance review. Ratings of "highly effective" or "effective" cannot be appealed.

8.2 This appeals procedure does not diminish the authority of the School Board to terminate probationary principals during their probationary period. While the APPR shall be a "significant factor" in tenure and other employment decisions, nothing herein requires an appeal be exhausted before a tenure determination can be made. In addition, appeal procedures shall not cause a principal to acquire tenure when an evaluation appeal is pending.

8.3 In accordance with the law, for purposes of disciplinary proceedings under Education Law 3020-a, a "pattern" of ineffective teaching or performance shall be defined as two consecutive annual ineffective ratings received by a principal through the APPR process.

8.4 In order to implement the requirements of N.Y. Education Law 3012-c, the District and the Association hereby agree as follows:

- A. Where and to the extent applicable, the Annual Professional Performance Review of classroom principals shall be a significant factor for employment decisions and principal development, and will be subject to any procedures, which may in the future be negotiated by the District and the Association.
- B. A unit member holding the position of classroom principal may appeal only the substance of the Annual Professional Performance Review, the District's adherence to the standards and methodologies required for such review, and the District's compliance with its procedures for conducting the Annual Professional Performance Review, or its issuance and/or implementation of the terms of the Principal Improvement Plan.

8.5 Only tenured principals may file an appeal. Non-tenured principals will have the right to add a response to the annual evaluation, which will be kept in his/her personnel file with the annual evaluation. Only "ineffective" or "developing" ratings may be appealed. A principal may not file multiple appeals regarding the same performance review. All grounds for appealing a particular performance review must be raised within the same appeal. Any grounds not raised at the time the appeal is filed shall be deemed waived.

8.6 The principal bringing an appeal has the burden of demonstrating a clear legal right to the relief requested and the burden of establishing that there is no substantial evidence upon which to base the District's conclusion. The burden of proof shall be by preponderance of the evidence.

8.7 Such appeal must be submitted in writing to the Superintendent. The writing must explain in detail the specific basis for the appeal, and provide any documents in support of the appeal. The appeal must be submitted within ten (10) calendar days of the principal's receipt of the final Annual Professional Performance Review or Principal Improvement Plan, or other act under this section, which is the subject of the appeal, or it is deemed waived. Within fifteen (15) calendar days, the Superintendent may provide the principal with a written response.

8.8 Upon receipt of the written appeal, the Superintendent and PBAA President shall mutually agree on a hearing officer who has been trained in the selected rubric. The hearing officer shall be provided with a copy of the written appeal and any written response from the Superintendent. The hearing officer shall render a decision based on the written submissions, this APPR Plan and memorandum of agreement, and Education Law §3012-c and any implementing regulations. The hearing officer shall issue a written decision within thirty (30) days after receiving such written appeal. The hearing officer's decision shall be final, binding, and unreviewable.

8.9 The costs of a hearing officer shall be shared equally by the parties.

**ARTICLE X
AVAILABILITY OF DISTRICT'S APPR PLAN**

10.1 The District will file with SED, by regular mail, its APPR Plan, and revisions to the Plan, not later than September 10 of each school year. In addition, the District will make its Plan available to employees and members of the public by placing an electronic copy of the Plan on its website. The District will also provide notice of the availability of its Plan in its District newsletter during each school year.

**ARTICLE XI
MISCELLANEOUS PROVISIONS**

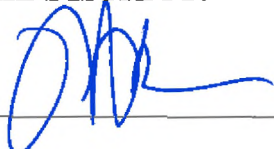
11.1 In the event of a conflict between the provisions contained within this memorandum and those established in Education Law §3012-c, rules promulgated by the Board of Regents, regulations promulgated by the Commissioner of Education or federal statutory or regulatory requirements relating to principal evaluation or performance, such federal statute and regulations shall govern.

11.2 In the event there is a conflict between the provisions contained within this Agreement and the collective bargaining agreement between the parties, the terms and conditions contained in this Agreement shall supersede and prevail.

11.3 If any provision of this Agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, or would tend to impinge upon or reduce in any way the duties or responsibilities of the Board of Education as defined in Section 1709, 1711, or other sections of the Education Law pertaining to the duties and responsibilities of the Board of Education, then such provision or application shall not be deemed valid or subsisting, except to the extent permitted by law, but all other provisions or applications will continue.

11.4 This Agreement shall be in effect from July 1, 2012, through August 30, 2013. The parties agree that they shall meet in July and August 2013 to discuss and negotiate changes to this APPR Plan. If a final APPR Plan is not mutually agreed to by the parties prior to September 1, 2013, then the terms and conditions contained in this Agreement shall be followed by the parties.

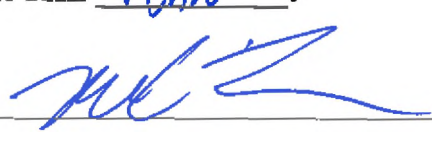
FOR THE DISTRICT:



Superintendent of Schools

Dated: _____, 2012

FOR THE PBAT :



President

Dated: _____, 2012

Appendix A: LOCAL MEASURES OF STUDENT ACHIEVEMENT (15 OR 20 POINTS)

**PORT BYRON CENTRAL SCHOOL DISTRICT
LOCAL ACHIEVEMENT MEASURES FOR PRINCIPALS (15 PTS. OR 20 PTS.)
LOCAL ACHIEVEMENT TARGETS (LAT): RATINGS AND SCORES – PAGE 1**

PRINCIPAL: _____ **YEAR:** _____

CHECK ONE TOTAL: ___ 15 PTS. Or ___ 20 PTS.

The principal and superintendent shall mutually agree upon Local Achievement Targets, identifying the components below. One sheet should be completed for each LAT.

Local Achievement Target:

Assessment used to measure achievement:

Scoring Methodology (Target attainment categories with related points and HEDI designations (see page 2), including relative value if multiple targets are utilized):

Date for final determination of assessment of Local Achievement Target: _____

PLAN AGREEMENT:

Superintendent Signature/Date

Robert C. [Signature] 12-6-12

Principal Signature/Date

FINAL RATING/SCORE FOR TARGET: _____ / _____

Superintendent Signature/Date

Principal Signature/Date

Appendix B: LOCAL MEASURES OF STUDENT ACHIEVEMENT (15 OR 20 POINTS)

LOCAL ACHIEVEMENT TARGETS (LAT): RATINGS AND SCORES – PAGE 2

**HEDI SCORING BANDS
GOVERNOR’S 2012 BUDGET BILL:**

ACHIEVEMENT COMPONENTS (PLUS COMPOSITE)

(BANDS FOR “OTHER MEASURES” NEGOTIABLE)

POINT BANDS FOR THOSE WHOM A VALUE-ADDED SCORE WILL NOT BE GENERATED:

Level	Measures of Student Growth (25%)	Local measures of student achievement (15%)	Overall Composite Score
Highly Effective	18-20	18-20	91-100
Effective	9-17	9-17	75-90
Developing	3-8	3-8	65-74
Ineffective	0-2	0-2	0-64

**POINT BANDS FOR WHEN A VALUE ADDED MODEL IS ADOPTED;
ONLY APPLIES TO THOSE WHO WILL GET A STATE VALUE ADDED SCORE:**

Level	Measures of Student Growth (25%)	Local measures of student achievement (15%)	Overall Composite Score
Highly Effective	22-25	14-15	91-100
Effective	10-21	8-13	75-90
Developing	3-9	3-7	65-74
Ineffective	0-2	0-2	0-64

Appendix C: Overall Assessment Summary

**Port Byron Central School District
Principal's Leadership and Management
Overall Assessment Summary (60 pts.):**

Points Earned:

Rubric (0-60): _____

TOTAL (0-60): _____

60% "Other Measures" Performance Levels and Score Scale (subject to negotiated revision should NYSED ranges change)

<u>Point Ranges</u>	<u>Performance Level</u>
59-60	Highly Effective
57-58	Effective
55-56	Developing
0-54	Ineffective

Total Leadership/Mgt. Rating: Highly Effective Effective Developing Ineffective
(Circle one)

Appendix D: Overall Evaluation Summary

OVERALL EVALUATION SUMMARY

Port Byron Central School District

Principal Annual Professional Performance Review Summary

Principal's Name _____
 Position/Site _____
 School Year _____
 Evaluator's Name _____
 Evaluator's visit dates _____
 Date of Evaluation _____

Evaluation Component	Points Range <small>(check one in each of 1st 2 boxes)</small>	Points Earned	HEDI RATIN G	Comments
State (or comparable) student achievement growth score	___ 0 – 20 or ___ 0 – 25			
Locally selected measures of student achievement Score	___ 0 – 20 or ___ 0 – 15			
Other Measures of Performance:				
1. Supervisor's Assessment of Leadership and Management: Marshall Rubric	(0 – 60)	1. ()		
	0-60			

TOTAL "OTHER"

OVERALL TOTAL POINTS	0-100			
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HEDI Composite Scale (2011-12, 2012-13)

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

APPR Overall Rating (HEDI):

Supervisor's Signature and date _____

Principal's Signature and date _____

Appendix E: Improvement Plan

IMPROVEMENT PLAN

**Port Byron Central School District
Principal Improvement Plan Process**

Upon rating a principal as ineffective or developing, an improvement plan designed to rectify perceived or demonstrated deficiencies must be developed and commenced no later than ten (10) school days after the start of a school year. The superintendent or designee, in conjunction with the principal, must develop an improvement plan that contains:

1. A clear delineation of the deficiencies that resulted in the ineffective or developing assessment.
2. Specific improvement goal/outcome statements.
3. Specific improvement action steps/activities.
4. A reasonable time line for achieving improvement.
5. Required and accessible resources to achieve goal.
6. A formative evaluation process documenting meetings strategically scheduled throughout the year to assess progress. These meetings shall occur at least twice during the year: the first between December 1 and December 15 and the second between March 1 and March 15. A written summary of feedback on progress shall be given within 5 business days of each meeting.
7. A clear manner in which improvement efforts will be assessed, including evidence demonstrating improvement.
8. A formal, final written summative assessment delineating progress made with an opportunity for comments by the principal.

**Port Byron Central School District
Principal Improvement Plan**

Name of Principal _____

School Building _____ Academic Year _____

Deficiency that promulgated the “ineffective” or “developing” performance rating:

Improvement Goal/Outcome:

Action Steps/Activities:

Timeline for completion:

Required and Accessible Resources, including identification of responsibility for provision:

Dates of formative evaluation on progress (lead evaluator and principal initial each date to confirm the meeting):

December:

March:

Other:

Evidence to be provided for Goal Achievement:

Assessment Summary: Superintendent is to attach a narrative summary of improvement progress, including verification of the provision of support and resources as outlined above no later than 10 days after the identified completion date. The superintendent and principal shall sign such summary with the opportunity for the principal to attach comments.

Appendix F:

ADDITIONAL ATTACHMENTS

List of district's NYSED approved student achievement assessments for evaluation:

AIMSWEB

Marshall's Principal Rubric, available as pdf from the following SED web site:

<http://usny.nysed.gov/rttt/teachers-leaders/practicerubrics/Docs/MarshallPrincipalRubric.pdf>

and attached below:

Principal Evaluation Rubrics

by Kim Marshall – Revised August 21, 2011

Rationale and suggestions for implementation

1. These rubrics are organized around six domains covering all aspects of a principal's job performance:

- A. Diagnosis and Planning
- B. Priority Management and Communication
- C. Curriculum and Data
- D. Supervision, Evaluation, and Professional Development
- E. Discipline and Parent Involvement
- F. Management and External Relations

The rubrics use a four-level rating scale with the following labels:

- 4 – Highly Effective
- 3 – Effective
- 2 – Improvement Necessary
- 1 – Does Not Meet Standards

2. The rubrics are designed to give principals and other school-based administrators an end-of-the-year assessment of where they stand in all performance areas – and detailed guidance for improvement. These rubrics are not checklists for school visits. To knowledgeably fill out the rubrics, a supervisor needs to have been in the school frequently throughout the year; it is irresponsible to fill out the rubrics based on one visit and without ongoing dialogue.

3. The *Effective* level describes solid, expected professional performance; any administrator should be pleased with scores at this level. The *Highly Effective* level is reserved for truly outstanding leadership as described by very demanding criteria; there will be relatively few scores at this level. *Improvement Necessary* indicates that performance has real deficiencies and must improve (although some novice administrators might start here). And performance at the *Does Not Meet Standards* level is clearly unacceptable and will lead to dismissal if it is not improved immediately.

4. To score, read across the four levels of performance for each criterion, find the level that best describes the principal's performance, and circle or highlight it. On each page, this will create a clear graphic display of overall performance, areas for commendation, and areas that need work. Write the overall score at the bottom of each page with brief comments, and then record all the scores and overall comments on the summary page.

5. Evaluation conferences are greatly enhanced if the supervisor and administrator fill out the rubrics in advance and then meet and compare one page at a time. Of course, the supervisor has the final say, but the discussion should aim for consensus based on actual evidence of the most accurate score for each criterion. Supervisors should go into evaluation process with some humility since they can't possibly know everything about an administrator's complex world. Similarly, administrators should be open to feedback from someone with an outside perspective – all revolving around whether the school is producing learning gains for all students. Note that student achievement is not explicitly included in these rubrics, but clearly it's directly linked to school leadership. How student results factor into evaluation is for each district or governing board to decide.

6. Some supervisors sugar-coat criticism and give inflated scores to keep the peace and avoid hurting feelings. This does not help an administrator improve. The kindest thing a supervisor can do for an underperforming administrator is give candid, evidence-based feedback and robust follow-up support. Honest scores for all the administrators in a district can be aggregated into a spreadsheet that can give an overview of leadership development needs (see page 9 for a sample).

A. Diagnosis and Planning

The principal:	4 Highly Effective	3 Effective	2 Improvement Necessary	1 Does Not Meet Standards
a. Team	Recruits a strong leadership team and develops its skills and commitment to a high level.	Recruits and develops a leadership team with a balance of skills.	Enlists one or two like-minded colleagues to provide advice and support.	Works solo with little or no support from colleagues.
b. Diagnosis	Involves stakeholders in a comprehensive diagnosis of the school's strengths and weaknesses.	Carefully assesses the school's strengths and areas for development.	Makes a quick assessment of the school's strengths and weaknesses.	Is unable to gather much information on the school's strong and weak points.
c. Gap	Challenges colleagues by presenting the gap between current student data and a vision for college success.	Motivates colleagues by comparing students' current achievement with rigorous expectations.	Presents data without a vision or a vision without data.	Bemoans students' low achievement and shows fatalism about bringing about significant change.
d. Mission	Wins staff and student buy-in for a succinct, inspiring, results-oriented mission statement.	Produces a memorable, succinct, results-oriented mission statement that's known by all staff.	Distributes a boiler-plate mission statement that few colleagues remember.	Does not share a mission statement.
e. Target	Gets strong staff commitment on a bold, ambitious 3-4-year student achievement target.	Builds staff support for a 3-4-year student achievement target.	Expresses confidence that student achievement will improve each year through hard work.	Takes one year at a time and does not provide an achievement target.
f. Theory	Wins staff ownership for a robust, research-based theory of action for improving achievement.	Researches and writes a convincing theory of action for improving achievement.	Accepts colleagues' current notions of how student achievement is improved.	Says that hard work improves achievement – but shows doubts that progress can be made.
g. Strategy	Collaboratively crafts a lean, comprehensive, results-oriented strategic plan with annual goals.	Gets input and writes a comprehensive, measurable strategic plan for the current year.	Writes a cumbersome, non-accountable strategic plan.	Recycles the previous year's cumbersome, non-accountable strategic plan.
h. Support	Fosters a sense of urgency and responsibility among all stakeholders for achieving annual goals.	Builds ownership and support among stakeholders for achieving annual goals.	Presents the annual plan to stakeholders and asks them to support it.	Gets the necessary signatures for the annual plan, but there is little ownership or support.
i. Enlisting	Masterfully wins over resistant staff members who feared change and/or harbored low expectations.	Manages resistance, low expectations, and fear of change.	Works on persuading resistant staff members to get on board with the plan.	Is discouraged and immobilized by staff resistance, fear of change, and low expectations.
j. Revision	Regularly tracks progress, gives and takes feedback, and continuously improves performance.	Periodically measures progress, listens to feedback, and revises the strategic plan.	Occasionally focuses on key data points and prods colleagues to improve.	Is too caught up in daily crises to focus on emerging data.

Overall rating: _____ Comments:

B. Priority Management and Communication

The principal:	4 Highly Effective	3 Effective	2 Improvement Necessary	1 Does Not Meet Standards
a. Planning	Plans for the year, month, week, and day, relentlessly getting the highest-leverage activities done.	Plans for the year, month, week, and day, keeping the highest-leverage activities front and center.	Comes to work with a list of tasks that need to be accomplished that day but is often distracted from them.	Has a list in his or her head of tasks to be accomplished each day, but often loses track.
b. Communication	Successfully communicates goals to all constituencies by skillfully using a variety of channels.	Uses a variety of means (e.g., face-to-face, newsletters, websites) to communicate goals to others.	Has a limited communication repertoire and some key stakeholders are not aware of school goals.	Is not an effective communicator, and others are often left guessing about policies and direction.
c. Outreach	Frequently solicits and uses feedback and help from staff, students, parents, and external partners.	Regularly reaches out to staff, students, parents, and external partners for feedback and help.	Occasionally asks staff, students, parents, or external partners for feedback.	Rarely or never reaches out to others for feedback or help.
d. Follow-Up	Has a foolproof system for capturing key information, remembering, prioritizing, and following up.	Writes down important information, remembers, prioritizes, and almost always follows up.	Writes things down but is swamped by events and sometimes doesn't follow up.	Trusts his or her memory to retain important information, but often forgets and fails to follow up.
e. Expectations	Has total staff buy-in on exactly what is expected for management procedures and discipline.	Makes sure staff know what is expected for management procedures and discipline.	Periodically reminds teachers of policies on management procedures and discipline.	Is constantly reminding staff what they should be doing in management and discipline.
f. Delegation	Has highly competent people in all key roles and is able to entrust them with maximum responsibility.	Delegates appropriate tasks to competent staff members and checks on progress.	Doesn't delegate some tasks that should be done by others.	Does almost everything him- or herself.
g. Meetings	Successfully gets all key teams meeting regularly and taking responsibility for productive agendas.	Ensures that key teams (e.g., leadership, grade-level, student support) meet regularly.	Needs to call key team meetings because they are not in people's calendars.	Convenes grade-level, leadership, and other teams only when there is a crisis or an immediate need.
h. Prevention	Takes the initiative so that time-wasting activities and crises are almost always prevented or deflected.	Is effective at preventing and/or deflecting many time-wasting crises and activities.	Tries to prevent them, but crises and time-wasters sometimes eat up lots of time.	Finds that large portions of each day are consumed by crises and time-wasting activities.
i. Efficiency	Deals quickly and decisively with the highest-priority e-mail and paperwork, delegating the rest.	Has a system for dealing with e-mail, paperwork, and administrative chores.	Tries to stay on top of e-mail, paperwork, and administrative chores but is often behind.	Is way behind on e-mail, paperwork, and administrative chores, to the detriment of the school's mission.
j. Balance	Remains sharp and fresh by tending to family, friends, fun, exercise, nutrition, sleep, and vacations.	Is healthy and focused by balancing work demands with healthy habits.	Is sometimes unfocused and inattentive because of fatigue and stress.	Is unproductive and irritable because of fatigue and stress.

Overall rating: ___ Comments:

C. Curriculum and Data

The principal:	4 Highly Effective	3 Effective	2 Improvement Necessary	1 Does Not Meet Standards
a. Expectations	Gets all teachers to buy into clear, manageable, standards-aligned grade-level goals with exemplars of proficient work.	Tells teachers exactly what students should know and be able to do by the end of each grade level.	Refers teachers to district or national scope-and-sequence documents for curriculum direction.	Leaves teachers without clear direction on student learning outcomes for each grade level.
b. Baselines	Ensures that all teams use summative data from the previous year and fresh diagnostic data to plan instruction.	Provides teacher teams with previous-year test data and asks them to assess students' current levels.	Refers teachers to previous-year test data as a baseline for current-year instruction.	Does not provide historical test data to teachers.
c. Targets	Gets each grade-level/subject team invested in reaching measurable, results-oriented year-end goals.	Works with grade-level and subject-area teams to set measurable student goals for the current year.	Urges grade-level/subject teams to set measurable student learning goals for the current year.	Urges teachers to improve student achievement, but without measurable outcome goals.
d. Materials	Ensures that all teachers have high-quality curriculum materials, technology, and training on how to use them.	Gets teachers effective literacy, math, science, and social studies materials and technology.	Works to procure good curriculum materials in literacy and math.	Leaves teachers to fend for themselves with curriculum materials.
e. Interims	Ensures that high-quality, aligned, common interim assessments are given by all teacher teams at least four times each year.	Orchestrates common interim assessments to monitor student learning several times a year.	Suggests that teacher teams give common interim assessments to check on student learning.	Doesn't insist on common interim assessments, allowing teachers to use their own classroom tests.
f. Analysis	Orchestrates high-quality data/action team meetings after each round of assessments.	Monitors teacher teams as they analyze interim assessment results and formulate action plans.	Suggests that teacher teams work together to draw lessons from the tests they give.	Does not see the value of analyzing tests given during the year.
g. Causes	Gets data meetings engaged in a no-blame, highly productive search for root causes and hypothesis-testing.	Asks that data meetings go beyond <i>what</i> students got wrong and delve into <i>why</i> .	Suggests that teachers focus on the areas in which students had the most difficulty.	Does not exercise leadership in looking for underlying causes of student difficulties.
h. Follow-Up	Gets teams invested in following up assessments with effective reteaching, tutoring, and other interventions.	Asks teams to follow up each interim assessment with reteaching and remediation.	Suggests that teachers use interim assessment data to help struggling students.	Does not provide time or leadership for follow-up after tests.
i. Monitoring	Uses data on grades, attendance, behavior, and other variables to monitor and drive continuous improvement toward goals.	Monitors data in several key areas and uses them to inform improvement efforts.	Monitors attendance and discipline data to inform decisions.	Is inattentive to important school data.
j. Celebration	Boosts morale and a sense of efficacy by getting colleagues to celebrate and own measurable student gains.	Draws attention to student, classroom, and school-wide successes, giving credit where credit is due.	Congratulates individuals on successes.	Takes credit for improvements in school performance or misses opportunities to celebrate success.

Overall rating: ___ Comments:

D. Supervision, Evaluation, and Professional Development

	4 Highly Effective	3 Effective	2 Improvement Necessary	1 Does Not Meet Standards
The principal:				
a. Meetings	In all-staff meetings, gets teachers highly invested in discussing results, learning best strategies, and building trust and respect.	Uses all-staff meetings to get teachers sharing strategies and becoming more cohesive.	Uses staff meetings primarily to announce decisions, clarify policies, and listen to staff concerns.	Rarely convenes staff members and/or uses meetings for one-way lectures on policies.
b. Ideas	Ensures that the whole staff is current on professional literature and constantly exploring best practices.	Reads and shares research and fosters an on-going, schoolwide discussion of best practices.	Occasionally passes along interesting articles and ideas to colleagues.	Rarely reads professional literature or discusses best practices.
c. Development	Orchestrates aligned, high-quality coaching, mentoring, workshops, school visits, and other professional learning tuned to staff needs.	Organizes aligned, on-going coaching and training that builds classroom proficiency.	Provides staff development workshops that rarely engage staff or improve instruction.	Provides occasional workshops, leaving teachers mostly on their own in terms of professional development.
d. Empowerment	Gets teams to take ownership for using data and student work to drive constant refinement of teaching.	Orchestrates regular teacher team meetings as the prime locus for professional learning.	Suggests that teacher teams work together to address students' learning problems.	Does not emphasize teamwork and teachers work mostly in isolation from colleagues.
e. Support	Gives teacher teams the training, facilitation, and resources they need to make their meetings highly effective.	Ensures that teacher teams have facilitators so meetings are focused and substantive.	Has teacher teams appoint a leader to chair meetings and file reports.	Leaves teacher teams to fend for themselves in terms of leadership and direction.
f. Units	Ensures that teachers backwards-design high-quality, aligned units and provides feedback on drafts.	Asks teacher teams to cooperatively plan curriculum units following a common format.	Occasionally reviews teachers' lesson plans but not unit plans.	Does not review lesson or unit plans.
g. Evaluation	Visits 2-4 classrooms a day and gives helpful, face-to-face feedback to each teacher within 24 hours.	Makes unannounced visits to a few classrooms every day and gives helpful feedback to teachers.	Tries to get into classrooms but is often distracted by other events and rarely provides feedback.	Only observes teachers in annual or bi-annual formal observation visits.
h. Criticism	Courageously engages in difficult conversations with below-proficient teachers, helping them improve.	Provides redirection and support to teachers who are less than proficient.	Criticizes struggling teachers but does not give them much help improving their performance.	Shies away from giving honest feedback and redirection to teachers who are not performing well.
i. Housecleaning	Counsels out or dismisses all ineffective teachers, scrupulously following contractual requirements.	Counsels out or dismisses most ineffective teachers, following contractual requirements.	Tries to dismiss one or two ineffective teachers, but is stymied by procedural errors.	Does not initiate dismissal procedures, despite evidence that some teachers are ineffective.
j. Hiring	Recruits, hires, and supports highly effective teachers who share the school's vision.	Recruits and hires effective teachers.	Hires teachers who seem to fit his or her philosophy of teaching.	Makes last-minute appointments to teaching vacancies based on candidates who are available.

Overall rating: _____ Comments:

E. Discipline and Family Involvement

The principal:	4 Highly Effective	3 Effective	2 Improvement Necessary	1 Does Not Meet Standards
a. Expectations	Gets staff buy-in for clear, schoolwide student-behavior standards, routines, and consequences.	Sets expectations for student behavior and establishes schoolwide routines and consequences.	Urges staff to demand good student behavior, but allows different standards in different classrooms.	Often tolerates discipline violations and enforces the rules inconsistently.
b. Effectiveness	Deals effectively with any disruptions to teaching and learning, analyzes patterns, and works on prevention.	Deals quickly with disruptions to learning and looks for underlying causes.	Deals firmly with students who are disruptive in classrooms, but doesn't get to the root causes.	Tries to deal with disruptive students but is swamped by the number of problems.
c. Celebration	Publicly celebrates kindness, effort, and improvement and builds students' pride in their school.	Praises student achievement and works to build school spirit.	Praises well-behaved students and good grades.	Rarely praises students and fails to build school pride.
d. Training	Ensures that staff are skilled in positive discipline and sensitive handling of student issues.	Organizes workshops and suggests articles and books on classroom management.	Urges teachers to get better at classroom management.	Does little to build teachers' skills in classroom management.
e. Support	Is highly effective getting counseling, mentoring, and other supports for high-need students.	Identifies struggling students and works to get support services to meet their needs.	Tries to get crisis counseling for highly disruptive and troubled students.	Focuses mainly on discipline and punishment with highly disruptive and troubled students.
f. Openness	Makes families feel welcome and respected, responds to concerns, and gets a number of them actively involved in the school.	Makes parents feel welcome, listens to their concerns, and tries to get them involved.	Reaches out to parents and tries to understand when they are critical.	Makes little effort to reach out to families and is defensive when parents express concerns.
g. Curriculum	Informs parents of monthly learning expectations and specific ways they can support their children's learning.	Sends home information on the grade-level learning expectations and ways parents can help at home.	Sends home an annual list of grade-level learning expectations.	Does not send home the school's learning expectations.
h. Conferences	Orchestrates productive parent/teacher report card conferences in which parents and students get specific suggestions on next steps.	Works to maximize the number of face-to-face parent/teacher report card conferences.	Makes sure that report cards are filled out correctly and provided to all parents.	Provides little or no monitoring of the report card process.
i. Communication	Sends home a weekly school newsletter, gets all teachers sending substantive updates, and organizes a user-friendly electronic grading program.	Sends home a periodic school newsletter and asks teachers to have regular channels of communication of their own.	Suggests that teachers communicate regularly with parents.	Leaves parent contact and communication up to individual teachers.
j. Safety-net	Provides effective programs for all students with inadequate home support.	Provides programs for most students whose parents do not provide adequate support.	Provides ad hoc, occasional support for students who are not adequately supported at home.	Does not provide assistance for students with inadequate home support.

Overall rating: ___ Comments:

F. Management and External Relations

The principal:	4 Highly Effective	3 Effective	2 Improvement Necessary	1 Does Not Meet Standards
a. Strategies	Implements proven macro strategies (e.g., looping, class size reduction) that boost student learning.	Suggests effective macro strategies (e.g., looping, team teaching) to improve student learning.	Explores macro strategies that might improve achievement.	Plays it safe and sticks with the status quo.
b. Scheduling	Creates an equitable schedule that maximizes learning, teacher collaboration, and smooth transitions.	Creates a schedule that provides meeting times for all key teams.	Creates a schedule with some flaws and few opportunities for team meetings.	Creates a schedule with inequities, technical flaws, and little time for teacher teams to meet.
c. Movement	Ensures efficient, friendly student entry, dismissal, meal times, transitions, and recesses every day.	Supervises orderly student entry, dismissal, meals, class transitions, and recesses.	Intermittently supervises student entry, dismissal, transitions, and meal times.	Rarely supervises student entry, dismissal, and common spaces and there are frequent problems.
d. Custodians	Leads staff to ensure effective, creative use of space and a clean, safe, and inviting campus.	Supervises staff to keep the campus clean, attractive, and safe.	Works with custodial staff to keep the campus clean and safe, but there are occasional lapses.	Leaves campus cleanliness and safety to custodial staff and there are frequent lapses.
e. Transparency	Is transparent about how and why decisions were made, involving stakeholders whenever possible.	Ensures that staff members know how and why key decisions are being made.	Tries to be transparent about decision-making, but stakeholders sometimes feel shut out.	Makes decisions with little or no consultation, causing frequent resentment and morale problems.
f. Bureaucracy	Defly handles bureaucratic, contractual, and legal issues so they never detract from, and sometimes contribute to, teaching and learning.	Manages bureaucratic, contractual, and legal issues efficiently and effectively.	Sometimes allows bureaucratic, contractual, and legal issues to distract teachers from their work.	Frequently mishandles bureaucratic, contractual, and legal issues in ways that disrupt teaching and learning.
g. Budget	Skillfully manages the budget and finances to maximize student achievement and staff growth.	Manages the school's budget and finances to support the strategic plan.	Manages budget and finances with few errors, but misses opportunities to support the strategic plan.	Makes errors in managing the budget and finances and misses opportunities to further the mission.
h. Compliance	Fulfills all compliance and reporting requirements and creates new opportunities to support learning.	Fulfills compliance and reporting responsibilities to the district and beyond.	Meets minimum compliance and reporting responsibilities with occasional lapses.	Has difficulty keeping the school in compliance and district and other external requirements.
i. Relationships	Builds strong relationships with key district and external personnel and gets them excited about the school's mission.	Builds relationships with district and external staffers so they will be helpful with paperwork and process.	Is correct and professional with district and external staff but does not enlist their active support.	Neglects relationship-building with district and external staff and doesn't have their support to get things done.
j. Resources	Taps all possible human and financial resources to support the school's mission and strategic plan.	Is effective in bringing additional human and financial resources into the school.	Occasionally raises additional funds or finds volunteers to help out.	Is resigned to working with the standard school budget, which doesn't seem adequate.

Overall rating: ___ Comments:

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Banner Sheet

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Appendix G:

EXAMPLES
ACHIEVEMENT TARGETS
20% LOCAL ACHIEVEMENT MEASURES SCORE
LOCAL ACHIEVEMENT TARGET
(For illustration purposes only)

#1

Achievement Target: At least 70% of the eligible students in grade 4 shall demonstrate more than one year's growth in Math as measured by the _____ test (whatever district is using from SED approved list).

Value: 0-20 points (or 0-15 points: Different but similarly constructed achievement ranges, ratings, and points would be needed for those with 15 points on this component)

Scoring:

73% or more met growth expectation:	Highly Effective	20 points
72% met growth expectation:	Highly Effective	19 points
71% + met growth expectation:	Highly Effective	18 points
70% met growth expectation:	Effective	17 points
68 – 69% met growth expectation:	Effective	16 points
66 – 67% met growth expectation:	Effective	15 points
64 – 65% met growth expectation:	Effective	14 points
62 – 63% met growth expectation:	Effective	13 points
60 – 61% met growth expectation:	Effective	12 points
58 – 59% met growth expectation:	Effective	11 points
56 – 57% met growth expectation:	Effective	10 points
54 – 55% met growth expectation:	Effective	9 points
52 – 53% met growth expectation:	Developing	8 points
50 – 51% met growth expectation:	Developing	7 points
48 – 49% met growth expectation:	Developing	6 points
46 – 47% met growth expectation:	Developing	5 points
44 – 45% met growth expectation:	Developing	4 points
42 – 43% met growth expectation:	Developing	3 points
40 – 41% met growth expectation:	Ineffective	2 points
38 – 39% met growth expectation:	Ineffective	1 point
Less than 38% met growth expectation:	Ineffective	0 points

#2

Achievement Target: An additional 5% of the eligible ELL students shall score a 3 or better on the NYS ELA assessments as compared to the percentage from 2010.

Value: 0-20 points (or 0-15 points: Different but similarly constructed achievement ranges, ratings, and points would be needed for those with 15 points on this component)

Scoring:

5.7% or more increase:	Highly Effective	20 points
5.4 - 5.69% increase:	Highly Effective	19 points
5.1 - 5.39% increase:	Highly Effective	18 points
4.7 - 5.09% increase:	Effective	17 points
4.3 - 4.69% increase:	Effective	16 points
3.9 - 4.29% increase:	Effective	15 points
3.5 - 3.89% increase:	Effective	14 points
3.1 - 3.49% increase:	Effective	13 points
2.7 - 3.09% increase:	Effective	12 points
2.3 - 2.69% increase:	Effective	11 points
1.9 - 2.29% increase:	Effective	10 points
1.5 - 1.89 increase:	Effective	9 points
1.1 - 1.49% increase:	Developing	8 points
.7 - 1.09% increase:	Developing	7 points
.3 - .69% increase:	Developing	6 points
0 - .29% increase:	Developing	5 points
Decrease up to .39%:	Developing	4 points
.4 - .79% decrease:	Developing	3 points
.8 - 1.19% increase:	Ineffective	2 points
1.2 - 1.59% decrease:	Ineffective	1 point
1.6 % or greater decrease:	Ineffective	0 points

EXAMPLES

EVIDENCE REGARDING

PRINCIPAL PERFORMANCE AND/OR STUDENT ACHIEVEMENT MEASURES

SAANYS has developed a multi-paged list of sources of evidence which may assist in providing input into various aspects of a principal's APPR. It is available on the SAANYS web site in the APPR section for members. A limited sample of the items is listed below.

- Mission/vision statement
- Strategic plan
- School improvement plan: building goals
- Administrative calendar
- Grade or department goals
- Staff development plan
- Staff development calendar
- Staff development agendas and materials
- Conference day programs
- Guide for staff on disaggregating data
- Building cabinet meeting agendas
- Faculty meeting agendas
- Department, grade level and/or team meeting agendas
- Committee meeting agendas
- Parent meeting agendas
- Board presentations
- Staff memos
- Parents memos
- Scheduled collaboration and common planning time
- School newsletter
- Parent and student communications
- Parent, student, staff or community letters of support or praise
- Press releases
- Public coverage of school events or accomplishments (media or print)
- Collaboration with higher education
- Career day programs
- Parent volunteer recognition program
- Collaboration with community organizations
- Social worker outreach programs
- School health services
- Mental health resource connections
- Drug abuse prevention programs
- Character education programs