



# SAMPLE PRINCIPAL APPR AGREEMENT WITH NOTES

*August 3, 2015 | 1st Edition*



## SAMPLE PRINCIPAL APPR AGREEMENT WITH NOTES

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This Somewhere Central School District principal APPR agreement is not meant to be a recommended APPR plan for principals. It is one example of a complete agreement based on our interpretation of law, current regulations, and various NYSED documents. Bargaining units need to make multiple decisions about ALL negotiable aspects of APPR. This sample makes those decisions, for illustration, but may not represent the “best” decisions for a unit. It can be a model for structuring a negotiated agreement locally. Section I (General Agreement), especially, should help build the core of all agreements, outlining the major local decisions and referencing instruments and processes in later sections.

New York State

To best use this sample, it is most helpful to separate the NOTES found at the end and then review each section of the agreement, alongside the corresponding notes, to guide local discussions. In addition to local modifications, where \_\_\_ appears, specific information needs to be inserted.

However, SAANYS does not believe units and districts can fully negotiate APPR provisions under 3012-d at this point – and not until all necessary information regarding the student performance category optional measures has been issued by NYSED.

### Important Note:

This document is based on the analysis of initial information regarding the new law of 2015 for 3012-d and subsequent revisions of NYSED regulations and guidance. As regulations and guidance continue to be developed and adopted by NYSED, as our analysis continues, and as we gain experience with units, this document will be revised. Each new edition will be available on the member section of the SAANYS website with a new publication date: [www.saanys.org](http://www.saanys.org).

This is a work in progress. Please provide feedback and suggestions for future editions to Deputy Executive Director Don Nickson: [dnickson@saanys.org](mailto:dnickson@saanys.org).

**201\_ to 201\_ APPR MOA**  
**Between the XXXX School District (XXSD) and the**  
**XXXX Association of Administrators and Supervisors (XXXX)**

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**SECTION I: GENERAL AGREEMENTS**

This APPR Addendum shall be incorporated by reference into the  
collective bargaining agreement between XXXX and XXSD,  
Covering the period: July 1, 201\_ through June 30, 201\_

**1. Application:**

- New York State
- This provision shall apply only to those with the title of principal and serving in that capacity.
  - This provision shall sunset on June 30, 201\_ with implementation to begin upon approval by NYSED. All provisions of this agreement shall apply to all principal evaluations produced under its provisions for the 201\_-1\_ school year.
  - Should the law (3012-d) of 2015, the corresponding Rules of the Board of Regents, or NYSED guidance regarding 3012-d change from what was in place at the time of this agreement, the agreement shall be renegotiated to be consistent with further changes in law, regulation or NYSED guidance.
2. The student performance category measure shall be the state provided score and an optional score utilizing the identified NYSED approved assessments and process outlined in Section II. Where there is no state score expected, or where SLOs are otherwise required, the principal shall develop Student Learning Objectives (SLO), consistent with NYSED regulation, for approval by the superintendent. They shall be developed by October 15 or as soon as practicable. The superintendent shall meet with the principals and provide the decision on approval within 5 days of submission by the principal. (SEE SECTION II)
3. The superintendent (or designated district level supervisor) shall be the lead evaluator for principals and shall complete the required announced observational school visits. The person doing the required announced school visit shall also do the unannounced school visit as the required “independent observer.”
4. The district shall utilize the LCI Multidimensional rubric, Section I, Domains 1 to 6 (covering all ISLLC 2008 Standards) for principal evaluation as the basis for the Observation (of Professional Performance) Category. This shall be according to the attached instrument and provisions of Section III. (SEE SECTION III)
5. Final evaluations shall be provided to principals no later than the first business day of September, 201\_. Scores and ratings on any Locally Selected Measures of Achievement and the “Observation” Category (rubric) shall be provided no later than June 30, 201\_. If data for the Locally Selected Measures of Student Achievement is not available by June 30, that score and rating shall be provided within 10 business days of receipt of those achievement results. The following matrix, required by law and regulation, will be used to determine the overall rating for principals.

## EVALUATION RATING MATRIX

		OBSERVATION			
STUDENT PERFORMANCE	HIGHLY EFFECTIVE	EFFECTIVE	DEVELOPING	INEFFECTIVE	
	(H)	(E)	(D)	(I)	
HIGHLY EFFECTIVE	H	H	E	D	
EFFECTIVE	H	E	E	D	
DEVELOPING	E	E	D	I	
INEFFECTIVE	D (or I) *	D (or I) *	I	I	
* If a State-designed supplemental assessment was included as an optional sub-component, the teacher can be rated no higher than Ineffective overall with a Student Performance rating of "I".					

6. Improvement plans for principals with developing or ineffective ratings shall be according to the attached format and process. Such plans shall be mutually agreed upon within 10 district work days following the issuance of the final summative evaluation and overall rating. (SEE SECTION IV)
7. An appeal of any principal's evaluation shall be for ineffective and developing ratings or any rating tied to compensation. The reasons for appeal shall be those identified in law and regulation as identified in Section V. The attached appeal process shall be utilized. An appeal of an evaluation may NOT be initiated prior to the issuance of the final composite rating. (SEE SECTION V)
8. Specific procedures and forms for each sub-component are contained in the attached Sections II to VI. Any additional forms needed shall be developed mutually by XXXX and XXSD no later than 30 calendar days following approval of the provisions of this agreement by NYSED.
9. That the parties agree to enter into negotiations for a successor addendum no later than April 1, 201\_.

\_\_\_\_\_ / \_\_\_\_\_      \_\_\_\_\_ / \_\_\_\_\_  
 Association President      Date      Superintendent      Date

**NOTE:** This optional approach to determining the student performance category score and rating needs unit discussion and individualization.

It is possible to use only the state provided growth score or the SLO process, for principals not receiving a state growth score and rating. SAANYS recommends giving serious consideration to using a locally determined student performance option using NYSED approved assessments despite potential negative implications for those who receive an “ineffective” score/rating either from a state issued growth score or the SLO process.

As of July 29, 2015, no approved assessments are available. It was anticipated that the RFQ for such assessments will be issued by NYSED in late July, 2015 with review and approval to follow. It is anticipated that approved assessments will be identified late summer, early fall, 2015. Until such time as an adequate number of assessments are approved for use in this section, and additional guidance on development of growth targets is issued by NYSED, successful negotiation of this section will not be possible.

It is not even possible to decide whether or not to negotiate an optional measure without such information. However, that option should be able to be considered before an agreement can be fully negotiated.

SAANYS does not recommend coming to agreement until full information is available on NYSED approved assessments for this sub-component.

## **SECTION II: LOCAL ACHIEVEMENT MEASURES FOR PRINCIPALS** (50% of the student performance category rating)

The 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. This plan developed shall include what approved assessment measures will be utilized, what expectations for growth will be set and how points will be earned regarding achievement in relation to multiple targets. LATs will be scored according to the percentage of target accomplishment as indicated in the required NYSED chart below. LATs will be consistent with established district goals and as required by regulation. For all locally selected optional measures, the cohort of students utilized shall only include those continuously enrolled from beds day to June 15 annually and for whom the appropriate baseline assessment results from the previous year are available. Local controls for special education, ELL, and poverty shall be incorporated.

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

The score attained through this LAT process shall be averaged with the state provided growth score (or alternative score through SLOs). Each shall be weighted equally (50%/50%) in the determination of the overall student performance category score and rating.

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***NOTE:*** The following NYSED SLO scoring charts will be required for scoring of any optional measure used in the STUDENT PERFORMANCE CATEGORY:

**SCORING AND RATING PROCESS FOR LOCALLY SELECTED OPTIONAL MEASURES OF STUDENT ACHIEVEMENT**

For percentages between those identified in the chart, the percentage attained shall be rounded up to the next whole percent (e.g., 79.3% becomes 80%).

<b>Target Results Scoring</b>	
<b>% of Students Meeting Target</b>	<b>Scoring Range</b>
0-4%	0
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
67-74%	14
75-79%	15
80-84%	16
85-89%	17
90-92%	18
93-96%	19
97-100%	20

	<b>Overall Student Performance Category Score &amp; Rating</b>	
	<i>Minimum</i>	<i>Maximum</i>
H	18	20
E	15	17
D	13	14
I	0	12

**SECTION III: OBSERVATION CATEGORY**

1. The parties agree that principals shall be evaluated using the Multidimensional Principal Performance Rubric, Section I, Domains 1 to 6 covering all ISLLC 2008 Standards for the Other Measures subcomponent.
2. *Each* observed element of the Multidimensional domain shall be rated by the supervisor in a holistic manner, circling the language on the rubric that best matches the performance of the principal for each element. These HEDI ratings shall be converted to a four point scale: Highly Effective = 4 points; Effective = 3 points; Developing = 2 points; and Ineffective = 1 point.
3. The superintendent (or district level designated supervisor) shall be the lead evaluator and complete announced observational visits. The person doing the required announced school visits shall also do the unannounced school visit as the required “independent observer.”
4. The rating of the Independent Observer shall constitute 10% of the rating for the Observation/School Visit Category for principals. The rating of the superintendent/supervisor shall constitute 90% of the rating for this category. (Note: specific procedures and forms shall be developed through the process outlined in Section I.)
5. The supervisor’s summative assessment shall be based, in part, on 2 visits of 60 minutes or more to the school, while in session. These will be as agreed to between the superintendent and principal. Another school visit of at least 20 minutes shall be by the “independent observer” and will also be the required unannounced observational visit. Observational School Visits are to be completed between September 15, 201\_ and June 1, 201\_, with at least one occurring after April 1, 201\_. The following optional sources of information, if provided or initiated by the principal, shall be considered observable evidence of performance by the supervisor in utilizing the rubric and instrument. These shall be provided to the superintendent at the time of an announced observational school visit.
  - a. School documents and records related to components of the rubric.
  - b. Progress on any organizational goals.
  - c. The principal’s self-analysis on the rubric for joint review and discussion.

Supervisors may use such additional documents as sources of evidence. However, any evidence to be used by the supervisor shall be presented to the principal at least two days prior to the observational visit in which it is to be used. Such evidence shall be used in only one observational visit. Evidence of performance to be used resulting from “natural conversations” shall be documented, in writing, to the principal within three days of such conversations and in the final evaluation narrative.

6. The unannounced visit shall be designated as the Independent Observer visit. Only directly observed professional performance shall be used to rate and score applicable sections of the rubric for scoring of unannounced observational visits.
7. The element scores shall be determined according to the RUBRIC SCORE WEIGHTING CHART, then averaged to determine a rubric score that shall be converted to a HEDI rating and points pursuant to the CONVERSION CHART below. Normal rounding shall apply to average element scores to match the HEDI ranges in the conversion chart.



**SECTION III: OBSERVATION CATEGORY Continued**

- 8. The rubric score and rating, with accompanying narrative comments and identification of sources of evidence utilized for each element score, shall be provided to each principal no later than June 30, 201\_.
- 9. A form to document all school visits and subsequent ratings and to calculate the final overall score and rating for this category shall be developed through the process identified in Section I.
- 10. The HEDI bands for the Observation Category, based on the average rubric score shall be:

<b>Observation Category (Rubric): Average Score* to HEDI Rating Conversion</b>	
<b><u>Average rubric score</u> **</b>	<b><u>Performance Level</u></b>
3.5 to 4.0	Highly Effective
2.5 to 3.49	Effective
1.5 to 2.49	Developing
1*** to 1.49	Ineffective

\* For all components or sub-components of a category, the Average Score may be a Weighted Average Score to determine the HEDI rating for a category, as collectively bargained.

\*\* For average scores that fall between these identified ranges, the attained average shall be rounded to the next hundredth (e.g., 1.491 becomes 1.5).

\*\*\* Where all elements of a rubric are rated as 1, law (3012-d) requires that the score for the “Observation Category” be recorded and reported as 0 (zero). (Note: This does not further impact the rating of “I” (Ineffective), which is used on the “Matrix” with the “Observation” Category Rating to determine an overall composite rating. An Ineffective rating, regardless of the score reported to determine such rating, is what is used.)



## RUBRIC AVERAGE ELEMENT SCORE - WEIGHTING CHART

DOMAINS & ELEMENTS	HEDI SCORE 1= I 2= D 3= E 4= HE	MULTIPLIER FOR WEIGHTING (AND NUM- BER FOR THE DIVISOR TO EQUATE AN AVERAGE)*	TOTAL WEIGHTED POINTS
<b>1. SHARED VISION OF LEARNING</b>			
a. Culture		3.5	
b. Sustainability		1.5	
<b>2. SCHOOL CULTURE &amp; INSTRUCTIONAL PROGRAM</b>			
a. Culture		2	
b. Instructional Program		4	
c. Capacity Building		2	
d. Sustainability		1	
e. Strategic Planning Process		1	
<b>3. SAFE, EFFICIENT, EFFECTIVE LEARNING ENVIRONMENT</b>			
a. Capacity Building		3	
b. Culture		3	
c. Sustainability		2	
d. Instructional Program		2	
<b>4. COMMUNITY</b>			
a. Strategic Planning Process: Inquiry		3	
b. Culture		1	
c. Sustainability		1	
<b>5. INTEGRITY, FAIRNESS, ETHICS</b>			
a. Sustainability		2	
b. Culture		1	

<b>6. POLITICAL, SOCIAL, ECONOMIC, LEGAL &amp; CULTURAL CONTEXT</b>			
a. Sustainability		1	
b. Culture		1	
<b>TOTALS</b>	<b>DOES NOT APPLY</b>	<b>35*</b>	
<b>AVERAGE ELEMENT SCORE (TOTAL WEIGHTED SCORE DIVIDED BY TOTAL OF MULTIPLIERS) =</b>			
<b>OVERALL RUBRIC HEDI RATING BASED ON THE AVERAGE ELEMENT SCORE =</b>			

\*Different weightings could be used that would also change the divisor to determine the average.

Note: This chart shall be incorporated into an additional form to identify the principal, observer, and school visit date as well as comments and identification of sources of evidence utilized, by element, as developed through the process indicated in Section I.

**FOR UNITS THE OPTIONAL GOAL SECTION OF LCI:**

<b>DOMAINS &amp; ELEMENTS</b>	<b>HEDI SCORE</b>  <b>1= I</b>  <b>2= D</b>  <b>3= E</b>  <b>4= HE</b>	<b>WEIGHTING MULTIPLIER</b>  <b>(&amp; DIVISOR NUMBER TO EQUATE AN AVERAGE)*</b>	<b>TOTAL WEIGHTED POINTS</b>
<b>1. SHARED VISION OF LEARNING</b>			
a. Culture		3.5	
b. Sustainability		1.5	
<b>2. SCHOOL CULTURE &amp; INSTRUCTIONAL PROGRAM</b>			
a. Culture		2	
b. Instructional Program		4	
c. Capacity Building		2	
d. Sustainability		1	
e. Strategic Planning Process		1	
<b>3. SAFE, EFFICIENT, EFFECTIVE LEARNING ENVIRONMENT</b>			
a. Capacity Building		3	
b. Culture		3	
c. Sustainability		2	
d. Instructional Program		2	
<b>4. COMMUNITY</b>			
a. Strategic Planning Process: Inquiry		3	
b. Culture		1	
c. Sustainability		1	
<b>5. INTEGRITY, FAIRNESS, ETHICS</b>			
a. Sustainability		2	
b. Culture		1	

<b>6. POLITICAL, SOCIAL, ECONOMIC, LEGAL &amp; CULTURAL CONTEXT</b>			
a. Sustainability		1	
b. Culture		1	
<b>7. GOAL SETTING AND ATTAINMENT</b>			
a. Uncovering Goals		1	
b. Strategic Planning		1	
c. Taking Action		1	
d. Evaluating Attainment		1	
<b>TOTALS</b>	<b>DOES NOT APPLY</b>	<b>39*</b>	
<b>AVERAGE ELEMENT SCORE (TOTAL WEIGHTED SCORE DIVIDED BY TOTAL OF MULTIPLIERS) =</b>			
<b>OVERALL RUBRIC HEDI RATING BASED ON THE AVERAGE ELEMENT SCORE =</b>			

\*Different weightings could be used which would also change the divisor to determine the average.

**A201\_-201\_ APPR MOA  
BETWEEN XXSD AND XXXX**

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**SECTION IV: 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 within 10 district work days after the issuance of the final evaluation rating. 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 be provided by the district to achieve goals.
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.

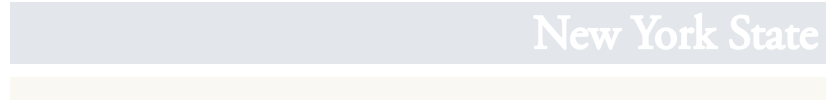
## PRINCIPAL IMPROVEMENT PLAN

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Name of Principal \_\_\_\_\_

School Building \_\_\_\_\_ Academic Year \_\_\_\_\_

Deficiencies that contributed to 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. Such summary shall be signed by the superintendent and principal with the opportunity for the principal to attach comments.

**201\_-201\_ APPR MOA  
BETWEEN XXSD AND XXXX**

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**SECTION V: PRINCIPAL APPR APPEAL PROCESS**

**CHALLENGES IN AN APPEAL:**

Appeals are limited to those identified by Education Law, as follows:

1. The substance of the annual professional performance review, which shall include the following:
  - a. In the instance of a principal 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);
2. The school district's or board of cooperative educational services' adherence to the standards and methodologies required for such reviews;
3. The adherence to the Commissioner's regulations, as applicable to such reviews;
4. Compliance with any applicable locally negotiated procedures applicable to annual professional performance reviews or improvement plans; and
5. The school district's or board of cooperative educational services' issuance and/or implementation of the terms of the principal improvement plan.

**RATINGS THAT MAY BE APPEALED:**

Appeals of annual professional performance reviews may be initiated by any principal for ineffective and developing ratings or any rating tied to compensation. An appeal may only be initiated once a principal receives the overall composite score and rating.

**PROHIBITION AGAINST MORE THAN ONE APPEAL**

A principal may not file multiple appeals regarding the same performance review. The issuance of an improvement plan may prompt an appeal independent of the performance review. The implementation of an improvement plan may be appealed upon each alleged breach thereof. All grounds for appeal must be raised with specificity within such appeal. Any grounds not raised shall be deemed waived.



## **TIME FRAME FOR FILING APPEAL**

All appeals shall be filed in writing. The act of mailing the appeal shall constitute filing.

An appeal of a performance review must be filed no later than fifteen (15) business days of the date when the principal receives their final and complete annual professional performance review. If a principal is challenging the issuance of a principal improvement plan, appeals must be filed with fifteen (15) business days of issuance of such plan. An appeal of the implementation of an improvement plan shall be within fifteen (15) business days of the failure of the district to implement any component of the plan.

The failure to file an appeal within these timeframes shall be deemed a waiver of the right to appeal and the appeal shall be deemed abandoned. An extension of the time in which to appeal may be granted by the Superintendent upon written request.

When filing an appeal, the principal must submit a written description of the specific areas of disagreement over his or her performance review, or the issuance and/or implementation of the terms of his or her improvement plan. Supportive evidence about the challenges may also be submitted with the appeal. Any additional documents or materials relevant to the appeal must be provided by the district upon written request for same. The performance review and/or improvement plan being challenged must also be submitted with the appeal.

## **TIME FRAME FOR DISTRICT RESPONSE**

Within ten (10) business days of receipt of an appeal, the district must submit a detailed written response to the appeal. The response must include all additional documents or written materials relevant to the point(s) of disagreement that support the district's response. Any such information that is not submitted at the time the response is filed shall not be considered on behalf of the district in the deliberations related to the resolution of the appeal. The principal initiating the appeal shall receive a copy of the response filed by the school district, and all additional information submitted with the response, at the same time the school district files its response. Additional material supporting the challenges may be submitted by the principal up to the date of the hearing.

## **DECISION PROCESS FOR APPEAL**

Within five (5) business days of the district's response, a single individual hearing officer shall be chosen from the list of hearing officers approved mutually by the district and bargaining unit representing the principals.

The parties agree that:

- a. The hearing officer shall hear appeals in a timely manner after the appeal is made, but in no event shall it be less than five (5) business days or more than fifteen (15) business days after the hearing officer is selected.
- b. The hearing shall be conducted in no more than one business day unless extenuating circumstances are present and the hearing officer agrees to a second day.
- c. The parties shall have the ability to be represented by either legal counsel, union representative, or appear pro se;
- d. The parties shall exchange an anticipated witness list no less than two (2) business days before the scheduled hearing date;
- e. The principal shall have the prerogative to determine whether the appeal shall be open to the public or not;
- f. The district shall have the opportunity to present its case supporting the rating or improvement plan and then the principal may refute the presentation. These may include the presentation of material, witnesses and/or affidavits in lieu of testimony.

## DECISION

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A written decision on the merits of the appeal shall be rendered no later than ten (10) business days from the close of the hearing. Such decision shall be a final administrative decision.

The decision shall set forth the reasons and factual basis for the determination on each of the specific issues raised in the appeal. The reviewer must either, affirm, set aside or modify a district's rating or improvement plan. A copy of the decision shall be provided to the principal and the district representative.

### EXCLUSIVITY OF THE APPEAL PROCEDURE

This appeal procedure shall constitute the means for initiating, reviewing and resolving challenges to a principal performance rating or improvement plan.

### OTHER

1. The district and bargaining unit for the principal shall maintain a list of no less than three (3) mutually agreed upon hearing officers.
  2. Appeals shall be assigned to hearing officers on a rotational basis, alphabetically by last name.
  3. The cost of a hearing officer shall be the responsibility of the district.
  4. In addition to any further limitations agreed to within the APPR agreement, an evaluation shall not be placed in a principal's personnel file until either the expiration of the fifteen (15) business day period in which to file a notice of appeal without action being taken by the principal or the conclusion of the appeal process described herein, whichever is later.
  5. A principal who takes advantage of the appeals process described herein does not waive his/her right to submit a written rebuttal to the final evaluation. A principal who elects to submit a written rebuttal to his her evaluation prior to the expiration of the fifteen (15) business days in which to file a notice of appeal does not waive her/his right to file an appeal.
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**201\_-201\_ APPR MOA  
Between XXSD and XXXX**

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**SECTION VI: ATTACHMENTS**

- LCI Multidimensional Rubric, Section I, Domains 1 to 6 (to be attached)
- List of NYSED approved assessments to be used for the optional measures in the Student Performance Category (to be attached)

New York State

**APPENDIX: SAMPLE SUMMARY FORM**

**Somewhere Central School District  
Principal Annual Professional Performance Review Summary**

Principal's Name \_\_\_\_\_

Position/Site \_\_\_\_\_

School Year \_\_\_\_\_

Evaluator's Name \_\_\_\_\_

Supervisor's school visit dates: \_\_\_\_\_

Independent Observer's visit dates: \_\_\_\_\_

Date of Summative Evaluation: \_\_\_\_\_

STUDENT PERFORMANCE CATEGORY RATING: : \_\_\_\_\_

NYSED GROWTH SCORE OR SLO SCORE/RATING (50%):

\_\_\_\_\_/\_\_\_\_\_

OPTIONAL STUDENT PERFORMANCE SCORE/RATING (50%):

\_\_\_\_\_/\_\_\_\_\_

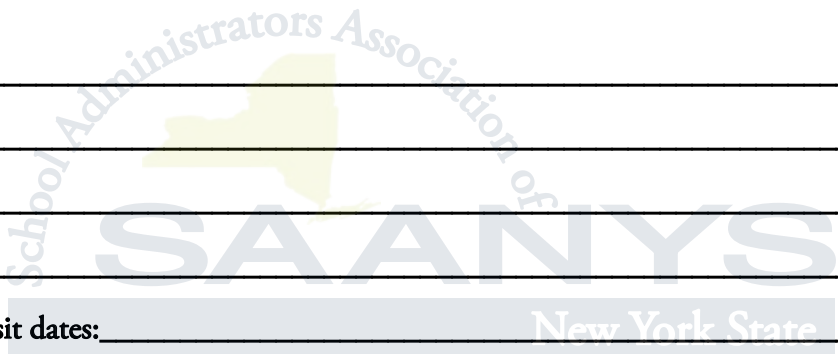
OBSERVATION CATEGORY RATING: \_\_\_\_\_

SUPERVISOR SCORE/RATING (90%):

\_\_\_\_\_/\_\_\_\_\_

INDEPENDENT OBSERVER SCORE/RATING (10%):

\_\_\_\_\_/\_\_\_\_\_



## EVALUATION MATRIX RATING

OBSERVATION					
STUDENT PERFORMANCE		HIGHLY EFFECTIVE (H)	EFFECTIVE (E)	DEVELOPING (D)	INEFFECTIVE (I)
	HIGHLY EFFECTIVE	H	H	H	E
EFFECTIVE	H	H	E	E	D
DEVELOPING	E	E	E	D	I
INEFFECTIVE	D (or I) *	D (or I) *	D (or I) *	I	I
* If a State-designed supplemental assessment was included as an optional sub-component, the teacher can be rated no higher than Ineffective overall with a Student Performance rating of "I".					

APPR Overall Rating (HEDI): \_\_\_\_\_

Supervisor's Signature and date \_\_\_\_\_

Principal's Signature and date \_\_\_\_\_



# NOTES

**IMPORTANT NOTES FOR EACH SECTION:**  
**SAANYS Sample Principal APPR Agreement (August 3, 2015)**

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**These are best used if separated out and viewed alongside each section of the agreement to frame discussions and local decision making.**

- There are many places in this sample where units could be much more specific regarding expectations on the district, time frames, and other items. This sample generally takes a “middle of the road” approach to specificity.
  - This is designed as an addendum to the CBA (Collective Bargaining Agreement) to only address requirements under the law (3012-d). Evaluation procedures for other unit members should be handled in a separate addendum or as part of the evaluation article in the contract. Keep this addendum focused on those required under 3012-d: principal or those who serve like principals in a BOCES.
  - This sample is based on 3012-d of 2015 and subsequent NYSED regulations and guidance. Be aware that there may be further changes. Each new revision of this document will be dated.
  - As of the publication date of this document, necessary information from NYSED regarding the optional measures of Student Performance is not available. For that reason, SAANYS does not believe it is possible to fully negotiate an APPR agreement consistent with 3012-d. Units will have to proceed “in good faith” to reach agreement where possible in order to support any application for a “hardship waiver.” (See the SAANYS APPR: 3012-d Negotiations Resource Packet for further information).
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## SECTION I GENERAL AGREEMENT NOTES

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- Dates for the CBA and a reference to the evaluation article in the CBA, if one exists, need to be inserted (Delete the reference to an article in the contract if no evaluation provision exists.)
  - Section I is designed to be an overview of the basic negotiated points of the APPR plan. It can be signed by both parties as the core of the agreement. Other sections are referenced here and attached to this core agreement to address specific processes, forms, instruments, etc.
  - **Item #1, Application:** We strongly suggest that the first APPR agreement have a short “shelf life” as it is unlikely either the unit or district will be satisfied with the first settlement. If they are, it can always be extended. There is also the possibility that law and regulation will change, which would require renegotiation of APPR provisions. We also strongly suggest it only apply to those required by law – principals or, for BOCES, those serving in titles that have responsibilities similar to a principal. For principals on special assignment, not serving in that capacity, it is unclear as to when they would need to be included in 3012-d APPR evaluation procedures; contact SAANYS for analysis of the specifics of any such instance.
  - **Item #2 Student Performance Category re SLOs:** We include this optional language, knowing there is a requirement under the law that the SLO process be used where no state growth or value added score will be generated (e.g., high school, primary school, CTE, and Special Education principals). NYSED has now also taken the position that all teachers and principals who expect to receive a state growth score must also do “back-up” SLOs. SAANYS and others are opposing this additional burden on districts, teachers, and principals. Districts may resist including any language regarding SLOs as NYSED has taken the position that the SLO process is not a negotiable item. SAANYS does not agree. (See the SAANYS APPR: 3012-d Negotiations Resource Packet for further information.)
  - **Item #3, Lead Evaluator and Observers:** Will someone else be lead evaluator? If it is not the superintendent (or designated district supervisor), as identified here, all subsequent language will have to be revised to match the expectation here. Who else might be an “independent observer” (but not lead evaluator)? Units will need to decide this critical question. NYSED has “allowed” for the possibility that the same person can serve in both observer roles as long as that person is not connected to the building BEDS code. Principals may want to have two people with input in this category rather than having the same person serve in both “observer” roles as here. [At this time, SAANYS does not recommend using the “Peer Observer” option.]
  - **Item #4, Rubric:** This agreement utilizes the LCI Multi-dimensional Rubric. Other approved rubrics could be used similarly. In the LCI application to NYSED for rubric approval, the last section “Other” (goals related) is indicated as optional. The six domains cover all ISLLC standards. Note: Surveys are now “prohibited” sources of evidence by law.
  - **Item #5, Final evaluation:** This should be included, consistent with law, to incorporate such expectations into the agreement. The chart here is from a NYSED document. Although it only references “teaches” it applies to principals as well.
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## SECTION I GENERAL AGREEMENT NOTES continued

- **Item #6, Improvement Plan:** Language which reiterates what is in law and/or regulation but also includes a date for issuance of an improvement plan which units may wish to alter. The “mutually agreed upon” qualifier is not a requirement of law/regulation. Districts may not want to agree to this but it is worth consideration. Also, the districts now have until October 1 to issue improvement plans. SAANYS believes principals should be receiving final evaluations and ratings long before then and should have any required improvement plan in place as soon as possible, preferably over the summer, given the work year of a principal. NYSED has now taken the position that improvement plans are not negotiable items. SAANYS does not necessarily agree. (See the SAANYS APPR: 3012-d Negotiations Resource Packet for further information).
- **Item #7, Appeal Process:** Identifies what ratings can be appealed and for what reasons (those in the law, which are spelled out in the attachment). There may be resistance to an appeal to anything but ineffective ratings and for anyone but tenured principals, but units should hold firm on what is proposed here. It is increasingly common for compensation, especially related to grants, to be tied to evaluation ratings (usually Highly Effective). Also, there are serious tenure implications for newly hired probationary principals that necessitate them being able to appeal anything less than Effective. There will surely be resistance to the attached process. Some districts have attempted to limit appeals to tenured administrators. We do not recommend agreeing to that.
- **Item #8, Procedures and forms:** This is important to assure the mutual development of subsequent forms to implement evaluation so that they are consistent with negotiated provisions. These can be attached in an Appendix, if desired, as developed.
- **Item #9, Successor Addendum negotiations:** This optional item identifies a date to enter negotiations for the successor. If included, it will need to match the dates of this addendum agreement. Again, we recommend a “sunset” of a year or two separate and apart from the time frame of the CBA.

## SECTION II: LOCAL MEASURES OF STUDENT ACHIEVEMENT (THE 50% OPTIONAL MEASURE) STUDENT PERFORMANCE CATEGORY) NOTES

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### §3012-d “Student Performance” Category considerations:

1. Whether to use an optional sub-component. If so:
  - a. Which sub-component: another state provided growth score (NOT recommended) or a locally determined growth target measure using NYSED developed or approved assessments? (Note: These are not likely to be available until late summer or early fall, 2015. This makes it virtually impossible to negotiate this section of APPR before then)
  - b. What % of this category rating will be from this optional score (you can negotiate up to 50%)?
  - c. What approved measures will be used (when available)?
  - d. Process for determining growth targets (annually?); who decides?
  - e. For what period of time must students be enrolled in the building before their score is attributed to the principal? Are there other parameters to include (e.g., the availability of an appropriate baseline assessment)? (NOTE: These questions may also apply to SLOs.)
  - f. How will you negotiate “controls” for Spec. Ed., ELL, and poverty?
  - g. What rounding method will you use for scores between those identified on the chart?
  - h. How will you calculate the score/rating for this option, if multiple targets are used?
2. If SLOs are necessary for principals in your unit (and under current NYSED regulation, they are now required as “back-up” even if a state growth score is expected), what expectations are there for submission and approval? (Districts may claim this is not negotiable. However, as an evaluation procedure, that is an open question. Also, if already in your APPR agreement, our position is that has become a mandatory topic of bargaining, regardless of any decision about whether it is initially negotiable or not.)
3. In negotiating such an optional achievement target setting process for this category, units and, perhaps, individuals, would have to carefully craft targets, given the required target scoring chart, to maximize the chance for points. With multiple targets and related scoring, a process to handle the scoring may need to be negotiated, depending on NYSED regulation and guidance. It will be important to set realistic and achievable achievement targets to maximize successful recognition of a principal’s work. The number of targets is also critical. Few will provide ease of management but potential for a narrow view of student achievement. Many may become a manageability issue. Attendance may not be used to exclude students on this component.
4. Include parameters of what students will be included in the “cohort” for optional measures of student performance (unless not allowed by upcoming NYSED regulation.)
5. Include “controls” for Spec. Ed., ELL, and poverty.
6. In this sample, we use a rounding process that moves an earned percentage between those on the required chart to the next whole percentage. Districts may want “normal rounding.”

### SECTION III: "OBSERVATION/SCHOOL VISIT" CATEGORY

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#### §3012-d "Observation" Category (Professional Performance) considerations:

1. Principal rubric to be used (Are you satisfied with the one you currently use? If not, which one would you propose?)
2. Does your current rubric scoring process match the expectations of the new law/regulation? If so, are you happy with it? If it doesn't fit new expectations, what will you use? The suggested process in this SAANYS SAMPLE APPR AGREEMENTS will work
3. Will you weight any elements of the rubric as more (or less) important? If so, how will you differentiate?
4. Definition of school visits: when, length, number (2 required – one unannounced), expectations of what will be observed and how. Will there be different expectations for tenured vs. probationary principals?
5. How will school records and documents be utilized as part of the visit/observation process?
6. Will organizational goals be part of the process? If so, how?
7. Will superintendent be the lead evaluator for the principal (typically recommended)?
8. Who will be the "independent observer"? (Can be the same supervisor who does the "regular" visit.) What % will be given to the independent observer? (10 to 20%; Lead evaluator must have at least 80%).
9. Will you use a peer observer? If so, who and what % will be given to that person? (Some portion of no more than 20% total for independent and peer observers; the mix is negotiable.) SAANYS does not recommend this option at this time.
10. Which type of observation(s) will be unannounced?
11. What will be the "cut points" and scoring ranges for determining HEDI levels of performance? (NOTE: regulation allows a range; units should insist on the 1.5, 2.5, and 3.5 cut points as the most advantageous and logically consistent with normal rounding procedures; anything else disadvantages principals).
12. What rounding method will you use for average scores that fall between the scores on the chart?

## Additional Notes:

- If goals are to be used as a source of evidence, they must be “organizational goals” related to elements of the rubric. SAANYS believes this can be broadly interpreted to include professional growth (skills) goals as all districts should expect and encourage continued professional growth as educational organizations. If you regularly develop district and building goals, it is possible to have them incorporated into the assessment on the rubric. Many rubrics contain language about goal setting and LCI includes it as an optional component of the rubric.
- SAANYS recommends rating and scoring each element of a rubric “observed”, even if weighted. Units wishing to look at a more general approach, either by component or subsections, should be aware that a system that assigns points for sections or components may present challenges to reach a desired “score” and rating on this component. The fewer scores to be averaged, the greater impact one low score will have on the average and subsequent HEDI rating for this category.
- In this sample, we use a rounding process that moves an earned percentage between those on the required chart to the next whole percentage. Districts may want “normal rounding”.
- A summary mechanism is needed to track points earned on the rubric. This sample agreement incorporates a method to give varying weight to rubric elements. These weightings are strictly for example only and do not represent any recommended weighting by SAANYS. Units will need to determine whether to use a weighting to increase or decrease the relative value of certain elements or sections of a rubric.

## SECTION IV: IMPROVEMENT PLAN NOTES

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### §3012-d “Observation” Category (Professional Performance) considerations:

(NOTE: NYSED has taken the position that improvement plans are within the authority of school districts to develop and implement. Some law firms representing districts have already advised their clients to remove all language regarding improvement plans. SAANYS does not agree with this and believes that improvement plans are a mandatory topic of bargaining once in a negotiated agreement. Please continue to propose language that addresses the improvement plan process. If the district refuses, contact SAANYS immediately for assistance in addressing this issue.)

New York State

### §3012-d Improvement Plan Considerations:

1. Structure of process (e.g., opportunity to confer with person issuing the Plan)
2. Required documentation required from principal
3. Required resources needed to accomplish plan
4. Completion date
5. Formative review process to protect principal from “surprises”
6. Requirement for a written, documented summary of the PIP completion and accomplishments should be required from the supervisor.

### Additional Notes:

- This agreement outlines a basic improvement plan process. It includes required components but there are other pieces, with more specificity for time frames, feedback, etc. that could be added.
- It does identify two formative meetings; units may wish to add more or adjust dates; written feedback should be required in conjunction with these meetings as well as upon completion of the improvement plan.

## SECTION V: APPEAL PROCESS NOTES

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Strongly consider improvements to any current appeals process that has severe limitations.

### §3012-d Appeals process considerations:

1. Who should hear the appeal
2. What ratings may be appealed (Should be “I”, “D”, and any rating tied to compensation)
3. What may be appealed? (Use all identified in 3012-d. This includes the newly identified appeal of an “anomaly” for a principal receiving an overall “I” when the “Observation School Visit” Category is “HE” and the Student Performance Category is “I”.)
4. Who may appeal?  
NOTE: SAANYS strongly recommends you include language to allow any principal to appeal for all ratings included in your agreement. It will be especially important now, with new rules for the granting of tenure, that probationary principals be allowed to appeal any rating less than “Effective.”
5. Manner in which the meeting/hearing will be conducted
6. Time period within which the principal may file an appeal (Be careful to include separate time frames for appeal of the issuance or implementation of a PIP)
7. Timeline for district response to an appeal
8. Definition of “substance”
9. Selection of hearing panel or individual
10. Nature of appeal (place, time, ability to provide documentation or witnesses, opportunity to be represented)
11. Who should bear the costs
12. Timeline for acting on appeal
13. Who conducts the evaluation following an appeal

The process in this sample agreement is based on the SAANYS recommended appeal process but may be difficult to achieve. Units will need to carefully negotiate this section and work to maximize protection for members.

- Time frames may be adjusted.
- Reasons should include all allowed in law, not just those listed in SED guidance sample; appeals of implementation of an improvement plan should be different and have different time frames than appealing the issuance of an improvement plan.
- Districts may want burden of proof shifted to the appellant to prove the evaluation rating is wrong.
- Other options as to who will hear appeals include but are not limited to:
  - The final step in the grievance procedure if it ends in binding arbitration (may be difficult)
  - Use of multi-person outside panels (likely to be more difficult to get than the model presented)
  - Internal hearing committees (panels – one chosen by the unit, one by the district, one mutually agreed upon); these could also be the first step in a multi-step process
  - The Board of Education or some sub-committee; the superintendent if someone else writes the evaluations (not recommended by SAANYS)
  - A local BOCES hearing procedure service
  - A multi-leveled approach where one process applies for a principal’s first appeal and another for the second consecutive detrimental evaluation
  - Identifying different processes for the appeals of ratings vs. an appeal regarding an improvement plan



## SECTION V: APPEAL PROCESS NOTES

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- Remember that even SED, in its flawed model appeal process and guidance document, indicated that the person responsible for determining the overall score and rating should not be deciding an appeal
- Be cautious about language that limits any and all other action regarding APPR (some law firm samples do this)
- Be cautious about language that unreasonably restricts who can appeal

This may well be the most difficult component in negotiations. SAANYS recommends negotiating the strongest protection possible, given the implications of APPR under §3012-d.

## SECTION VI: ADDITIONAL ATTACHMENT NOTES

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- The list of NYSED approved assessments used in the district should be part of the agreement.
- While not necessary to attach the actual negotiated rubric in the agreement, it may be helpful; at the very least information on how to get access to the rubric should be provided.

### APPENDIX NOTES

The form included here is just one of many that may be needed to fully implement an APPR agreement for principals. Section I identifies a process and time frame for the development of such forms. All could be incorporated into the APPR agreement, but do not necessarily have to be included.

**REMEMBER:** Units need to make multiple decisions about ALL negotiable aspects of APPR. This sample made certain decisions but should not be viewed as recommended to be the “best” decisions for a unit. Units will also be faced with different perspectives from the district on all aspects of the process. Additionally, the impact of the governor’s budget bill will not be final until the budget is passed. This is our best attempt to construct at least one sample agreement based on the law, current regulations, and various NYSED documents as we read and interpret them. There are still significant differences of interpretation as well as some inconsistencies across the source documents. This “NOTES” section will be updated as we receive feedback. There may also be revisions based on changes in law or regulation. SAANYS will continue to provide updates in communications to members and on our website. Assistance is available to every unit in proceeding with negotiation of APPR provisions.

**Regularly check the following websites for updates:**

**NYS Education Department:**

[www.nysed.gov](http://www.nysed.gov)

**Engage New York:**

<http://engageny.org/>

**SAANYS Website (Members only section):**

[www.saanys.org](http://www.saanys.org)

