

AGREEMENT*

BETWEEN

BOARD OF EDUCATION, HEMPSTEAD PUBLIC SCHOOLS

AND

HEMPSTEAD CLASSROOM TEACHERS ASSOCIATION

July 1, 2011 through June 30, 2013

TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE I – RECOGNITION.....	1
ARTICLE II – DUES DEDUCTION AND REMITTANCE.....	2
ARTICLE III – PAYROLL DEDUCTIONS	3
ARTICLE IV – AGENCY SHOP	3
ARTICLE V – FACULTY MEETINGS; CALENDAR AND SCHEDULE	4
ARTICLE VI – BUILDING OPERATING PROCEDURES	6
ARTICLE VII – HANDLING OF CHILDREN WITH SPECIAL EDUCATIONAL NEEDS AND DISRUPTIVE CHILDREN	6
ARTICLE VIII – TEACHERS’ SCHOOL DAY; TEACHING AND PREPARATION PERIODS.....	7
ARTICLE IX – CLASS SIZE	14
ARTICLE X – NON-TEACHING TIME WITHIN SCHOOL DAY	15
ARTICLE XI – PARENT/TEACHERS CONFERENCES.....	16
ARTICLE XII – SICK LEAVE; EXTENDED SICK LEAVE	17
ARTICLE XIII – DEATH IN THE FAMILY	19
ARTICLE XIV – CHILD CARE.....	19
ARTICLE XV – JURY DUTY	20
ARTICLE XVI – PERSONAL BUSINESS LEAVE.....	20
ARTICLE XVII – HEALTH INSURANCE: DENTAL PLAN	21
ARTICLE XVIII – CONFERENCE ATTENDANCE	24
ARTICLE XIX – TEACHING ASSISTANTS.....	25
ARTICLE XX – CLERICAL ASSISTANCE	25
ARTICLE XXI – PLAYGROUND AND LUNCHROOM ASSISTANCE	26
ARTICLE XXII – SELECTION AND RETENTION OF TEACHERS	26

ARTICLE XXIII – TEACHER EVALUATION.....	26
ARTICLE XXIV – TRANSFERS	30
ARTICLE XXV – PROMOTIONS.....	32
ARTICLE XXVI – SABBATICAL LEAVE.....	33
ARTICLE XXVII – SUMMER AND SPECIAL SCHOOLS	35
ARTICLE XXVIII – EXTRA CURRICULAR ACTIVITIES.....	36
ARTICLE XXIX – SALARY SCHEDULES; NOTIFICATION OF ASSIGNMENTS AND SALARIES.....	40
ARTICLE XXX – GRIEVANCE MACHINERY AND PROCEDURES	41
ARTICLE XXXI – THE PROFESSIONAL COUNCIL	46
ARTICLE XXXII – MISCELLANEOUS.....	46
ARTICLE XXXIII – OFFICE AND INSTRUCTIONAL SUPPLIES.....	48
ARTICLE XXXIV – CLASSROOM VISITATION	49
ARTICLE XXXV – TEACHERS’ SCHEDULES AND ASSIGNMENTS.....	49
ARTICLE XXXVI – BOARD AGENDA AND MINUTES.....	49
ARTICLE XXXVII – EXTRA CLASS COVERAGE	49
ARTICLE XXXVIII – PERSONAL PROPERTY LOSS	50
ARTICLE XXXIX – LIABILITY INDEMNITY	50
ARTICLE XL – SCHOOL CALENDAR	50
ARTICLE XLI – DUTY ADMINISTRATOR.....	51
ARTICLE XLII – ORGANIZATIONAL CHARTS; LINES OF AUTHORITY	51
ARTICLE XLIII – COMPLETION OF PROJECTS AND STUDIES.....	51
ARTICLE XLIV – SCHOOL SECURITY; PARKING AREA SECURITY; PARKING FACILITIES	51
ARTICLE XLV – PLANNING FOR INSTRUCTION	52
ARTICLE XLVI – LOUNGES.....	52

ARTICLE XLVII – LOCKED SPACE.....	52
ARTICLE XLVIII – RETIREMENT AND SEPARATION COMPENSATION.....	53
ARTICLE XLIX – TAYLOR LAW SECTION 204-A.....	55
ARTICLE L – PAYDAYS.....	56
ARTICLE LI – CONTRACT RESPONSIBILITY OF PARTIES.....	56
ARTICLE LII – CONFORMITY TO LAW.....	56
ARTICLE LIII – DURATION.....	56
APPENDIX A SALARY SCHEDULE.....	58
SUPPLEMENT TO APPENDIX A (FORMERLY APPENDICES A1, A2, & A3).....	59
APPENDIX B - ADDITIONAL COMPENSATION	62
SUMMER RATES.....	62
ADULT EDUCATION RATES.....	63
INTERSCHOLASTIC ATHLETICS.....	64
ANNUAL PROFESSIONAL PERFORMANCE REVIEW MEMORANDUM OF AGREEMENT.....	67
EXHIBIT A – THE ANNUAL PROFESSIONAL PERFORMANCE REVIEW (“APPR”) PLAN 1. STATEMENT OF PURPOSE.....	A1
EXHIBIT B – GROWTH AND LOCAL ASSESSMENTS FOR APPR.....	B1
EXHIBIT C – NYSUT’s TEACHER PRACTICE RUBRIC *2012 EDITION*.....	C1
EXHIBIT D – HEDI RATING CONVERSION CHART.....	D1 & 2
RUBRIC TEACHER CONVERSION CHART.....	D3
APPR DISTRICT CERTIFICATION FORM.....	D4

AGREEMENT made this 20th day of December 2012, by and between the Board of Education, Hempstead Union Free School District, Town of Hempstead, New York (hereinafter referred to as the "Board"), and Hempstead Classroom Teachers Association (hereinafter referred to as the "Association").

WITNESSETH:

WHEREAS, the Association, as the duly recognized majority representative of the teachers employed in the School District, and the Board by their negotiation representatives have met and negotiated collectively over revisions and modifications in the wages, hours and terms and conditions of employment for the professional staff described in Article "I" herein, and have reached certain understandings which they desire to confirm in this Agreement,

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I – RECOGNITION

A. In accordance with Article 14 of the New York Civil Service Law, the Board recognizes the Association as the sole and exclusive representative of the professional staff (hereinafter referred to as the "teacher") employed in the School District, excluding administrative and supervisory personnel such as the superintendent, assistant superintendent, principals, assistant principals, assistant to the principals, directors and full-time coordinators.

B. The District shall forward to the Association a roster of names, addresses and positions of all employees within the bargaining unit prior to the opening of school in September and shall thereafter notify the Association of any changes or additions no later than 30 days thereof.

ARTICLE II – DUES DEDUCTION AND REMITTANCE

A. Teachers may authorize the Board to deduct from their salary and transmit to the Association and/or to the New York State United Teachers the membership dues and/or assessments which have been certified in writing to the Board by the respective Associations. The said deduction shall be made at each pay period in accordance with a schedule provided by the Association to administration.

B. Teachers waive all rights and claims against the Board for the monies so deducted and transmitted in accordance with their authorization, and relieve the Board and its officers and representatives from any liability therefor.

C. In addition to the individual teacher's authorization, the Association shall certify to the Board the names of all teachers authorizing dues deductions pursuant to paragraph A and the organizations so designated. The said dues deduction authorization, a copy of which is annexed hereto as **APPENDIX A** shall continue as therein provided, subject to any applicable provision of law.

D. In the event that there is an increase in dues or an assessment made effective subsequent to the first pay period in November, the same shall be likewise subject to salary deductions on the same basis as provided for above in paragraph A.

ARTICLE III – PAYROLL DEDUCTIONS

A.1 The District will make available to teachers a payroll deduction plan for those members of the staff who are members or who desire to become members of the Nassau Educators Federal Credit Union and for contributions to tax deferred annuity and investment programs.

A.2. Teachers may authorize the Board to deduct from their salary VOTE/COPE contributions. Such deductions shall be made once during the school year on November 15, providing that notice has been given by the employee to the School District no later than September 30. Any moneys so deducted shall be transmitted by the School District to VOTE/COPE.

ARTICLE IV – AGENCY SHOP

Pursuant to section 208(3)(b) of the Civil Service Law, the Board agrees to deduct from the salary of any employee who is included or described in Article I(A), but who is not a member of the Association, an amount equivalent to the amount of dues by a member of the Association and that said deduction shall be made and remitted to the Association in accordance with Article II(A).

Any teacher from whom an Agency Shop fee has been deducted pursuant to this provision, who has any objection thereto, shall be limited to processing his/her objection in accordance with the Association's appeal procedures contained in a separate document governing such appeals, a copy of which is appended hereto for reference and information purposes only, and shall not otherwise be deemed an integral part of this agreement. The Association's appeal grounds and appeal procedures will at all times be no less than the minimum standards required by law.

The Association shall indemnify the Board for any monetary claim against it by any teacher which may arise out of or by reason of the Board's compliance with this provision. Such indemnity shall be limited to the actual monetary amount which any teacher may successfully establish was deducted by the District and was transmitted to the Association illegally. Indemnity shall also include the providing of legal services and court costs, if any.

The Association shall supply the Board with a list of its members at least 15 days prior to the deductions for agency fee. Employees whose names do not appear on such list shall be subject to the agency fee procedures in this Article.

ARTICLE V – FACULTY MEETINGS: CALENDAR AND SCHEDULE

A. By the opening of school in September of each school year, a calendar of all regularly scheduled faculty meetings, including but not limited to District, Building, and Department meetings, shall be made available to the entire professional staff. Wherever possible, in-service courses shall not be scheduled to conflict with such scheduled meetings. Wherever possible, announcements of in service courses shall be made during the preceding school semester. The Administrator or Department Chairman shall provide an agenda for the regularly scheduled faculty meeting at least 48 hours before said meeting. In emergencies and in case of late developments, items may be added to the agenda.

B. Regularly scheduled Building Faculty Meetings shall be held once a month. A principal may also call additional meetings for the entire staff or for those members of faculty who are affected by the problem to be discussed. With regard to additional meetings of the entire staff, it is agreed that such meetings shall not be called for the presentation of techniques or course content on a particular subject or subject areas.

Additional meetings for such purpose shall be limited to those members of the faculty who are affected by the techniques or course content. Faculty meetings shall not be called to distribute or disseminate information where such distribution or dissemination can be accomplished by written memorandum. It is also agreed that faculty meetings are not necessary where teacher input is neither required nor requested, except for emergency situations. An emergency shall be defined to mean a reason or purpose for the meeting which arises in insufficient time to communicate same to the staff in other forms and which necessitates immediate action. In consideration of the fact that faculty meetings normally take place at the end of the school day, it is agreed that both the administrator who schedules a meeting and the teachers whose attendance is required, shall make every effort to arrive at the meeting at the appointed time. Except for emergencies or late developments, the principal shall furnish 48 hours notice of said additional meetings and provide an agenda at least 48 hours before said meetings. Except for late developments or emergencies, teachers may submit to the principal, at least 48 hours before the meeting, items which the teachers may want discussed at any regularly scheduled or additional meeting.

C. It is understood and agreed that a faculty meeting will not last longer than 60 minutes unless extended by mutual agreement, provided, however, that faculty meetings which start prior to the end of the regular scheduled school day shall not be limited in length, except that, absent emergencies, they will end no later than 60 minutes after the end of the regular scheduled school day. Absent an emergency, faculty meetings shall not be held on Friday or on the day before a holiday, or the start of a recess period.

D. The last day of school each year shall be a half day for students in elementary schools. Elementary school teachers shall utilize the remainder of the day for end-of-year record keeping. Past practice in the secondary school shall continue.

ARTICLE VI – BUILDING OPERATING PROCEDURES

For each building a committee consisting of the principal or his/her designee, and at least three teachers, shall work up an operating procedures handbook for the professional staff which shall be finalized by no later than November 1st, of each school year. Such operating procedures handbook shall be made available to all of the professional staff at each building. Prior to the implementation of any operating procedures handbook, a copy shall be submitted to the Board and to the Association so that in the event either party concludes that the handbook of a particular building conflicts with this Agreement, the handbook will not be implemented until such conflict is resolved.

ARTICLE VII – HANDLING OF CHILDREN WITH SPECIAL EDUCATIONAL NEEDS AND DISRUPTIVE CHILDREN

The adjustment of behavioral problems is the joint responsibility of teachers, administrators and parents. To that end, the following procedures shall be implemented:

a) A teacher, in exercise of his/her professional judgment, may send a student to the principal or his/her designee for disciplinary action. These offenses shall be, but not necessarily limited to, such as: consistent use of profanity or obscenity; deliberate and open defiance of authority; fighting; wanton destruction of school property; verbal abuse.

b) Teachers shall, on the day of referral, submit in writing a detailed report of the behavior of the student to the principal. The teacher involved and the principal, or his/her designee, shall meet on the day of referral to discuss the appropriate course of action.

c) Following such meeting, if the principal or his/her designee decides that a conference involving the parent is indicated, he/she shall notify the parent as soon as possible requesting that a conference be held within 48 hours.

d) Suspension by the principal may result from any persistent disobedience that interferes with effective instruction or the well-being of any student.

e) The Board acknowledges the principle that where need is indicated (e.g., a child is disruptive to the regular classroom situation and does not qualify for BOCES placement) it shall establish a special program for such child and said child shall be placed in such a special program expeditiously.

f) There shall be an automatic Superintendent's hearing in any case where a teacher claims to have been physically assaulted by a student.

ARTICLE VIII – TEACHERS' SCHOOL DAY; TEACHING AND PREPARATION PERIODS

A. The School day for all teachers in the elementary school, including pre-kindergarten, shall be seven hours. Effective December 21, 2006, "The length of the school day for all teachers shall be extended to seven hours and 45 minutes on three Wednesdays each month of the school year. This additional 45 minutes shall be utilized for team meetings and professional development as scheduled and at the direction of the District. Where the District determines that more than 45 minutes is needed for professional development, but not more than 90 minutes, such time will count as two periods. This time will not be scheduled in the same week in which there are state exams, mid-term exams, final exams, open houses as set for in Article VIII(H), parent-teacher conferences as set forth in Article XI, the last week of school or in the same week in which teachers are required to remain after school for faculty meetings as set forth in Article V; provided that there shall be no fewer than 17 such Wednesday meetings nor more than 22 in a school year; and provided further, that the number of such meetings shall be pro-rated for the remainder of the 2012-2013 school year and shall commence with the 2nd semester of the 2012-2013 school year. In addition, commencing each May 15th, elementary teachers may utilize this additional time to perform clerical and/or administrative duties including, but not limited to, completing report cards and other end of the year required activities. The meetings and/or professional development scheduled during this block of time is in addition to and does not replace any obligations or requirements teachers have to attend meetings or professional development currently set forth in the collective bargaining agreement.

B. The elementary school day, including the pre-kindergarten grade levels, shall be from 8:15 a.m. to 3:15 p.m., except that this schedule shall reflect that the length of the work day has been extended as set forth in subsection (A) above.

C. The District may implement staggered lunch hours in the elementary schools. The lunch period shall be established between the hours of 11:00 a.m. and 1:00 p.m. Each teacher shall receive a one hour uninterrupted lunch period during this time, except on days when the teacher is performing lunch/playground duty, when the lunch period shall be no less than 30 minutes.

D. Elementary teachers may be called for not more than one faculty meeting (building, department, subject, team or staff development/in-service) per month for no longer than one hour except as otherwise provided in Article V paragraph C.

E. Each elementary teacher shall receive a two hour continuous clerical period within the instructional time and within the five school days before the delivery of the report cards to the principal for each of the four marking periods. On the day in which the teacher receives the two hour clerical period the teacher will forego the thirty-five minute preparation period occurring during the student day.

F. Except for unusual circumstances, preparation time will not be used as student contact time.

G. The intent of this agreement with regard to individual instructional time in the secondary schools is as follows:

- 1) At least three periods per week for individualized instruction consisting of student help and/or enrichment. Each teacher shall select the students to be provided the help and/or enrichment on a weekly basis and shall notify the principal of the students selected and the date

or dates of their individualized instruction by the end of school on Wednesday of the previous week, for approval by the principal and parental notification. In the event that the principal does not approve of the teacher's selection of the students, the principal shall notify the teacher, in writing, of the reasons for non-approval. The principal may then select the substitute students of the teacher's class who are to be provided the individualized instructional time.

2) Not more than one faculty meeting (building, department, subject, team or staff development/in-service) per week. In the event that no such meeting is held, the time shall be used for an additional period of individualized instruction as above provided. In the event that unusual circumstances require a staff development/in-service meeting to exceed one extended day session, the session may be continued on the following day in lieu of individualized instruction.

3) One period per week for teachers to perform their own respective clerical tasks. However, such designation shall not be interpreted or applied to enlarge or extend the clerical work by teachers as same was previously performed by them.

4) One of the individualized instructional periods in any given week may be used, at the direction of the principal, for meetings of committees such as textbook, school improvement, special events. The teacher members of the committee shall be relieved of one individualized instructional period to attend such committee meeting.

5) One of the individualized instructional periods each week may be used by the Teacher for Parent-Teacher Conferences, with the advance approval of the principal.

H. All teachers shall be required to attend one fall "Open House" meeting with parents.

Teachers who teach in more than one building shall not be required to attend more than one such

“Open House.” “Open House” shall last no more than two hours. “Open House” schedules shall be promulgated no later than the opening of school each year.

I. No instructional period or periods for any teacher will be longer than two hours without at least a 15 minute period free from instruction being provided.

In most cases, this will be arranged through scheduling of the special area teachers.

J. Teachers in the elementary school, including pre-kindergarten, shall have no less than 300 weekly minutes for duty-free preparation periods and 250 weekly minutes for lunch. The District will make every effort to provide each elementary teacher with at least 35 continuous minutes of preparation time daily within the 300 weekly minutes with the 8:15 a.m. to 8:35 a.m. time period not being utilized for that purpose.

K. Teachers, with the help of Teaching Assistants and/or monitors, may be asked to provide supervision during lunch and/or playground periods for not more than 20 days per school year. On such days, teachers shall be entitled to a lunch period of not less than 30 minutes. The foregoing supervision assignment shall apply to teachers even if they were not previously assigned to such noon duty assignments (e.g., counselors, psychologists, social workers, etc.). The Association agrees that it will not grieve as departure from past practice or a diminution of professional advantage such assignments to teachers who were not previously given such assignments. The teachers of a building shall be relieved of the said lunchroom and/or playground supervision to the extent that the Association is able to demonstrate to the Board of Education that the relief shall not result in additional cost to the District.

L. In no week will there be more than 80 weekly minutes for duty time including the duty time provided in the preceding paragraph.

M. Teachers will be relieved of nonprofessional duties which are purely clerical and more appropriately to be performed by clerical persons (e.g., attendance and lateness clerical entries for students other than their own: telephone calls on lateness or absence for students other than their own: surveillance of doors, latrines, etc.).

N. The school day for all teachers in the Middle School and in the 9th through 12th grade equivalent shall also be seven hours. Effective December 21, 2006, the length of the school day for all teachers shall be extended to seven hours and 45 minutes on three Wednesdays each month of the school year. This additional 45 minutes shall be utilized for meetings and professional development as scheduled and at the direction of the District. Where the District determines that more than 45 minutes is needed for professional development, but not more than 90 minutes, such time will count as two periods. This time will not be scheduled in the same week in which there are state exams, mid-term exams, final exams, open house as set forth in Article VIII (H), parent-teacher conferences as set forth in Article XI, the last week of school or in the same week in which teachers are required to remain after school for faculty meetings as set forth in Article V; provided that there shall be no fewer than 17 such Wednesday meetings nor more than 22 in a school year; and provided further, that the number of such meetings shall be pro-rated for the remainder of the 2012-2013 school year and shall commence with the 2nd semester of the 2012-2013 school year.

O. Guidance counselors shall work a regular teaching day. There shall be no service assignment for Guidance counselors. It is understood between the parties that Guidance Counselors shall not be required to work beyond the normal school year for teachers and shall not be entitled to any further or additional compensation beyond their salary schedule pay.

P. Except where administratively impossible, the Board will equalize teaching work loads for all teachers in the Middle and High Schools within subject areas.

Q. The Board agrees that the central administration and Building principals shall make every effort to keep to a minimum the number of moves that a teacher will be required to make within a building in a school day. Special consideration shall be given to art teachers who are required to move from room to room during the day. Special subject teachers who teach in more than one building in a given day and are, therefore, required to travel, shall have their schedules arranged to provide them with 15 minutes for both travel and set-up time which shall be separate and apart from any other preparation time which such teacher may have.

R. Subject to late changes and modifications, individual teacher schedules shall be supplied to the Association on or before the opening day of school in September.

S. Effective January 17, 2013, the District may direct a teacher to attend a team meeting during his/her designated duty period or provide individual instructional time to students. A duty period shall no longer be limited to cafeteria duty or hall duty. A duty period hereafter is defined to also include team meetings or individual instructional time. "Individual instructional time" shall be defined to mean: (1) the push-in or pull-out model for students who are struggling or students who would benefit from enrichment; (2) student tutorial; (3) student mentoring, at the teacher's option; (4) teacher "office hours"; and/or (5) study halls; provided however, that none of these activities shall require lesson planning or record keeping. The team meeting may include but is not limited to discussions regarding student personnel data, team training, team review and analysis of test and/or assessment data, curriculum monitoring, professional sharing and/or common planning.

T. The intent of this agreement with regard to team meetings is as follows:

- 1) The District may schedule a team of teachers in a manner that provides a common time to meet and discuss student personnel, develop strategies, and gain insights that might help them improve student learning and achievement.

- 2) Teachers who are teamed and provided a common time for collaboration shall attend scheduled team meetings. These scheduled team meetings will be included in the teacher's weekly teacher schedule. The teacher's principal or designee shall provide team meeting schedules on or before the end of the third week of each school year.
- 3) The team meeting may include, but is not limited to, discussing student personnel, team training, teacher pedagogy, review and analysis of local and state student assessment data, curriculum monitoring and/or professional sharing, which discussions may include core teachers and non-core teachers, as well as outside professionals invited by the Administration to participate in such team meetings, as the District may decide.
- 4) The District may provide a schedule of topics to be discussed at team meetings or the District may provide specific topics to be discussed at specific team meetings.
- 5) Teachers will not be given administrative or supervisory responsibility for team meetings.
- 6) The teacher team shall submit a District supplied form summarizing the team's discussion and identifying who attended such meeting, after each such team meeting.
- 7) The team meeting will not involve student contact time.

U. Item #14 of the October 12, 2010 Memorandum of Agreement, that had established a Professional Development Program ("PDP"), is eliminated effective as of January 17, 2013. The District and the HCTA will consult regarding the professional development and team meeting schedule no later than August 30 of each school year, provided that in the 2012-2013 school year, they shall consult no later than January 20, 2013. The School Day, as described in Article VIII(A) and VIII(N), shall apply regarding the scheduling of professional development and team meeting.

ARTICLE IX – CLASS SIZE

A. The Board and the Association agree that the District will continue its best present efforts to maintain class sizes in accordance with the guidelines set by the New York State Education Department and in consideration of current space limitations.

B. The Board agrees that the number of teachers employed at the opening of school in September of each of the years of this contract shall be maintained throughout that school year. While the Board reserves the right to discharge a teacher for cause subject to the procedures of the Education Law, it agrees that in the event of a discharge it will hire additional faculty to keep the number employed at the opening of school of each of the years constant throughout that respective year. However, if a teacher resigns or retires during the course of any school year, the Board shall not be required to replace the said teacher if there has been a reduction in the population of the school in which such teacher was assigned provided that such reduction makes a replacement of such teacher unnecessary.

C. When there are 30 or more children in any elementary class (K-6), the Superintendent will recommend to the School Board that a Teaching Assistant be assigned to that class. However, the foregoing shall not prevent the assignment of a Teaching Assistant to a class with less than thirty children in accordance with practice existing prior to June 30th, 1978.

D. Where guidelines of the Commissioner of Education are significantly exceeded, the Association may submit to the Superintendent for presentation to the Board for its review a position paper, including recommendations for relief. The Association will thereafter be notified of the Board's action.

ARTICLE X – NON-TEACHING TIME WITHIN SCHOOL DAY

A. Teachers in the Middle School shall have the equivalent of a minimum of seven, and where possible a maximum of eight, unassigned periods a week.

B. Teachers in the 9th through 12th grade equivalent shall be assigned no more than five non-teaching duty periods each week. Teachers presently assigned the equivalent of 30 teaching periods per week shall have no non-teaching duty periods.

A teacher assigned to an additional non-teaching duty period shall be compensated at the extended day school rate. The High School teachers and administrators shall cooperatively develop guidelines to equalize the assignment of non-teaching duties which shall be incorporated in the individual building handbooks.

C. 1. Teachers of special subjects in the Middle School shall have the equivalent of five duty-free periods per week and shall teach no more than 1,200 minutes per week.

2. Teachers of special subjects in the elementary schools who are assigned to no more than one school building shall teach no more than 1,200 minutes per week. However, in arranging the programs for said teachers, no more than two days each week without a duty-free period (not including lunch) shall be assigned. Teachers of special subjects in the elementary schools who are assigned to more than one school building shall teach no more than 240 minutes per day.

3. It is understood that nothing contained above shall in any way be construed to deviate from the provision contained in Article VIII(G).

D. For purpose of time reference, a duty-free period for Middle School and High School teachers, for the purposes of this Article, shall be at least 40 minutes.

E. The District recognizes the principle that a teacher shall not be assigned to more than three preparations per semester. Where more than three are assigned, the immediate building

principal will notify the affected teacher and the HCTA during the development of the schedule so that there will be an opportunity to explore with the building principal an alternative solution, where the affected teacher objects. The building principal's decision, although final and not subject to grievance, shall, however, be subject to review by the Superintendent.

F. Where the President, First Vice-President and Grievance Chairperson of the Association are secondary school teachers, the District will make every effort to arrange their teaching so as not to include a seventh or last period teaching or duty assignment. In the event that an elementary teacher holds one of the above positions in the Association, the principal of the building shall make every effort to schedule preparation time immediately prior to the end of the student day. Such special scheduling is intended to permit the said officers of the Association to be available, where needed, for conferences with administration regarding problems of mutual concern to the District and the Association. The incumbent First Vice-President of the Association shall be assigned a teaching schedule equivalent to the teaching schedules of the District's subject matter specialists.

ARTICLE XI – PARENT/TEACHER CONFERENCES

In all schools, including pre-kindergarten, there shall be two District-wide parent-teacher conferences held per school year, one conference in each semester. The conferences shall be held during the hours of 1:00 p.m. to 4:00 p.m. and 6:00 p.m. to 8:00 p.m. On the days of the conferences, except for conference attendance at the time stated above, teachers in the elementary schools shall be relieved of all responsibilities no later than 11:30 a.m. and teachers in the secondary schools shall be relieved of all responsibilities after the class period terminating closest to 11:30 a.m. There shall be one-half day of school in the morning for teachers and students on the Wednesday prior to Thanksgiving. Conferences shall not be scheduled on Fridays.

ARTICLE XII – SICK LEAVE; EXTENDED SICK LEAVE

A. Teachers shall be allowed full pay during absence on account of personal sickness as follows: Except in the case of new teachers who are separately provided for below, each teacher shall be credited with twelve sick leave days for each school year of his or her employment with the School District, all of which may be accumulated without limitation. Except as provided in Article XLIX, such leave accumulated in excess of 180 days shall not, however, be used for purposes of retirement pay and/or terminal leave pay. With respect to new teachers hired by the District on and after October 1, 1975, they shall be entitled to ten paid sick days per annum for each of their first three years of employment in the District, provided, however, that upon being granted tenure after a three year probationary period such teacher will be entitled to 14 paid sick leave days in the fourth year of his/her employment. In their first year of employment their ten annual days shall be accrued at the rate of one day each month of the school year. Any such teacher who applies to draw in excess of these accrued sick days shall execute an authorization to the District to deduct such draw in excess of accrual from his/her final paycheck in the event of his/her termination by resignation or discharge prior to the completion of the school year. For the purpose of this provision, a teacher whose services have previously been terminated by the District and who is on a preferential rehire list, and who is recalled to service in the District while in such status, shall not be considered a “newly hired teacher.”

B. A physician’s certificate shall be required of all absences of five consecutive days or more. Effective December 21, 2006, a physician’s certificate shall be required of all absences of four consecutive days or more.

C. In addition to the foregoing personal sick leave days, the Superintendent of Schools is authorized to allow up to three paid days per school year for sickness in the immediate family. In the event that the said three days have been used, an additional paid leave day shall be granted to take the mother to the hospital for delivery of a baby and another paid leave day to bring the mother home from the hospital.

D. At the beginning of the school year in September, each teacher will be supplied with a request card on which he or she may indicate a desire to be notified of accumulated sick leave credit to the end of the preceding month. The Board agrees that a teacher who renders such card to the business office of the School District will be advised of his or her sick leave credit status as aforementioned.

E. The Board agrees to restore sick leave days charged against a teacher's sick leave credit where such sickness is the result of a compensation case, upon receipt of notification of a compensation award. The sick leave days restored to the teacher's credit shall be equal to the number of days compensated for in the award, provided, however, that such restoration shall not apply to extended sick leave granted by permission of the Board as outlined in "F" below.

F. A teacher with three years of service in the District may apply for a sick leave of absence not to exceed ninety days at half-pay. Said leave, when it is for the current year (after school opens), shall be granted on the approval of the school physician and the Board of Education, but may be renewed only by majority vote of the Board. When it is for the fall term of the next ensuing year, it shall be granted by the Board on the recommendation of the school physician (to be appointed by the Board). When necessary, and on re-examination by the above stated physicians, the leave may be extended for a second half-year period. Further extensions may be granted at the discretion of the Board.

ARTICLE XIII – DEATH IN THE FAMILY

Teachers absent from school duties on account of death in the immediate family shall be allowed full pay for a time to be determined by the Board. Immediate family shall be defined to mean grandparents, parents, spouse, children, brother, sister. The Administration will not unreasonably deny personal business days for the death of other close relatives, such as in-laws, aunt, uncle, or friend as close as such relatives.

ARTICLE XIV – CHILD CARE

A. Child care leave shall be granted to teachers in accordance with current practice – namely, on at least thirty days in advance written request, specifying the date upon which the leave is to commence, and the academic semester at the end of which it is to terminate. A teacher shall be entitled to child care leave of absence without pay for a period up to one year (or longer than one year if needed to coincide with semester break, or if less than a year, the termination of said leave to coincide with a semester break). A teacher on such leave may request a return to teaching sooner than the time agreed upon, and the Board in its discretion may accede to such request. Absences for disability resulting from pregnancy and/or delivery which is prior to the commencement of the aforesaid unpaid leave of absence, shall be governed by the sick leave article of the Agreement.

B A teacher (male or female) who adopts a child five years of age or younger shall be entitled to a “child care leave of absence.”

ARTICLE XV – JURY DUTY

Teachers employed by the School District who are called for jury panels shall make every reasonable effort to render such duty to the courts when schools are not in session. In the event such excuse cannot be effected, the Board will compensate such teachers to the extent of the difference between their jury duty stipend earned and their normal salary rate.

ARTICLE XVI – PERSONAL BUSINESS LEAVE

A Teachers shall be allowed five days per school year, except that effective July 1, 2007, probationary teachers shall receive three days per school year, with pay, to conduct personal business provided that: (a) the personal business necessarily requires the teacher's personal presence; (b) the principal of the school in which the teacher is employed has been notified at least 24 hours in advance of the circumstance of such intended absence; and (c) the business to be conducted cannot be consummated at a time school is not in session. Up to three of these days may be used when required for observance for religious holy days. Such leaves shall not be deductible from sick leave. Unused personal leave days each year shall be accumulated as sick leave. In cases of unexpected emergencies, the 24 hours' notice requirement shall not apply but the principal shall be notified as soon as possible.

B. The following circumstances shall not be considered as an acceptable basis for a personal business leave within the meaning of subparagraph "A" above. It is understood that these are illustrations and there may be other circumstances which are not acceptable:

- 1) Automobile failure (unless other means of transportation are unavailable).
- 2) Adverse weather (unless such adverse weather eliminates all means of transportation to school).
- 3) Court appearance (unless evening hours are not available).

- 4) Failure of appliance or utilities in the home (unless there is imminent danger or fire or flood).
- 5) Conference with school personnel in other districts concerning their own children.
- 6) Closing on the purchase or sale of a house (2 half days will be allowed where the teacher is purchasing or selling a home in connection with the purchase or sale of another home).
- 7) Travel delays (unless the teacher can demonstrate that he/she commenced or was scheduled to commence travel on the second day before the scheduled resumption of school).
- 8) Interviews for other positions.
- 9) Teacher's college registration and/or advisement.

Where a teacher feels that revealing the detailed circumstances beyond a personal business leave request would prove personally embarrassing, an abridged reason may be accepted (e.g., the Superintendent may be shown the summons in a legal matter as compared with the detailed complaint).

ARTICLE XVII – HEALTH INSURANCE: DENTAL PLAN

A. Effective July 1, 2000, all teachers receiving individual coverage for health insurance under the state-wide option of the State Health Plan shall contribute \$175.00 annually toward the cost of such insurance. Effective July 1, 2000, all teachers receiving family coverage for health insurance under the state-wide option of the State Health Plan shall contribute \$350.00 annually toward the cost of such insurance. The District will establish a plan to allow such contributions to be made on a pre-tax basis. The Board shall continue to pay the full cost for retirees under either the individual or immediate family plan under the State-wide option of the State Health Plan. Teachers who retire after June 30, 2000 shall be required to continue contributions at the same level as they contributed at the time of retirement.

B. Effective December 21, 2006, teachers covered by any of the District's health insurance plans shall be required to contribute 5% of the premium cost of health insurance. Effective July 1, 2007, teachers covered by any of the District's health insurance plans shall be required to contribute 8% of the premium cost of health insurance. Effective July 1, 2008, teachers covered by any of the District's health insurance plans shall be required to contribute 10% of the premium cost of health insurance. Effective October 21, 2010, teachers covered by any of the District's health insurance plans shall be required to contribute 12% of the premium cost of health insurance. Upon retirement, teachers shall continue to contribute toward the cost of health insurance at the same level as they contributed at the time of retirement.

C. Except as modified below, the Board agrees to continue to maintain the present dental insurance plan during the term of this Agreement and agrees to allocate sufficient funds to permit coverage of all eligible faculty members on the same basis for eligibility as in the past, including newly eligible faculty members. The coverage limits on dental insurance shall be \$2,000.00.

D. A family dental plan will be made available provided there is no additional cost to the District. The family dental plan will be made available within 60 days after the parties agree upon the specific plan. If there is an increased cost to the District for the family dental plan, an employee electing family coverage will be responsible for payment of the additional cost.

E. The Board shall provide each teacher with group term life, accidental death and dismemberment insurance in the sum of \$15,000.00 at no cost to the teacher.

F. 1. A teacher who is enrolled in the aforesaid health insurance plan or who is qualified for enrollment in the said plan and who meets the conditions set forth below may waive coverage under the said plan, provided the teacher meets the following conditions:

a) The teacher certifies to the District, and provides appropriate documentation (i.e., enrollment card, policy of coverage, etc.) of permanent coverage with another health insurance provider, and provides that individual or family coverage (whichever is appropriate) is in effect. Effective January 17, 2013, and further, effective only after January 1, 2014, in order to be eligible for this option, the Employee must certify and submit documentation showing that he/she has health insurance through a source other than the state-wide option of the State Health Plan, for so long as documentation is legally required by the New York State Health Insurance Plan.

b) The teacher gives written notice to the District of discontinuance of coverage under the plan or waives enrollment in said plan by giving written notice thereof to the District no less than 30 days prior to the effective date of the discontinuance.

2. Three months from the date of the discontinuance of the enrollment in the plan or wavier of participation in the plan as above provided and quarter-annually thereafter the District shall pay to the said teacher a sum equal to 50% of the amount that the District would have had to pay or incur liability for providing to the said teacher health insurance, individual or family as the case may be, under the said plan for the preceding three months period.

3. The District shall reinstate coverage to any teacher whose coverage was discontinued or waived as above provided within 30 days after written notice of reinstatement is given by the teacher to the District by certified mail, return receipt requested.

4. Payment under paragraph "2" above shall be made by separate check, which check shall not include any payment to which the teacher may be otherwise entitled to receive.

G. Effective upon complete ratification and approval of the 2011–2013 Agreement, the District will no longer be required to offer the Empire Blue Cross Blue Shield (HMO) to unit members.

ARTICLE XVIII – CONFERENCE ATTENDANCE

A. The Board shall budget \$18,000.00 each school year for teacher attendance at conferences that require the recommendation of the principal and/or Department Chairman, for approval by the Assistant Superintendent of Schools for Instruction and Curriculum and final approval by the Superintendent of Schools. Any teacher who applies for permission to attend the conference shall be given the disposition of such application and, if denial, the reason or reasons therefore. Effective July 1, 2007, the amount budgeted by the Board shall be \$20,000.00. In the event a teacher is directed in writing to attend a conference, the cost of the teacher's attendance at that conference shall not be deducted from the \$20,000.00 allocated pursuant to this Article.

B. Teachers attending conferences will report the results of the conference at a building faculty meeting, either of the entire staff or appropriate concerned segment of the staff, upon the request of the building principal.

C. Attendance (absenteeism and lateness) may be considered by the Administration and/or Board in approving conference attendance.

D. The Assistant Superintendent for Curriculum and Instruction on behalf of central administration shall monitor conference expenditures and commitments. The intent of this article is that the Building principal forward recommendations to the Assistant Superintendent who can best maximize the use of conference money and attendance by enabling money to be freed from a school not utilizing it to another school where the conference money has been exhausted but a conference opportunity is available.

ARTICLE XIX – TEACHING ASSISTANTS

Subject to the availability of special funding, the Board agrees to provide aides for each Directed Learning Program family in the elementary schools and one aide per class in Kindergarten. The teaching assistants shall work under the direction of the teachers. They shall not be used as substitute teachers.

Emergency coverage of a class by a teaching assistant shall not be considered use as a substitute for the purposes of this provision. Upon the request of a teacher, a teaching assistant's assignment shall be reviewed and, where indicated, the teaching assistant shall be reassigned. Wherever possible, teaching assistants will not be assigned to the school within their home district.

ARTICLE XX – CLERICAL ASSISTANCE

A. Teachers in the Middle School and the High School will be provided by the Board with the clerical assistance to assist them in their clerical duties on the basis of one hour of clerical assistance per week per teacher.

B. A schedule of clerical assistance will be established at or about the commencement of each school year, but in any event not later than October 1st. The assignment of a secretary to teacher clerical work shall not be construed to mean that the secretary's work is limited to teacher's work, since in the absence of teacher clerical work the secretary may be assigned general school work by the Building principal. In any event, the Building principal shall have the right to assign such clerical person general work where there are extraordinary circumstances, but will make up clerical assistance time provided by this contract article formula at other times, if it is needed. A teacher needing more time in his/her clerical work than one hour in any week, may apply for such extra assistance to the Building principal.

ARTICLE XXI – PLAYGROUND AND LUNCHROOM ASSISTANCE

- A. Aides in the elementary school, including Pre-Kindergarten will be utilized to support teachers in their playground and lunchroom duties.

- B. In the Middle School, teacher shall be scheduled for lunchroom and playground duty only on the days when the teacher is scheduled for unassigned time in excess of one free period.

- C. In the 9th through 12th grades, present practice will be maintained.

ARTICLE XXII – SELECTION AND RETENTION OF TEACHERS

It is agreed that teachers shall be involved in the process of the selection and retention of professional personnel. Procedures for this involvement, upon their approval by the Professional Council, the Association and the Board, shall be incorporated and become a part of this Agreement.

ARTICLE XXIII – TEACHER EVALUATION

- A. **EVALUATION PROCEDURE FOR TEACHERS NOT COVERED BY THE DISTRICT'S ANNUAL PROFESSIONAL PERFORMANCE REVIEW ("APPR") PLAN**

1. There will be unlimited informal observations. In agreeing to unlimited observations, the Parties agree that the aim of observations is to improve teaching performance, that the written observation summary is only one aspect of an Annual Evaluation and that the written summary will not be used for the purposes of harassment, abuse or discrimination toward any teacher. There will be no more than three formal observations each school year. One formal observation for both tenured and non-tenured teachers will be unannounced.

The first observation will be conducted no sooner than October 1st of the school year, and the final observation no later than May 15th of the school year. However, if an observation is to be conducted after May 15th, the District will inform the HCTA, in writing, prior to the observation.

2. An observer entering a room will inform the teacher of the purpose of his/her visit.

3. Within eight school days of the observation, the observer will provide the teacher with a written summary of his/her observation. The summary will include the observer's suggestions for teacher improvement. The observer will prepare the written summary on the form to be agreed upon by the District and the HCTA. Until an agreement is reached with regard to the summary form the summary form that has been in place in each building will remain in effect.

4. Within 10 school days after the observation, a post-observation conference will be held between the observer and the teacher. During the post-observation conference, the written summary will be signed by the teacher and the observer. The written summary will not be placed in the teacher's personnel file and/or incorporated into his/her Annual Evaluation until the post-observation conference has been held. If the teacher refuses to attend the post-observation conference within 10 school days after notice to the teacher is given, the written summary related to the post-observation conference will be placed in the teacher's personnel file, together with a notation and/or documentation indicating the efforts made by the observer to schedule and hold the conference.

5. Each teacher will be provided with an Annual Evaluation. The Annual Evaluation will be prepared by the Evaluator ("the evaluator"). The Annual Evaluation will be based upon the written observations and at the discretion of the evaluator, other documentation that was provided to the teacher within a reasonable time of the occurrence which gave rise to the writing. Both the teacher and the evaluator will sign or acknowledge electronically each item attached to the Annual Evaluation. A teacher's signature will not be taken to mean the teacher's agreement with the contents thereof.

B. EVALUATION PROCEDURES FOR TEACHERS COVERED BY THE DISTRICT'S APPR PLAN.

1. Informal Observations. There will be unlimited informal classroom observations. An observer entering a room must inform the teacher of the purpose of the visit. In agreeing to unlimited informal observations, the Parties agree that the aim of informal observations is to improve teaching performance and that an informal observation will not be used for the purposes of harassment, abuse or discrimination against any teacher.

2. Formal Observations. Non-tenured teachers will have a minimum of two but not more than four formal observations each school year. Tenured teachers will have a minimum of two but not more than three formal observations each school year. One formal observation for both tenured and non-tenured teachers will be unannounced and will include a post-observation conference.

3. The first observation for any teachers will be conducted no sooner than October 1st of the school year, and the last no later than May 15th of the school year. If an observation will be conducted after May 15th, the District will inform the HCTA, in writing, prior to the observation. The District may include late developments in a supplemental observation.

4. Prior to a formal announced observation, the teacher and evaluator will meet to discuss the upcoming observation and will set a time for the observation no less than two school days after the pre-observation conference and not more than five school days after the pre-observation conference or at any other time as the teacher and evaluator may mutually agree upon.

5. No later than 10 school days after the conclusion of each observation, the teacher and evaluator will discuss the evidence collected and complete the observation form. At the post-observation conference, the teacher and evaluator will discuss the evidence of teaching practice collected during the observation, complete the observation forms and suggestions for the teacher's performance improvement and next steps for the teacher's professional growth. The teacher may submit additional evidence relating to the teaching standards. Where an observation indicates that the evidence collected falls into the "developing" or "ineffective" range, the report will contain the evaluator's specific recommendations for improvement of the teacher's performance in the area(s) criticized and for professional improvement.

The written observation form will be signed by the teacher and the evaluator during the post-observation conference. If a teacher refuses to attend the post-observation conference within 10 school days after notice to the teacher, the observation form will be placed in the teacher's personnel file and will be incorporated into the teacher's APPR, together with a notation or documentation or both indicating the efforts made by the evaluator to schedule and hold the conference.

6. Observation forms will not be placed in the teacher's file or incorporated in the APPR unless all procedures contained in this Article have been followed.

7. Each teacher will be provided with an APPR. The APPR will be based upon evidence gathered through the APPR process, including but not limited to observations and other teaching artifacts, copies of which will have been provided to the teacher. Where possible, evidence will be attached to the APPR. It is agreed that the teacher and the supervisor will sign or acknowledge electronically each item of evidence. A teacher's signature or electronic acknowledgement will not be taken to mean the teacher's agreement with the contents of the item.

C. Material in a teacher's file which is found to be untrue or inaccurate will be expunged from the teacher's file. Where a teacher is terminated because the teacher's performance of services to the District is not satisfactory, such termination will be based on material in the file.

Where a teacher is terminated for reasons other than unsatisfactory performance of service to the District, the written basis for such termination will be placed in the teacher's file within a reasonable time after the occurrence or event giving rise to the termination, or within a reasonable time after the discovery of the occurrence or event.

D. Teachers will have the right to inspect their individual personnel folders except for confidential material relating to an employment application. No material reflecting upon a teacher's professional competence will be placed in a teacher's personnel folder until he has had an opportunity to review the material. The teacher will also have the right to submit a written answer to such material and his/her answer will be included in the folder.

E. A teacher will at all times be given the opportunity of having a representative of the Association present at meetings or hearings where he or she may be disciplined or deprived of monetary or professional advantage for any alleged infraction of rules or other alleged delinquency in professional performance. For the purpose of this provision, a reprimand or warning will not be deemed to be disciplinary action.

F. The Board agrees to notify a non-tenured teacher orally of termination by no later than May 1st. Upon request, the Board will provide a non-tenured teacher who is to be terminated with a written explanation therefor. The grievance machinery will not, however, be available to test the termination or the adequacy of the explanation therefor provided, however, the teacher may file a grievance contesting a termination because of unsatisfactory performance on the ground that the decision to terminate is not based on material in the file. Further, a teacher may file an appeal of an “ineffective” APPR rating pursuant to the appeal procedures contained in the District’s APPR Plan. However, it is understood that the foregoing will be in addition to, and will not diminish the provisions of Section 3031 (Fair Dismissal Law) of the Education Law.

ARTICLE XXIV – TRANSFERS

A. Voluntary Transfers

1) Not later than May 1st of each year the Superintendent shall submit to the Association a list of known vacancies which will exist at the start of the following school year. Teachers who desire a change in grade and/or subject assignment or building transfer shall file application to transfer to such vacancies prior to June 1st.

2) The fact that a teacher did not file under this subparagraph shall not prevent the teacher from applying for transfer to a vacancy under subparagraph 1. Teachers who desire change in grade and/or subject assignment or who desire to transfer to another school building, shall file a written statement of such desire with the Superintendent or his/her designee, no later than

March 1st. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and/or the school building or buildings to which he desires to be transferred. Where such request contains multiple choices, the grades, subjects or schools shall be listed in the order of preference.

3) Except for emergency or temporary needs to fill positions that have become vacant due to voluntary or other terminations, teachers newly hired for work at the start of the next school year shall not be assigned until all pending requests from members of the incumbent professional staff have been acted upon.

4) A teacher declared in excess in one school shall have preference in filling a vacancy in a comparable position in another school.

5) No later than 30 days after opening of the school year in September, the Superintendent shall make available to the Association a roster of all professional staff for each school building showing grades and/or subject areas assigned.

6) The following principles shall be applied in the reassignment and transfer of teachers:

- a) The applicant's stated preference
- b) Individual qualifications
- c) Educational needs of the District
- d) Staff availability
- e) The views of the Building principal in the receiving school.

Where the foregoing factors are substantially equal, preference in assignment or transfer shall be given to the incumbent applicant with the greatest number of years of service in the Hempstead School System.

B. Involuntary Transfers

- 1) When involuntary transfers are necessary, a teacher's area of competence,

area of certification, quality of teaching performance, and length of service in the Hempstead School System will be considered, together with the educational needs of the District and staff availability in determining which teacher is to be transferred. The term “necessary” does not require a showing by the District that there is no other alternative or option available besides transferring the involved teacher(s).

2) An involuntary transfer will be made only after a meeting between the teacher involved and the Superintendent or his/her designee, at which time the teacher will be notified of the reasons for the proposed transfer. In the event that a teacher objects to the transfer at this meeting, the Association will be notified by the Superintendent and the Superintendent will meet with Association representatives to discuss the proposed transfer.

3) Teachers who are involuntarily transferred will not be transferred to positions outside of their certification area unless permitted by state law.

4) No teacher who is involuntarily transferred shall, by reason thereof, lose his/her tenure status or be deprived of any other professional advantage.

5) Where a teacher is involuntarily transferred after the last day of school, the Association shall have the right to Board review of the action of the Superintendent. The Superintendent shall notify the Association immediately upon the transfer being decided.

ARTICLE XXV – PROMOTIONS

A. Whenever a permanent vacancy in any promotional position in District shall occur by reason of death, retirement, discharge, resignation or the creation of a new promotional position, the Board shall give written notice to the Association.

B. The written notice of vacancy shall include a job description and the minimum requirements for the position.

C. The Board shall not permanently fill any vacancy until at least two weeks after written notice of the vacancy.

D. Promotional positions are defined as follows:

Positions paying salary differential, and/or positions on the administrator or supervisory level, including but limited to positions such as assistant superintendent, assistant to the superintendent, director, assistant director, coordinator, principal, assistant principal and department chairman.

E. Where a promotional position becomes vacant, all qualified applicants covered by this Agreement who apply shall be granted an interview with the Superintendent of Schools or his/her designee before the Superintendent makes a recommendation to the Board of Education.

ARTICLE XXVI – SABBATICAL LEAVE

A. It shall be the policy of the Board to grant sabbatical leaves for purposes of health, of one semester or one year duration provided that the teacher has at least seven years of teaching service in the school district. Such leave may be requested by teacher or the Board and approval in any case is subject to the positive recommendation of a Physician designated by the Board who must certify that continued service of subject teacher will seriously jeopardize the health of said teacher and/or be detrimental to the best educational interests of the District and that a leave of absence will in all probability restore the teacher to a state of health consistent with the demands of his or her position. Applications for sabbatical leave for health reasons must be submitted in writing to the Superintendent of Schools within a reasonable period of time after the needs for such sabbatical occurs.

B. It shall be the policy of the Board to grant a sabbatical leave of absence of one semester or one year duration for the completion of a doctorate at a university where residence is required. Application for sabbatical leave under this subparagraph must be submitted in writing to the Superintendent of Schools no later than January 1st of the year preceding the year for which the leave is applied. No more than three teachers, not including administrators, will be granted such sabbatical leaves during any school year. In the event of more applications than authorized leaves, the Board may consider teacher longevity in the District and whether or not a previous leave has been granted, as well as individual factors pertinent to each leave application. A leave of absence will not normally be granted before seven years have elapsed following the end of the school year during which the previous sabbatical leave was granted.

C. Full salary will be provided to persons granted sabbatical leave for one school semester and one-half regular salary will be paid to personnel granted a sabbatical leave for a complete year.

D. In all cases, applicants for sabbatical leave must state their intention to teach a minimum of two years following completion of such leave period. No portion of the foregoing shall be construed to restrict the powers of the Board relative to granting a leave of absence at their discretion where such appears in the best interest of the School District.

E. In an emergency, any change in the approved plan must be agreed upon by the applicant and the Board of Education.

F. At the commencement of each year of this Agreement, the Superintendent shall provide the Professional Council with a list of credit-bearing courses, including their descriptions, and the number of credits of each course that may be offered to teachers within the district school buildings by various colleges or universities.

The Professional Council shall review these courses to be so offered as provided for in this Agreement. The District shall provide \$38,000.00 in each of the years of this Agreement for the cost of providing those courses selected via the Professional Council and such courses shall be offered to the teachers to be taken in the District. Teachers taking the course or courses shall be entitled to salary credit therefor in accordance with the number of credits designated for such course or courses by the college or university. The said courses shall be offered to the teachers employed by the District without cost, to the extent of the District's annual \$38,000.00 commitment.

ARTICLE XXVII – SUMMER AND SPECIAL SCHOOLS

A. 1. Salaries for summer school teaching, both elementary and high school, shall be paid in accordance with salary schedules appended hereto to be determined as follows:

For the summer of 2005, the 2004 summer school salary schedule shall be increased by 1.5%.

For the summer of 2006, the 2005 summer school salary schedule shall be increased by 2%.

For the summer of 2007, the 2006 summer school salary schedule shall be increased by 3.5%.

For the summer of 2008, the 2007 summer school salary schedule shall be increased by 4%.

For the summer of 2009, the 2008 summer school salary schedule shall be increased by 4%.

Effective July 1, 2010, the stipends for summer school shall be increased by 2%.

2. The length of the elementary summer school day and the number of days of the elementary summer school sessions shall be equal to the high school summer school day and sessions. In the event the administration reduces the elementary school day and/or session, then the elementary summer school salary rates shall be pro-rata.

B. Salaries for the summer recreation program shall be increased by 1.5% for the 2005-2006 school year; shall be increased by 2% for the 2006-2007 school year; shall be increased by 3.5% for the 2007-2008 school year; shall be increased by 4% for the 2008-2009 school year, and shall be increased by 4% for the 2009-2010 school year. Effective July 1, 2010, the stipends for the summer recreation program shall be increased by 2%.

C. The compensation rates in the adult education program shall be increased by 1.5% for the 2005-2006 school year; shall be increased by 2% for the 2006-2007 school year; shall be increased by 3.5% for the 2007-2008 school year; shall be increased by 4% for the 2008-2009 school year, and shall be increased by 4% for the 2009-2010 school year as attached hereto. Effective July 1, 2010, the stipends for the adult education program shall be increased by 2%.

D. The home tutoring hourly rate shall be \$34.83 for the 2005-2006 school year; \$35.52 for the 2006-2007 school year; \$36.76 for the 2007-2008 school year; \$38.23 for the 2008-2009 school year, and shall be \$39.75 for the 2009-2010 school year. Effective July 1, 2010, the stipends for home tutoring shall be increased by 2%.

ARTICLE XXVIII – EXTRA CURRICULAR ACTIVITIES

A. 1. Extra and co-curricular activities are vitally important in assisting the District in achieving its educational and social goals for students. To this end, the extra and co-curricular activities that are available to students should reflect student/teacher interests and support students' personal development. The District and the HCTA agree to the process described herein for the appointment of extra and co-curricular advisors.

2. HCTA members have the right to apply to serve as extra and co-curricular advisors. The District retains the discretion to select the extra and co-curricular advisors it deems qualified. The District's decision is not subject to the grievance process or any other forum.

3. Standing Clubs: There will be extra and co-curricular activities designated as "standing clubs." Standing clubs are annually approved by the Hempstead Board of Education and will be compensated at the rates listed below in paragraph 4. The District retains the discretion to offer any of the standing clubs listed in paragraph 4.

4. Effective January 17, 2013, extra and co-curricular activities listed in the 2005 through 2010 collective bargaining agreement will be replaced with the following list of standing clubs:

Standing Club Secondary 7-12th grades	Compensation
Student Government 7-8 th grades	\$1000
Student Government 9-12 th grades	\$1400
Class Advisors 7 th grades	\$1100
Class Advisor 8 th grade	\$1100
Class Advisor 9 th grade	\$1500
Class Advisor 10 th grades	\$1500
Class Advisor 11 th grade	\$1900
Class Advisor 12 th grade	\$3000
Assistant Class Advisor 12 th grade	\$1500
National Honor Society High School	\$1300
Junior National Honor Society Middle School	\$900
Key Club Advisor/Assistant Key Club Advisor	\$1600/\$1000
Tigers Roar Newspaper High School	\$3000
Middle School Newspaper	\$2500
Yearbook High School	\$3000
Middle School Yearbook	\$1500
Middle School Cheerleaders	\$2500
Varsity Cheerleaders High School	\$3500
Junior Varsity Cheerleaders High School	\$2500
Middle School Law Club	\$1600
Middle School Drama Club	\$1500
Drama Club High School	\$2500
Standing Clubs Elementary	
Student Government	\$900
School Newspaper	\$900
School Yearbook	\$1100
Drama Club 1-6 th grades	\$1100

5. To apply to serve as a club advisor for a standing club, an applicant must submit a letter of interest to his/her building principal by no later than June 15th of the previous school year. Late letters of application may be submitted and considered in September if the applicant is applying for a club which has a vacant advisor position. The building principal will inform an applicant, in writing, as soon as practicable, but by no later than October 5th of the school year in which the club will operate, of his/her intent to submit the applicant's name for approval to the Board of Education or of the Board of Education's decision regarding his/her application as a club advisor. The District retains the discretion to reject any application.

6. Proposed extra and co-curricular clubs: Proposed extra and co-curriculum clubs require the annual approval of the building principal and the Board of Education. Compensation for annually approved proposed extra and co-curricular clubs will be at the hourly/adult education rate. A club advisor will only be compensated for the number of hours the Board of Education approved for the particular proposed club. The District retains the discretion to offer any of the standing clubs listed above.

7. Funds available for proposed extra and co-curricular clubs will be no less than the amount budgeted in each school year for all clubs minus encumbered funds for standing clubs. The District is not obligated to spend all funds.

8. A written proposal to establish an extra or co-curricular club for the upcoming or current academic year may be submitted to the building principal. The information submitted to the building principal must include, but is not limited to, club name, the advisor(s), the club's goal(s)/mission, club activities, meeting days, meeting times, meeting place and projected number of student participants. The completed form must be submitted to the building principal no earlier than June 15th of the previous school year, but no later than September 20th of the school year in which the club would operate.

9. The building principal will evaluate the extra or co-curricular club proposal based on how the club goals and activities align with the District/school's instructional goals and social foci, and will take into consideration budgetary, age appropriateness and safety factors. If approved, the building

principal will notify the applicant in writing of the total number of hours approved and the expected date the applicant's name will appear on the Board of Education agenda. If disapproved, the building principal will provide the applicant with a written explanation of the reasons for his/her decision. The building principal will notify the applicant of his/her decision as early as is practicable, but by no later than October 5th of the school year in which the extra and co-curricular club will operate.

10. Within five school days of the receipt of the building principal's written rejection of the proposal for an extra or co-curricular club, the applicant may submit the extra or co-curricular club proposal to the Superintendent and/or his/her designee with the initial submitted proposal and any additional supporting information. The Superintendent's designee must be a District office staff member. Within five school days of the receipt of the written submission, the Superintendent or his/her designee will respond in writing. The Superintendent's decision is not subject to the grievance process or review in any other forum.

11. Extra and co-curricular club advisors will not begin club activities/meetings until the application has been approved by the Board of Education.

12. Each head coach shall submit his/her season's report to the Director of Athletics no later than 30 days after the end of the season. The Superintendent of Schools shall make his/her recommendations to the Board concerning the reappointment of the coaches of the sports which are or should be covered by the head coach's report within 60 days of the submission of the said report. The Board shall either accept or reject the Superintendent's recommendation at the meeting when the recommendation is made. Failure of the Superintendent to make the recommendation within said period of 60 days or failure of the Board to take action as provided herein shall be deemed a reappointment of the coach(es) for the next season.

B. Policy Statement

1. Activities under the extra-curricular program are a worthwhile extension of the regular school day instructional program, involving both pupils and teachers. It is obvious, therefore

that no extra school day assignment could possibly interfere with regular day teaching, department chairman, or special service obligations.

2. Participation on the part of a teacher is voluntary namely, the teacher may accept or reject any offer of an extended school day assignment. However, it is assumed that an acceptance of an assignment by a teacher will obligate the teacher to the completion of the assignment. Offers of assignments shall be made by the School administration on a best-qualified basis.

3. A complete schedule of each school's program, including a descriptive title of the activity and the dollar amount of remuneration, will be filed in each school office, with the Business Manager of the District, and with the President of the Association. Such records will be available on or before November 1st of each school year to any member of the professional staff of the School District.

ARTICLE XXIX – SALARY SCHEDULES: NOTIFICATION OF ASSIGNMENTS AND SALARIES

A. 1. Effective July 1, 2010, the base salary schedules, including transitional and service assignments, shall be increased by 2%.

a. The base salary rates in effect during the term of this Agreement shall not increase, and only those teachers who are on the salary progression schedule shall receive increases, by way of step increment only. Thus, the base salary rates for the period of July 1, 2011 through June 30, 2012 (year #1 of this 2 year Agreement), and the period July 1, 2012 through June 30, 2013 (year #2 of this 2 year Agreement) will remain the same as the base salary rates that were in effect during the period July 1, 2010 through June 30, 2011. The 2011 – 2012 school year salary schedule is annexed hereto as **APPENDIX A.**

b. The “teacher summer rates,” “extra co-curricular activities and clubs,” “interscholastic athletics,” and “adult education” rates will remain unchanged as set forth in attached **APPENDIX B.**

B. Salary schedule columns BA-15, and MA-15 shall continue eliminated for teachers hired on or after October 31st, 1978.

C. For teachers moving horizontally from MA-45 to the MA-60 column on or after September 1st, 1980, accredited courses completed prior to September 1st, 1977, cannot be applied.

D. Whenever possible, the Board agrees to notify all teachers no later than the time of the distribution of the final paycheck of May, of any change in their teaching assignments and of their salary for the following year.

E. Effective July 1, 1999, teachers who have completed 20 years of teaching, including salary schedule credit, 10 years of which have been served in the Hempstead School District, shall receive an annual longevity stipend in the sum of \$850.00. Effective February 1, 2007, the longevity stipend shall be \$900.00. Effective July 1, 2007, the longevity stipend shall be \$1,000.00. Effective July 1, 2008, the longevity stipend shall be \$1,100.00. Effective July 1, 2009, the longevity stipend shall be \$1,200.00. Said longevity stipend is “off schedule” and, therefore, in addition to the schedule salary paid to the qualifying teacher.

ARTICLE XXX – GRIEVANCE MACHINERY AND PROCEDURES

The Board and the Association agree upon the following grievance procedures for the governance of teacher grievances:

A. Definitions

1. A “grievance” is a claim based upon an event or condition which affects the interpretation, meaning or application of any of the provisions of this agreement.

2. An “aggrieved person” is the person or persons making the claim.

3. A “party in interest” is the person or persons making the claim and any person who might be required to take action or against whom action might be taken to resolve the claim.

B. Purpose

1. The purpose of this procedure is to secure equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of teachers, and where possible to secure such solutions informally, and at the lowest administrative level. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of procedure.

2. Nothing herein contained will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted, provided the adjustment is not inconsistent with the terms of this Agreement.

C. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. A grievance will be commenced at Level One hereunder no later than 90 calendar days from the time that the act(s) or event(s) giving rise to the grievance were known or shown to have been known to the grievant.

In the event that a grievance is filed and it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year could result in prejudice to one or both of the parties, the parties may agree in writing on a case by case basis to expedite the grievance process. The decision to agree to expedite or not expedite the process will be non-grievable and will not be subject to Article XXX (Grievance Procedures) or PERB or judicial review.

1. Informal Discussion

A teacher having a grievance should first discuss it with his/her principal or immediate superior, either directly or through the HCTA Building Representative. This step does not constitute the filing of a grievance.

2. Level One

a) If the grievance is not resolved through the informal discussion, the HCTA will file a written grievance with the Building Principal.

b) Within seven school days after receipt of the written grievance by the Building Principal, he/she will meet with the aggrieved person and the grievance chair or other representative designated by the HCTA President and will issue a written decision to the aggrieved person and the HCTA representative who attended the meeting. The aggrieved person may attend the meeting.

3. Level Two

a) If the grievance is not resolved or a timely written decision is not rendered at Level One, the HCTA may file the grievance with the Superintendent in writing within 12 school days after the grievance was filed at Level One.

b) Within 15 school days after receiving the written Level Two grievance, the Superintendent and/or his/her designee will meet with the aggrieved person and the grievance chair or other representative designated by the HCTA President, and will issue a written decision to the HCTA representative who attended the meeting.

c) Notwithstanding the above, the Superintendent may implement a monthly grievance meeting to discuss pending Level Two grievances, in which event paragraph (b) will not apply. No later than September 15 of each school year or within 30 school days after January 17, 2013, the Superintendent and the HCTA grievance chairperson will agree upon a schedule of monthly meeting dates. Grievances will be handled at the next monthly grievance meeting, unless an alternative schedule is agreed upon in writing by the parties. If the grievance is not resolved during the monthly grievance

43meeting, the Superintendent will issue a written decision within 10 school days after the monthly grievance meeting.

4. Level Three

a) If the grievance is not resolved at Level Two, or a timely written decision is not rendered at Level Two, the HCTA may file the grievance with the Board of Education in writing within 20 school days after the grievance was filed at Level Two, or if the monthly grievance meeting is implemented then within 10 school days after the monthly grievance meeting during which the grievance was to be heard.

b) Within 20 school days after receiving the written Level Three grievance, a member of the Board of Education will meet with the grievance chair or other representative designated by the HCTA president. The aggrieved person at his/her option may be present. A written decision will be issued to the designated HCTA representative on behalf of the Board within 10 school days after receiving the written Level Three grievance.

5. Level Four

a) If the grievance is not resolved at Level Three, or a timely written decision is not rendered, the HCTA may submit a demand for arbitration to the District Clerk within 25 school days of the submission of the grievance at Level Three.

b) Within 10 school days after the written demand for arbitration is filed with the District Clerk, the District and the HCTA will agree upon a mutually acceptable arbitrator from the list below:

1. Earl Pfeffer
2. Bonnie Weinstock
3. Deborah Gaines
4. Howard Edelman
5. Jay Siegel
6. Marlene Gold

If the parties are unable to agree upon an arbitrator within the 10 school days, a request for a list of arbitrators may be made by either party to the American Arbitration Association for a list of arbitrators and the parties will select an arbitrator within 10 school days.

c) The arbitrator will hold hearings and take evidence pursuant to the rules of the American Arbitration Association Labor Tribunal. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which enlarges, expands upon, or is violative of the terms of this Agreement. The decision of the arbitrator will be final and binding on all parties.

d) The costs for services of the arbitrator, including per diem expenses, if any, and actual necessary travel and subsistence expenses, will be borne equally by the Board and HCTA.

D. Rights of Teachers to Representation

Teachers will be represented at each Level of the grievance process by the Association.

E. Miscellaneous

1) The Association retains the right to decline to process a grievance or demand for arbitration after review of the grievance.

2) In the judgment of the Association, if a grievance affects a group or class of teachers, the Association will submit the grievance in writing to the Superintendent directly and the processing of the grievance will be commenced at Level Two. The Association may process the grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

3) Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be utilized by the parties in interest in order to facilitate operation of the grievance procedure.

4) The District and the Association may agree in writing to waive the time limits for processing a grievance at any time.

ARTICLE XXXI – THE PROFESSIONAL COUNCIL

A. To provide and sustain a professional climate cooperative responsibility that will most effectively use the creative abilities of everyone involved with the educational policies of the District, the activities of the Professional Council shall be continued. The Council shall advise on a policy and/or procedure not requiring the immediate or specific attention of the Board.

B. The Council shall consist of the Superintendent of Schools or his/her designee, the President of the Association, seven additional members of the Association and five additional members representing the administrative staff.

C. Whenever agreement has been reached on matters under consideration by the council, the agreements shall be submitted to the HCTA and the Board. Upon their approval, the agreements shall be effective on a date mutually agreeable to both parties. Further, if the parties mutually agree, such agreements shall be incorporated as a part of this contract.

ARTICLE XXXII – MISCELLANEOUS

A. The Association shall have the right to use school buildings, facilities and equipment, pursuant to existing practices and policies, provided that such use shall not interfere with the regular school program. For the purpose of this subparagraph, a subdivision of the Association shall be included within the term of “the Association.”

B. The Association shall have the right to use the teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use the teacher mail boxes for communications with teachers in accordance with present policy.

C. A teacher who wishes visitation days shall decide what he or she wishes to observe and shall locate the place where the activity is being performed. The teacher's Building principal should be notified of the desired visitation and a conference arranged between the teacher and the principal at least one week prior to the date requested for the visitation. The visitation and length thereof shall be according to the judgment of the teacher's principal.

D. The Board and the Association reaffirm the principle of academic freedom.

E. Preparation and Certification of Teaching and Non-Teaching Personnel:

1) Teaching personnel are required to have teaching certificates that are approved by the New York State Education Department.

2) Teaching experience is normally a requisite for appointment to a teaching position in the Hempstead Public Schools. Exception may be made in the instance of exceptionally well trained and highly recommended candidates.

F. All conditions of employment, including teaching hours, extra compensation for work outside regular teaching hours, relief periods, leaves and general working conditions, shall be maintained at not less than the highest minimum standards in effect in the system at the time this Agreement is signed, provided that such conditions shall be improved for the benefit of teachers as required by the express provisions of this Agreement. This Agreement shall not be interpreted or applied to deprive teachers of professional advantages heretofore enjoyed unless expressly stated herein.

G. Teachers who have been excessed and are on the District's eligible recall list shall be given preference for per diem substitute assignments to the maximum extent permitted by law.

H. The parties recognize that teachers are role models for students with regard to appropriate attire in the schools.

I. Notwithstanding any past practice, contract provision, arbitration decision, stipulation of settlement to the contrary, the District will provide teachers with written notice of excessing/job abolition no later than May 30. Upon written request by the Association President, the Superintendent shall meet with the Association President, no later than April 30, to discuss the potential excessing that may be in effect for that school year. It is understood that the District's staffing needs will not be finalized until after April 30.

J. Effective January 17, 2013, any employee who maintains a Masters of Social Work, Speech and Language Pathologist or Psychology professional license and who is directed to use his/her professional license on behalf of the District for Medicaid reimbursement purposes, will be: (1) reimbursed for future triennial registration fees for recertification and for the cost of any course work that is required in order to maintain his/her professional license up to a maximum of \$1,500 every three years during the period of time for which the license is used on behalf of the District for Medicaid reimbursement purposes; and (2) responsible only for the services they have provided. The employee must provide proof of payment to the District's Business Office. The District will not reimburse any employee for any initial licensing or examination fees.

ARTICLE XXXIII – OFFICE AND INSTRUCTIONAL SUPPLIES

The Administration agrees to make every effort to insure that adequate office and instructional supplies and equipment shall be provided to each teacher at the beginning of and throughout the school year. It is further agreed that the Building Committee, consisting of the principal or his/her

designee and three teachers for the purpose of developing an operating procedures handbook for each building, shall incorporate supply and equipment ordering procedures within the handbook, and in addition shall incorporate a provision whereby teachers will be advised and consulted with promptly in the event of a cancellation in any supplies and/or equipment they have ordered.

ARTICLE XXXIV - CLASSROOM VISITATION

Teachers will be given advance notice (24 hours where possible) of persons other than school personnel who are granted permission to visit their classrooms.

ARTICLE XXXV – TEACHERS’ SCHEDULES AND ASSIGNMENTS

Wherever available, the Board agrees to provide the Association President or his/her designated representative, with copies of teachers’ schedules for each building. The Board will also furnish each teacher with his/her teaching assignment for the following year prior to the end of each school year.

ARTICLE XXXVI – BOARD AGENDA AND MINUTES

A copy of the Board agenda shall be made available to the president of the Association on the day of the Board’s meeting. The official minutes of the Board shall also be open for inspection by the President.

ARTICLE XXXVII – EXTRA CLASS COVERAGE

Any regular staff teacher who, during his/her unassigned duty-free time, covers an extra class because of the absence of another teacher, will be compensated at the home tutoring hourly rate for such coverage.

ARTICLE XXXVIII – PERSONAL PROPERTY LOSS

The Board will provide reimbursement of personal property losses suffered by teachers provided that (1) a claim has been submitted by the teacher on a timely basis, with adequate evidence of proof to substantiate the claim; (2) the teacher has demonstrated that the loss occurred without his or her negligence, either in the form of an act of commission of an error or omission; (3) the loss occurred while the teacher was in a work status; and (4) the loss is not compensable to the teacher under personal or other forms of insurance. In the case of damage to an automobile, or any part of an automobile, Board policy precludes reimbursement. However, the Board shall review the claims for damage to an automobile which claim meets the four requirements stated above and may reimburse the teacher for such loss, in its discretion.

ARTICLE XXXIX – LIABILITY INDEMNITY

Teachers acting within the scope of their duties shall be indemnified by the District against all sums which they shall become legally obligated to pay as damages for bodily injury or property damage and the District shall defend any suit against such teachers which allege bodily injury or property damage and which seek damages even if any of the allegations of the claims are groundless, false or fraudulent.

ARTICLE XL – SCHOOL CALENDAR

The Board agrees that the Administration shall consult with and discuss with the HCTA the projected school calendar for the following school year and that the said calendar shall be established and published by June 1st. In the absence of unusual circumstances, the Board agrees that the school calendar consisting of 182 instructional days and one Superintendent's conference day shall not be changed.

ARTICLE XLI – DUTY ADMINISTRATOR

An Administrator or his/her designee with authority shall be on duty at all times during the normal school day, including the lunch period. When it is known in advance that an Administrator will be absent from his/her building or a full day and no assistant to the administrator is available to be assigned, such teacher will be relieved from classroom instruction by a substitute while so acting.

ARTICLE XLII – ORGANIZATIONAL CHARTS; LINES OF AUTHORITY

The District agrees to provide the Association with job descriptions and organizational charts, for information and guidance, which will indicate supervisory positions and responsibilities and shall designate lines of authority and responsibility for the various supervisory positions.

ARTICLE XLIII – COMPLETION OF PROJECTS AND STUDIES

Wherever in this Agreement it is provided for joint administration and faculty committees to meet, study and/or work up procedures, programs or documents and either party defaults, the other party may proceed independently to complete and implement the project, subject to Board approval.

ARTICLE XLIV – SCHOOL SECURITY; PARKING AREA SECURITY; PARKING FACILITIES

A. Additional full-time qualified hall supervision shall be hired for the High School. In the event that building-wide security measures become inadequate to maintain discipline, the Association and the administration shall meet immediately to discuss appropriate remedial action. All visitors shall be required to register with the administration office in each building. All school doors shall be adequately secured.

B. Security personnel will be assigned to supervise the school parking areas during evenings when programs are scheduled.

C. The Board agrees to explore the feasibility of having certain parking facilities made available to teachers. The District will discuss with the Village of Hempstead the feasibility of changing the street parking rules to allow teachers to park closer to the school buildings.

ARTICLE XLV – PLANNING FOR INSTRUCTION

Uniform procedures shall be established and implemented District-wide by the Superintendent for planning for instruction. Problems in planning format will be submitted by the HCTA to the Professional Council.

ARTICLE XLVI – LOUNGES

There will be a suitable room with adequate furnishings for use by teachers in each building.

ARTICLE XLVII – LOCKED SPACE

Every reasonable effort will be made to accomplish, as per a consent arbitration award, the installation in each room of a closet or desk drawer with a lock for teachers to place their personal property. Effective January 17, 2013, the District will make a reasonable effort to locate a lockable space within the teacher's workspace. However, in instances where this is not feasible, the District will provide a teacher lockable space no smaller than a standard student locker and this space shall be within the building in which the teacher works.

ARTICLE XLVIII – RETIREMENT AND SEPARATION COMPENSATION

A. Upon retirement with 20 years of service in the District, including any outside credit given for salary purposes, teachers will be compensated for their accrued sick leave in accordance with the following schedule:

50 days – 100 days	\$100 a day for each day accrued (\$10,000 maximum); plus
101 days – 150 days	\$150 a day for each day accrued (\$7,500 maximum for days between 101 and 150); plus
151 days – 200 days	\$200 a day for each day accrued (\$10,000 maximum for days between 151 and 200); plus
201 days – 250 days	\$100 a day for each day accrued (\$5,000 maximum for days between 201 and 250).

The total maximum shall be \$32,500. In order to be eligible for this payment, teachers must provide the District with an irrevocable letter of resignation for retirement purposes at least 30 days prior to the effective date of resignation.

B. Upon resignation with at least 5 years of service in the District, including any outside credit given for salary purposes, teachers will be compensated for their accrued sick leave in accordance with the following schedule:

50 days – 100 days	\$50 a day for each day accrued (\$5,000 maximum); plus
101 days – 150 days	\$75 a day for each day accrued (\$3,750 maximum for days between 101 and 150); plus
151 days – 200 days	\$100 a day for each day accrued (\$5,000 maximum for days between 151 and 200)

The total maximum shall be \$13,750. In order to be eligible for this payment, teachers must provide the district with an irrevocable letter of resignation at least 30 days prior to the effective date of resignation.

C. 1. The payment will be made to an eligible teacher pursuant to Paragraph A or B in a non-elective, non-discretionary employer contribution into a § 403(b) account on behalf of the Teacher.

2. Within 30 days following the Teacher's resignation date, the District will make a contribution into a § 403(b) account on behalf of the Teacher in an amount equal to the lesser of: (i) the payment to which the Teacher is entitled pursuant to Paragraph A or B ("the Payment"); or (ii) the maximum contribution amount permitted pursuant to § 415(c) of the Internal Revenue Code of 1986, as amended ("the Maximum Contribution"), reduced by any contributions made during that calendar year to a § 403(b) account by or on behalf of the Teacher.

3. These contributions will be made to a provider the Teacher has selected and notified the District in writing and which has previously been approved and designated by the Board of Education. If the Teacher does not designate a § 403(b) account to receive the contributions, the District will deposit the contributions into a § 403(b) account on behalf of the Teacher as required by law. Each Teacher will immediately notify the District in writing of the total elective contribution, if any, made by him/her to any § 403(b) account(s) outside of that to which each contributes as an employee of the District.

4. Notwithstanding the amount of the non-elective contributions set forth above, the amount of the non-elective employer contributions will not exceed the applicable annual contribution limits permitted pursuant to applicable law. In the event that the aggregate of the employer non-elective contribution exceeds the applicable annual contribution limitation, the excess amount will be paid directly to the Teacher as compensation. All excess compensation amounts will be remitted as soon as is practicable after the Teacher's retirement date.

5. No Teacher or his/her estate may receive cash in lieu of or as an alternative to any employer non-elective contributions. In the event that a Teacher dies after his/her retirement or separation date but prior to the District making the contribution to the Teacher's § 403(b) account as set forth in Paragraph A, said contribution shall be forfeited if required by law.

6. The Teacher acknowledges that the District has made no representation to him/her as to the position of the New York State Teachers' Retirement System (TRS) regarding whether these contributions will be included in the Teacher's final average salary. The District will fulfill any applicable legal obligations in processing and reporting these contributions to the TRS.

7. The Teacher will sign an agreement prepared by the District in which the teacher acknowledges that the District has made no representation to him/her as to the position of the Internal Revenue Service or the Courts regarding the taxability or the tax-deferred nature of the Non-Elective Contributions provided herein and that the teacher shall be responsible for their own liabilities to the extent that the Internal Revenue Service or the Courts either re-characterize or denies the intended treatment or characterization of the contribution and further shall indemnify and hold the District harmless if either of these events shall occur.

ARTICLE XLIX – TAYLOR LAW SECTION 204-A

IT IS AGREED BY AND BETWEEN THE PARTIES, IN ACCORDANCE WITH ARTICLE 14, SECTION 204-A OF THE CIVIL SERVICE LAW AS AMENDED (THE "TAYLOR LAW"), THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE L – PAYDAYS

Assuming agreement by other negotiating units which will permit implementation on a district-wide basis the District agrees to convert to paydays on every other Friday effective July 1st, 1982.

ARTICLE LI – CONTRACT RESPONSIBILITY OF PARTIES

1. The District and the Association recognize their responsibility to at all times act in good faith in carrying out any and all provisions of this Agreement.

2. The Association recognizes the right of the Board and Administration to direct and control management policies subject to the obligations of the Agreement and law. Employees will cooperate with management within the obligations of this Agreement to facilitate efficient operation.

ARTICLE LII – CONFORMITY TO LAW

In the event that any provision of this Agreement is or shall at any time be determined to be contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE LIII – DURATION

A. Except as otherwise heretofore provided, this Agreement shall be effective as of July 1, 2011 and shall remain in full force and effect through June 30, 2013. Either party may initiate negotiations for a new Agreement by written notice to the other party on or about December 1st, 2009.

B. This contract shall not be changed, altered or impaired in any manner unless consented to in writing by the parties.

IN WITNESS WHEREOF, the parties hereto set their hands and seals the day and year first above written.

HEMPSTEAD CLASSROOM TEACHERS
ASSOCIATION

BOARD OF EDUCATION, HEMPSTEAD
UNION FREE SCHOOL DISTRICT

By: _____

By: _____

APPENDIX A – SALARY SCHEDULE

Hempstead Public School
 Teachers' Salary Schedule
 07/01/11 - 6/30/12
 Schedule 334
 0%

	Bachelors	B - 30	B - 60	Masters	M - 15	M - 30	M - 45	M - 60	Doctorate
Step	1	3	4	5	6	7	8	9	10
1	\$52,029	\$56,689	\$60,405	\$59,010	\$61,483	\$63,937	\$66,411	\$68,877	\$70,656
2	\$54,358	\$59,010	\$62,738	\$61,483	\$63,937	\$66,411	\$68,877	\$71,348	\$73,128
3	\$56,689	\$61,340	\$65,059	\$63,937	\$66,411	\$68,877	\$71,348	\$73,808	\$75,588
4	\$59,010	\$63,667	\$67,389	\$66,411	\$68,877	\$71,348	\$73,808	\$76,280	\$78,059
5	\$61,339	\$65,990	\$69,717	\$68,877	\$71,348	\$73,808	\$76,280	\$78,738	\$80,526
6	\$63,667	\$68,311	\$72,038	\$71,348	\$73,808	\$76,280	\$78,738	\$81,202	\$82,987
7	\$65,990	\$70,645	\$74,369	\$73,808	\$76,280	\$78,738	\$81,202	\$83,670	\$85,449
8	\$68,311	\$72,967	\$76,697	\$76,280	\$78,738	\$81,202	\$83,670	\$86,137	\$87,919
9	\$70,645	\$75,297	\$79,015	\$78,738	\$81,202	\$83,670	\$86,137	\$88,601	\$90,378
10	\$70,645	\$77,631	\$81,342	\$81,202	\$83,670	\$86,137	\$88,601	\$91,069	\$92,847
11	\$70,645	\$79,948	\$83,670	\$83,670	\$86,137	\$88,601	\$91,069	\$93,534	\$95,324
12	\$70,645	\$82,277	\$85,998	\$86,137	\$88,601	\$91,069	\$93,534	\$95,994	\$97,779
13	\$70,645	\$84,598	\$88,326	\$88,601	\$91,069	\$93,534	\$95,994	\$98,464	\$100,246
14	\$70,645	\$86,937	\$90,645	\$91,069	\$93,534	\$95,994	\$98,464	\$100,934	\$102,721
15	\$70,645	\$89,257	\$92,980	\$93,534	\$95,994	\$98,464	\$100,934	\$103,400	\$105,186
16	\$70,645	\$89,257	\$92,980	\$93,534	\$95,994	\$100,934	\$103,400	\$105,867	\$107,650
17	\$70,645	\$89,257	\$92,980	\$93,534	\$95,994	\$103,401	\$105,868	\$108,332	\$110,108
18	\$70,645	\$89,257	\$92,980	\$93,534	\$95,994	\$103,401	\$105,868	\$113,269	\$115,051
	TRANS		\$4,657		CLOSED TO ANYONE		BANS		\$4,926
	Assignment		\$11,706		HIRED		Longevity		\$1,200
			\$5,880		AFTER				
			\$2,908		10/31/1978				

SUPPLEMENT TO APPENDIX A (FORMERLY APPENDICES A-1, A-2 AND A-3)

1. Amounts marked by * will be paid only to those teachers who reached that point on the salary scale by July 1st, 1969, and they are not available to any teacher after that date.

2. Amounts marked ** will be paid only to those teachers who reached Step 10 or above during 1971-72 and they are not available to any teacher after that date.

3. For movement from B Scale to B+15 Scale, accredited courses completed prior to July 1st, 1969 cannot be applied.

4. "TR" refers to transitional increments for additional ½ year training.

5. SERVICE ASSIGNMENTS

Assignment No. 1 + .225 of Step 1, B Scale

Assignment No. 2 + .113 of Step 1, B Scale

Assignment No. 3 + .056 of Step 1, B Scale

6. IN-SERVICE CREDITS

A. Teachers may be placed at the highest pay scale class consistent with the total of graduate points and Hempstead system in- service points credited, provided, however, that not more than one-third of the total points so offered may be earned through in-service study.

B. The in-service credits recognized for the purpose of this section are Hempstead, State, BOCES, NYSUT, other school districts and professional organizations that receive the approval of the Professional Council.

7. Effective July 1, 2013, any teacher with 12 or more years of teaching experience in the Hempstead Schools, may be granted a transitional increment upon the completion of 15 additional points or credit hours. Additionally, any teacher that had filed an intention to receive transitional credit, on or before September 1, 2012, under the old contract language in Section 7, shall continue to be entitled to pursue such credit.

8. CERTAIN QUALIFICATIONS:

A. Credit for Experience

1) Teacher shall be given full credit for years of continuous service in the system.

2) Upon commencement of employment with the District or upon an employee's initial appointment to a probationary position, the District will, in its discretion, credit the teacher for step placement on the salary schedule, with no more than a total of eight years service credit. Upon the recall from the preferred eligibility list, a teacher excessed from the District and who taught outside of the District on a full-time uninterrupted basis while excessed, will be given up to three years' service credit for step placement for uninterrupted full-time experience. Service credit for step placement for prior District service and for uninterrupted full-time service while excessed from the District will not be granted in excess of a total of eight years.

3) Each year of military experience shall be counted in exactly the same manner as if it were teaching experience under (1) and (2) above. However, a maximum of three years military service credit will be allowed for such service earned before joining the Hempstead District staff.

B. School nurse-teacher, dental hygienists and school librarians shall be compensated in accordance with the teachers' salary schedule.

C. Salary level changes will be made semi-annually at September 1st, and February 1st, of each year. Changes will be based on official transcripts of work or other official documents in the hands of the Superintendent of Schools prior to these dates. Retroactive consideration will not be credited.

D. Persons with Service Assignments shall receive an addition to basic salary equal to .113 of Step 1, Bachelor Scale. Those with such major assignments as Department Head or equivalent major duties and responsibilities shall receive an addition to salary equal to .225 of Step 1, Bachelor Scale.

E. Experience in Hempstead preceding a break in service shall be treated in the same manner as experience outside of the system. The foregoing does not apply in the instance of military service, deferrable war work, or leave of absence.

F. In determining credit for training, the policies of the certification division of the State Education Department shall be followed.

G. In progressing from one training level to another on the salary schedule not more than 21 credits of work may be offered for any one year. Any work in excess of 10 hours per semester is to be approved by the Superintendent of Schools. When a teacher is on leave of absence for study, the foregoing shall not prevail.

H. For less than satisfactory service, the Board of Education reserves the right to withhold any and all increments not mandatory by law.

I. New Teachers joining staff after January 1st and before March 1st will be awarded a salary anniversary date of February 1st each year.

J. The standards for determining satisfactory service and types of evidence of such service shall be those set forth by the State Advisory Committee which have to do with "Direct Services to Pupils."¹

¹ Handbook of Suggestions for Administering the New York State Teachers' Salary Law of 1947, Report of the Advisory Committee on Teachers' Salaries. The University of the State of New York, The State Education Department, Albany, New York (pp. 11-13).

APPENDIX B
ADDITIONAL COMPENSATION

TEACHER SUMMER RATES
2004-2010

	2004-2005	2005-2006	2006-2007	2007-2008	2008-2009	
	3%	1.50%	2%	3.50%	4%	
0 Years Summer School Exp.	5442	5524	5634	5831	6065	6307
1 to 5 Yrs Summer School Exp.	5802	5889	6007	6217	6466	6724
6 to 9 yrs Summer School Exp.	6000	6090	6212	6429	6686	6954
10 or More Yrs Summer School Exp.	6199	6292	6418	6642	6908	7184

HEMPSTEAD PUBLIC SCHOOL
ADULT EDUCATION RATES

	2004-2005 3%	2005-2006 1.50%	2006-2007 2%	2007-2008 3.50%	2008-2009 4%	2009-2010 4%
STEP 1	30.24	30.69	31.30	32.39	33.68	35.02
STEP 2	32.07	32.55	33.20	34.36	35.73	37.16
STEP 3	34.32	34.83	35.52	36.76	38.23	39.75

Interscholastic Athletics
 2005-06 to
 2011-12

	Position	2005-2006 1.5%	2006-2007 2.0%	2007-2008 3.5%	2008-2009 4.0%	2009-2010 4.0%	2011-2011 2.0%	2011-2012 2.0%
High School: Boys Sports								
Badminton	Varsity Coach	3718	3792	3925	4082	4245	4330	4330
Badminton	JV Coach	2592	2644	2736	2845	2959	3018	3018
Baseball	Varsity Coach	5108	5210	5392	5608	5832	5949	5949
Baseball	Asst. Varsity Coach				3885	3936	4015	4015
Baseball	JV Coach	3725	3799	3932	4089	4253	4338	4338
Basketball	Varsity Coach	6706	6840	7080	7363	7658	7811	7811
Basketball	Asst. Varsity Coach	2555	2606	2697	2805	2917	2976	2976
Basketball	JV Coach	4282	4368	4521	4701	4889	4987	4987
Basketball	Freshman Coach	3713	3787	3920	4077	4240	4325	4325
Basketball	Scorekeeper	1096	1118	1157	1204	1252	1277	1277
Bowling	Varsity Coach	2462	2511	2599	2703	2811	2868	2868
Football	Varsity Coach	6706	6840	7080	7363	7658	7811	7811
Football	Asst. Varsity Coach	4913	5011	5186	5394	5610	5722	5722
Football	JV Coach	4602	4694	4858	5053	5255	5360	5360
Football	Asst. Jr Var Coach	4221	4306	4456	4635	4820	4916	4916
Football	Freshman Coach	3991	4071	4213	4382	4557	4648	4648
Football	Asst. Freshman	3065	3127	3236	3365	3500	3570	3570
Golf	Coach	2211	2255	2334	2427	2525	2575	2575
Indoor Track	Varsity Coach	4136	4219	4367	4541	4723	4818	4818
Indoor Track	Asst. Varsity Coach	1897	1935	2002	2082	2166	2209	2209
Cross Country	Varsity Coach	3453	3522	3645	3791	3943	4022	4022
Lacrosse	Varsity Coach	5191	5295	5481	5700	5928	6046	6046
Lacrosse	Asst. Varsity Coach	3447	3516	3639	3785	3936	4015	4015
Lacrosse	JV Coach	4050	4131	4276	4447	4625	4717	4717
Lacrosse	Freshman Coach	3225	3289	3404	3540	3682	3756	3756
Lacrosse	Scorekeeper	1096	1118	1157	1204	1252	1277	1277
Rifle Club	Advisor	1815	1852	1916	1993	2073	2114	2114
Soccer	Varsity Coach	4821	4917	5090	5293	5505	5615	5615
Soccer	JV Coach	3839	3916	4053	4215	4384	4472	4472
Swimming	Varsity Coach	4490	4579	4740	4929	5126	5229	5229
Swimming	Asst. Varsity Coach	1687	1721	1781	1852	1926	1965	1965
Tennis	Varsity Coach	3008	3068	3176	3303	3435	3503	3503
Track	Varsity Coach	5066	5168	5349	5563	5785	5901	5901
Track	Asst. Varsity Coach	3792	3868	4004	4164	4330	4417	4417

Interscholastic Athletics
2005-06 to 2011-12

	Position	2005-2006 1.5%	2006-2007 2.0%	2007-2008 3.5%	2008-2009 4.0%	2009-2010 4.0%	2010-2011 2.0%	2011-2012 2.0%
High School:								
Boys Sports Continued:								
Volleyball	Varsity Coach	3987	4067	4209	4378	4553	4644	4644
Volleyball	JV Coach	3383	3451	3571	3714	3863	3940	3940
Wrestling	Varsity Coach	5482	5591	5787	6018	6259	6384	6384
Wrestling	JV Coach	4236	4321	4472	4651	4837	4934	4934
Wrestling	Statistician	2195	2239	2317	2410	2506	2556	2556
Wrestling	Photographer	1659	1693	1752	1822	1895	1933	1933
Statistician	High School	1631	1663	1722	1790	1862	1899	1899
Programmer	High School	1659	1693	1752	1822	1895	1933	1933
Girls Sports:								
Badminton	Varsity Coach							4330
Badminton	JV Coach							3018
Basketball	Varsity Coach	6706	6840	7080	7363	7658	7811	7811
Basketball	JV Coach	4282	4368	4521	4701	4889	4987	4987
Basketball	Asst. Varsity Coach	2555	2605	2697	2805	2917	2976	2976
Bowling	Varsity Coach							2868
Cross Country	Varsity Coach							4022
Equipment Fall & Spin	Manager							5360
Equipment (Winter)	Manager							4987
Indoor Track	Varsity Coach							4818
Indoor Track	Asst. Varsity Coach							2209
Lacrosse	Freshman Coach							3756
Lacrosse	Scorekeeper							1277
Lacrosse	Varsity Coach	5191	5295	5481	5700	5928	6046	4717
Lacrosse	Asst. Varsity Coach				3785	3936	4015	4015
Lacrosse	JV Coach	4050	4131	4276	4447	4625	4717	4717
Rifle Club	Advisor	1815	1852	1916	1993	2073	2114	2114
Soccer	Varsity Coach							5616
Soccer	JV Coach							4472
Softball	Varsity Coach	5108	5210	5392	5608	5832	5949	5949
Softball	JV Coach	3725	3799	3932	4089	4253	4338	4338
Softball	Asst. Varsity Coach							4015

Interscholastic Athletics
2005-06 to 2011-12

	Position	2005-2006 1.5%	2006-2007 2.0%	2007-2008 3.5%	2008-2009 4.0%	2009-2010 4.0%	2010-2011 2.0%	2011-2012 2.0%
Middle School:								
Boys Sports								
Baseball	7 & 8 Gr Coach				3303	3435	3504	3504
Basketball	7 & 8 Gr Coach	2917	2976	3080	3203	3331	3398	3398
Basketball	Asst Coach							2355
Football	7 & 8 Gr Coach	3487	3557	3682	3829	3982	4062	4062
Football	Asst Coach	2779	2834	2933	3051	3173	3236	3236
Gymnastics	7 & 8 Gr Coach	1511	1542	1596	1659	1726	1760	1760
Gymnastics	Asst Coach	1208	1232	1275	1326	1379	1406	1406
Lacrosse	7 & 8 Gr Coach	2955	3014	3120	3245	3374	3442	3442
Lacrosse	Asst Coach	2007	2047	2119	2203	2291	2337	2337
Soccer	7 & 8 Gr Coach	3484	3554	3678	3825	3978	4058	4058
Track	7 & 8 Gr Coach	2979	3039	3145	3271	3402	3470	3470
Track	Asst Coach	2022	2062	2134	2220	2309	2355	2355
Wrestling	7 & 8 Gr Coach	3167	3231	3344	3478	3617	3689	3689
Girls Sports:								
Basketball	7 & 8 Gr Coach	2917	2976	3080	3203	3331	3398	3398
Basketball	Asst Coach	2022	2062	2134	2220	2309	2355	2355
Lacrosse	7 & 8 Gr Coach							3442
Lacrosse	Asst Coach							2337
Soccer	7 & 8 Gr Coach	3484	3554	3678	3825	3978	4058	4058
Softball	7 & 8 Gr Coach	3008	3068	3176	3303	3435	3503	3503
Track	7 & 8 Gr Coach							3470
Track	Asst Coach							2355
Volleyball	7 & 8 Gr Coach	2433	2482	2569	2672	2779	2834	2834
Volleyball	Asst Coach	688	702	726	755	786	801	801
Volleyball	Varsity Coach	3987	4067	4209	4378	4553	4644	4644
Volleyball	JV Coach	3383	3451	3571	3714	3863	3940	3940

EXHIBIT A - ANNUAL PROFESSIONAL PERFORMANCE REVIEW PLAN ("APPR PLAN")

MEMORANDUM OF AGREEMENT ("MOA"), made and entered into this day of September 2012, by and between the negotiating committees for the Hempstead Union Free School District ("the District") and the Hempstead Classroom Teachers' Association ("Association").

WHEREAS, the parties have engaged in negotiations in good faith in an effort to arrive at an agreement upon the provisions of their Annual Professional Performance Review Plan ("APPR Plan") pursuant to Education Law § 3012-c; and

WHEREAS, the District and the Association have arrived at a tentative agreement upon the terms of the APPR Plan attached hereto as Exhibit A; and

WHEREAS, the APPR Plan will be submitted to the Commissioner of Education ("Commissioner") on a form established by the Commissioner, which includes a certification to be executed by the Superintendent of the District, the President of the District's Board of Education ("BOE"), and the Presidents of applicable bargaining units, including the unit represented by the Association; and

NOW THEREFORE, in consideration of the natural covenants contained herein, the parties hereby stipulate and agree as follows:

1. The provisions of this MOA and the APPR Plan are subject to ratification by the Association's membership and to ratification and approval by the BOE.
2. The District's signatory below will present and recommend this MOA and the APPR Plan to the BOE for ratification and approval.
3. The District will submit the APPR Plan to the Commissioner for review and approval as soon as practicable after this MOA and the APPR Plan are ratified and approved by the BOE.
4. The signature of the Association President on the certification attached hereto as Exhibit B represents agreement to the terms contained therein and to the negotiated APPR Plan as it relates to teachers, subject to the remaining conditions set forth in this MOA.
5. The Association President agrees to execute additional or duplicate certification forms as may be necessary to satisfy the requirements of the Commissioner or the New York State Education Department.
6. The parties expressly understand and agree that the District's Superintendent and administrators will address and communicate with teachers regarding the APPR Plan commencing on or about August 29, 2012.
7. The APPR Plan and the terms of this MOA will be presented and recommended by the Association President and/or his designee(s) from the Association's APPR negotiating committee to the members of the Association for ratification on August 30, 2012 or as soon as practicable, but no later than October 5, 2012.
8. In the event that: (a) the Association's membership votes to reject the APPR Plan; (b) the BOE rejects the APPR Plan; or (c) the Commissioner rejects the APPR Plan with respect to areas that require negotiation pursuant to Education Law §3012-c, the parties will promptly reconvene to negotiate, consistent with the requirements of Civil Service Law Article 14, any necessary modifications to the APPR Plan requiring collective bargaining.

9. A copy of this original document has been provided to representatives of the District and the Association.
10. All proposals not covered herein made by either parties during the course of negotiations are deemed withdrawn.
11. The provisions of the APPR Plan will be as per the attached Exhibit A, except as may be otherwise agreed to by the parties, subject, where necessary or required, to the Commissioner's approval.
12. Notwithstanding any provisions of the CBA between the District and the Association, including but not limited to Articles XXIII and XXX, a teacher may only challenge his/her APPR evaluation pursuant to the APPR Appeals procedures found in Exhibit A. A teacher may not grieve his/her APPR evaluation. A violation of the evaluation procedures may be grieved pursuant to Article XXX by a teacher for whom the APPR appeals process is unavailable or in a HCTA initiated grievance. However, neither party is waiving its right to advance arguments regarding the appropriate remedy, if any, that may be awarded by an arbitrator.
13. This APPR plan will remain in effect for the 2012-13 school year.

FOR THE DISTRICT:

FOR THE ASSOCIATION:

Title

Title

Title

The Annual Professional Performance Review ("APPR") Plan I.

Statement of Purpose

The overarching goals of the teacher evaluation system are to promote student learning, improve teaching and professional practice and to implement New York's teacher evaluation law (Education Law §3012-c).

The following principles will govern the APPR process:

- Teachers should continue to grow professionally.
- Evaluations will be data-driven based on the evidence obtained by multiple measures of teaching practice and student achievement.
- Evaluations will be conducted openly and objectively with the full involvement of the teacher.

H. Plan Requirements

Education Law §3012-c, requires that each teacher must receive an APPR resulting in a single composite effectiveness score and a rating of "highly effective," "effective," "developing," or "ineffective." The composite score will be determined as follows:

- 20 percent student growth on state assessments or a comparable measure of student growth (25 percent upon implementation of a value-added growth model);
- 20 percent other locally selected measures of student achievement that are determined to be rigorous and comparable across classrooms (15 percent following implementation of a value-added growth model), which have been selected or developed locally through collective bargaining; and
- 60 percent based on multiple measures of effective teaching practice aligned with the state's teaching standards. The measures have been established locally through collective bargaining.

An APPR is required by law to be a significant factor in employment decisions including, but not limited to: retention, tenure determination, termination, supplemental compensation and professional development. However, regardless of any APPR, the district retains the right to terminate probationers for lawful reasons other than classroom performance.

The Hempstead UFSD ("District") will adopt an APPR plan by July 1 of each year if an annual plan is adopted or, if a multi-year plan is adopted, on July 1 of each appropriate year. The District will submit the plan, on a form prescribed by the State Education Commissioner ("Commissioner"), to the State Education Department ("SED") for approval. Should the plan be rejected, any deficiencies that are subject to negotiations pursuant to the Taylor Law will be addressed through collective bargaining, and the plan resubmitted.

There will be a joint labor-management advisory APPR Committee ("APPR Committee"), which will assist the District by making recommendations regarding APPR Plan implementation and revisions. A majority of the members of the Committee will be appointed by the President of the Hempstead Classroom Teachers Association ("HCTA" or "Association"). This Committee will be responsible for reviewing the policies and procedures related to the APPR. Either the District or the HCTA may request that the joint committee review specific aspects of the APPR Plan. Any changes to the evaluation procedures of teachers recommended by the APPR Committee would only be effective upon mutual written agreement of the HCTA and the District.,

This APPR plan will remain in effect for the 2012-13 school year.

III. Collection and reporting of teacher and student data

The District will ensure that all teacher of record determinations will be made accurately and in a manner consistent with the standards established by the Commissioner's regulations prior to using student growth and/or achievement data in an APPR. Each classroom teacher will be given a list of all students for whom he/she is the teacher of record not less than 2 weeks prior to the student data verified cutoff date set by the New York State Department of Education ("NYSED"). Any classroom teacher who believes that the list is incorrect and/or inconsistent with the standards established by the Commissioner's regulations for making teacher-of-record determinations may seek review of this determination by the District Superintendent or his/her designee.

The District will adhere to the requirements for reporting sub-component and composite scores to the NYSED established by regulations. A unique identifier will be used, and the names of individual teachers will not be provided.

IV. Internal assessment development and assessment security

Assessment development

The District will encourage the development of assessments by individuals or teams of teachers or through collaboration with BOCES.

Assessment security

Standardized assessments used for the purpose of teacher evaluation will not be disseminated in advance to students, teachers or principals. Scoring of assessments must be done by educators who do not have a vested interest in the assessments they score. SED assessment security requirements will be followed.

V. Training for evaluators and staff

Any evaluator [administrator, supervisor and/or external evaluators, if applicable] who participates in the evaluation of teachers for the purpose of determining an APPR rating will be fully trained or certified as required by Education Law §3012-c and Section 30-2.9 of the Rules of the Board of Regents prior to conducting a teacher evaluation.

Any final APPR issued by a lead evaluator who has not been trained or certified upon appeal of the APPR by a teacher pursuant to this APPR Plan, be deemed to be invalid and expunged from the teacher's record. An APPR which is expunged upon appeal will not be used in any subsequent disciplinary proceedings pursuant to Education Law §3020-a and will not be considered in employment decisions.

All professional staff subject to the District's APPR will be provided with an orientation or training on the evaluation system that will include: a review of the content and use of the evaluation system, the NYS Teaching Standards, the District's teacher practice rubric, forms and the procedures to be followed consistent with the approved APPR plan and associated contractual provisions. All training for current staff will be conducted prior to the implementation of the APPR process. Training will be conducted within 30 calendar days of the beginning of each subsequent school year for newly hired staff. Staff hired after the beginning of the school year will be provided with an orientation regarding the APPR prior to the preconference of their first observation.

VI. Student growth measures - the first 20% subcomponent

For classroom teachers, state assessments will be used for the growth subcomponent. Teachers of subjects where there is no state-provided measure of student growth on state assessments (i.e., subjects without a state assessment and subjects where a state-provided growth measure has not yet been created based on the state assessment), other comparable measures of growth will be used for the growth subcomponent. These teachers will have a growth measure based on Student Learning Objectives ("SLOs"). SLOs will be developed collaboratively between principals and an individual teacher, or groups of teachers to the extent practicable, although the District retains the right to make all final decisions regarding SLOs used in this subcomponent.

It is anticipated that SED will score and report the state-provided growth measure (or value-added measure ["VAM"] after a VAM model is approved by the Regents.) no later than September 1st, following the year the teacher is evaluated. Teachers will not be given incomplete composite ratings if the state-provided data is received by the District in a timely manner. The District will issue composite ratings after the state-provided data is received and incorporated into the APPRs.

VII. Locally developed and selected measures of student growth or achievement - the second 20% subcomponent

The measures of student achievement will be negotiated between the District and the Association consistent with the requirements of the Taylor Law. For the 2012-2013 school year, the Northwest Evaluation Association ("NWEA") Measures of Academic Progress, as approved by the SED, will be used for English and Mathematics. The Value Added Research Center ("V.A.R.C") attendance mitigation formula provided by NWEA will be applied to NWEA local assessments.

BOCES assessment questions and/or other professional assessment consortium questions and/or assessment questions developed locally will be used for subjects for which the NWEA local assessment is not available. In addition, an attendance mitigation formula agreed to by the HCTA and the District will be applied to all non-NWEA local assessments. The list of assessments to be used in this subcomponent for the 2012-2013 school year is shown in Appendix "A".

The APPR Committee will be charged with identifying and recommending additional specific measurements of student achievement, timelines for the collection of student achievement data, and how student achievement data will be weighted and adjusted to account for differences in student populations. The APPR Committee will be guided by the following principles:

- Locally selected measures should help the teacher add value to classroom instruction.
- Local measures should be aligned with the state's student learning standards and performance indicators including: critical thinking, cooperative problem-solving and oral communications.
- Local measures should be aligned with NY State Common Core Standards, meet statewide criteria and consist of multiple measures of student performance to improve the accuracy and stability of evaluations by reducing reliance on any single measure of performance.
- The Superintendent will certify that the measures meet the requirements for rigor and comparability. Comparability is defined as using the same measures across a subject and/or grade level within the school district. Rigor is defined as being aligned to the New York State Learning Standards and, to the extent practicable, valid and reliable as defined by the testing standards, meaning the "Standards for Educational and Psychological Testing" (American Psychological Association, National Council on Measurement in Education, and American Educational Research Association; 1999 — available at the Office of Counsel, SED).
- Local measures may include assessments other than standardized state tests.

The APPR Committee will periodically review the locally selected measures of student achievement to ensure their continued validity, reliability and appropriateness. Recommendations for the selection of other local measures of student achievement may be made by the APPR Committee. The Superintendent will, to the extent practicable, provide all APPR Committee members with time during the contractual work day to meet. Work on the APPR

Committee that is performed during the contractual work day will be used to satisfy not more than 7 hours of the teachers' professional development requirements pursuant to the collective bargaining agreement. APPR Committee work performed outside of the contractual work day that is not used to satisfy a committee member's professional development requirement will be compensated at the contractual hourly rate.

VIII. Measures of teacher effectiveness based on the NYS Teaching Standards — the 60% "Other Measures" subcomponent

The selection of the teacher practice rubric and multiple measures of teacher effectiveness may be recommended by the joint labor management APPR committee and will be subject to negotiations and agreement by the District and the Association.

For the 2012-2013 school year, the NYSUT Teacher Evaluation and Development ("TED") rubric has been agreed to from the list of state approved rubrics. The TED rubric, forms for the evaluation process, including the TED workbook, and the distribution of points among the TED rubric standards are included in Appendix B.

Analysis of teaching practice through multiple measures

- The teacher and evaluator will confer in preparation for the evaluation measures. The conference will include identification of the standards and elements which will be evaluated, the expectations of both parties, and the provision of any relevant documentation.
- Evidence is collected during scheduled classroom observation and other planned activities.
- Teachers will be formally observed pursuant to Article XXIII of the collective bargaining agreement, one of which will be unannounced.
- Teachers must be made aware of observations as they are occurring pursuant to Article XXIII of the Collective Bargaining Agreement and no mechanical or electronic recording devices will be used for this purpose without the specific and clear written consent of the teacher in advance of such use.
- The 60% teacher practice portion will be measured as follows:
 - 36 points will be based on formal observations. Each announced formal observation will be worth 3 points more than the unannounced observations.
 - 24 points will be based on portfolios presented by the teacher and will be assessed using the TED rubric.

Summative Evaluation

The summative evaluation includes the teacher's annual rating of effectiveness and the rationale supporting the rating. Both areas of strength and areas in need of improvement should be identified and specific recommendations made to improve effectiveness. The summative evaluation will include all of the evidence of effective teaching practice and the measures of student achievement.

Goal setting and professional learning plan

After the summative evaluation is given to teachers, they will have the opportunity to identify ways to enhance instructional practice and student achievement and to tie their individual goals to the attainment of school and district goals. A professional learning plan will be developed to improve effectiveness and student learning.

IX. Composite Score

Teachers will be informed of the rating procedures and made aware of what is required for a teacher to be rated "highly effective," "effective," "developing," and "ineffective" for the 20 percent locally-selected measures and the 60 percent other measures of teacher effectiveness. The state-provided 20 percent growth measure, or comparable measure, subcomponent will be formulated by the state. For the 2012-2013 school year, the scoring methodology attached as Appendix C will be used_

The summative evaluation and rating will be provided to the teacher as soon as practicable, but no later than September first of the school year following the year of the evaluation. The teacher's rating and score on the 20 percent locally-selected measures and the 60 percent other measures of teacher effectiveness will be computed and provided to the teacher, in writing, by no later than the last day of the school year for which the teacher is being evaluated, except where necessary State data upon which those scores are based is unavailable. The purpose of this notification is to give teachers sufficient time to assess their practice and plan accordingly, including seeking professional development and other supports during the summer.

X. Professional Development

The purposes of conducting an APPR include improvement of professional practice and student performance. APPR must therefore be a significant factor in shaping the professional development opportunities provided to teachers. The District and the Association will cooperate in designing professional development activities that are appropriate for and responsive to the individual needs of each individual teacher as identified in his/her APPR.

All costs associated with the provision of professional development required by the District will be borne by the District. Every effort will be made to provide professional development within the teachers' contractual day or during contractual after-school meeting time or on days within the contractual work year that are designated for professional development. In the event that

professional development must occur outside of the teachers' contractual day or on days other than contractual work days, teachers will be compensated at the contractual hourly rate.

XI. Teacher Improvement Plans (TIP)

Upon receiving a rating of "developing" or "ineffective", a teacher will be provided with a TIP. The TIP will be provided as soon as practicable, but in no case later than ten school days after the opening of classes for the school year.

Procedures for the TIP:

1. When a teacher's end of year evaluation results in a rating of "developing" or "ineffective", the District will place a teacher on a TIP for the following school year.
2. The teacher, with union representation at the teacher's option, will meet with the District to create a TIP to be implemented no later than ten school days from the opening of classes in the school year following the school year for which the teacher's end of year evaluation rating was developing or ineffective.
3. The District will identify the areas in need of improvement, provide a timeline by which improvement is to be achieved and the manner in which improvement is to be assessed.
4. The District will provide resources to help the teacher improve. Resources may include, but are not limited to, participation in in-service coursework, employee assistance programs, the District's Professional Development Plan (PDP), modeling by administration, professional conferences, and the like. All resources required by the District will be at District expense.
5. The TIP may be adjusted based on evidence collected during the period the TIP is in place. At the end of the school year, if the TIP goals have been reached, the TIP will terminate. The culmination of the TIP will be communicated in writing to the teacher.
6. At the end of the school year, if the TIP goals have been reached, the TIP will terminate. The culmination of the TIP will be communicated in writing to the teacher.

XII. Appeal Procedure

1. A tenured teacher who receives an overall rating of "ineffective" may appeal his/her Annual Professional Performance Review.
2. Within **10** school days after receipt of the written composite APPR the teacher may file an appeal with the Superintendent of Schools or his/her designee pursuant to the procedures set forth in this section.
3. Appeals must be in writing and will be limited to:
 - a. The substance of the annual professional performance review;
 - b. The District's adherence to the standards and methodologies required for this type of review pursuant to Section 3012-c of the Education Law;
 - c. The District's adherence to the Regulations of the Commissioner of Education and compliance with any applicable locally negotiated procedures; and/or
 - d. The District's issuance and/or implementation of the terms of the improvement plan.
4. A written appeal must include the following:
 - a. Teacher's name, school building assignment and position;
 - b. The name of his/her immediate supervisor;
 - c. The name of his/her evaluator;
 - d. The date the original summative evaluation was received by the teacher;
 - e. The applicable evaluation period;
 - f. A signed copy of the APPR being appealed;
 - g. A detailed written description of the specific areas of disagreement over his/her performance review and any documents or materials relevant to the appeal; and
 - h. The exact grounds upon which the appeal is based as specified in paragraphs 3 a-d above.
5. Failure to articulate a particular basis in the written appeal will be deemed a waiver of that basis.
6. Within 10 school days after receiving the written APPR appeal, the Superintendent of Schools or his/ her designee will either review the appeal and issue a written decision or assign a supervisor or administrator, other than the evaluator who issued the APPR being appealed, to review the appeal and issue a

written decision. The written decision will be provided to the teacher within 10 school days after receiving the written APPR.

7. Within 10 school days, after receiving the written response from the Superintendent or his/her designee, a tenured teacher who appealed an "ineffective" rating may elect in writing to have his/her appeal reviewed by an member of the panel of outside experts ("panel member"). In order to have his/her appeal heard by a panel member the teacher will file a written appeal with the Superintendent or his/her designee, who will forward the appeal to the first available panelist, on a rotating basis, within 7 school days. The HCTA and the District will agree upon a mutually acceptable list of experts to be included on the panel
8. The panelists will be selected to handle an appeal from this list on a rotating basis. If a panel member is unavailable to handle a particular appeal, the next listed panel member will be selected. The cost for the services of the panel member will be borne equally by the District and the HCTA.
9. Within 10 school days after receiving the written appeal the panel member will complete his/her review of the appeal will issue a written recommendation. Within this 10 school day period, the panel member, at his/her discretion, may request a meeting with the District and the teacher in order to clarify issues related to the appeal. The teacher may request union representation during any meeting with the panel member. The panel member's review is limited to the original written appeal, the superintendent or his/her designee's initial determination, supporting papers submitted by the teacher and a response to the appeal by the teacher's evaluator. If the panel member recommends a modification to the teachers overall ineffective APPR rating he/she must provide the basis upon which the recommendation was made.
10. Within 7 school days after receiving the panel member's recommendation, a tenured teacher who appealed an "ineffective" rating may file a written appeal to the Superintendent of Schools.
- 11 Within 10 school days after receiving the written appeal the Superintendent of Schools or his/her designee will consider the written recommendation of the panel member and will issue a final written decision. The Superintendent of Schools may not designate the evaluator or the same designee who handled any portion of the appeal process. The written decision of the Superintendent of Schools or his/her designee will be final and binding on all parties and will not be grievable, arbitrable or reviewable by a third party in any other forum. Nothing in this paragraph will be deemed to limit the defenses of a tenured pedagogue in the context of a NYS Education Law §3020-a disciplinary proceeding based upon a "pattern of unsatisfactory teaching performance" and/or "pedagogical incompetence."

12. The failure to file an appeal within the time limits specified above will be deemed a waiver of the right to appeal.
13. The time limits specified in this appeal procedure may be extended in writing by mutual agreement of the District and the HCTA only but may not be extended beyond 60 school days.
14. The parties acknowledge that nothing herein shall prevent the teacher or the District from offering into evidence the written review recommendation of an outside expert appointed pursuant to this subdivision in the context of a 3020-a discharge proceeding based on a "pattern of ineffective teaching or performance" or "pedagogical incompetence."
15. Within 10 school days after receipt of the APPR, a tenured teacher who receives an overall APPR rating of "developing" or a non-tenured teacher who receives an overall APPR rating of "ineffective" will be permitted to appeal his/her overall rating to the Superintendent of Schools or his/her designee. Any appeal pursuant to this paragraph must be in writing and must comply with the requirements of paragraphs 1 through 5 above. Within 10 school days of receipt of the written appeal the Superintendent of School or his/her designee will issue a written decision. The written decision of the Superintendent of Schools or his/her designee will be final and binding on all parties and will not be grievable, arbitrable or reviewable by a third party in any other forum. Nothing in this paragraph will be deemed to limit the defenses of a tenured pedagogue in the context of a NYS Education Law §3020-a disciplinary proceeding.

**EXHIBIT B
GROWTH AND LOCAL ASSESSMENT FOR**

Hempstead School District - Growth and Local Assessments for APPR

Revised August 24, 2012 after meetings with Dr. Garcia on 8.22.12 and 8.23.12

	Growth Measure Non-negotiated	Local Measure Negotiated
ELEMENTARY TEACHERS		
K – 2nd	SLO with district, BOCES or professional consortium created in ELA assessments and SLO with district, BOCES or professional consortium created Math assessments	Growth on NWEA Reading and Language MAP Primary Years assessments and Growth on NWEA Math MAP Primary Years assessments
3rd	SLO with ELA state assessment and SLO with Math state assessment	Growth on NWEA Reading and Language MAP assessments and Growth on NWEA Math MAP assessments
4th – 5th (includes self-contained special education classes if 16 or more student records are reported for state assessment)	SGP/VA from state	Growth on NWEA Reading and Language MAP assessments and Growth on NWEA Math MAP assessments
Library Media (teachers of record ONLY)	SLO with district, BOCES or professional consortium created assessments	Achievement for ELs or SWDs on district, BOCES or professional consortium created assessments
Resource Room	SLO with state assessment in ELA and SLO with state assessment in Math	Growth on NWEA Reading and Language MAP assessments and Growth on NWEA Math MAP assessments
Speech (teachers of record ONLY)	If 16 or more student records are available for state assessment, SGP/VA from SED will be provided. If fewer than 16 student records are available, SLOs with state assessments (where available) or district-created assessments needed	Growth on NWEA Reading and Language MAP assessments and Growth on NWEA Math MAP assessments

Hempstead School District - Growth and Local Assessments for APPR

Revised August 24, 2012 after meetings with Dr. Garcia on 8.22.12 and 8.23.12

Reading and AIS/Rti	If 16 or more student records are available for state assessment, SGP/VA from SED will be provided. If fewer than 16 student records are available, SLO with state assessments (where provided) or district-created assessment is needed.	Growth on NWEA Reading and Language MAP assessments and/or (depends on content focus for AIS/Rti)
ESL	SLO with NYSESLAT	Growth on NWEA Reading and Language MAP assessments
Music, Art, PE, FLES, Computer, Technology	SLO with district, BOCES or professional consortium created assessments	Achievement for ELs or SWDs on district, BOCES or professional consortium created assessments
Self-Contained Special Education Teachers (with fewer than 16 student records for state assessments)	SLO with state assessment in ELA and/or NYSAA (depends on roster) AND SLO with state assessment in Math and/or NYSAA (depends on roster)	Growth on NWEA Reading and Language MAP assessments and Growth on NWEA Math MAP assessments
MIDDLE SCHOOL TEACHERS		
6th – 8th ELA (includes self-contained special education classes if 16 or more student records are reported for state assessment)	SGP/VA from state	Growth on NWEA Reading and Language MAP assessments
ELA Elective <i>If needed</i>	SLO with district, BOCES or professional consortium created assessments	Growth on NWEA Reading and Language MAP assessments
6 th – 8 th Math (includes self-contained special	SGP/VA from state	Growth on NWEA Math MAP assessment

Hempstead School District - Growth and Local Assessments for APPR

Revised August 24, 2012 after meetings with Dr. Garcia on 8.22.12 and 8.23.12

education classes if 16 or more student records are reported for state assessment)		
Integrated Algebra	SLO with Integrated Algebra Regents	Growth on NWEA Math MAP assessment
6th – 7th Science	SLO with growth on NWEA MAP Assessment (Science)	Growth on district, BOCES or professional consortium created assessments
8th Science	SLO with state assessment in science or Earth Science Regents	Growth on district, BOCES or professional consortium created assessments
6th – 8th Social Studies	SLO with district, BOCES or professional consortium created assessments	Achievement for ELs or SWDs on district, BOCES or professional consortium created assessments
Music, Art, PE, Health, LOTE, Technology, Business, FACS	SLO with district, BOCES or professional consortium created assessments	Achievement for ELs or SWDs on district, BOCES or professional consortium created assessments
Library Media (teachers of record ONLY)	SLO with district, BOCES or professional consortium created assessments	Achievement for ELs or SWDs on district, BOCES or professional consortium created assessments
Resource Room	SLO with state assessment in ELA and SLO with state assessment in Math	Growth on NWEA Reading and Language MAP assessments and Growth on NWEA Math MAP assessments
Speech (teachers of record ONLY)	If 16 or more student records are available for state assessment, SGP/VA from SED will be provided. If fewer than 16 student records are available, SLOs with state assessments needed.	Growth on NWEA Reading and Language MAP assessments and Growth on NWEA Math MAP assessments

Hempstead School District - Growth and Local Assessments for APPR

Revised August 24, 2012 after meetings with Dr. Garcia on 8.22.12 and 8.23.12

Reading and AIS/Rtl	If 16 or more student records are available for state assessment, SGP/VA from SED will be provided. If fewer than 16 student records are available, SLO with state assessments (where provided) or district-created assessment is needed	Growth on NWEA Reading and Language MAP assessments and/or (depends on content focus for AIS/Rtl)
ESL and NLA	SLO with growth on NYSESLAT or ELA assessment	Growth on NWEA Reading and Language MAP assessments
Self-Contained Special Education Teachers (with fewer than 16 student records for state assessments)	SLO with state assessment in ELA and/or NYSAA (depends on roster) AND SLO with state assessment in Math and/or NYSAA (depends on roster)	Growth on NWEA Reading and Language MAP assessments and Growth on NWEA Math MAP assessments
HIGH SCHOOL COURSES		
9th, 10th, and 12th ELA	SLO with district, BOCES or professional consortium created assessments	Growth on NWEA MAP Reading and Language assessments
11th ELA	SLO with English Regents exam	Growth on NWEA MAP Reading and Language assessments
ELA Electives or Non-Regents courses	SLO with district, BOCES or professional consortium created assessments	Growth on NWEA MAP Reading and Language assessments
Regents Math Courses	SLO with respective Math Regents exams	Growth on NWEA MAP Math assessment
Non-Regents Math Courses and Math Electives	SLO with district, BOCES or professional consortium created assessments	Growth on NWEA MAP Math assessment

Hempstead School District - Growth and Local Assessments for APPR

Revised August 24, 2012 after meetings with Dr. Garcia on 8.22.12 and 8.23.12

Regents Science Courses	SLO with respective Science Regents exams	Achievement on district, BOCES or professional consortium created assessments
Regents Social Studies Courses	SLO with respective Social Studies Regents exams	Achievement on district, BOCES or professional consortium created assessments
Non-Regents Science and Social Studies Courses and Electives	SLO with district, BOCES or professional consortium created assessments	Achievement for ELs or SWDs on district, BOCES or professional consortium created assessments
All Advanced Placement (AP) teachers	SLO with AP exam proficiency results (3 or higher on AP exam)	Achievement on district, BOCES or professional consortium created assessments
All Workshop Courses	SLO with results of respective Regents exams	Achievement on district, BOCES or professional consortium created assessments
SIFE Courses	SLO with <i>RCT, Regents exams or NYSESLAT</i> . If students will not take these exams, district, BOCES or professional consortium created assessments in ELA AND SLO with <i>RCT or Regents exams</i> . If students will not take these exams, district, BOCES or professional consortium created assessments in Math	Achievement on district, BOCES or professional consortium created assessments. <i>*If district, BOCES or professional consortium created assessment is used for growth component, achievement for ELs or SWDs on district, BOCES or professional consortium created assessments will be used for the local component.</i>
ESL and NLA	SLO with growth on NYSESLAT	Growth on NWEA MAP Reading and Language assessments
Library Media (teachers of record ONLY)	SLO with district, BOCES or professional consortium created assessments	Achievement for ELs or SWDs on district, BOCES or professional consortium created assessments

Hempstead School District - Growth and Local Assessments for APPR

Revised August 24, 2012 after meetings with Dr. Garcia on 8.22.12 and 8.23.12

Reading and AIS/RTI	If 16 or more student records are available for state assessment, SGP/VA from SED will be provided. If fewer than 16 student records are available, SLO needed with English Regents (grade 11) or district-created assessment.	Growth on NWEA Reading and Language MAP assessments and/or (depends on content focus for AIS/RTI)
Resource Room	SLO with state assessment in ELA and SLO with state assessment in Math	Growth on NWEA Reading and Language MAP assessments and Growth on NWEA Math MAP assessments
Speech (teachers of record ONLY)	If 16 or more student records are available for state assessment, SGP/VA from SED will be provided. If fewer than 16 student records are available, SLOs with state assessments needed.	Growth on NWEA Reading and Language MAP assessments and Growth on NWEA Math MAP assessments
Self-Contained Special Education Teachers (with fewer than 16 student records for state assessments)	SLO with state assessment in ELA and/or NYSAA (depends on roster) AND SLO with state assessment in Math and/or NYSAA (depends on roster)	Growth on NWEA Reading and Language MAP assessments and Growth on NWEA Math MAP assessments
Other 9th - 12th Teachers	SLO with district, BOCES or professional consortium created assessments - Art teachers (all) - Music teachers (all) - Theatre (all) - PE, Health, FACS, ROTC (all) - Business (all) - ROTC (all) - LOTE teachers (all)	Achievement for ELs or SWDs on district, BOCES or professional consortium created assessments

EXHIBIT C
NYSUT'S TEACHER PRACTICE
RUBRIC *2012 EDITION*



*NYSUT's Teacher Practice Rubric * 2012 Edition **
Aligned with the New York State Teaching Standards

Standard I: Knowledge of Students and Student Learning

Teachers acquire knowledge of each student and demonstrate knowledge of student development and learning to promote achievement for all students.

It is not enough for teachers to know and understand childhood or adolescent developmental norms. Teachers must also know their students: their strengths and weaknesses, their interests, their readiness levels and skill sets, and the outside influences that affect their learning: family dynamics, cultural customs, and socio-economic status. Furthermore, teachers must demonstrate this knowledge and understanding and also incorporate appropriate 21st Century Skills in the planning and preparation of their lessons.

Element L1: Teachers demonstrate knowledge of child and adolescent development, including students' cognitive, language, social, emotional, and physical developmental levels.

NYSED Indicators: *Describe orally and in writing an understanding of the developmental characteristics of their students; create developmentally appropriate lessons that address student learning differences and needs; Teachers implement lessons and modify instruction based upon student developmental needs.*

	Indicators	Ineffective	Developing	Effective	Highly Effective
A.	<i>Describes and plans using knowledge of developmental characteristics of students</i>	Teacher is unable to describe orally or apply in planning, the developmental characteristics of the age group.	Teacher describes orally and applies in planning, some knowledge of the developmental characteristics of the age group.	Teacher describes orally and applies in planning, an accurate knowledge of the typical developmental characteristics of the age group, as well as exceptions to the general patterns.	In addition to accurate knowledge of the typical developmental characteristics of the age group, and exceptions to the general patterns, teacher describes orally and applies in planning the extent to which individual students follow the general patterns and how 21 st Century Skills fit into this knowledge base.



NYSUT's Teacher Practice Rubric * 2012 Edition *
Aligned with the New York State Teaching Standards

Element L2: Teachers demonstrate current, research-based knowledge of learning and language acquisition theories and processes.

NYSSED Indicators: *Design lesson plans and adjust instruction to include a variety of strategies that support the learning needs of each student. Design lesson plans and adjust instruction to include a variety of strategies that support the language acquisition needs of each student. Teachers explain their instructional decisions citing current research.*

	Indicators	Ineffective	Developing	Effective	Highly Effective
A.	<i>Uses strategies to support learning and language acquisition</i>	Teacher designs lessons with few strategies that support student learning and language acquisition needs. Teacher does not adjust instruction.	Teacher designs lessons to include some instructional strategies that support the learning and language acquisition needs of some students. Teacher is able to adjust instruction by implementing one or two additional strategies.	Teacher designs lessons to include several instructional strategies that support the learning and language acquisition needs of most students. Teacher is able to adjust instruction by adapting and/or adding strategies to meet the needs of specific students.	Teacher designs lessons to include several instructional strategies that support the learning and language acquisition needs of each student. Teacher is able to adjust instruction by adapting and/or adding strategies to meet the needs of specific students. Students suggest specific strategies that help them achieve the outcomes of the lesson and teacher supports the students' suggestions.
B.	<i>Uses current research</i>	Teacher is unable to cite current research to plan or explain instructional decisions.	Teacher cites limited or dated research to plan and explain instructional decisions.	Teacher cites current research to plan and explain instructional decisions.	Teacher cites current research to plan and explain instructional decisions and seeks out additional research to inform practice.



*NYSUT's Teacher Practice Rubric * 2012 Edition **
Aligned with the New York State Teaching Standards

Element 1.3: Teachers demonstrate knowledge of and are responsive to diverse learning needs, strengths, interests, and experiences of all students.

NYSED Indicators: *Vary and modify instruction to meet the diverse learning needs of each student. Create, deliver, and adapt instruction to address each student's strengths, interests, and experiences.*

	Indicators	Ineffective	Developing	Effective	Highly Effective
<i>A.</i>	<i>Plans for student strengths, interests, experiences to meet diverse learning needs of each student</i>	Teacher's plans do not vary or modify instruction to meet the strengths, interests, experiences, or diverse learning needs of students.	Teacher's plans vary or modify instruction to meet the strengths, interests, experiences, and diverse learning needs of some students.	Teacher's plans vary or modify instruction to meet the strengths, interests, experiences, diverse learning needs of most students.	Teacher's plans vary or modify instruction to meet the strengths, interests, experiences, diverse learning needs of each student. Students suggest ways in which the lesson might be modified to advance their own learning and teacher acknowledges the suggestion.



NYSUT's Teacher Practice Rubric * 2012 Edition *
Aligned with the New York State Teaching Standards

Element 1.4: Teachers acquire knowledge of individual students from students, families, guardians, and/or caregivers to enhance student learning.

NYSED Indicators: *Communicate directly with each student's parents, guardians, and/or caregivers. Use a variety of techniques to accommodate the communication needs of each student's parents, guardians, and/or caregivers.*

	Indicators	Ineffective	Developing	Effective	Highly Effective
A.	<i>Communicates with parents, guardians, and/or caregivers.</i>	Teacher does not communicate directly with student's parents, guardians, and/or caregivers to enhance student learning and/or does not accommodate the communication needs of the family.	Teacher occasionally communicates directly with student's parents, guardians, and/or caregivers to enhance student learning. Communication is occasionally modified to meet the needs of the family.	Teacher regularly communicates directly with student's parents, guardians, and/or caregivers to enhance student learning. Communication is frequent and uses multiple modes of contact to accommodate the needs of the family.	Teacher communicates directly with student's parents, guardians, and/or caregivers to enhance student learning. Multiple modes of contact are used to accommodate the needs of the family. Students and parents/guardians initiate communication.



NYSUT's Teacher Practice Rubric * 2012 Edition *
Aligned with the New York State Teaching Standards

Element 1.5: Teachers demonstrate knowledge of and are responsive to the economic, social, cultural, linguistic, family, and community factors that influence their students' learning.

NYSED Indicators: *Incorporate a knowledge and understanding of the school community when planning and implementing instruction. Incorporate an understanding of their students' strengths and limitations and the environmental factors that influence their students' learning. Attend to individual students' personal and family experiences by incorporating multiple perspectives when discussing content.*

	Indicators	Ineffective	Developing	Effective	Highly Effective
<i>A.</i>	<i>Incorporates the knowledge of school community and environmental factors</i>	Teacher does not incorporate knowledge and understanding of the school community when designing or implementing instruction.	Teacher incorporates general knowledge of the school community when planning and implementing instruction.	Teacher incorporates detailed and specific knowledge of the school community when planning and implementing instruction reflecting a deep understanding of the school community.	Teacher incorporates detailed and specific knowledge of the school community when planning and implementing instruction, reflecting a deep understanding of the school community. Teacher continuously seeks additional information to impact instruction.
<i>B.</i>	<i>Incorporates multiple perspectives</i>	Teacher does not consider students' personal and family experiences when planning delivery of content.	Teacher considers students' personal and family experiences when planning delivery of content by incorporating more than one perspective.	Teacher considers students' personal and family experiences when planning delivery of content by incorporating multiple perspectives.	Teacher considers students' personal and family experiences when planning delivery of content by incorporating multiple perspectives. Students offer their personal perspective as it relates to the content and the teacher incorporates those perspectives in planning.



NYSUT's Teacher Practice Rubric * 2012 Edition *
Aligned with the New York State Teaching Standards

Element L.6: Teachers demonstrate knowledge and understanding of technological and information literacy and how they affect student learning.

NYSED Indicators: *Use technological tools and a variety of communication strategies to engage each student. Assist students to become knowledgeable and critical consumers and users of quality information.*

	Indicators	Ineffective	Developing	Effective	Highly Effective
A.	<i>Understands technological literacy and its impact on student learning</i>	Teacher does not plan the use of available technological tools or a variety of communication strategies to engage students or assist them in becoming critical users of quality information. Teacher is unaware of 21st Century Skills.	Teacher plans the use of available technological tools and communication strategies to engage some students and/or to assist them in becoming critical users of quality information. Teacher's knowledge of 21st Century Skills is rudimentary.	Teacher plans the use of available technological tools and communication strategies to engage most students, and to assist them in becoming critical users of quality information. Teacher's knowledge of 21st Century Skills is current and embedded in the communication strategies.	Teacher plans the use of available technological tools and communication strategies to engage each student. Teacher's knowledge of 21st Century Skills is current and embedded in the communication strategies. Students contribute to the variety of technological strategies used to engage them in their own learning and become critical users of quality information.



NYSUT's Teacher Practice Rubric * 2012 Edition *
Aligned with the New York State Teaching Standards

Standard II: Knowledge of Content and Instructional Planning

Teachers know the content they are responsible for teaching and plan instruction that ensures growth and achievement for all students. *A teacher translates instructional outcomes into learning experiences for students through the design of instruction. Even in classrooms where students assume considerable responsibility for their learning, teachers must design instruction that is coherent and balanced between careful planning and flexibility in execution. Teachers design instruction that reflects the needs of 21st century learners and include opportunities to collaborate, innovate, create and solve problems using high-level cognitive processes and communication tools and media.*

Element II.1: Teachers demonstrate knowledge of the content they teach, including relationships among central concepts, tools of inquiry, structures and current developments within their discipline(s).

NYSED Indicators: *Incorporate key concepts during instruction through the use of multiple representations and explanations. Engage students to use key disciplinary language with comprehension through instruction. Demonstrate the effective use of current developments in pedagogy and content. Design learning experiences that foster student understanding of key disciplinary themes. Demonstrate knowledge of the learning standards and their application throughout their instruction and practice.*

	Indicators	Ineffective	Developing	Effective	Highly Effective
A.	<i>Understands key discipline concepts, themes, learning standards and key disciplinary language</i>	Teacher does not understand or use in planning the key discipline concepts, themes or learning standards and does not plan for students to use and comprehend key disciplinary language.	Teacher has a rudimentary understanding and use in planning of the key discipline concepts and/or themes and occasionally plans instruction that allows students to use and comprehend key disciplinary language.	Teacher understands and plans key discipline concepts and themes in the discipline and can relate them to one another. Teacher plans instruction that allows students to be cognitively engaged in their use and comprehension of key disciplinary language	Teacher understands and purposefully plans key discipline concepts and themes in the discipline and how they relate within and outside of the discipline. Teacher plans instruction that allows students to be cognitively engaged in the use and comprehension of key disciplinary language in order to enrich learning experiences in the discipline.
B.	<i>Uses current developments in pedagogy and content</i>	Teacher is not current on content-related pedagogy and is unable to cite current research to explain planned instructional decisions.	Teacher has a limited understanding of current content-related pedagogy and cites limited or dated research to explain planned instructional decisions.	Teacher understands current content-related pedagogy and cites current research to explain planned instructional decisions.	Teacher understands current content-related pedagogy and cites current research to explain planned instructional decisions. Teacher seeks out new developments to enhance practice.



NYSUT's Teacher Practice Rubric * 2012 Edition *
Aligned with the New York State Teaching Standards

Element II.2: Teachers understand how to connect concepts across disciplines and engage learners in critical and innovative thinking and collaborative problem-solving related to real world contexts.

NYSSED Indicators: *Facilitate students' ability to develop diverse social and cultural perspectives. Incorporate perspectives from varied disciplines and use and model interdisciplinary skills in their instruction. Provide opportunities for students to engage in individual and collaborative critical thinking and problem solving. Teachers model and encourage effective use of interpersonal communication skills to build student capacity for collaboration. Create opportunities for students to apply disciplinary and cross-disciplinary knowledge to personal experiences and real world problems.*

	Indicators	Ineffective	Developing	Effective	Highly Effective
<i>A.</i>	<i>Incorporates diverse social and cultural perspectives</i>	Teacher does not plan instruction that facilitates students' ability to develop diverse social and cultural perspectives. Instruction is not aligned with 21 st Century skills.	Teacher plans some instruction to facilitate students' ability to develop diverse social and cultural perspectives. Instruction may or may not be aligned with 21 st Century skills.	Teacher plans most instruction to facilitate students' ability to develop diverse social and cultural perspectives. Teacher incorporates perspectives from a variety of disciplines and embeds interdisciplinary skills in instruction to align with 21 st Century Skills.	Teacher plans all instruction to facilitate students' ability to develop diverse social and cultural perspectives. The perspectives are connected to a sequence of learning both in the discipline and related disciplines and align with 21 st Century Skills.
<i>B.</i>	<i>Incorporates individual and collaborative critical thinking and problem solving</i>	Teacher does not plan opportunities for students to engage in individual and collaborative critical thinking and problem solving.	Teacher plans occasional opportunities for students to engage in individual and collaborative critical thinking and problem solving.	Teacher plans frequent opportunities for students to engage in individual and collaborative critical thinking and problem solving that align with 21 st Century Skills. The teacher models effective interpersonal skills.	Teacher plans on-going opportunities for students to engage in individual and collaborative critical thinking and problem solving that align with 21 st Century Skills. The teacher models and encourages effective use of interpersonal skills to build student capacity for collaboration.



*NYSUT's Teacher Practice Rubric * 2012 Edition **
Aligned with the New York State Teaching Standards

	Indicators	Ineffective	Developing	Effective	Highly Effective
C.	<i>Incorporates disciplinary and cross-disciplinary learning experiences</i>	Teacher does not create learning experiences for students to apply disciplinary and cross-disciplinary knowledge to personal experiences and real world problems.	Teacher creates occasional learning experiences for students to apply disciplinary and cross-disciplinary knowledge to personal experiences and real world problems.	Teacher creates regular learning experiences for students to apply disciplinary and cross-disciplinary knowledge to personal experiences and real world problems.	Teacher creates regular opportunities for students to apply disciplinary and cross-disciplinary knowledge to personal experiences and real world problems. Teacher seeks student input prior to planning such learning experiences.



NYSUT's Teacher Practice Rubric * 2012 Edition *
Aligned with the New York State Teaching Standards

Element IL3: Teachers use a broad range of instructional strategies to make subject matter accessible.

NYSED Indicators: Design instruction that reflects the multiple experiences, strengths, and learning needs of students. Adapt instruction in response to various levels of student understanding. Make meaningful connections between content and students' life experiences. Create opportunities for students to engage in self-directed learning.

	Indicators	Ineffective	Developing	Effective	Highly Effective
A.	<i>Designs learning experiences that connect to students' life experiences</i>	Teacher designs learning experiences that do not make connections between content and students' life experiences or the connections are insensitive and/or inappropriate. Connections to 21st Century skills are absent.	Teacher attempts to design learning experiences that make connections between the content and students' life experiences; some connections may be inappropriate. Occasional connections to 21st Century skills are included.	Teacher frequently designs learning experiences that make appropriate connections between the content and students' life experiences. There are frequent connections to 21st Century skills.	Teacher frequently designs learning experiences that make appropriate connections between the content and students' life experiences. Teacher includes suggestions offered by students. 21st Century skills are embedded into each lesson.
B.	<i>Designs self-directed learning experiences</i>	Teacher does not design learning experiences that engage students in self-directed learning.	Teacher designs limited learning experiences that engage students in self-directed learning.	Teacher designs frequent learning experiences that engage students in challenging, self-directed learning.	Teacher designs frequent learning experiences that engage students in challenging, self-directed learning. Teacher seeks student input from students in the design of such experiences.



NYSUT's Teacher Practice Rubric * 2012 Edition *
Aligned with the New York State Teaching Standards

Element II.4: Teachers establish goals and expectations for all students that are aligned with learning standards and allow for multiple pathways to achievement.

NYSED Indicators: Design learning experiences that are aligned with learning standards. Articulate clear learning objectives that align with learning standards. Include opportunities for students to achieve learning goals in a variety of ways.

	Indicators	Ineffective	Developing	Effective	Highly Effective
<i>A.</i>	<i>Articulates learning objectives/goals with learning standards</i>	Teacher is unable to design learning experiences or articulate how learning objectives are aligned with learning standards and/or how students will achieve the learning goals.	Teacher is able to design learning experiences and articulate how some learning objectives are aligned with learning standards and has designed some opportunities for students to achieve the learning goals.	Teacher is able to design learning experiences and articulate how the learning objectives align with learning standards and includes several different opportunities for students to achieve the learning goals including application of 21st Century Skills.	Teacher is able to design all learning experiences and articulate how the learning objectives are aligned with learning standards and includes several different opportunities for students to achieve the learning goals including application of 21st Century Skills. Students suggest additional ways in which to demonstrate their learning.



NYSUT's Teacher Practice Rubric * 2012 Edition *
Aligned with the New York State Teaching Standards

Element II.5: Teachers design relevant instruction that connects students' prior understanding and experiences to new knowledge.

NYSED Indicators: Determine current levels of student understanding and knowledge of content through questioning techniques, discussion, and other methods. Address common misconceptions in the content area through instructional methods. Design learning experiences that connect students' prior knowledge and instruction.

	Indicators	Ineffective	Developing	Effective	Highly Effective
A.	<i>Designs instruction using current levels of student understanding</i>	Teacher does not use students' responses to questions, discussion or other work nor considers possible misconceptions when planning instruction.	Teacher uses students' responses to questions, discussion or other work, and may or may not consider common misconceptions when planning instruction.	Teacher uses students' responses to questions, discussion, and other work, and considers common misconceptions when planning instruction.	Teacher uses individual students' responses to questions, discussion, and other work, and routinely considers common misconceptions when planning instruction.
B.	<i>Designs learning experiences using prior knowledge</i>	Teacher does not design learning experiences that connect students' prior content knowledge to new learning.	Teacher designs some learning experiences that connect prior content knowledge to new learning.	Teacher designs learning experiences that connect prior content knowledge to new learning within and across disciplines.	Teacher designs learning experiences that connect prior content knowledge to new learning. Teacher plans opportunities for students themselves to make connections to prior learning within and across disciplines.



NYSUT's Teacher Practice Rubric * 2012 Edition *
Aligned with the New York State Teaching Standards

Element II.6: Teachers evaluate and utilize curricular materials and other appropriate resources to promote student success in meeting learning goals.

NYSED Indicators: *Organize physical space to reflect an awareness of learner needs and curricular goals. Incorporate a knowledge and understanding of technology in their lessons to enhance student learning. Organize and effectively use time to achieve learning goals. Select and adapt curricular materials to align with state standards and meet diverse learning needs. Access appropriate resources to meet specific learning differences or needs.*

	Indicators	Ineffective	Developing	Effective	Highly Effective
<i>A.</i>	<i>Organizes time</i>	Teacher does not consider time allocations to achieve learning goals.	Teacher considers time allocations but those times may be either too long or too short to achieve the learning goals.	Teacher assigns reasonable time allocations to achieve the learning goals and adjusts if students need more or less time.	Teacher assigns reasonable time allocations to achieve the learning goals and adjusts if students need more or less time. Students may request additional or less time to achieve learning goals.
<i>B.</i>	<i>Selects materials and resources</i>	Teacher is unaware of curricular materials and resources that align with student learning standards or is aware but chooses not to use or adapt materials and resources to meet diverse learning needs.	Teacher selects curricular materials and resources that align with student learning standards. Teacher occasionally adapts materials and resources to meet diverse learning needs.	Teacher selects curricular materials and resources that align with student learning standards. Teacher regularly adapts materials and resources to meet diverse learning needs.	Teacher selects a variety of curricular materials and resources that align with student learning standards. Teacher regularly adapts materials to meet diverse learning needs and seeks out additional materials and resources to support student learning.



NYSUT's Teacher Practice Rubric * 2012 Edition *
Aligned with the New York State Teaching Standards

Standard III: Instructional Practice

Teachers implement instruction that engages and challenges all students to meet or exceed the learning standards.

Effective instruction is the critical interactive work that teachers undertake when they bring complex content to life for students. Teachers design instruction to integrate content areas and weave together knowledge of students, content, assessment, and reflection in the instructional process. Teachers use available technologies to scaffold student learning. There is an emphasis on teacher facilitation and fostering student ownership, problem solving, inquiry, real-life connections and relevance. Teachers prepare students for the future by fostering creativity, critical thinking, communication, and collaboration.

Element III.1: Teachers use research-based practices and evidence of student learning to provide developmentally appropriate and standards-driven instruction that motivates and engages students in learning.

NYSED Indicators: *Align instruction to standards. Implement instruction proven to be effective in prior research. Students are actively and cognitively engaged through teacher facilitation of student-to-student and student-to-teacher interactions.*

	Indicators	Ineffective	Developing	Effective	Highly Effective
A.	<i>Aligns instruction to standards</i>	Teacher does not implement learning experiences that are aligned with learning standards. Students are unaware of the learning standards.	Teacher implements some learning experiences that are aligned with learning standards. Students are aware of the learning standards, but may be unable to clearly convey their relation to the learning experiences.	Teacher implements most learning experiences that are aligned with learning standards. Students are aware of the learning standards and can convey how they relate to the learning experiences.	Teacher implements all learning experiences that are aligned with learning standards. Students are aware of the learning standards and can convey how they relate to the learning experiences. Students are able to make connections between different learning experiences and learning standards.
B.	<i>Uses research-based instruction</i>	Teacher does not implement research-based instructional practices.	Teacher implements some research-based instructional practices.	Teacher implements multiple research-based instructional practices.	Teacher implements multiple research-based instructional practices. Teacher seeks out the newest research to deepen and expand instruction.



*NYSUT's Teacher Practice Rubric * 2012 Edition **
Aligned with the New York State Teaching Standards

	Indicators	Ineffective	Developing	Effective	Highly Effective
C.	<i>Engages students</i>	Teacher's instructional practices engage students at a low level of cognitive challenge. Students have little interaction with the teacher or with peers.	Teacher's instructional practices engage students at an insufficient level of cognitive challenge. Students have occasional opportunities to interact with the teacher and/or with peers.	Teacher's instructional practices engage students at an appropriately high level of cognitive challenge. Students have regular and ongoing opportunities to interact with the teacher and with peers.	Teacher's instructional practices engage students at an appropriately high level of cognitive challenge. Students have regular and ongoing opportunities to interact with the teacher and with peers. Students initiate interactions to deepen cognitive engagement.



NYSUT's Teacher Practice Rubric * 2012 Edition *
Aligned with the New York State Teaching Standards

Element III.2: Teachers communicate clearly and accurately with students to maximize their understanding and learning.

NYSED Indicators: *Students understand directions and procedures. Teachers use a variety of questioning techniques to advance student learning and reflection. Students' comments and questions are acknowledged and utilized to advance learning. Students understand lesson content through teachers' use of oral, written and graphic methods. Adjust communication in response to student needs.*

	Indicators	Ineffective	Developing	Effective	Highly Effective
A.	<i>Provides directions and procedures</i>	Teacher directions and procedures are confusing to students. Teacher does not adjust explanation to meet student needs.	Teacher directions and procedures are clarified after initial student confusion. Teacher attempts to adjust explanations to meet student needs.	Teacher directions and procedures are clear to students. Teacher adjusts explanations to meet student needs.	Teacher directions and procedures are clear, complete, and anticipate possible student misunderstanding. Teacher adjusts explanations to meet the needs of individual students.
B.	<i>Uses questioning techniques</i>	Teacher's questions are largely closed in nature. Questions do not invite a thoughtful response or further discussion. Techniques result in few students having an opportunity to respond.	Teacher's questions are a combination of open and closed questions. Some questions invite a thoughtful response and/or further discussion. Techniques result in most students having an opportunity to respond.	Most of teacher's questions are open in nature and engage students in deeper thinking and further discussion. Techniques require all students to respond	Teacher's questions are open in nature and challenge students to think and demonstrate reasoning. Techniques require all students to respond. Students formulate many questions to advance their understanding.
C.	<i>Responds to students</i>	Teacher ignores students' questions/comments and/or provides a response that shuts down student learning.	Teacher responds to some students' questions/comments. Response gives students the answer rather than challenge student thinking.	Teacher responds to students' questions/comments. Responses challenge student thinking.	Teacher and students respond to students' questions/comments. Responses challenge all students' thinking.



NYSUT's Teacher Practice Rubric * 2012 Edition *
Aligned with the New York State Teaching Standards

	Indicators	Ineffective	Developing	Effective	Highly Effective
D.	<i>Communicates content</i>	Teacher's spoken language is inaudible, and/or written language is illegible. Spoken or written language contains content or serious grammatical errors. Graphic methods are not used or used ineffectively.	Teacher's spoken language is audible, and written language is legible. Content is accurate and grammatical errors are insignificant to student understanding. Graphic methods are used occasionally.	Teacher's spoken and written language is clear. Content and grammar are accurate. Graphic methods are used regularly to enhance content understanding.	Teacher's spoken and written language is clear and expressive. Content and grammar are accurate. Various graphic methods are used regularly to enhance content understanding. Students offer their own graphic representation of the content.



NYSUT's Teacher Practice Rubric * 2012 Edition *
Aligned with the New York State Teaching Standards

Element III.3: Teachers set high expectations and create challenging learning experiences for students.

NYSED Indicators: *Articulate high expectations for all students. Students have a clear understanding of measures of success. Teachers challenge and support all students by incorporating various instructional strategies, experiences and resources.*

	Indicators	Ineffective	Developing	Effective	Highly Effective
A.	<i>Articulates measures of success</i>	Teacher does not articulate how success will be measured; students are unaware of the criteria for success.	Teacher articulates how success will be measured; students may be confused about the criteria for success.	Teacher articulates how success will be measured. Students can articulate how their success will be measured and have scoring criteria as a guide.	Teacher articulates how success will be measured. Students can articulate how their success will be measured and have scoring criteria and exemplars as models. Students have created or analyzed the success criteria with the teacher.
B.	<i>Implements challenging learning experiences</i>	Teacher articulates low student expectations and does not challenge or support all students through instructional strategies, learning experiences and/or resources.	Teacher articulates moderate expectations for most or all students and attempts to challenge and support all students through instructional strategies, learning experiences and/or resources, but efforts are ineffective or limited.	Teacher articulates high expectations for all students and persists in seeking approaches to challenge and support all students, drawing on a broad repertoire of strategies, learning experiences, and resources.	Teacher articulates high expectations for all students and persists in seeking approaches to challenge and support all students, drawing on a broad repertoire of strategies, experiences, and resources, soliciting additional resources from colleagues and/or the community.



NYSUT's Teacher Practice Rubric * 2012 Edition *
Aligned with the New York State Teaching Standards

Element III.4: Teachers explore and use a variety of instructional approaches, resources, and technologies to meet diverse learning needs, engage students and promote achievement.

NYSED Indicators: Use an understanding of students' diverse backgrounds to individualize interactions and differentiate instruction. Incorporate instructional approaches and technologies to provide students with opportunities to demonstrate mastery of learning outcomes. Incorporate into instruction motivating and meaningful opportunities in learning experiences.

	Indicators	Ineffective	Developing	Effective	Highly Effective
A.	<i>Differentiates instruction</i>	Teacher uses instructional strategies that are not appropriate to students or to instructional purposes, and do not motivate or cognitively challenge students. There is no attention to 21st Century skills.	Teacher uses only some differentiated instructional strategies that are appropriate to students or to the instructional outcomes. Some strategies motivate and represent a moderate cognitive challenge. There is occasional attention to 21st Century skills.	Teacher uses differentiated instructional strategies that are appropriate to groups of students and to the instructional outcomes. Strategies motivate and represent significant cognitive challenge and promote 21st Century Skills.	Teacher uses differentiated instructional strategies that motivate and engage each student in high-level cognitive activities that reflect instructional outcomes, 21st Century Skills, and are appropriate, for individual and diverse learners.
B.	<i>Implements strategies for mastery of learning outcomes</i>	Teacher adheres rigidly to an instructional approach, even when a change is clearly needed to allow students to demonstrate mastery of learning outcomes.	Teacher attempts to incorporate instructional approaches and technologies to allow students to demonstrate mastery of learning outcomes, with partially successful results.	Teacher incorporates instructional approaches and technologies to allow students to demonstrate mastery of learning outcomes.	Teacher seamlessly incorporates instructional approaches and technologies to allow students to demonstrate mastery of learning outcomes. Students suggest instructional strategies that will help them demonstrate their own learning.



NYSUT's Teacher Practice Rubric * 2012 Edition *
Aligned with the New York State Teaching Standards

Element III.5: Teachers engage students in the development of multi-disciplinary skills, such as communication, collaboration, critical thinking, and use of technology.

NYSED Indicators: Students synthesize and express ideas both in written and oral formats. Students work effectively with others, including those from diverse groups and with opposing points of view. Students make decisions, solve problems, and take actions as appropriate.

	Indicators	Ineffective	Developing	Effective	Highly Effective
A.	<i>Provides opportunities for collaboration</i>	The teacher provides few opportunities for students to collaborate with others.	The teacher provides occasional opportunities for students to collaborate with others from diverse groups and/or with opposing points of view.	The teacher provides regular opportunities for students to collaborate with others from diverse groups and with opposing points of view. The teacher models effective interpersonal skills to promote collaborative student learning.	The teacher provides regular opportunities for students to collaborate with others from diverse groups and with opposing points of view. The teacher transparently models and encourages effective use of interpersonal skills to build student capacity for collaboration. Students themselves ensure that all voices and ideas are heard in the discussion.
B.	<i>Provides synthesis, critical thinking, and problem-solving</i>	Teacher provides few opportunities in written or oral format for students to synthesize, think critically, or problem solve. The teacher does not use the available technology to support instruction.	Teacher provides occasional opportunities in written or oral format for students to synthesize, think critically, and problem solve. Teacher and students use the available technology with limited effectiveness.	Teacher provides regular opportunities in written and oral format for students to synthesize, think critically, problem solve and to use available technology in alignment with 21 st Century skills.	Teacher provides regular opportunities in written and oral format for students to synthesize, think critically, problem solve and use available technology in alignment with 21 st Century skills. Students initiate collaborative, problem-solving opportunities.



NYSUT's Teacher Practice Rubric * 2012 Edition *
Aligned with the New York State Teaching Standards

Element III.6: Teachers monitor and assess student progress, seek and provide feedback, and adapt instruction to student needs.

NYSED Indicators: Utilize various types of formative assessment during instruction to monitor and check for student understanding and assess progress. Seek and provide feedback during and after instruction. Adjust the pace of instruction, focus of instruction, and method of delivery based on student progress.

	Indicators	Ineffective	Developing	Effective	Highly Effective
A.	<i>Uses formative assessment to monitor and adjust pacing</i>	Teacher does not use formative assessment during instruction to monitor student learning. Teacher does not adjust the pace, focus, or delivery of instruction.	Teacher occasionally uses formative assessment to monitor student learning. Teacher occasionally uses student progress to adjust the pace, focus, or delivery of instruction with uneven results	Teacher frequently uses formative assessment to monitor student learning. Teacher uses student progress to immediately adjust the pace, focus, or delivery of instruction.	Teacher always uses a variety of formative assessment to monitor the progress of individual students. Teacher uses student progress to immediately adjust the pace, focus, or delivery of instruction. Students self-assess progress and suggest adjustments to instruction.
B.	<i>Provides feedback during and after instruction</i>	Teacher's feedback to students is limited, infrequent and/or irrelevant.	Teacher's feedback to students is inconsistent in timeliness, frequency and/or relevance. Feedback inconsistently advances student learning.	Teacher's feedback to students is timely, frequent, and relevant. Feedback frequently advances student learning.	Teacher's feedback to students is timely, frequent, and relevant. Feedback consistently advances student learning. Students use the feedback to advance their own learning.



NYSUT's Teacher Practice Rubric * 2012 Edition *
Aligned with the New York State Teaching Standards

Standard IV: Learning Environment

Teachers work with all students to create a dynamic learning environment that supports achievement and growth.

The classroom environment is a critical aspect of a teacher's skill in promoting learning. Students can't concentrate on academic content if they don't feel comfortable in the classroom. If the atmosphere is negative, if students fear ridicule, if the environment is chaotic, no one – neither students nor teacher – can focus on learning. Teachers who excel in Standard 4 create an atmosphere of excitement about the importance of learning and the significance of the content. Skills in Standard 4 are demonstrated through classroom interactions and observations.

Element IV.1: Teachers create a mutually respectful, safe, and supportive learning environment that is inclusive of every student.

NYSED Indicators: *Caring and respectful in interactions with students. Embrace student diversity as an asset in the classroom. Recognize and reinforce positive interactions among students. Create a climate of acceptance and respect. Create an environment where students feel a sense of responsibility to one another.*

	Indicators	Ineffective	Developing	Effective	Highly Effective
A.	<i>Interactions with students</i>	Teacher interactions, with at least some students, are inappropriate to the age or culture of the students. The classroom climate is not conducive to feeling accepted or free to take learning risks.	Teacher-student interactions are generally appropriate but may reflect occasional inconsistencies, favoritism, or disregard for students' cultures. Only some students feel accepted and free to take learning risks.	Teacher-student interactions demonstrate general caring and respect. Interactions are appropriate to the ages and cultures of the students. Teacher creates a safe learning environment where students feel accepted and free to take learning risks.	Teacher-student interactions reflect genuine respect, caring, and cultural understanding for individuals as well as groups of students. Teacher creates a safe learning environment where all students feel accepted and free to take learning risks.
B.	<i>Supports student diversity</i>	Teacher ignores diversity in the classroom and does not use it to support the learning environment.	Teacher acknowledges diversity in the classroom but is inconsistent in using it to enrich the learning environment.	Teacher acknowledges student diversity and uses it as an opportunity to enrich the learning environment.	Teacher acknowledges student diversity and uses it as an opportunity to enrich the learning environment. Students take initiative to respect and support diversity.
C.	<i>Reinforces positive interactions among students</i>	Teacher does not address student interactions that are inappropriate and disrespectful.	Teacher inconsistently addresses inappropriate student interactions.	Teacher ensures that student interactions are generally polite and respectful. Such interactions are appropriate to the age and cultures of the students.	Teacher ensures that students demonstrate respect for one another and monitor one another's treatment of peers. Students correct classmates respectfully when needed, and demonstrate personal responsibility.



NYSUT's Teacher Practice Rubric * 2012 Edition *
Aligned with the New York State Teaching Standards

Element IV.2: Teachers create an intellectually challenging and stimulating learning environment.

NYSED Indicators: Encourage students to set high standards and expectations for their own performance. Motivate students to initiate their own learning and strive to achieve challenging learning goals. Promote students' curiosity and enthusiasm for learning. Students are actively engaged in learning. Students openly express their ideas. Students show pride in their work and accomplishments.

	Indicators	Ineffective	Developing	Effective	Highly Effective
<i>A.</i>	<i>Promotes student pride in work and accomplishments</i>	Teacher does not promote a sense of pride in student work or accomplishment, discourages students from expressing their ideas, and/or initiating their own learning and achievement. Students are not motivated to complete work or are unwilling to persevere.	Teacher inconsistently promotes a sense of pride in student work or accomplishment creates an environment where students express their ideas, take initiative and have high expectations for their own learning and achievement. Students minimally accept the responsibility to "do good work" but invest little of their energy into its quality.	Teacher consistently promotes a sense of pride in student work or accomplishment, creates an environment where students are encouraged to express their ideas, take initiative and have high expectations for their own learning and achievement. Students accept the teacher's insistence on work of high quality and demonstrate perseverance.	Teacher consistently promotes a sense of pride in student work or accomplishment and creates an environment where all students are expected to express their ideas, take initiative and have high expectations and pride for their own learning and achievement. Students monitor their own progress as they strive to meet challenging learning goals with innovation, flexibility and originality.
<i>B.</i>	<i>Promotes student curiosity and enthusiasm</i>	Teacher conveys a negative attitude, suggesting that learning is not important or has been mandated. Students are not cognitively engaged or enthusiastic about learning.	Teacher conveys importance of learning, but with little conviction and only minimal apparent buy-in by the students. Some students are cognitively engaged and enthusiastic.	Teacher conveys enthusiasm for learning, and students demonstrate consistent commitment to its value. Students are cognitively engaged and enthusiastic about appropriately challenging learning.	Teacher conveys genuine enthusiasm for learning. Students— through their curiosity, initiative, and active participation— demonstrate enthusiasm for learning. Students are cognitively engaged and strive to meet challenging learning goals.



NYSUT's Teacher Practice Rubric * 2012 Edition *
Aligned with the New York State Teaching Standards

Element IV.3: Teachers manage the learning environment for the effective operation of the classroom.

NYSED Indicators: Establish, communicate, and maintain clear standards and expectations for student behavior. Develop, implement, and adapt routines and procedures to manage activities and transitions. Facilitate instructional groupings to maximize student participation, cooperation, and learning. Students exhibit respectful classroom interactions.

	Indicators	Ineffective	Developing	Effective	Highly Effective
A.	<i>Establishes routines/procedures/transitions and expectations for student behavior</i>	The teacher's routines/procedures/ transitions and standards of conduct, are chaotic, with much instructional time being lost between activities or lesson segments. Students are confused.	The teacher's routines/procedures/ transitions and standards of conduct are somewhat efficient, resulting in some loss of instructional time. Most students seem to understand them.	Teacher's routines/procedures/ transitions and standards of conduct occur smoothly, with little loss of instructional time. Students assume some responsibility under teacher direction.	The teacher and students have established seamless routines/procedures/ transitions and standards of conduct. They are clear to all students and appear to be internalized. Student assume responsibility in developing routines and standards of conduct, and in ensuring their efficient operation.
B.	<i>Establishes instructional groups</i>	Teacher's grouping results in students who are not working with the teacher, are not productively engaged in learning and/or exhibit disrespect to the teacher and/or other students.	Teacher's grouping results in students in only some groups being productively engaged in learning while unsupervised by the teacher. Student interactions are generally appropriate but occasionally may reflect disrespect for one another.	Teacher's grouping results in small group work being well organized and most students are productively engaged in learning while unsupervised by the teacher. Student interactions are generally polite and respectful.	Teacher's grouping results in small group work being well organized and students are productively engaged at all times, with students assuming responsibility for productivity. Students work independently and collaboratively to accomplish goals. Student interactions are consistently polite and respectful.



NYSUT's Teacher Practice Rubric * 2012 Edition *
Aligned with the New York State Teaching Standards

Element IV.4: Teachers organize and utilize available resources (e.g. physical space, time, people, technology) to create a safe and productive learning environment.

NYSED Indicators: *Arrange and adapt the physical environment to accommodate individual and group learning needs. Ensure that all students have equitable access to available resources and technologies. Effectively use the services and skills of available volunteers and paraprofessionals. Know and implement policies and procedures to ensure classroom safety.*

	Indicators	Ineffective	Developing	Effective	Highly Effective
A.	<i>Organizes learning environment</i>	Teacher has not organized the learning environment to meet student learning needs, or the teacher makes poor or inequitable use of physical resources.	Teacher has organized the learning environment to adequately accommodate student learning needs. Available resources, time and technologies are accessible to most students. The resources may be adjusted for a lesson, but with limited effectiveness.	Teacher has organized the learning environment to accommodate all student learning needs. Available resources, time and technologies are equally accessible to all students. The resources are adjusted to support the learning activities.	Teacher has organized the learning environment to accommodate all student learning needs. Available resources, time and technologies are equally accessible to all students. Students adjust the resources to advance their learning.
B.	<i>Manages volunteers and/or paraprofessionals</i>	Teacher does not effectively use the services and skills of available paraprofessionals and/or volunteers. Their presence is disruptive to the learning environment.	Teacher attempts to use the services and skills of available paraprofessionals and/or volunteers. Their presence may be distracting to the learning environment.	Teacher effectively uses the services and skills of available paraprofessionals and/or volunteers. Their presence supports the learning environment.	Teacher effectively uses the services and skills of available paraprofessionals and/or volunteers, resulting in a productive and proactive learning environment.
C.	<i>Establishes classroom safety</i>	Teacher does not know, or knows but does not implement, classroom safety procedures.	Teacher inconsistently implements classroom safety procedures.	Teacher consistently implements classroom safety procedures.	Teacher knows and implements classroom safety procedures consistently. Students have internalized the safety procedures.



NYSUT's Teacher Practice Rubric * 2012 Edition *
Aligned with the New York State Teaching Standards

Standard V: Assessment for Student Learning

Teachers use multiple measures to assess and document student growth, evaluate instructional effectiveness, and modify instruction.
Assessment is an integral part of the instructional process. The design of instruction must account for a range of assessment strategies: formative and summative, formal and informal. High quality assessment practice makes students fully aware of criteria and performance standards, informs teacher's instructional decisions, and leverages both teacher and student feedback. Further, these practices also incorporate student self-assessment and teacher analysis and reflection to inform instruction.

Element V.1: Teachers design, select, and use a range of assessment tools and processes to measure and document student learning and growth.

NYSED Indicators: Use appropriate diagnostic and ongoing assessment to establish learning goals and inform instruction. Use formative assessment to inform teaching and learning. Use summative assessment to measure and record student achievement. Design assessments that are aligned with curricular and instructional goals. Design and adapt assessments that accurately determine mastery of skills and knowledge. Use multiple measures and multiple formats, including available technology, to assess and document student performance. Implement required assessment accommodations.

	Indicators	Ineffective	Developing	Effective	Highly Effective
<i>A.</i>	<i>Designs and/or selects assessments to establish learning goals and inform instruction</i>	Teacher does not design or select appropriate, accessible diagnostic or ongoing formative assessment to establish learning goals or to inform instruction.	Teacher occasionally designs or selects appropriate, accessible diagnostic and ongoing formative assessment to establish learning goals and inform instruction.	Teacher frequently designs or selects appropriate, accessible diagnostic and ongoing formative assessment to establish learning goals and inform instruction.	Teacher regularly and skillfully designs and selects appropriate, accessible diagnostic and ongoing formative assessment to establish learning goals and inform instruction.
<i>B.</i>	<i>Measures and records student achievement</i>	Teacher does not use multiple measures to determine a summative assessment of student achievement. Teacher rarely and/or ineffectively uses multiple formats, including available technology, to document student performance.	Teacher uses limited measures to determine a summative assessment of student achievement. Teacher inconsistently uses multiple formats, including available technology, to document student performance.	Teacher uses multiple measures to determine a summative assessment of student achievement. Teacher consistently uses multiple formats, including available technology, to document student performance.	Teacher uses multiple measures to determine a summative assessment of student achievement. Teacher consistently uses multiple formats, including available technology, to document student performance. Students participate in documenting their own performance.



*NYSUT's Teacher Practice Rubric * 2012 Edition **
Aligned with the New York State Teaching Standards

	Indicators	Ineffective	Developing	Effective	Highly Effective
C.	<i>Aligns assessments to learning goals</i>	Teacher designs assessments that are not aligned with curricular and instructional goals and do not accurately determine mastery of student skills and knowledge.	Teacher designs some assessments that are aligned with curricular and instructional goals and accurately determine mastery of student skills and knowledge.	Teacher designs most assessments to align with curricular and instructional goals and to accurately determine mastery of student skills and knowledge.	Teacher designs all assessments to align with curricular and instructional goals and to accurately determine mastery of each student's skills and knowledge.



NYSUT's Teacher Practice Rubric * 2012 Edition *
Aligned with the New York State Teaching Standards

Element V.2: Teachers understand, analyze, interpret, and use assessment data to monitor student progress and to plan and differentiate instruction.

NYSED Indicators: Analyze data accurately. Provide timely feedback to students to engage them in self-reflection and self-improvement. Use assessment data to set goals and design and differentiate instruction. Engage students in self-assessment of their learning goals, strategies, and outcomes.

	Indicators	Ineffective	Developing	Effective	Highly Effective
A.	<i>Uses assessment data as feedback to set goals with students</i>	Teacher does not use assessment data as formative feedback to set goals with students or to design differentiated instruction.	Teacher occasionally uses assessment data as formative feedback to set goals with students and to design differentiated instruction.	Teacher frequently uses assessment data as formative feedback to set goals with students and to design differentiated instruction.	Teacher regularly uses assessment data as formative feedback to set goals with students and to design differentiated instruction; students monitor their progress towards their goals.
B.	<i>Engages students in self-assessment</i>	Teacher does not engage students in self-assessment of their learning goals, strategies, or outcomes.	Teacher occasionally engages students in self-assessment of their learning goals, strategies, and outcomes.	Teacher frequently engages students in self-assessment of their learning goals, strategies, and outcomes.	Teacher regularly engages students in self-assessment of their learning goals, strategies, and outcomes and suggests next steps for achieving the learning goals.



NYSUT's Teacher Practice Rubric * 2012 Edition *
Aligned with the New York State Teaching Standards

Element V.3: Teachers communicate information about various components of the assessment system

NYSED Indicators: *Provide access to information on assessments. Provide appropriate information and interpretation of various assessment data.*

	Indicators	Ineffective	Developing	Effective	Highly Effective
<i>A.</i>	<i>Accesses, analyzes and interprets assessments</i>	Teacher does not analyze or provide accurate information about or interpretation of various assessment data.	Teacher analyzes data accurately, provides appropriate information; interpretation of various assessment data may be rudimentary.	Teacher analyzes data accurately, provides appropriate information about and accurate interpretation of various assessment data to monitor student progress and inform instruction.	Teacher analyzes data accurately, provides appropriate information about and accurate interpretation of various assessment data to monitor student progress and design differentiated instruction. Students contribute information and participate in the interpretation of data.



NYSUT's Teacher Practice Rubric * 2012 Edition *
Aligned with the New York State Teaching Standards

Element V.4: Teachers reflect upon and evaluate the effectiveness of their comprehensive assessment system to make adjustments to it and plan instruction accordingly.

NYSED Indicators: Demonstrate an understanding of assessment measures, grading, and procedures. Teachers develop a plan for their overall assessment system. Use their plans and assessment data to adjust teaching and assessment practices.

	Indicators	Ineffective	Developing	Effective	Highly Effective
<i>A.</i>	<i>Understands assessment measures and grading procedures</i>	Teacher demonstrates little understanding of student assessment measures, or grading procedures.	Teacher demonstrates limited understanding of student assessment measures or grading procedures.	Teacher demonstrates understanding of student assessment measures and grading procedures as a means of monitoring student progress.	Teacher demonstrates understanding of student assessment measures and grading procedures as means of monitoring progress for individual students.
<i>B.</i>	<i>Establishes an assessment system</i>	Teacher does not have an overall assessment system in which formative and/or summative data is used to inform instruction.	Teacher develops a rudimentary plan for an overall assessment system in which formative and summative data can be used to inform instruction	Teacher develops a plan for an overall assessment system in which formative and summative data is used to inform instruction.	Teacher develops a comprehensive plan for an overall assessment system in which formative and summative data is used to inform instruction. The system is reviewed regularly, and adjustments are made as needed.



NYSUT's Teacher Practice Rubric * 2012 Edition *
Aligned with the New York State Teaching Standards

Element V.5: Teachers prepare students to understand the format and directions of assessments used and the criteria by which the students will be evaluated.

NYSED Indicators: *Communicate the purposes of the assessments they use. Prepare all students for the demands of particular assessment formats and provide accommodations, including appropriate accommodations in testing conditions for students with exceptional learning needs. Articulate assessment criteria to students and provide parameters for success. Students practice various formats of assessments using authentic curriculum. Equip students with assessment skills and strategies.*

Indicators	Ineffective	Developing	Effective	Highly Effective
A. <i>Communicates purposes and criteria</i>	Teacher does not communicate purposes of assessments, the assessment criteria or the parameters for success to students.	Teacher communicates purposes of assessments, the assessment criteria or the parameters for success to students, but for some students, the explanation is unclear.	Teacher communicates purposes of assessments, the assessment criteria, and the parameters for success, and the explanation is clear to most students.	Teacher communicates purposes of assessments, the assessment criteria, and the parameters for success clearly to all students. Students are able to explain purposes and criteria to others.
B. <i>Provides preparation and practice</i>	Teacher does not prepare students for assessment formats by using authentic curriculum, skills and strategies, and/or does not provide appropriate accommodations/testing conditions for students with exceptional learning needs. Teacher rarely seeks out specialists to ensure accommodations meet individual student needs.	With limited success, teacher prepares students for assessment formats by using authentic curriculum, skills, and strategies, and appropriate accommodations/testing conditions for students with exceptional learning needs. Teacher occasionally seeks out specialists to ensure accommodations meet individual student needs.	Teacher prepares students for assessment formats by using authentic curriculum, skills, and strategies, and appropriate accommodations/testing conditions for students with exceptional learning needs. Teacher frequently seeks out specialists to ensure accommodations meet individual student needs.	Teacher prepares students for assessment formats by using authentic curriculum, skills, and strategies, and appropriate accommodations/ testing conditions for students with exceptional learning needs. Teacher consistently seeks out specialists/resources to ensure accommodations meet individual student needs.



NYSUT's Teacher Practice Rubric * 2012 Edition *
Aligned with the New York State Teaching Standards

Standard VI: Professional Responsibilities and Collaboration

Teachers demonstrate professional responsibility and engage relevant stakeholders to maximize student growth, development, and learning.

Teaching professionals display the highest standards of integrity and ethical conduct; they are intellectually honest and conduct themselves in ways consistent with a comprehensive moral code. Educators recognize that the purpose of schools is to educate students and embrace a responsibility to ensure, that to the best of their ability, every student will learn. Teachers are keenly alert to and advocate for the needs of their students. Educators demonstrate a commitment to professional standards, problem solving and decision-making. Professional educators comply with school, district, state and federal regulations and procedures.

Element VI.1: Teachers uphold professional standards of practice and policy as related to students' rights and teachers' responsibilities.

NYSED Indicators: *Demonstrate a high standard for honesty, integrity, ethical conduct, and confidentiality when interacting with students, families, colleagues, and the public. Are proactive and advocate to meet the needs of students. Use self-reflection and stakeholder feedback to inform and adjust professional behavior. Advocate, model, and manage safe, legal, and ethical use of information and technology, including respect for intellectual property and the appropriate documentation of sources. Complete training in response to State and local requirements and jurisdictions.*

	Indicators	Ineffective	Developing	Effective	Highly Effective
A.	<i>Demonstrates ethical, professional behavior</i>	Teacher interactions with colleagues, students, families and the public are characterized by dishonesty and/or unethical, self-serving conduct. Teacher is not self-reflective and/or unreceptive to feedback as a way to adjust professional behavior.	Teacher interactions with colleagues, students, families and the public are usually characterized as honest and ethical. Teacher occasionally self-reflects and/or accepts feedback as a way to adjust professional behavior.	Teacher interactions with colleagues, students, families and the public are consistently characterized by high standards of honesty, integrity, and ethics. Teacher is self-reflective and uses feedback as a way to adjust professional behavior.	Teacher interactions with colleagues, students, families and the public consistently model the highest standards of honesty, integrity, and ethics. Teacher is self-reflective and uses feedback as a way to adjust professional behavior. Teacher seeks out stakeholder feedback on his/her own initiative.



NYSUT's Teacher Practice Rubric * 2012 Edition *
Aligned with the New York State Teaching Standards

	Indicators	Ineffective	Developing	Effective	Highly Effective
B.	<i>Advocates for students</i>	Teacher does not advocate to meet the needs of students resulting in some students or groups being ill served.	Teacher sometimes advocates to meet the needs of students efforts.	Teacher consistently advocates to meet the students' needs.	Teacher is proactive in advocating for students' needs, and in seeking out resources when necessary.
C.	<i>Demonstrates ethical use of information and information technology</i>	Teacher does not comply with or advocate for the ethical use of information or information technology.	Teacher sometimes complies with and advocates for the ethical use of information and information technology.	Teacher consistently complies with and advocates for the ethical use of information and information technology.	Teacher consistently models ethical use of information and information technology, and ensures respect for intellectual property rights, credits sources, and adheres to safe and legal use guidelines.
D.	<i>Completes training to comply with State and local requirements and jurisdictions.</i>	Teacher does not complete trainings to meet State and local requirements.	Teacher inconsistently completes trainings to meet State and local requirements.	Teacher consistently completes trainings to meet State and local requirements.	Teacher seeks out training opportunities to meet or exceed State and local requirements, and contributes positively to student achievement.



NYSUT's Teacher Practice Rubric * 2012 Edition *
Aligned with the New York State Teaching Standards

Element VI.2: Teachers engage and collaborate with colleagues and the community to develop and sustain a common culture that supports high expectations for student learning.

NYSED Indicators: Support and promote the shared school and district vision and mission to support school improvement. Participate actively as a part of an instructional team. Share information and best practices with colleagues to improve practice. Demonstrate an understanding of the school as an organization within a historical, cultural, political, and social context. Collaborate with others both within and outside the school to support student growth, development, and learning. Collaborate with the larger community to access and share learning resources

	Indicators	Ineffective	Developing	Effective	Highly Effective
<i>A.</i>	<i>Supports the school as an organization with a vision and mission</i>	Teacher fails to understand or acknowledge the school's historical, cultural, political or social context. Teacher does not support the school and district vision and mission and/or engages in practices that are explicitly contrary to the vision and mission.	Teacher has a general understanding of the school as an organization with an historical, cultural, political and social context, and has a general awareness of the school and district mission and vision, but is inconsistent in supporting or promoting the vision and mission.	Teacher understands the school as an organization with an historical, cultural, political and social context that influences school policy practices, and the school and district mission and vision. The teacher supports the vision and mission for the purpose of school improvement.	Teacher understands the school as an organization with an historical, cultural, political and social context that influences school policy, practices and the school and district mission and vision. The teacher is aware of and actively promotes the school and district mission and vision, and strives to help others understand them.
<i>B.</i>	<i>Participates on an instructional team.</i>	Teacher makes no effort to collaborate with teammates, paraprofessionals and volunteers or to share information and/or best practices with colleagues to support high expectations for student learning.	Teacher inconsistently collaborates with teammates, paraprofessionals and volunteers to fulfill duties. Teacher shares limited information and/or best practices with colleagues to support high expectations for student learning.	Teacher collaborates with teammates, paraprofessionals and volunteers to support high expectations for student learning. Teacher regularly shares information and/or best practices with colleagues to improve practice and to support high expectations for student learning.	Teacher proactively collaborates with teammates, paraprofessionals and volunteers to support high expectations for student learning. Teacher consistently shares information and/or best practices with colleagues.



*NYSUT's Teacher Practice Rubric * 2012 Edition **
Aligned with the New York State Teaching Standards

	Indicators	Ineffective	Developing	Effective	Highly Effective
C.	<i>Collaborates with the larger community</i>	Teacher does not collaborate with the larger community to access and/or share learning resources.	Teacher occasionally collaborates with the larger community to access and share learning resources when invited or required to do so.	Teacher frequently collaborates with the larger community to access and share learning resources.	Teacher regularly and willingly leads efforts to collaborate with the larger community to access and share learning resources.



NYSUT's Teacher Practice Rubric * 2012 Edition *
Aligned with the New York State Teaching Standards

Element VI.3: Teachers communicate and collaborate with families, guardians, and caregivers to enhance student development and success.

NYSED Indicators: Invite families, guardians and caregivers to share information to enhance and increase student development and achievement. Communicate student performance and progress in various ways and provide opportunities for discussion. Suggest strategies and ways in which families can participate in and contribute to their student's education.

Indicators	Ineffective	Developing	Effective	Highly Effective
A. <i>Communicates student performance to families</i>	Teacher does not or rarely communicates expectations, student performance, or progress, with family's guardians/caregivers to enhance student development and achievement and/or discussions are addressed in a manner that is insensitive, negative, or blaming.	Teacher occasionally communicates expectations, student performance, or progress with families, guardians/caregivers to share information and strategies to involve families in the instructional program and to enhance student development and achievement. Discussions are intended to be respectful of and sensitive to cultural norms, but may not be entirely effective.	Teacher frequently communicates expectations, student performance, or progress with families, guardians/caregivers to share information and strategies to involve families in the instructional program and to enhance student development and achievement. Discussions are frequent, respectful, and sensitive to cultural norms.	Teacher establishes processes that enable and encourage regular, two-way communication with individual families, guardians/caregivers to share information and strategies to involve families in the instructional program and to enhance student development and achievement. Students facilitate communication and contribute ideas that encourage family participation. Discussions are frequent, respectful, and sensitive to cultural norms.



NYSUT's Teacher Practice Rubric * 2012 Edition *
Aligned with the New York State Teaching Standards

Element VL4: Teachers manage and perform non-instructional duties in accordance with school district guidelines or other applicable expectations.

NYSED Indicators: *Collect required data and maintain timely and accurate records (e.g. plan books, lunch counts, attendance records, student records, etc.). Manage their time and attendance in accordance with established guidelines. Maintain classroom and school resources and materials. Participate in school and district events.*

	Indicators	Ineffective	Developing	Effective	Highly Effective
A.	<i>Maintains records</i>	Teacher does not collect required data and/or records are in disarray, incomplete, or error-filled.	Teacher collects required data, monitoring is required to maintain accuracy.	Teacher collects required data that is timely and accurately maintained.	Teacher's system for collecting and maintaining required data is highly effective and accurate with students contributing to its operation and maintenance as appropriate.
B.	<i>Manages time and attendance</i>	Teacher does not manage time and/or attendance in adherence with district guidelines, negatively impacting student learning.	Teacher usually manages time and/or attendance in adherence with district guidelines. Student learning is not negatively impacted.	Teacher always manages time and attendance in adherence with district guidelines. Teacher attendance is regular and professional, ensuring uninterrupted student learning.	Teacher always manages time and attendance in adherence with district guidelines. Teacher attendance is exemplary; ensuring that student learning is always a priority.
C.	<i>Maintains classroom and school resources and materials</i>	Teacher does not maintain classroom and/or school resources and materials.	Teacher usually maintains classroom and/or school resources and materials.	Teacher regularly maintains classroom and school resources.	Teacher always maintains classroom and school resources and materials. Students contribute to their maintenance as appropriate.
D.	<i>Participates in school and district events</i>	Teacher does not participate in school and district events.	Teacher occasionally participates in school and district events or does so only when specifically asked or required.	Teacher regularly participates in school and district events.	Teacher actively volunteers to participate in school and district events, and sometimes assumes a leadership role.



NYSUT's Teacher Practice Rubric * 2012 Edition *
Aligned with the New York State Teaching Standards

Element VI.5: Teachers understand and comply with relevant laws and policies as related to students' rights and teachers' responsibilities.

NYSED Indicators: Communicate relevant regulations and policies to stakeholders. Maintain confidentiality regarding student records and information. Report instances of child abuse, safety violations, bullying, and other concerns in accordance with regulations and policies. Adhere to board policies, district procedures, and contractual obligations. Access resources to gain information about standards of practice, relevant law, and policy as they relate to students' rights and teachers' responsibilities.

	Indicators	Ineffective	Developing	Effective	Highly Effective
A.	<i>Communicates policies</i>	Teacher does not communicate relevant regulations and policies to stakeholders or is unaware of such policies.	Teacher communicates relevant regulations and policies to stakeholders, but may have limited understanding of such policies.	Teacher knowledgeably communicates relevant regulations and policies to stakeholders.	Teacher is proactive and knowledgeable in communicating relevant regulations and policies to stakeholders.
B.	<i>Maintains confidentiality</i>	Teacher does not maintain confidentiality regarding student records or information.	Teacher inconsistently maintains confidentiality regarding student records and information.	Teacher maintains confidentiality regarding student records and information in a professional manner.	Teacher models the maintenance of confidentiality regarding student records and information in a professional manner.
C.	<i>Reports concerns</i>	Teacher does not report instances of child abuse, safety violations, bullying or other concerns.	Teacher reports instances of child abuse, safety violations, bullying and other concerns but may not be fully aware of regulations and policies.	Teacher always reports instances of child abuse, safety violations, bullying and other concerns.	Teacher always reports instances of child abuse, safety violations, bullying and other concerns, and models appropriate reporting.
D.	<i>Adheres to policies and contractual obligations and accesses resources</i>	Teacher does not adhere to or access information about board policies, district procedures, and/or contractual obligations as they relate to students' rights and teachers' responsibilities.	Teacher usually adheres to and accesses some board policies, district procedures, and contractual obligations as they relate to students' rights and teachers' responsibilities. Teacher may not be fully aware of policies, obligations and all available resources.	Teacher adheres to and accesses information about board policies, district procedures, and contractual obligations, as they relate to students' rights and teachers' responsibilities.	Teacher always adheres to and accesses information about board policies, district procedures, and contractual obligations, and actively advocates compliance as they relate to students' rights and teachers' and serves as a resource to others.



NYSUT's Teacher Practice Rubric * 2012 Edition *
Aligned with the New York State Teaching Standards

Standard VII: Professional Growth

Teachers set informed goals and strive for continuous professional growth.

In a world of rapidly expanding access to information, opportunity, and technology, educators have a responsibility to continually prepare themselves to align instruction with transforming student needs. Continued professional growth and development is essential to creating dynamic learning environments. Teachers use information from a variety of sources to inform their professional development and practice.

Element VII.1: Teachers reflect on their practice to improve instructional effectiveness and guide professional growth.

NYSED Indicators: *Examine and analyze formal and informal evidence of student learning. Recognize the effect of their prior experience and possible biases on practice. Use acquired information to identify strengths and weaknesses and to plan professional growth.*

	Indicators	Ineffective	Developing	Effective	Highly Effective
A.	<i>Reflects on evidence of student learning</i>	Teacher does not examine and/or analyze formal and informal evidence of student learning to inform professional growth.	Teacher occasionally examines and/or analyzes formal and informal evidence of student learning; professional growth is only loosely aligned with the needs of students.	Teacher regularly examines and analyzes formal and informal evidence of student learning; professional growth is aligned with the needs of students.	Teacher engages in an ongoing examination and analysis of formal and informal evidence of student learning; professional growth is aligned with the needs of students. The teacher reviews the impact of professional learning on student achievement.
B.	<i>Plans professional growth</i>	Teacher rarely uses reflection or other information to identify strengths and weaknesses or bias to plan professional growth.	Teacher occasionally uses reflection and other information to identify strengths and weaknesses or bias to plan professional growth. Teacher may need guidance selecting appropriate professional opportunities.	Teacher uses reflection and other information to identify strengths and weaknesses and bias to plan professional growth.	Teacher regularly uses reflection and other information to identify strengths and weaknesses and bias, to plan professional growth. Teacher seeks out professional growth opportunities to address areas of weakness.



NYSUT's Teacher Practice Rubric * 2012 Edition *
Aligned with the New York State Teaching Standards

Element VII.2: Teachers set goals for and engage in ongoing professional development needed to continuously improve teaching competencies.

NYSED Indicators: Set goals to enhance personal strengths and address personal weaknesses in teaching practice. Engage in opportunities for professional growth and development.

	Indicators	Ineffective	Developing	Effective	Highly Effective
<i>A.</i>	<i>Sets goals</i>	Teacher does not set goals to enhance personal strengths or address personal weaknesses in teaching practice.	Teacher sets goals to enhance areas of personal strengths or address areas of personal weaknesses in practice, however goals are poorly formulated and do not improve teaching and learning.	Teacher sets goals to enhance areas of personal strengths or address areas of personal weaknesses in practice. Goals are well formulated and improve teaching and learning.	Teacher sets goals to enhance areas of personal strengths or address areas of personal weaknesses in practice. Personal goals are well formulated and improve teaching and learning. Goals are well formulated with specific student learning needs.
<i>B.</i>	<i>Engages in professional growth to expand knowledge base</i>	Teacher does not engage in professional growth to expand knowledge of current research in curriculum, instruction, and assessment methods.	Teacher occasionally engages in professional growth acquiring minimal knowledge of current research in curriculum, instruction, and assessment methods, but does not apply the knowledge to improve practice.	Teacher regularly engages in professional growth expanding knowledge of current research in curriculum, instruction, and assessment methods and applies the knowledge to improve practice.	Teacher regularly seeks out and engages in professional growth expanding knowledge of current research in curriculum, instruction, and assessment methods and applies the knowledge to improve practice. Teacher engages in research based upon new learning and/or provides professional development and/or support for others.



NYSUT's Teacher Practice Rubric * 2012 Edition *
Aligned with the New York State Teaching Standards

Element VII.3: Teachers communicate and collaborate with students, colleagues, other professionals, and the community to improve practice.

NYSED Indicators: *Demonstrate a willingness to give and receive constructive feedback to improve professional practice. Participate actively as part of an instructional team to improve professional practice. Receive, reflect and act on constructive feedback from others in an effort to improve their own professional practice.*

	Indicators	Ineffective	Developing	Effective	Highly Effective
A.	<i>Gives and receives constructive feedback</i>	Teacher does not give or receive constructive feedback to improve professional practice.	Teacher inconsistently gives or receives constructive feedback to improve professional practice.	Teacher regularly gives, receives and acts upon constructive feedback to improve professional practice. Feedback to colleagues is conveyed in a professional and supportive manner.	Teacher regularly gives, receives, and reflects upon constructive feedback to improve professional practice. Feedback to colleagues is conveyed in a professional and supportive manner. Teacher encourages and engages in peer assessment to improve professional practice.
B.	<i>Collaborates</i>	Teacher does not collaborate with peers, or interactions are negative.	Teacher inconsistently collaborates with peers to improve professional practice.	Teacher regularly collaborates with peers to improve professional practice.	Teacher actively and consistently collaborates with peers to improve professional practice. Teacher assumes leadership roles and works to improve practice on the team.



*NYSUT's Teacher Practice Rubric * 2012 Edition **
Aligned with the New York State Teaching Standards

Element VII.4: Teachers remain current in their knowledge of content and pedagogy by utilizing professional resources.

NYSED Indicators: Benefit from, contribute to, or become members of appropriate professional organizations. Access and use professional literature and other professional development opportunities to increase their understanding of teaching and learning. Expand their knowledge of current research as it applies to curriculum, instruction, and assessment methods.

	Indicators	Ineffective	Developing	Effective	Highly Effective
<i>A.</i>	<i>Accesses professional memberships and resources</i>	Teacher does not belong to any relevant professional organizations. Teacher does not access and/or use professional resources to increase understanding of teaching and learning.	Teacher belongs to relevant professional organizations. Teacher occasionally accesses and/or uses professional resources to increase understanding of teaching and learning.	Teacher belongs to relevant professional organizations and demonstrates new knowledge in professional practice. Teacher regularly accesses and/or uses professional resources to increase understanding of teaching and learning.	Teacher belongs to relevant professional organizations and demonstrates new knowledge in professional practice. Teacher regularly accesses and/or uses professional resources to increase understanding of teaching and learning. Teacher plays leadership role with peers in promoting relevant resources.

EXHIBIT D

HEMPSTEAD UNION FREE SCHOOL DISTRICT
 185 Peninsula Blvd.
 Hempstead, NY 11550

Hedi Rating Conversion Chart for Student Learning Objectives Growth Measure 20 points

20 Point Scale		
HEDI	SCALE POINT	% MEETING TARGET
HIGHLY EFFECTIVE	20	96-100
	19	91-95
	18	85-90
EFFECTIVE	17	82-84
	16	80-81
	15	78-79
	14	76-77
	13	74-77
	12	72-73
	11	70-71
	10	68-69
DEVELOPING	9	65-67
	8	63-64
	7	60-62
	6	57-59
	5	54-56
	4	52-53
INEFFECTIVE	3	50-51
	2	36-49
	1	21-35
	0	0-20

HEMPSTEAD UNION FREE SCHOOL DISTRICT
 185 Peninsula Blvd.
 Hempstead, NY 11550

**Hedi Rating Conversion Chart for
 Locally Selected Measures 20 Points**

20 Point Scale		
HEDI	SCALE POINT	% MEETING TARGET
HIGHLY EFFECTIVE	20	96-100
	19	91-95
	18	85-90
EFFECTIVE	17	82-84
	16	80-81
	15	78-79
	14	76-77
	13	74-77
	12	72-73
	11	70-71
	10	68-69
DEVELOPING	9	65-67
	8	63-64
	7	60-62
	6	57-59
	5	54-56
	4	52-53
INEFFECTIVE	3	50-51
	2	36-49
	1	21-35
	0	0-20

Hempstead union Free School District
 185 Peninsula Blvd.
 Hempstead, NY 11530

Rubric: Teacher Conversion Chart 60% Other Measures

60% Example Conversion				20% local measure		20% local measure	
Total Avg. Rubric	Conversion Composite	Total Avg. Rubric	Conversion Composite	Example Conversion for Assessment Example 0-100 Point Scale Conversion Chart*		Example Conversion Charts Example 1-4 rubric Conversion Scale	
Ineffective 0 - 49		Developing	50-56	Based on a 100 Point Scale	Converted to 1-4 Rating	Based on a 1-4 Rubric Rating	20 Point Conversion
1.000	0	1.5	50	Ineffective		Ineffective	
1.008	1	1.6	50.7	0	1	1	0
1.017	2	1.7	51.4	15	1.1	1.1	1
1.025	3	1.8	52.1	28	1.2	1.2	1.5
1.033	4	1.9	52.8	41	1.3	1.3	2
1.042	5	2	53.5	54	1.4	1.4	2.5
1.050	6	2.1	54.2	Developing		Developing	
1.058	7	2.2	54.9	55	1.5	1.5	3
1.067	8	2.3	55.6	56	1.6	1.6	3.6
1.075	9	2.4	56.3	57	1.7	1.7	4.2
1.083	10	Effective		58	1.8	1.8	4.8
1.092	11	2.5	57	59	1.9	1.9	5.4
1.100	12	2.6	57.2	60	2	2	6
1.108	13	2.7	57.4	61	2.1	2.1	6.6
1.115	14	2.8	57.6	62	2.2	2.2	7.2
1.123	15	2.9	57.8	63	2.3	2.3	7.8
1.131	16	3	58	64	2.4	2.4	8.4
1.138	17	3.1	58.2	Effective		Effective	
1.146	18	3.2	58.4	65	2.5	2.5	9
1.154	19	3.3	58.6	67	2.6	2.6	9.9
1.162	20	3.4	58.8	69	2.7	2.7	10.8
1.169	21	Highly Effective		71	2.8	2.8	11.7
1.177	22	3.5	59	73	2.9	2.9	12.6
1.185	23	3.6	59.3	75	3	3	13.5
1.192	24	3.7	59.5	77	3.1	3.1	14.4
1.200	25	3.8	59.8	79	3.2	3.2	15.3
1.208	26	3.9	60	82	3.3	3.3	16.2
1.217	27	4	60.25 (round to 60)	84	3.4	3.4	17.1
1.225	28			Highly Effective		Highly Effective	
1.233	29			85	3.5	3.5	18
1.242	30			88	3.6	3.6	18.4
1.250	31			91	3.7	3.7	18.8
1.258	32			94	3.8	3.8	19.2
1.267	33			97	3.9	3.9	19.6
1.275	34					4	20
1.283	35						
1.292	36						
1.308	38						
1.317	39						
1.325	40						
1.333	41						
1.342	42						
1.350	43						
1.358	44						
1.367	45						
1.375	46						
1.383	47						
1.392	48						
1.400	49						

DISTRICT CERTIFICATION FORM: Please download this form, sign and upload to APPR form

By signing this document, the school district or BOCES certifies that this document constitutes the district's or BOCES' complete Annual Professional Performance Review (APPR) Plan, that all provisions of the APPR that are subject to collective negotiations have been resolved pursuant to the provisions of Article 14 of the Civil Service Law and that such APPR Plan complies with the requirements of Education Law §3012-c and Subpart 30-2 of the Rules of the Board of Regents and has been adopted by the governing body of the school district or BOCES. By signing this document, the collective bargaining agent(s) of the school district or BOCES, where applicable, certify that this document constitutes the district's or BOCES' complete Annual Professional Performance Review (APPR) Plan, that collective negotiations have been completed on all provisions of the APPR that are subject to collective bargaining, and that such APPR Plan complies with the requirements of Education Law §3012-c and Subpart 30-2 of the Rules of the Board of Regents and has been adopted by the governing body of the school district or BOCES.

The school district or BOCES and its collective bargaining agent(s), where applicable, also certify that upon information and belief, all statements made herein are true and accurate and that any applicable collective bargaining agreements for teachers and principals are consistent with and/or have been amended and/or modified or otherwise resolved to the extent required by Article 14 of the Civil Service Law, as necessary to require that all classroom teachers and building principals will be evaluated using a comprehensive annual evaluation system that rigorously adheres to Education Law §3012-c and Subpart 30-2 of the Rules of the Board of Regents.

The school district or BOCES and its collective bargaining agent(s), where applicable, also make the following specific certifications with respect to their APPR Plan:

- Assure that the evaluation system will be used as a significant factor for employment decisions and teacher and principal development
- Assure that the entire APPR plan will be completed for each teacher or 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 classroom teacher or building principal's performance is being measured
- Assure that the district or BOCES will provide the teacher's or principal's score and rating on the locally selected measures subcomponent, if available, and on the other measures of teacher and principal effectiveness subcomponent for a teacher's or principal's annual professional performance review, in writing, no later than the last school day of the school year for which the teacher or principal is being measured
- Assure that the APPR plan will be posted on the district's or BOCES' website by September 10 or within 10 days after it is approved by the Commissioner, whichever is later
- Assure that accurate teacher and student data will be provided to the Commissioner in a format and timeline prescribed by the Commissioner
- Assure that the district or BOCES will report the individual subcomponent scores and the total composite effectiveness score for each classroom teacher and building principal in a manner prescribed by the Commissioner
- Certify that the district provides an opportunity for every classroom teacher and building principal to verify the subjects and/or student rosters assigned to them
- Assure that teachers and principals will receive timely and constructive feedback as part of the evaluation process
- Assure that any training course for lead evaluator certification addresses each of the requirements in the regulations, including specific considerations in evaluating teachers and principals of English Language Learners and students with disabilities
- Assure that educators who receive a Developing or Ineffective rating will receive a TIP or PIP plan, in accordance with the regulations, as soon as practicable but in no case later than 10 school days from the opening of classes in the school year following the performance year
- Assure that all evaluators and lead evaluators will be properly trained and that lead evaluators will be certified and recertified as necessary in accordance with the regulations
- Assure that the district or BOCES has appeal procedures that are consistent with the regulations and that they provide for the timely and expeditious resolution of an appeal
- Assure that, for teachers, all NYS Teaching Standards are assessed at least once per year, and, for principals, all Leadership Standards are assessed at least once per year
- Assure that it is possible for a teacher or principal to obtain each point in the scoring ranges, including 0 for each subcomponent and that the APPR Plan describes the process for assigning points for each subcomponent
- Assure that locally-selected measures are rigorous and comparable across all classrooms (for teachers, the same locally-selected measure is used across a subject and/or grade level; for principals, the same locally-selected measure must be used for all principals in the same or similar program or grade configuration)

- Assure that, if more than one type of locally-selected measure is used for different groups of teachers within a grade/subject, the measures are comparable based on the Standards of Educational and Psychological Testing
- Assure that, if more than one type of locally-selected measure is used for principals in the same or similar grade configuration or program, the measures are comparable based on the Standards of Educational and Psychological Testing
- Assure that the process for assigning points for all subcomponents and the composite scores will use the narrative HEDI descriptions described in the regulations to effectively differentiate educators' performance in ways that improve student learning and instruction
- Assure that district or BOCES will develop SLOs according to the rules and/or guidance established by SED and that past academic performance and / or baseline academic data of students is taken into account when developing an SLO
- Assure that Student Growth/Value Added Measure will be used where applicable
- Assure that any material changes to this APPR Plan will be submitted to the Commissioner for approval as soon as practicable and/or in a timeframe prescribed by the Commissioner
- Assure that this APPR Plan applies to all classroom teachers and building principals as defined in the regulation and SED guidance
- Assure that the district or BOCES will provide the Department with any information necessary to conduct annual monitoring pursuant to the regulations
- If this APPR Plan is being submitted subsequent to July 1, 2012, assure that this was the result of unresolved collective bargaining negotiations

Signatures, dates

Superintendent Signature: Date:

Teachers Union President Signature: Date:

Administrative Union President Signature: Date:

Board of Education President Signature: Date: