

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
THE ALBANY PUBLIC SCHOOL TEACHERS ASSOCIATION
AND
THE CITY SCHOOL DISTRICT OF ALBANY

WHEREAS, the City School District of Albany (“School District”) and the Albany Public School Teachers Association (“APSTA”) are parties to a collective bargaining agreement covering the period July 1, 2011 through June 30, 2016 (“Agreement”); and,

WHEREAS, Schuyler Achievement Academy has been identified as a “struggling” school pursuant to Education Law Section 211-f and Commissioner of Education Regulation Section 100.19 which has vested certain authority in the Superintendent of Schools as a school receiver; and,

WHEREAS, The School District desires modifications to the Agreement at Schuyler Achievement Academy with respect to teaching conditions and in pursuit of school improvement; and,

WHEREAS, APSTA seeks to collaborate with the School District for the 2015-2016 school year in an effort to improve student achievement and outcomes through a site-based strategic plan that requires modifications of the Agreement.

IT IS THEREFORE AGREED:

1. The following terms are applicable to Schuyler Achievement Academy (“SAA”) for the 2015-2016 school year only as they may alter the Agreement and shall sunset on June 30, 2016 and are not subject to continuation pursuant to Civil Service Law Section 209-a(1)(e) [Triborough].

2. Teachers will participate in two (2) peer-to-peer feedback sessions for the 2015-2016 school year. Scheduling such sessions will be accommodated by the administration, but is the responsibility of the teachers involved. Upon completion of a peer-to-peer cycle, the teachers will email notification of such completion, including dates and teacher names, to the Building Principal. No other paperwork responsibilities relative to peer-to-peer cycles will be required.

3. Teachers will participate in two (2) coaching cycles per year (one ELA/ one math), subject to staff availability. It is incumbent upon the teacher to timely schedule such coaching cycles with the building coach. Any teacher facing difficulty in scheduling a coach should alert the Building Principal as soon as practicable. Art, Music, Physical Education and Library teachers will participate in two ELA coaching cycles. Upon completion, the teacher will email the Building Principal indicating completion and relevant dates. No other paperwork responsibilities relative to coaching cycles will be required.

4. In addition to the requirements of Article 7 of the Agreement, teachers will submit two (2) lesson plans per month for non-evaluative administrative feedback. One lesson plan will involve ELA and the other will be a math lesson. Art, Music, Physical Education and Library teachers will submit lesson plans incorporating literacy. A submission schedule will be created by the BLT committee and shared with staff as soon as practicable. Administrative feedback will occur within one week of submission. Such lesson plans will include the following components:

Standard(s)

Goal(s)

Assessment(s)

Application/active engagement

Differentiation

The teacher will indicate when the lesson was collaboratively developed.

5. The Superintendent of Schools agrees, as receiver, not to invoke her authority pursuant to Educational Law Section 211-f and Regulation 100.19 to abolish positions in APSTA at SAA and which result in layoffs at SAA for the 2015-2016 school year. This limitation relates solely to any layoff or abolishment of positions in her capacity as a school receiver. This limitation does not apply to any other layoffs or abolitions that may arise for other reasons and pursuant to other authority nor does it prohibit any activities or actions which may be necessary during the 2015-2016 school year to plan for anticipated layoffs or abolitions for the 2016-2017 school year.

6. By entering into this settlement agreement, neither ASPTA nor the Superintendent waive any other rights they may have pursuant to the Agreement or the

Superintendent's authority as a receiver pursuant to Education Law Section 211-f and Regulations 100.19 except as expressly set forth above.

DATED: _____

CITY SCHOOL DISTRICT OF ALBANY

APSTA

By: _____
Marguerite Vanden Wyngaard, Ph.D.
Superintendent of Schools

By: _____
Susan Gray
President

DRAFT