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Memorandum of Understanding

between

The Buffalo City School District ("District")

and

The Buffalo Teachers Federation, Inc. ("Federation")

12/4/85
Note: The
need to resign
is returned -
The claim signs are
now permanent.
H/W

Re: Contract for Excellence - Superintendent's School Improvement District

WHEREAS, The District has established and wishes to continue a Superintendent's School Improvement District (SSID) comprised of 16 schools identified by the Commissioner of Education as Schools Under Registration Review (SURR).

WHEREAS, The Program design, reflecting the guidelines developed by New York State's Contract for Excellence, will facilitate the development of intensive interventions in the day to day operations of the schools involved and will bring together these schools into one "district," under the leadership of Community Superintendent, Mrs. Frances Wilson.

THEREFORE:

1. The schools included in the Superintendent's School Improvement District are:
 - #6 Buffalo Elementary School of Technology
 - #18 Dr. Antonia Pantoja
 - #19 Native American Magnet
 - #30 Frank A. Sedita Community School
 - #31 Harriett Ross Tubman
 - #37 Futures Academy
 - #53 Community School
 - #61 E.C.C.
 - #74 Hamlin Park Elementary
 - #76 Herman Badillo Bilingual
 - #79 Pfc. W.J. Grabiarz School
 - #94 West Hertel Academy
 - #97 Harvey Austin School
 - #202 Grover Cleveland H.S.
 - #206 South Park H.S.
 - #301 Burgard Vocational H.S.

2. The operation of the program at these schools will conform to all of the terms of the collective bargaining agreement between the District and the Federation except as expressly stated and delineated otherwise in this agreement.

3. Class sizes within the Superintendent's School Improvement District, for grades K – 3 will be limited to twenty (20) students and class size for grades 4-12 will be limited to twenty-five (25) students. The District and BTF will meet to consider any changes to the class sizes for Special Area classes. Any changes must be agreed to by the District and BTF. During intensive intervention instruction for students in grades K-6 who are two or more years behind or two or more standard deviations below the means in Reading and/or Math, each teacher will have no more than 10 students.
4. The length of the school day for teachers will remain 6 hours and 50 minutes (or 6 hours and 40 minutes where so mandated by the collective bargaining agreement). In no event will the length of the school day for teachers be increased at any school.

The length of the school day for students is being extended to seven and one-half hours long starting no earlier than 7:30 a.m. and ending no later than 4:00 p.m. Any changes to the schedule after the start of the school year will be made in compliance with the collective bargaining agreement and past practice between the parties.

Each school will provide this longer day through the staggering of teacher work schedules when needed, as currently provided in the collective bargaining agreement. The early schedule for teachers will operate from 7:50 a.m. to 2:40 p.m. and the late schedule for teachers will be from 8:50 a.m. to 3:40 p.m. As per above, if a school previously had a 6 hour and 40 minute schedule, the schedule will be adjusted accordingly.

5. Teachers at those schools where two shifts are necessary will opt for either an early schedule or a late schedule per number 4 above and in conformance with the collective bargaining agreement. Assignments to positions on the early and late schedules within a school will be based upon seniority. Teachers who do not receive the information about a proposed schedule or schedule change, or for some reason are unable to return their schedule preference form by the District and BTF jointly established deadline, will be assigned a schedule at their school. The District will make every effort to accommodate the teacher's needs but if unable to do so, the teacher will be placed on the involuntary transfer list for all available openings.
6. During any time periods at the start or end of the students' school day when students are present and teachers are not required to be there, supervision of the students will be provided through the use of support personnel.
7. Notwithstanding Article X, Section L of the collective bargaining agreement, some teachers may have their preparation period either before students' scheduled arrival time or after students' scheduled dismissal time but within the teachers' regular work schedule. This prep period would be 45 minutes in duration for teachers who are teaching grades 7 and 8 and 40 minutes for teachers who are teaching in grades pre-k – 6 at the schools delineated in number 1. Such assignments will be voluntary and based upon seniority. The assignments will only be for one year. Prior to teachers electing an early or late prep period they will be advised of their complete schedule including all non-teaching duties.
8. Teachers will have the opportunity to work the extended learning program. Teachers working those additional 20 days will receive additional compensation pursuant to the applicable terms of the collective bargaining agreement. If the program is four hours or more per day, the teacher

will receive 1/200th of his or her salary per day. Teachers at a particular school will have preference for filling these positions at that school as per Article XII G(3)(b) of the collective bargaining agreement. If there are openings in a school then other District teachers will be selected based upon summer school seniority as per Article XII G. No pressure, either verbal or written will be exerted on teachers to work the extended learning program, nor will any reprisals be taken against any teacher who is unable or chooses not to work during the extended learning program.

9. Professional learning opportunities are an important component of this program. These opportunities are provided to help teachers hone their skills. Five full days (four hours or more) of these sessions may be scheduled prior to the start of the school year. Teachers will be paid 1/200th for each full day of attendance. Teachers who are unable to attend these sessions will have the opportunity to receive the information. No pressure, either verbal or written will be exerted on teachers to attend learning opportunity sessions, nor will any reprisals be taken against any teacher who is unable or chooses not to attend professional learning opportunity sessions.
10. Should a problem develop on how paperwork is to be processed, the BTF and District will develop a uniform policy on how paperwork is to be processed in instances where more than one teacher is responsible for academic instruction of the same pupils. Specifically such a policy will address who is responsible for inputting data and grades into the system and how students' grades will be determined.
11. The Math and Reading coaches will interact with their colleagues in a professional, trusting, confidential, mutually educative, supportive and non-supervisory (non-evaluative) manner.

The coaches will guide, assist, and work in collaboration with teachers to achieve a mutual goal of increasing student academic achievement. Through modeling, demonstration lessons, providing assistance in the analysis of assessments, and positive constructive discussions, the coach will assist in helping teachers in fully implementing the math and literacy curricula. The coach shall not participate in any aspect of a teacher's evaluation.

Any information obtained during coach and teacher interactions and all correspondence (including e-mails), notes and records generated shall be confidential and shared only between the teacher and coach, and be given to the teacher if he/she so requests.

Coaches shall be selected in accordance with the Collective Bargaining Agreement.


The BTF and District will meet during the 2009-2010 School Year to formalize a procedure for the future selection of Coaches. The BTF will work with Human Resources and the department of Teaching and Learning on this issue.

13. Faculty meetings will be held at times and dates agreed to by the principal and building committee.

THIS AGREEMENT applies only to the schools cited herein and it is expressly understood and agreed, as a condition of this Agreement, that neither this Agreement nor any part hereof, shall

constitute or be construed to be a precedent or prejudicial to the respective positions herein of the Federation or the District in any other matter.

For the District:



**James A. Williams, Ed. D.
Superintendent of Schools**

9-10-09

Date

For the Federation:



**Philip Rumore
President**

9 Sept 09

Date