

MEMORANDUM OF UNDERSTANDING

by and between

The Albany Public School Teachers Association  
“APSTA”  
and  
The City School District of Albany  
”District”

**WHEREAS**, APSTA and the District are parties to a collective bargaining agreement dated July 1, 2011 to June 30, 2016 wherein the parties agreed to reach compliance with Education Law 3012-c; and

**WHEREAS**, the parties desire to implement the new APPR for those teachers who exist at schools that have been identified as Persistently Low Achieving “PLA” schools (William S. Hackett Middle School and Albany High School) and for those teachers required by the law to be evaluated under a new system for the 2011-2012 school year (i.e. classroom teachers of ELA and Math in grades 4-8 and all teachers in Transformational Schools); and

**WHEREAS**, the parties acknowledge that there is pending litigation regarding Education Law 3012-c and accompanying regulations and the parties further agree that, in the event the pending litigation makes changes to the Education Law and/or regulations or other changes are made in the Education Law and/or Regulations, the parties agree to bargain the impact of such changes to this document; and

**WHEREAS**, the parties agree that nothing contained herein shall abrogate an Administrator’s and/or Lead Evaluator’s authority to observe and evaluate a teacher or perform other functions within an Administrator’s authority; and

**WHEREAS**, the parties agree that, in the event of a conflict between the provisions contained within this MOU and those established by Education Law Section 3012-c, rules promulgated by the Board of Regents, regulations promulgated by the Commissioner of Education or State, as amended by litigation, statutory, or regulatory requirements relating to teacher evaluation, such statutes and/or regulation shall govern; and

**WHEREAS**, the parties agree that nothing within this MOU shall abrogate the collectively bargained rights of teachers, where applicable, or the rights of the School District, its Board of Education and Superintendent of Schools to discontinue the employment of a probationary teacher in accordance with Education Law Section 3012 and Section 3031 or restrict or limit the discretion of the Superintendent of Schools and Board of Education in making a determination on the status of a probationary teacher, and/or to deny tenure in compliance with law and the collective bargaining agreement; and

**IT IS THEREFORE AGREED:**

**IMPLEMENTATION**

This implementation plan will apply for the 2011-2012 school year only. The parties agree that the APPR committee will continue to negotiate the APPR plan for the 2012-2013 school year and beyond to whatever extent the attached APPR Plan does not address those issues for the 2012-2013 school year and beyond.

The parties expressly agree and adopt in full the APPR Plan attached hereto dated January, 2011. This APPR Plan reflects the complete understanding and agreement of the parties to negotiate all elements of Education Law Section 3012-c and its implementing Regulations requiring such negotiation. Further, it reflects a true and committed collaborative effort of the parties to go beyond what is required in an effort to bring transformational evaluation change to the School District which focuses on student achievement and promotes teacher professional development.

To whatever extent this MOU differs from the APPR, this MOU shall apply. To whatever extent the APPR Plan and this MOU differ from the parties collective bargaining agreement, the APPR Plan and this MOU shall apply.

**ANNUAL PROFESSIONAL PERFORMANCE REVIEW FOR**  
**TEACHERS**  
**2011-2012 SCHOOL YEAR**

For the 2011-2012 school year, this APPR Plan will apply to all classroom common branch teachers in the School District who teach English Language Arts or Mathematics in grades 4-8 and have at least 50% of the teacher's students in grades 4-8 for English Language Arts or Mathematics, including such teachers assigned to the PLA schools meeting this definition. In addition, all other teachers assigned to PLA schools will utilize this APPR plan. The performance of teachers not included within the above will be evaluated in accordance with the District's pre-existing Annual Professional Performance Review Plan developed and maintained pursuant to §100.2(o) of the Regulations of the Commissioner of Education for the 2011-2012 school year.

The parties commit to evaluations using the HEDI format for final evaluation assessment as required by the law and regulations as more fully set forth in the APPR.

The specific APPR Performance Criteria is set forth in the attached APPR. It shall utilize the HEDI ratings as more fully described therein. The APPR Plan fully discusses and implements the 60% and 80% "Other" rubric portion (using the NYSUT Teacher Practice Rubric), the state 20% growth portion, the state comparable growth measure 20%, and a locally selected 20% local growth portion.

**Teacher Improvement Plans**

A complete Teacher Improvement Plan is set forth as Part V of the attached APPR Plan.

**Appeals**

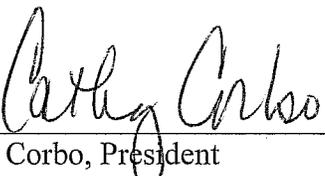
A complete appeals procedure is set forth in Part VI of the attached APPR Plan.

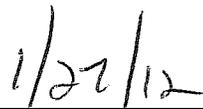
**GENERAL CONDITIONS**

This memorandum shall not be construed as to modify any agreements or contract language in sites other than those designated as PLA schools. No additional changes to either the process or content of the APPR plan will be made without mutual consent of the parties in writing.

This Memorandum shall become effective upon as of the date executed.

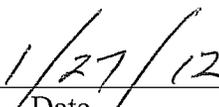
FOR THE ASSOCIATION:

  
\_\_\_\_\_  
Cathy Corbo, President

  
\_\_\_\_\_  
Date

FOR THE DISTRICT:

  
\_\_\_\_\_  
Dr. Raymond Colucciello, Superintendent

  
\_\_\_\_\_  
Date