

**Memorandum of Understanding
Concerning Persistently Struggling Schools in Receivership**

Between

The Buffalo City School District

And

The Buffalo Council of Supervisors and Administrators

This Receivership Agreement (“RA”), dated and effective as of the last date executed below (“Effective Date”), is by and between The Buffalo City School District (the “District”) and The Buffalo Council of Supervisors and Administrators (the “BCSA”). The District and the BCSA are referred to jointly herein as the “Parties.”

WHEREAS the terms and conditions of employment for BCSA members are covered by a Collective Bargaining Agreement between the Parties dated June 8, 2001, covering the time period of July 1, 2001 through June 30, 2004 and still in effect by operation of law (the “CBA”); and

WHEREAS, in 2015, the New York State Legislature passed the “Education Transformation Act of 2015,” which was signed into law by the Governor of the State of New York; and

WHEREAS, pursuant to Section 211-f(1)(c)(i) of the Education Law, the Superintendent shall be vested with receiver powers with respect to persistently struggling schools for a period of at least one (1) year;

WHEREAS, pursuant to Section 211-f(8)(a) of the Education Law, “[i]n order to maximize the rapid achievement of students at the applicable school, the receiver may request that the collective bargaining unit or units representing teachers and administrators and the receiver, on behalf of the board of education, negotiate a receivership agreement that modifies the applicable collective bargaining agreement or agreements with respect to any failing schools in receivership applicable during the period of receivership”; and

WHEREAS, pursuant to Section 211-f(8)(b) of the Education Law, “[t]he bargaining shall be conducted between the receiver and the collective bargaining unit in good faith and completed not later than thirty days from the point at which the receiver requested that the bargaining commence. The agreement shall be subject to ratification within ten business days by the bargaining unit members in the school”; and

WHEREAS, on August 27, 2015, Dr. Kriner Cash, Superintendent of the District, sent a written request to BCSA President Crystal Barton requesting that negotiations commence for the purposes of negotiating a receivership agreement; and

WHEREAS, the Parties subsequently agreed to meet for purposes of negotiating this Receivership Agreement, beginning on September 17, 2015; and

WHEREAS the Parties have conferred and negotiated in good faith with respect to this RA;

NOW, THEREFORE, the Parties hereby agree to the following for the schools listed in **Attachment A** that are in receivership and identified as persistently struggling (“Receivership Schools”):

1. For the purpose of maintaining educational stability, the District and BCSA agree that a Principal assigned to a Receivership School generally shall be responsible for administering educational programs sponsored or operated by the District outside of regular school hours or outside the regular school year which are based at the Receivership School to which the Principal is assigned. Principals at Receivership Schools shall have the authority to delegate the most qualified Assistant Principal to administer educational programs based at the Receivership School to which the Principal and Assistant Principal are assigned. In the event that, due to extenuating circumstances, the Principal or the Assistant Principal at the Receivership School is unable to administer the program after school hours or outside the regular school year, the Receiver shall have the ability to appoint the administrator that is most qualified to administer the program. Building administrators required to administer educational programs outside of the regular school day and/or year shall be compensated at the hourly rate of pay per the terms of the current CBA.
2. The Receiver shall have the right to extend the regular school day up to one (1) additional hour. If the Receiver decides to lengthen the school day at any of the Receivership Schools, the administrators at the school where the school day is lengthened will receive an equally proportionate increase in compensation effective the first day the school day is lengthened. For example, where the school day is increased by 10%, administrators’ salaries shall be increased by 10%, respectively.
3. The Receiver shall have the right to require that administrators at the Receivership Schools attend professional development activities. The Receiver and/or his/her designee shall collaborate with each administrator at the Receivership Schools to develop appropriate professional development requirements tailored to the specific needs of the particular Receivership School and administrator. Administrators required to attend professional development activities outside of the regular school day shall be compensated at the hourly rate of pay per the terms of the current CBA.
4. Principals assigned to Receivership Schools shall have the authority to select the teachers most qualified for employment in the respective Receivership Schools to which the Principals are assigned, subject to the provisions of the collective bargaining agreement and/or receivership agreement(s) between the Buffalo Teachers Federation and the District.
5. In order to attract qualified candidates to vacancies, maintain qualified administrators and promote student improvement at Receivership Schools, all administrators at each

Receivership School shall be eligible for the following monetary awards subject to the following terms:

- a. All administrators at each PK-8 Receivership School that realize between a three and one half and five percent (3.5-5%) increase in the level of students reaching proficiency in ELA and Math at his./her specific Receivership School during any given school year shall receive a \$8,500 payment in addition to his/her regular salary. All administrators at PK-8 Receivership Schools that realize a five percent (5%) or greater increase in the level of students receiving proficiency in ELA and Math at his/her Receivership School during any given school year shall receive a \$12,000 payment in addition to his/her regular salary.

As an example, if School Y had a 5.3% level of proficiency in ELA and 6.0% level of proficiency in Math for the 2014-2015 school year, the proficiency level for the 2015-2016 school year would have to increase to between 8.8% and 10.2% in ELA and between 9.5% and 10.9% in Math for administrators at School Y to qualify for the \$8,500.00 bonus. In order to qualify for the \$12,000.00 bonus the proficiency level would have to improve to 10.3% and greater in ELA and 11% and greater in Math for the 2015-2016 school year.

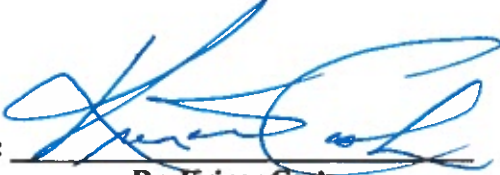
- b. All administrators at each High School in Receivership that realize between a three and one half and five percent (3.5-5%) increase in the passing rate on the Common Core Algebra and ELA Regents Exam from the prior year's cohort performance shall receive a \$8,500 payment in addition to his/her regular salary. All administrators at each High School in Receivership that realize a five percent (5%) or greater increase in the passing rate on the Common Core Algebra and ELA Regents Exam will receive a \$12,000 payment in addition to his/her regular salary.

As an example, if the 2014-2015 cohort at School X had a passing rate of 33.1% on the Algebra Regents Exam and a passing rate of 81.1% on the ELA Regents Exam, the 2015-2016 cohort's passing rate would have to improve to between 36.6% and 38.0% on the Algebra Regents Exam and between 84.6% and 86.0% on the ELA Regents Exam in order to qualify for the \$8,500.00 bonus. In order to qualify for the \$12,000.00 bonus, the passing rate of the 2015-2016 cohort would have to improve to 38.1% or greater on the Algebra Regents Exam and 86.1% or greater on the ELA Regents Exam.

- c. Annual ELA and Math proficiency rates for each Receivership School, as referenced in paragraphs 5(a) above, shall be based on the New York State Education Department (SED) annual assessment data.
- d. In order to be eligible for the awards referenced in paragraphs 5(a) and 5(b) above, an administrator must be employed at the eligible Receivership School for at least fifty percent (50%) of the school year.

- e. For administrators that qualify for the awards referenced in paragraphs 5(a) and 5(b) above, the District shall tender payment as one lump sum payment separate from the administrators' regular paychecks.
 - f. The District shall tender payment of all awards issued pursuant to this paragraph no later than the thirtieth (30th) day of September of the year following the school year for which the payment is awarded, so long as the appropriate data is available.
 - g. In the event that an administrator does not qualify for the incentive in 5(a) and 5(b) above based on the inability to reach the required percentage increase in either ELA or Math for K-8 and Algebra and ELA Regents in High School, the Receiver has the sole discretion to issue payment either in whole or in part to the administrators at the Receivership School.
6. The remaining terms and conditions of employment covered by the provisions of the CBA not specifically addressed by this RA shall remain in effect at the Receivership Schools.
 7. Both Parties reserve the right to request that the parties meet to negotiate additional terms and/or modifications to this RA.
 8. When a Receivership School is no longer in receivership status, the terms of this RA shall no longer apply to the administrators at the school.
 9. Both parties contributed to the drafting of this RA and no rule of construction interpreting an instrument as against a party who unilaterally drafts it shall apply.

The Buffalo City School District

By: 
Dr. Kriner Cash
Superintendent of Schools

11-6-2015
Date

The Buffalo Council of Supervisors and Administrators

By: 
Crystal Barton
President

11/12/15
Date