

## MEMORANDUM OF AGREEMENT

This AGREEMENT between the BOARD OF EDUCATION, BLIND BROOK-RYE UNION FREE SCHOOL DISTRICT (the "District"), and the BLIND BROOK-RYE FEDERATION OF TEACHERS, LOCAL 1890, NYSUT-AFT (the "Federation"), herein referred to as "the parties", is constituted as follows:

WHEREAS, the District and the Federation are parties to a collective bargaining agreement covering the period July 1, 2021 to June 30, 2023 (the "CBA"); and

WHEREAS, the District has informed the Federation of its intent to implement Learning Walks for the 2022-2023 school year; and

WHEREAS, to implement Learning Walks for the 2022-2023 school year and beyond, the District and Federation have negotiated regarding the terms and conditions of employment for those Federation members who will be part of the Learning Walks and wish to memorialize their agreements regarding these issues

NOW THEREFORE, the parties incorporate each of the above recitals into the body of this Agreement, as if more fully set forth in the body of this Agreement, and hereby agree as follows:


1. For the purposes of providing additional insight into the areas of success and additional support in the District's instructional program, the District and Federation agree to implement Learning Walks where administrators and teachers will visit a series of classes and will summarize their findings to help building administrators identify areas of focus.
2. Learning Walks are separate and apart from the APPR process and will never be used to evaluate individual teachers. All notes pertaining to individual teachers and their classrooms will be taken using pen and paper and then destroyed on completion of the Learning Walk.
3. Each Learning Walk will consist of three or four classroom visits. Each visit will be between ten (10) and twenty (20) minutes long.
4. During an individual Learning Walk no teacher's class will be visited more than once.
5. Due to the summative nature of the data collection process in the Learning Walks, feedback on individual class visits will not be provided. At the end of the Fall and Spring Semesters a summary of each building's Learning Walks will be shared with the faculty. This summary will include both positive aspects of what was seen in classrooms as well as areas of focus moving forward.
6. Both the District and the Federation have the right to request a meeting to discuss the terms of this agreement and make any adjustments necessary. The terms of this Agreement will continue to govern Learning Walks until such time as the District and Federation enter into a new agreement modifying the terms of this Agreement.

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7. This Memorandum of Agreement shall be incorporated into the long form Collective Bargaining Agreement.
8. The Parties have satisfied all obligations to bargain pursuant to the Taylor Law regarding the terms and conditions of employment attendant to the District's implementation of Learning Walks. The Federation will not file any grievance, demand for arbitration, improper practice charge, demand for impact bargaining and/or any other action or proceeding of any kind and nature with regard to the implementation of Learning Walks, except that nothing will prohibit the Federation from filing an action to enforce the terms of this Agreement.


Dated: 2/9/2023

By:   
NICHOLAS BIANCULLI, President,  
Blind Brook-Rye Federation of Teachers,  
Local 1890, NYSUT-AFT

Dated: 2/7/23

By:   
DR. COLIN BYRNE  
Superintendent of Schools,  
Blind Brook-Rye U.F.S.D.

Dated: 2/15/23

By:   
JENNIFER SCHLACTUS  
President,  
Board of Education,  
Blind Brook-Rye U.F.S.D.