



*Contact* Philip Rumore  
*Company* Buffalo Teachers Federation  
*Address* 271 Porter Avenue Buffalo, NY 14201  
*Email* sumhauer@btfny.org  
*Website* www.btfny.org

**FOR IMMEDIATE RELEASE**  
**February 7, 2018**

## DISTRICT BREAKS OFF CITY HONORS NEGOTIATIONS - BTF RESPONDS

Although the Buffalo School District is apparently trying to convince the community that it is willing to continue negotiations at City Honors, that is not true.

In a letter the BTF considers insulting and demeaning (attached), despite the fact the BTF's most recent counter proposal to the District called for the parties to:

- Jointly seek the assistance of a Public Employment Relations Board (PERB) or mutually agreed upon mediator to assist the parties in resolving this issue;
- Jointly delay the scheduled legal proceedings and arbitration hearings relating to the implementation of the City Honors School arbitration award;
- Delay any teacher transfers/reductions in force at City Honors School while both sides are in mediation in an attempt to reach a mutually acceptable resolution of this issue;

the District did indeed end the negotiations by calling this BTF proposal "moot" (BTF proposal attached).

In his letter, BTF President Philip Rumore stated that the District has broken off negotiations but is making "an obvious attempt to obfuscate the fact that the District, despite our offer to seek an impartial mediator, has rejected our proposal and has broken off negotiations."

PR:su

**BUFFALO PUBLIC SCHOOLS****Office of Legal Counsel**

65 Niagara Square Room, 717 City Hall

Buffalo, New York 14202

Phone (716) 816-3742

Fax (716) 851-3030

**Nathaniel J. Kuzma**  
General Counsel

VIA EMAIL AND FAX (881-6678)

February 2, 2018

Philip Rumore, President  
Buffalo Teachers Federation  
271 Porter Avenue  
Buffalo, New York 14201

**Re: City Honors**

Dear President Rumore:

I am writing in response to your memo of January 31, 2018 which requested a response to your counter-proposal dated January 26, 2018. Based on a conversation between you and Dr. Cash during the holiday break, the District made proposals on January 4 and 23, 2018 that met the following criteria that you suggested: 1) A reasonable monetary proposal for the duties the teachers at City Honors have performed since 2010; 2) Teachers at City Honors would continue to perform non-teaching duties, and 3) The District would not make any reductions in the teaching force at City Honors. It was the District's sincere belief based on your commitment to Dr. Cash that these proposals would be submitted to the faculty at City Honors for a vote. Unfortunately, that did not happen. Instead, the proposals were rejected by you and a small group of teachers from City Honors.

At this time, the District considers your January 26, 2018 "counter-proposal" moot. The District has relieved the teachers at City Honors of their non-teaching duties in accordance with the arbitration decision and court order. The requisite staff to perform those duties have been assigned to the building. Further, in order to balance the school based budget as a result of the extraordinary cost of hiring the teacher aides into the building, the District has notified teachers that their positions will be reduced from the building as of February 27, 2018.

The District remains open to discussing a sensible solution of this matter that is in the best interests of the District and City Honors School Community.

Regards,

Nathaniel Kuzma

cc: Dr. Kriner Cash, Superintendent  
Darren Brown, Chief of Staff

*"Putting Children and Families First to Ensure High Academic Achievement for All"*



Buffalo Teachers Federation, Inc.  
271 Porter Avenue  
Buffalo, New York 14201  
(716) 881-5400  
www.btfny.org

President, PHILIP RUMORE

February 7, 2018

MEMO TO: Nathaniel Kuzma, General Counsel, BPS  
FROM: Philip Rumore, President, BTF  
RE: False & Insulting Statements in February 2, 2018 District Correspondence

We are in receipt of your February 2, 2018 correspondence. (enclosed)

First, be advised that I did not advise Dr. Cash that “these proposals would be submitted to the faculty at City Honors” emphasis added. (Nor the proposal Dr. Cash sent on January 29, 2018)

You obviously knew that your proposals were not being voted on when you made your counter proposal(s).

As you should know, during negotiations, proposals are not brought to the membership for a vote until the negotiating team has something on which to vote.

As for your characterization of the BTF’s Negotiation Team as “a small group of teachers from City Honors”, that small group, including myself, is as indicated in our counter proposals, the **BTF/City Honors Negotiating Team**. You apparently have no shame in your desire to hurl insults and besmirch the teachers who were trying to reach a settlement. The District obviously has no dignity.

As for the District’s proposal, we find the January 23, 2018 proposal regressive.

The **BTF/City Honors Negotiating Team** offered to assume some of the duties they were relieved of by the arbitration and court to lower the District’s cost of hiring the excessive number of teacher aides only to have the District submit a counter proposal we consider regressive. Legal action is being investigated.

Despite that, and all that is outlined in our proposals, the **BTF/City Honors Negotiating Team** submitted a proposal we believe would assist in reaching a settlement. That is:

- “Jointly seek the assistance of a Public Employment Relations Board (PERB) or mutually agreed upon mediator to assist the parties in resolving this issue.
- Jointly delay the scheduled legal proceedings and arbitration hearings relating to the implementation of the City Honors School arbitration award.
- Delay any teacher transfers/reductions in force at City Honors School while both sides are in mediation in an attempt to reach a mutually acceptable resolution of this issue.”

We now learn that this proposal has been rejected by the District. It is “moot”.

In case you have forgotten, in negotiations, one party makes a proposal. The other party then presents a counter-proposal. Your statement that “At this time, the District considers your January 26, 2018 “counter-proposal” moot. The District has relieved the teachers at City Honors of their non-teaching duties in accordance with the arbitration decision and court order. The requisite staff to perform those duties have been assigned to the building. Further, in order to balance the school based budget as a result of the extraordinary cost of hiring the teacher aides into the building, the District has notified teachers that their positions will be reduced from the building as of February 27, 2018.” clearly ends the negotiations on the issues being addressed in the negotiations.

Therefore, your last sentence appears to be an obvious attempt to obfuscate the fact that the District, despite our offer to seek an impartial mediator, has broken off negotiations.

Finally, your releasing the proposals to the Buffalo News without notice in complete repudiation of the agreement presented to you and agreed to by Superintendent Cash, stating “The BTF agrees to a negotiations news media ‘black out’ while negotiations proceed”, is further proof that the District had no intention of bargaining in good faith.

The above, in addition to violating a signed 1/20/99 settlement releasing the City Honors teachers of non-teaching duties, ignoring an arbitration decision relieving City Honors teachers of non-teaching duties, ignoring a court order enforcing the arbitration decision and then punishing the students and teachers at City Honors by transferring 5-6 teachers thereby hurting programs, despite the fact that we suggested having a mutually acceptable mediator assist us, paints a picture of an untrustworthy, vindictive school district.

PR:su:ls

Encl: 2/2/18 Memo

cc: Dr. Kriner Cash, Superintendent, BPS  
Darren Brown, Chief of Staff

*The following is the Buffalo Teachers Federation's/City Honors School Negotiating Team's response to the District's January 23, 2018 Proposal.*

**WHEREAS:** The BTF/City Honors School negotiating team made a good faith effort to reach a settlement relating to the District's concerns resulting from the recent City Honors Arbitration award relieving City Honors teachers of non-teaching duties, that they were not previously required to perform, the elimination of which provides more time for student support; and,

**WHEREAS:** The non-teaching duties listed below in our January 12, 2018 response to District (January 4, 2018) #1 & 4 contradict, repudiate, and make a mockery of the District's own statement in its January 23, 2018 proposal stating that non-teaching duties should "**connect teachers in important ways with students away from tests, lectures and the classroom, and positively bolster the culture and climate of the school**", emphasis added; and,

BTF/City Honors Response to District 1, 4

The following non-teaching duties are duties that subtract from time that teachers could be utilizing to assist students and, in most cases, are unnecessary. As such, teachers should not be assigned to the following duties:

1. Supply/Copy Machine Duty - During their 45-minute duty, teachers are to use the forty-five minutes to fill supply orders and replenish the supply of copy machine paper. Previously performed by one teacher aide. Now assigned to three teachers.
2. Bathroom Sweep - During their 45-minute duty, teachers are assigned to enter and patrol student lavatories during this 45-minute assignment. Newly created by the Principal.
3. Physical Education Locker Room Duty - During their 45-minute duty, each period, a teacher is assigned to sit in front of the locker room. Newly created by the Principal.
4. Recycling Duty - During each 45-minute duty, a teacher is assigned to collect cans and bottles for recycling. Newly created by the Principal.
5. Hall Sweeps - During their 45-minute duty, teachers are assigned to monitor each floor.

Note: There are security cameras on each floor that are monitored by security office and Main office. Newly created by the Principal.

6. Professional Growth System (PGS) - During their 45-minute duty, assigned teachers are required to input other teachers' credit bearing time into the PGS. Newly created by the Principal.
7. Master Calendar Duty - During their 45-minute duty, assigned teachers are required to update the school website. Newly created by the Principal.
8. Attendance Duty - Call guardian and/or write letters for students who are frequently absent and/or tardy. This is an Attendance teacher's assignment. Newly created by the Principal.

9. Recess Duty - For twenty minutes, teachers are required to take students outside and then have lunch duty for the remaining twenty-five minutes. Newly created by the Principal.

10. Front Desk Duty - Two teachers are assigned to a desk at the front door to have visitors sign in and direct them to the office. This is newly created by the Principal.

Previously performed by a teacher aide.

11. Main Locker Room Duty - Teachers required to monitor students at their locker - Security office is directly in front of the desk. Previously performed by an Administrator.

**WHEREAS:** The teachers at City Honors School, although exempted from by the Arbitration decision, offered to assume lunch and study hall duties that connect teachers with students; and,

**WHEREAS:** The teachers in the January 12, 2018 initial offer were willing to perform the lunch and study hall duties that were previously performed by teacher aides at a rate of pay less than the hiring of Aides would cost the District and proportionate to what the teachers in Niagara falls receive for performing lunch duties; and

**WHEREAS:** Despite our assertion that District # 3 (January 4, 2018) “has nothing to do with the Arbitration”, the District has expanded its proposal to add a 6<sup>th</sup> period, “fifth and sixth grade teachers would not be required to perform non-instructional and non-teaching duties in lieu of a 6<sup>th</sup> period of instruction”, emphasis added; and,

**WHEREAS:** The District has expanded its January 4, 2018 proposal (#4) by adding “as designated by the school administration moving forward” thereby allowing the school administration (principal) the sole power to determine or invent any duty and call it a non-instructional non-teacher duty, regardless of whether it has or is performed anywhere in the District or elsewhere; and,

**WHEREAS:** District #6 in the January 23, 2018 proposal continues to exclude teachers who, in violation of the contract, performed non-teaching duties but are no longer assigned to City Honors School; and,

**WHEREAS:** The District continues to state that at City Honors School the teachers have a “seven hour and fifteen minute work day”, when adding twenty-five minutes on to the previous workday results, as in other schools in the district, in the work day being seven hours and five minutes; and,

**WHEREAS:** Principal Dr. William Kresse has continued to take actions that have caused ill will making the settlement of this issue difficult (See correspondence to Superintendent Cash, December 20, 2017, January 11, 2018 and January 12, 2018); and,

**WHEREAS:** While the BTF/City Honors negotiating team, in good faith effort to address District concerns relating to the recent arbitration, find the District’s January 23, 2018 unacceptable and as it has in our opinion expanded the impact of its original January 4, 2018 proposal is bargaining in bad faith in an attempt to discredit City Honors School teachers and as such apparently has no real intention of reaching a mutually acceptable settlement of the issues surrounding the City Honors School arbitration decision; and,

**WHEREAS:** On Wednesday, January 24, 2018 when the BTF/City Honors negotiating team was asked by the Superintendent to respond quickly to the District’s January 23, 2018 proposal. The negotiating team met at approximately 7:45 am (before school) and also tried to find time without

students instead of asking to have substitute teachers hired as was done previously, only to have Principal Kresse attack the negotiating team teachers, e.g.:

*The following was submitted as per the request of the BTF. It is to the best of our knowledge what occurred.*

Members of the negotiating team are now being targeted. On January 24th Dr. Kresse along with assistant principal Mrs. Hannah sat down to meet with Christie Allman, school counselor. Christie was accused of spending too much time with other members of the negotiating team and too much time in the library. In response, Christie highlighted the fact that being a school counselor she is fortunate to have flex time in her schedule to have her lunch and prep when her schedule for the day allows. If her prep time and lunch happen to be spent with other BTF delegates it is because they are her friends and colleagues. Just because she is with them does not mean they are discussing BTF business, and it shouldn't matter who they spent their lunch and prep time with. We are also advised he has complained that BTF delegates are asking teachers for support on this issue; and,

**WHEREAS:** Despite the above actions by the District, the BTF/City Honors negotiating team is committed to reach a mutually acceptable resolution of this issue.

**THEREFORE BE IT RESOLVED:** that the BTF/City Honors negotiating team calls upon the District to:

- Jointly seek the assistance of a Public Employee Relations Board (PERB) or mutually agreed upon mediator to assist the parties in resolving this issue.
- Jointly delay the scheduled legal proceedings and arbitration hearings relating to the implementation of the City Honors School arbitration award.
- Delay any teacher transfers/reductions in force at City Honors School while both sides are in mediation in an attempt to reach a mutually acceptable resolution of this issue.

This proposal is made in good faith in response to the District's January 23, 2018 proposal.

Modifications or additions must be agreed to by the parties.

On behalf of the BTF/City Honors negotiating team:



Philip Rumore, President

1/26/2018