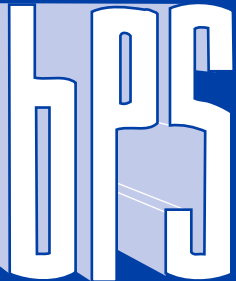
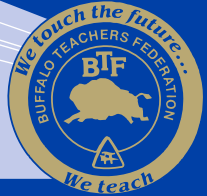
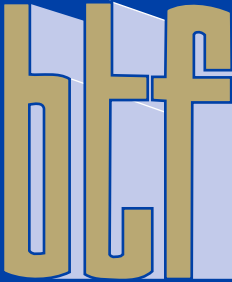


# MASTER CONTRACT JULY 1, 2016



Between the  
Buffalo Teachers Federation  
and the  
Buffalo Board of Education

## **BUFFALO TEACHERS FEDERATION, INC.**

Philip Rumore  
*President*

Edith D. LeWin  
*Vice-President*

Kevin Gibson  
*Secretary*

Rebecca Pordum  
*Treasurer*

### *Presidential Assistants*

Edith D. LeWin  
Rebecca Pordum

## **OTHER OFFICERS**

Thomas Anthony	Melinda MacPherson-Sullivan
Susan Baker	Phyllis Mabry-Mays
Dennis Brancato	Mark Mecca
Sean Crowley	Michael Mecca
Lucille Emmi	Joseph Montante
Lynn Garcia	Thomas J. Pisa
Thomas Gattie	M. Sue Raichilson
Nicole Herkey	Trisha Rosokoff
Sophia Howard-Johnson	Christine Salamone
Melissa Kenney	Gregory Sawicki
Teresa Leatherbarrow	Christopher Stephens
Rachel Lis	Ruyvette Townsend

## **LABOR RELATIONS SPECIALISTS**

Deana Fox  
Dennis Licherelli  
Nick Whitman

President PHILIP RUMORE



Dear Colleague:

There are no finer, more dedicated and more united teachers anywhere. Each day, you accomplish what many others would not even attempt under conditions few comprehend. Yes, you have heard me say this many times; however, I will continue until the public and every Buffalo teacher realizes and accepts this as a self-evident truth.

This year in the face of a school board intent on breaking our solidarity and gutting our contract, Buffalo teachers demonstrated a solidarity few have witnessed. We not only fought back the Board's contract attacks but retained Art, Music, and Physical Education in the early grades, increased funding for supplies, as well as other agreements that will benefit our students.

We have accomplished much; however, more still needs to be done.

- Intensified early grade intervention programs for students and families in crisis must be instituted so that problems can be rectified before they become so severe that the students fall far behind in academics and their behavior becomes so disruptive that they ruin the education of the vast majority of our students who really want to learn.
- Social promotions must end. This does not entail having 16 year old students in fourth grade, but rather programs that provide assistance to ensure that progress is made.
- The Discipline and Attendance Policy must be enforced and programs developed to assist students so that they are not just passed from school to school disrupting the education of other students.
- Paperwork that does not provide direct and immediate information for the teacher to assist students should be eliminated.

- Testing – So much time is spent testing and preparing for tests that very little time is spent teaching that which is being tested!
- Teacher input – When will they learn that if they really do want to know what is wrong and what needs to be done, they should ask those who really know – teachers.

Yes, there are many additional challenges, and indeed the ones outlined above seem daunting; however, they can, must, and will be overcome and surmounted as we have in the past – together.

To become all you can be, you must try to be more. In order to accomplish all that is possible, you must try the impossible.

This, as you know, is my credo. I believe it and hope you do, also. We are committed to working with the Superintendent and his staff to cooperatively find solutions to the problems we face. You and our students deserve nothing less.

Sincerely,



Philip Rumore, President

PR/lis



---

## BUFFALO PUBLIC SCHOOLS

Office of the Superintendent

65 Niagara Square Room #712 City Hall

Buffalo, New York 14202

Phone (716) 816-3575

Fax (716) 851-3033

[krinercash@buffaloschools.org](mailto:krinercash@buffaloschools.org)

March 20, 2018

To My Colleagues in the Buffalo Public Schools,

As committed teachers in public education, you hold the most honorable profession in our society. As educators in our great city, you are the key members of the team that is leading the renaissance in Buffalo. Without you and the daily effectiveness you bring to your work, Buffalo would only rise for some children. In large part, because of you, Buffalo is rising for all children.

This professional agreement represents an essential component of our District's five-year strategic plan, the ***New Education Bargain with Students and Parents***. An integral part of the NEB focuses on a ***New Relationship with our Teachers*** by providing for the vital professional development, teaching conditions, and competitive compensation all teachers deserve.

Thank you for embracing the mindset of excellence by having high expectations for all of Buffalo's children. Thank you for the knowledge, skills, and professional commitment you impart to each of your students every day. And, thank you for joining together with your colleagues to create the best-in-class Buffalo City School District every child in our remarkable city so richly deserves.

Sincerely,

Dr. Kriner Cash  
Superintendent of the Buffalo Public Schools

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

## **BOARD OF EDUCATION**

Dr. Barbara Seals Nevergold  
*President*

Sharon Belton-Cottman  
*Vice President of Executive Affairs*

Dr. Theresa Harris-Tigg  
*Vice President Student Achievement*

Hope Jay  
Jennifer Mecozzi  
Carl Paladino  
Patricia Pierce  
Lawrence Quinn  
Paulette Woods

Dr. Kriner Cash  
*Superintendent of Schools*

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**AGREEMENT BETWEEN  
THE BOARD OF EDUCATION  
OF THE CITY OF BUFFALO  
AND  
THE BUFFALO TEACHERS FEDERATION**

THIS AGREEMENT entered into this 17th day of October, 2016, as amended, by and between THE BOARD OF EDUCATION OF THE CITY OF BUFFALO, hereinafter sometimes called the "BOARD"; and THE BUFFALO TEACHERS FEDERATION, hereinafter sometimes called the "FEDERATION":

**WITNESSETH:**

WHEREAS, the Federation, as the exclusive representative of the teaching personnel of the Board, has all the rights and privileges granted to it by the Taylor Law; and

WHEREAS, the Board and the Federation recognize and declare that providing quality integrated education for the children of the City of Buffalo is their mutual aim; and

WHEREAS, the parties have agreed to negotiate in good faith with respect to the salaries, welfare provisions, teaching conditions, hours, and certain matters of educational policy for all of the teaching personnel employed by the Board; and

WHEREAS, the parties, following extended and deliberate negotiations, have reached certain understandings which they desire to memorialize for the enhancement of public education and the common good of the public;

NOW, THEREFORE, in consideration of the following mutual covenants, it is hereby agreed as follows:

**ARTICLE I**

Statement of Recognition

A. The Board hereby recognizes the Federation as the exclusive representative of all department chairpersons, classroom teachers, guidance counselors, school social workers, attendance teachers, school psychologists, reading teachers, ESEA teachers, librarians, speech therapists, helping teachers, administrative assistants, teachers-in-charge, reading specialists, day school Adult Learning teachers, J.R.O.T.C. teachers, and any other teachers paid on the teachers' salary schedule. If a new position is created during the life of this Contract, the inclusion of said position shall be determined by mutual agreement of the parties.

B. The Board of Education and the Buffalo Teachers Federation agree that they shall give highest priority to the

1 task of meeting their individual and joint responsibilities for  
2 making available to the children, youth and adults enrolled  
3 in the Buffalo Public Schools the finest educational programs  
4 possible. Both parties recognize and agree that teachers are  
5 the most critical component in the educational system. The  
6 successful and competent performance by teachers of their  
7 duties in the classroom is indispensable to the providing of  
8 quality education for students. The ability of teachers to perform  
9 their duties successfully is also dependent in part on a number  
10 of conditions beyond their control, such as the availability to  
11 teachers of adequate supplies and services. The Federation and  
12 the Board through its representatives shall make appropriate  
13 efforts to ensure full, faithful and prompt compliance with the  
14 foregoing.

## 15 **ARTICLE II**

### 16 Fair Practices

17  
18  
19 A. The Federation agrees to maintain its eligibility to  
20 represent classroom teachers by continuing to admit persons  
21 to membership without discrimination on the basis of race,  
22 creed, color, national origin, sex or marital status, and to  
23 represent equally all employees without regard to membership  
24 or participation in, or association with the activities of any  
25 employee organization.

26 B. The Board agrees to continue its policy of not  
27 discriminating against any employee on the basis of race, creed,  
28 color, national origin, sex, marital status, personal or political  
29 activity, or membership in or association with the activities of  
30 any employee organization.

31 C. The Board and the Federation agree to promote the  
32 concept of Affirmative Action as a means of implementing equal  
33 employment opportunity for all persons. Such implementation  
34 shall be subject to the provisions of this agreement.

## 35 **ARTICLE III**

### 36 Definitions

37  
38  
39 A. The term "teacher" when used hereinafter in the Contract  
40 shall refer to all employees represented by the Federation in the  
41 negotiating unit as defined above, unless otherwise indicated.

42 B. The term "Board" and "Federation" shall include authorized  
43 officers, representatives and agents. Despite reference herein  
44 to "Board" and "Federation" as such, each reserves the right to  
45 act hereunder by committee, individual member, or designated

representative, except as specifically provided herein. 1

C. References made to male teachers shall include female 2  
 teachers. 3

D. The term "preparation period" shall refer to a duty free, 4  
 unassigned period to be used for professional purposes. 5

E. "Seniority" is defined as a teacher's length of total 6  
 continuous service from the date of original probationary 7  
 appointment as a teacher in the Buffalo Public School System. 8  
 Leaves of absence without pay shall not be counted as service 9  
 for this purpose. 10

Effective January 31, 1977, whenever temporary service has 11  
 been credited toward the completion of a probationary period, 12  
 it shall also be counted for the purpose of seniority. 13

F. For the purposes of administering provisions pertaining to 14  
 leaves of absence, the term "immediate family" shall include a 15  
 parent, child, brother, sister, grandparent, husband, wife, parent 16  
 of husband or wife, or any relative permanently residing in the 17  
 personal household in which the employee resides. 18

## ARTICLE IV 19

### Negotiations and Impasse Procedures 20

A. The Board and the Federation agree to begin 21  
 negotiations concerning a successor or amended contract 22  
 no later than the first Tuesday in January of the final year of 23  
 the contract. Any contract or amended contract shall be 24  
 reduced to writing by the Board and the Federation. 25  
 26  
 27

B. If the parties fail to reach agreement by March 1, 28  
 thereafter, either party may declare that an impasse has 29  
 been reached and submit the unresolved issues to the Public 30  
 Employment Relations Board requesting that Board to render 31  
 assistance as provided in Section 209 of the Civil Service Law. 32  
 Any costs or expenses resulting from such assistance shall be 33  
 borne equally by the parties. 34

C. In any negotiations described in this contract, each 35  
 party shall have the right to select its own consultants and 36  
 representatives from within or without the school district. It 37  
 is recognized that no final agreement between the parties 38  
 shall be effective without ratification by the Board and by the 39  
 membership of the Federation. 40

41  
 42  
 43  
 44  
 45

1 **ARTICLE V**

2 Grievance Procedure

3  
4 A. Purpose - The purpose of this grievance procedure  
5 shall be to settle equitably and informally if possible, at the  
6 lowest possible administrative level, disputes which may arise  
7 from time to time with respect to specific claims of violation,  
8 misapplication or misinterpretation of the terms of this Contract  
9 or established personnel policies.

10 B. Definitions

- 11 (1) A "grievance" is a complaint by one or more teachers,  
12 of a violation, a misapplication or a misinterpretation  
13 of this Contract, or of Board personnel policies,  
14 **except that assignment of a teacher to the Teacher**  
15 **Center, following recommendation by the Policy**  
16 **Board and approval by the Board of Education,**  
17 **shall not be grievable.**  
18 (2) The term "teacher" includes any individual or group  
19 of individuals within the negotiating unit.  
20 (3) The term "days" used in this Article shall be school  
21 teaching days, except that it shall mean weekdays  
22 when schools are in summer recess.  
23 (4) Matters pertaining to teacher evaluation shall not be  
24 construed as coming within the grievance procedure  
25 except as provided under the provisions of Article XIII.

26 C. Structure

- 27 (1) Nothing herein contained shall be construed to  
28 prevent any individual teacher from presenting a  
29 written grievance and having the grievance adjusted,  
30 without the intervention of the Federation, if the  
31 adjustment is not inconsistent with the terms of  
32 this Contract. If such adjustment would affect the  
33 interpretation of the Contract, the Superintendent  
34 will inform the Federation, and will meet and discuss  
35 the matter with its representatives prior to such  
36 adjustment. No such individual teacher may, however,  
37 be represented by an officer, agent or member of  
38 another teachers' organization.  
39 (2) There shall be established by the Federation a  
40 Central Grievance Committee (CGC) which shall  
41 consist of no more than three (3) persons selected  
42 by the Federation. This committee shall represent the  
43 Federation at the second, third and fourth levels of  
44 this procedure.  
45 (3) The Board's Appeal Committee at the second level

shall consist of two (2) associate superintendents, one of whom shall be the appropriate Division Head, or their designees.

D. Procedures - The number of days indicated at each level below should be considered as maximum, and every effort should be made to expedite the process. The time limits may be extended by mutual consent in writing by the authorized representatives of each party. Any grievance involving a group or class of teachers in more than one school, or board policy questions, may be processed, in the judgment of the Federation, beginning at the second level. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

A grievance emanating from the Federation based on a formal policy decision made by the Board at a stated meeting shall be brought to Level III of the grievance procedure if the Federation so desires. However, this does not preclude mutual agreement by the parties to proceed directly to arbitration.

(1) Level One

(a) A teacher alleging a grievance may initiate this procedure by the following action: a teacher may approach the immediate supervisor and discuss the matter in his/her own behalf. The teacher may require that a representative of the Federation Building Committee accompany him/her in approaching the immediate supervisor. In such case, the teacher may not be compelled to discuss such grievance prior to any scheduled meeting at which such representative is to be present.

(b) In the event that the steps under (a) above are unsuccessful in resolving the grievance, the teacher may file a written grievance on a form supplied by the Federation. The form shall be filed in three copies as follows: one copy each for the aggrieved teacher, the Federation, and the immediate supervisor. If Level One is bypassed, the supervisor's copy will be delivered to the appropriate Division Head. A written grievance shall be filed as soon as possible, but in no event later than fifteen (15) days after occurrence of the facts giving rise to the grievance or notice of such facts to the teacher, whichever is later.

(c) Within three (3) days following the filing of a written grievance, a meeting shall take place between the

1 immediate supervisor, the aggrieved teacher, and the  
2 Federation representative to attempt to resolve the  
3 grievance. If the immediate supervisor resolves the  
4 grievance to the satisfaction of the aggrieved teacher,  
5 the supervisor shall deliver a written answer to said  
6 teacher, explaining said resolution if the teacher so  
7 requests. In the event that the immediate supervisor  
8 does not resolve the grievance, the supervisor shall  
9 deliver a written answer to that effect to said teacher.  
10 The written answer in each of the above instances  
11 shall be delivered as aforesaid not later than two  
12 (2) days following the meeting described in this  
13 subsection (c).

14 (2) Level Two

15 (a) If the grievance is not settled at Level One above,  
16 the Federation may, within five (5) days after the  
17 answer is rendered or due at Level One, notify the  
18 appropriate Division Head in writing, with a copy to  
19 the Associate Superintendent for Personnel, that it  
20 appeals the grievance stating the grounds for such  
21 appeal. The Associate Superintendent for Personnel  
22 shall, within five (5) days after receipt thereof, convene  
23 a Level Two meeting between the Central Grievance  
24 Committee and the Board's Appeal Committee, and  
25 a written answer as described in Article V, D, (1), (c),  
26 on or attached to the grievance, shall be rendered  
27 within five (5) days thereafter and delivered to the  
28 Federation.

29 (b) Nothing herein shall preclude a representative of the  
30 Federation from discussing the grievance with an  
31 appropriate superior or the immediate supervisor in  
32 an attempt to resolve the matter prior to the holding  
33 of a Level Two meeting.

34 (3) Level Three

35 (a) If the grievance is not settled at Level Two above, the  
36 Federation may appeal to the Superintendent by filing  
37 a written notice of appeal with the Superintendent  
38 within ten (10) days after the answer is rendered or  
39 due at Level Two, stating the grounds for appeal.  
40 The Superintendent will meet with the Federation  
41 Grievance Committee within seven (7) days after  
42 receipt of written notice of appeal for the purpose  
43 of resolving the matter. The Superintendent's written  
44 answer to said grievance shall be transmitted to the  
45 Federation within seven (7) days after the meeting.

(4) Level Four	1
(a) Within thirty (30) days of receipt of the answer or after the answer is due, the Federation may by notice request that the matter be submitted to arbitration.	2 3 4
(b) The arbitrator to be appointed to hear the grievance shall be selected by the Public Employment Relations Board in accordance with its rules, which shall likewise govern the arbitration hearing.	5 6 7 8
(c) Arbitrators shall limit their decisions strictly to the application and interpretation of the provisions of this contract, and shall be without power or authority to modify or amend it or make a decision contrary to law. Arbitrators shall render their decisions in writing and set forth their findings and conclusions on the issues submitted.	9 10 11 12 13 14 15
(d) The decision of the arbitrators, if made in accordance with their jurisdiction and authority, as defined herein, will be accepted as final by the parties to the dispute and both will abide by it.	16 17 18 19
(e) The costs of any arbitration under this Article shall be divided equally between the Board and the Federation.	20 21 22
E. Miscellaneous	23
(1) If the complaint against the teacher is not sustained, the teacher shall be reinstated with full reimbursement of all compensation lost thereby. If the teacher shall have been found to have been improperly deprived of any professional advantage, the same shall be restored to the teacher or its equivalent in money shall be paid to the teacher.	24 25 26 27 28 29 30
(2) No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.	31 32 33
(3) Nothing herein contained shall be deemed to prevent the Board from taking proceedings to dismiss a teacher under Section 2573 of the Education Law, provided, however, that the Federation shall be given written notice of any such proceeding and the charges placed against the teacher.	34 35 36 37 38 39
(4) The time in which to render a determination or decision in any step or level herein may be extended for a period not to exceed five (5) days upon the written request of the person authorized to make such decisions or determination, and further extension may be made by mutual agreement of the parties.	40 41 42 43 44 45



- 1 (5) Failure to appeal at any step or level within the times  
2 specified above shall be deemed an acceptance of  
3 the decision rendered at that step.  
4

5 **ARTICLE VI**  
6 Federation Rights  
7

8 A. Exclusivity - The rights and privileges of the teachers'  
9 organization and its representatives as set forth in this article  
10 shall be granted only to the Federation as the exclusive  
11 representative of the teachers. In addition, pursuant to Section  
12 208 of the Civil Service Law, the Federation shall have  
13 unchallenged representation status until seven months prior  
14 to the termination date of this contract.

15 B. Officers - Officers of the BTF serving in departmentalized  
16 programs shall be released from all non-teaching duties. Officers  
17 of the BTF serving in non-departmentalized schools shall  
18 have a duty-free lunch hour every day. For this purpose, the  
19 word "officers" shall mean the BTF President, Vice President,  
20 Secretary, and Treasurer.

21 C. Building Delegates - The Delegate Chairperson serving  
22 in each school shall:

- 23 (1) Be relieved of non-teaching duties for two periods per  
24 week if serving in a departmentalized program.  
25 (2) Be relieved of all duties during such lunch period as is  
26 provided for students in that school if serving in a non-  
27 departmentalized program.  
28 (3) If scheduling permits within existing non-administrative  
29 staffing, the Delegate Chairperson serving in each school  
30 shall be relieved of all non-classroom duties.

31 D. Building Committee - The principal of each school shall  
32 meet at least once a month with the Federation Building  
33 Committee at its request to discuss school operations and  
34 questions relating to the implementation of this Contract. These  
35 meetings shall be held at a time of the day mutually agreed upon  
36 and, if held during the regular school day, shall not result in loss  
37 of pay to the teachers. Any meeting of the Building Committee  
38 held during a teaching period of a member of the Committee  
39 shall be called only in the event of an emergency. The Building  
40 Committee shall consist of not more than three (3) teachers from  
41 each school selected or appointed in a manner to be determined  
42 by the Federation to represent the Federation in that school.  
43 Proposed changes in existing policies and procedures and new  
44 policies and procedures for each school shall be discussed at  
45 such meetings. Any changes in such policies and procedures

or any new policies and procedures shall be consistent with the terms of this Contract and Board policy. The Federation Building Committee may have a member of the BTF Staff present at any meeting in which the Building Committee participates, providing notice of such invitation is given to the Building Administrator at least two (2) days in advance and the administrator approves. Any objection to the invitation by the Building Administrator shall be resolved prior to the meeting by the Federation President and the Associate Superintendent of Instructional Services.

E. Federation Leave

(1) Upon application, the Board shall grant to a maximum of twelve (12) probationary or contract teachers, leaves of absence without pay on a year-to-year basis for the purpose of service on the staff of the Federation or its affiliates. Upon return from such leave the teacher shall be granted up to four (4) years of increment credit.

(2) Upon application, the Board shall grant teachers leaves of absence with or without pay on a year-to-year basis for the purpose of service as an elected officer of the Federation or its affiliates. Upon return from such leave the teacher shall be granted increment and longevity credit for the entire period of the leave.

Years of service for teachers granted leaves of absence for the purpose of service as an elected officer of the Federation shall count toward their seniority in the District and the years of service necessary to qualify for the retirement benefit granted teachers in Article XXVI 2 (A)(7) and Article XXVI 2 (A)(10) of this Contract.

Teachers who select the option of receiving a paid leave of absence under this section shall be entitled to all payroll services and fringe benefits which are available to other teachers. The Federation shall reimburse the Board on an annual basis for the individuals' salary and fringe benefits costs.

F. Superintendent's Meeting - The Superintendent and representatives of the Federation shall meet regularly on at least a monthly basis to discuss matters relating to the implementation of this Contract, and other matters of concern. If the Superintendent is not available, a representative shall be designated, or, if the Federation prefers, the meeting shall be rescheduled for the earliest date on which the Superintendent is available.

1 G. Board of Education Meetings - There shall be two (2) seats  
2 reserved for the Federation at all School Board meetings, and  
3 the Board shall furnish to the Federation a Board Agenda Folder  
4 prior to each Board meeting at the same time it is received by  
5 the Board members, and copies of the minutes of each Board  
6 meeting.

7 H. Board Agenda - The Federation, upon written request  
8 stating the reason therefor delivered to the Board no later than  
9 10:00 A.M., the Friday preceding the Board meeting, shall be  
10 given an early place on the agenda of any regular meeting of  
11 the Board.

12 I. Board Input - The Board President shall recognize the  
13 President of the Federation or a designee for the purpose  
14 of expressing Federation viewpoints concerning matters on  
15 the agenda or motions before the Board affecting teachers in  
16 general or matters incorporated in this Contract.

17 J. Release Time for Joint Ventures - Whenever representatives  
18 of the Federation are mutually scheduled by the parties to  
19 participate during work hours in conferences, meetings, or in  
20 negotiations, they shall suffer no loss in pay. It is understood  
21 and agreed, however, that the Board shall not be obligated to  
22 pay the salaries of more than five (5) representatives of the  
23 Federation for each session. Negotiations shall, whenever  
24 practicable, be scheduled during normal business hours.

25 K. Dues Deduction - The Board agrees to establish payroll  
26 deductions for the BTF in such a manner that increases in  
27 dues will automatically increase the amount deducted from  
28 each warrant. The payroll deduction authorization form shall  
29 include language whereby the teacher authorizes the Board  
30 to do this effective September 1 upon official notification from  
31 the President of the Federation of such dues increases by July  
32 1. Exact procedure for dues deductions will be drawn up by the  
33 Federation and the Payroll Department.

34 L. Board Provided Lists

35 (1) Faculty Lists - The Board shall transmit to the  
36 Federation a faculty list of each school on or before  
37 September 30 and February 28.

38 (2) Seniority Lists -The Board shall maintain and transmit  
39 to the Federation the updated seniority lists of each  
40 tenure area.

41 M. Communication Service

42 (1) Bulletin Boards - The Federation shall have the right to  
43 post notices of its activities and matters of Federation  
44 concern on teacher bulletin boards, at least one of  
45 which shall be provided in each school building.

- (2) School Pony - The Federation may use the pony mail service and teacher mail boxes for communications to teachers. The Board shall provide for a Federation mailbox in the Central Office mailroom for the purpose of receiving incoming mail.
- The BTF Office, located at 271 Porter Avenue, Buffalo, New York, shall be a regularly scheduled stop for the School Pony trucks both for receiving incoming mail and for pick-up of materials for distribution to teachers.
- (3) Public Address - Announcements of meetings may be listed in school activity bulletins and the public address system may be used for announcing the date, time and place of the meetings.
- (4) Organization Identification - No teacher shall be prevented from wearing an insignia, pin, or other identification of membership in the Federation on school premises provided it is not distracting in size.
- N. Use of School Facilities -The Federation shall have the right to use school buildings, facilities and equipment, pursuant to existing practices and policies, provided that such use shall not interfere with the regular school program and provided that when any meeting is held in the evening and special custodial service is required, the Board may make a reasonable charge therefor. No charge shall be made for use of school rooms before the commencement of the school day, nor until 4:30 P.M.
- O. Duly authorized representatives of the Federation shall be permitted to transact official organization business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations, and subject to the approval of the principal; however, the principal shall not withhold his approval unreasonably.
- P. Release Time - When it is necessary for the President of the Federation or a designee to engage in Federation activities directly relating to the Federation's duties as representative of the teachers which cannot be performed other than during school hours, upon the approval of the Superintendent or a designated representative upon reasonable notice, the Federation representative shall be given such time, without loss of pay, as is necessary to perform any such activities. The President of the Federation or a representative shall be allowed to visit schools to investigate working conditions, teacher complaints, problems, or for other purposes relating to Federation affairs. Upon the arrival of the President or a representative at any school, the principal, or if absent, the principal's representative, shall confer with the President in

1 order to facilitate the purpose of the visit. Building Administrators  
2 shall not be required to meet with any representative or agent of  
3 the Federation who is not a member of the negotiating unit or  
4 employed by the Federation. Whenever possible the President  
5 shall give advance notice of the visit and, upon arrival, report  
6 his/her presence to the office. The Federation and its officers  
7 recognize and agree that this privilege should not be abused.

8 Q. Convention Attendance - The Board shall grant annually  
9 to the Federation a total of fifty (50) teacher days with pay to  
10 be distributed to delegates and/or alternates for attendance  
11 at conventions of the Federation's state affiliate. If additional  
12 days are required, various delegates and/or alternates to these  
13 conventions may use personal days.

14 R. The President of the Federation or his designee shall  
15 have input into the development and implementation of any  
16 plan to comply with court ordered desegregation/ integration.  
17 Consistent with this commitment, the President of the Federation  
18 shall meet on a regular basis with the Superintendent of Schools  
19 to be informed and to offer recommendations regarding the  
20 development and implementation of desegregation/integration  
21 plans.

## 22 **ARTICLE VII**

### 23 Access to Information

24  
25  
26 A. The Board shall make available to the Federation upon  
27 request, any and all information, statistics and records relevant  
28 to negotiations, or necessary for the proper administration or  
29 enforcement of this Contract.

30 B. Whenever the Board is developing a proposed School  
31 Budget, it will give notice to the Federation and will give the  
32 Federation the opportunity to meet with either the Board or  
33 such other representatives as the Board may elect/select to  
34 discuss the proposed budget as it pertains to the provisions of  
35 this Contract.

36 C. All funds, federal, state or local, above and beyond the  
37 funds anticipated at the time the budget is approved and which  
38 become available for operation and maintenance purposes and  
39 which are not specifically assigned or limited by the source,  
40 shall be itemized by specific source and amount. Such itemized  
41 list shall be delivered to the President of the Federation as  
42 soon as available. Upon request, the Board shall confer with  
43 the Federation concerning the anticipated use of such funds.  
44 However, any monies received by the Board from local, state  
45 or federal sources as a result of legislation which requires the

money to be used to increase teacher salaries and benefits shall be used, to the extent so required, to increase such salaries and/or benefits over and above those established in this Agreement and the specific manner of application of such monies shall be negotiated with the Federation.

D. The Federation shall be notified of any anticipated federal and state programs, and the Board shall negotiate with the Federation concerning the effect of such programs on teaching conditions and shall otherwise confer regarding such programs.

## ARTICLE VIII Teaching Schedules

A.(1) The hours of service for teachers shall not exceed (6) hours and fifty (50) minutes for each school day beginning no earlier than 7:50 a.m. and ending no later than 3:40 p.m. **Effective September 1, 2017 the hours of service for teachers shall not exceed seven (7) hours and fifteen (15) minutes. The twenty-five (25) additional minutes will be added at the end of the day. The starting time shall begin no earlier than 7:50 a.m. and end no later than 4:05 p.m.** Changes from the previous year in starting and ending times at a particular school shall be made by the principal of each school in conjunction with the Federation Building Committee, subject to the approval of the Associate Superintendent of Instructional Services and the Federation. **School Start and End Times: For the 2018-2019 school year (July 1, 2018 to June 30, 2019) only, the District may change the starting and ending time at schools to accommodate saving on bus routes under the following conditions.**

- (a) Teachers will be notified in writing of any such change on or before January 1, 2018.
  - (b) Upon notification of said changes, teachers at the affected schools will be placed at the top of the transfer list for the upcoming school year based on their seniority.
  - (c) Unless agreed to by the faculty of the affected schools, no other changes within the starting and ending times will occur.
  - (d) Starting and/or ending time changes will be no more than one (1) hour.
  - (e) The starting time shall begin no earlier than 7:50 a.m. and end no later than 4:05 p.m.
- (2) There shall be no increase in noon-time assignments unless such assignment is used to replace the sixth duty of a

1 secondary or special area subject teacher. These assignments  
2 will be filled on a voluntary basis. In those circumstances where  
3 volunteers do not come forward the noon-time assignments  
4 will be filled on no more than a yearly rotating basis. Where  
5 available, aides will continue to be used for noon-time  
6 assignments. In any event, there shall be no infringement on  
7 the one-half hour duty-free lunch period. In those schools not  
8 affected by the Federal Court-ordered Desegregation Program,  
9 present lunch periods in excess of one-half hour shall continue  
10 unless modified by agreement of the Federation Building  
11 Committee and principal subject to the approval of the Associate  
12 Superintendent of Instructional Services and the Federation.

13 (3) The Commissioner of Education's regulations, as they  
14 pertain to the length of sessions for pupils, shall be complied  
15 with within the hours of service for teachers identified herein  
16 above.

#### 17 B. School Year

18 (1) The teachers' school year shall consist of a maximum  
19 of 42 consecutive calendar weeks commencing no earlier  
20 than Labor Day with a maximum of 186 days therein on which  
21 teacher attendance is required. **Effective July 1, 2017, teachers**  
22 **shall work a maximum of 188 days commencing no earlier**  
23 **than September 1st. Two of the 188 days shall be used for**  
24 **professional development prior to the opening or at the end**  
25 **of the school year. One of the 188 days immediately prior to**  
26 **the opening of school will be duty free for teachers to set**  
27 **up their classrooms.** New personnel may be required to attend  
28 additional orientation sessions. If the Federation so desires one  
29 of such days shall be a professional Conference day (the date  
30 to be mutually agreed upon) devoted exclusively to matters  
31 relating to professional growth and problems in education; such  
32 conference to be conducted by the Federation. Effective, July 1,  
33 2002, the BTF will relinquish said conference day.

34 (2) Teachers requested to return to school beyond the 42nd  
35 week as defined above, for services related to the regular school  
36 program shall be paid for each working day of four or more  
37 clock hours at 1/200th of their annual salary; those teachers  
38 who work less than four clock hours per day shall be paid at  
39 the prevailing hourly rate. However, teachers may be required  
40 to return to complete their customary duties and records.

41 (3) Make-up days shall be scheduled only when school  
42 closings bring the number of days of instruction (held and  
43 scheduled) below the minimum number of days required for  
44 the District to receive full state aid.

45 (4) When make-up days are to be scheduled or when a

holiday is to be rescheduled, it shall be done on not less than 30 days' notice in advance of the day to be scheduled or, if on less than such notice, the District and the Federation shall agree on the day to be scheduled.

C. School Calendar - The Federation shall be furnished a proposed school calendar at least two (2) weeks in advance of the adoption of the calendar by the Board. At least one (1) week in advance of adoption of the calendar, representatives of the Federation shall meet with the Associate Superintendent for Finance and Research to discuss Federation recommendations for the calendar.

## ARTICLE IX

### Class Size

**A. Class Size Overage: Students that are registered but have yet to attend will not be counted in a teacher's overage claim prior to BEDS day. After BEDS day, any student that appears on the teacher's class list (registered) will count towards the teacher's overage claim.**

**Once a student is removed from the class list and no longer registered for the class, they will not count towards a teacher's overage claim.**

B. Regular class sizes shall not exceed the maximum overload except in emergency situations and such situations shall be discussed with the appropriate Building Committee.

C. The maximum listed in D below may be exceeded only when limitations of space preclude the assignment of additional teachers to reduce class size below the maximum as listed below.

D. Class Size (See Appendix F and G)

Elementary	Standard Class Size	Maximum
Kindergarten	25	30
Primary Grades	27	30
Fourth - Sixth Grades	27	32
Mentally Retarded (Educable)	15	15

Effective 1971-72, the maximum class sizes applicable to the elementary school grades shall apply to all CPE classes.



		Standard	
	Secondary Classes	Class Size	Maximum
3	a. Honors and Regents English	125	135
4	b. Honors and Regents — Other	135	150
5	c. Basic English	100	120
6	d. Basic — Others	125	135
7	e. Classes for the Mentally Retarded	18	18
8	f. Vocational Trades	20	24
9	g. Industrial Arts	20	24
10	h. Home Economics — Food, Clothing	20	22
11	i. Home Economics — Others	25	30
12	j. Typing	30	35
13	k. Drafting	25	30
14	l. Music — Theory Classes Only	25	35
15	m. Art	25	30
16	n. Physical Education	40	
17	o. Swimming Classes		35

#### 19 Special Education Classes

20 Concerning Special Education classes, the District will  
 21 comply with the applicable regulations of the Commissioner  
 22 of Education. The district will continue its efforts to provide the  
 23 best possible educational experience for students who have  
 24 been identified by the Committee on Special Education with an  
 25 Individual Education Plan and are being provided with special  
 26 education services. Specifically, when such children are being  
 27 included in a classroom with other students, the District will  
 28 endeavor to reduce class size and provide additional resources  
 29 in the classroom.

30 A joint committee composed of an equal number of District  
 31 and BTF representatives will meet to develop recommendations  
 32 which will be forwarded to the Board of Education and the  
 33 BTF for their respective approval and implementation. Said  
 34 committee will make recommendations relating, but not limited,  
 35 to:

- 36 (1) The reduction of student-teacher ratios when students  
 37 with disabilities are assigned to classes with students  
 38 without disabilities.
- 39 (2) The provision of adequate released time so that  
 40 special education and non-special education teachers  
 41 can confer.
- 42 (3) The provision of additional services to support the  
 43 student(s) with disabilities who have been so assigned.  
 44 Said committee shall make its recommendations no  
 45 later than February 1, 2001 for implementation in the

2001-2002 school year.

## ARTICLE X

### Teaching Load and Assignments

A. The weekly teaching load in grades seven through twelve shall be twenty-five (25) teaching periods of no more than forty-five (45) minutes in the regular schedule. In addition, there shall be at least five (5) unassigned preparation periods (at least one per school day). In the vocational, technical, and comprehensive high schools, each academic teacher shall be assigned no more than five (5) forty-five (45) minute teaching periods per day. **Where scheduling permits in those vocational and technical schools/programs having an eight (8), or more, period day, vocational/technical teachers shall have one (1) unassigned maintenance period per day with no students assigned.** Of the remaining three periods, no more than two (2) may be assigned to non-teaching activities. The remaining period shall be an unassigned preparation period. Teachers of vocational and technical subjects shall be assured one (1) unassigned preparation period per day. The daily teaching load for special area subject teachers of art, music, foreign language, and physical education whose assignment includes contact with elementary pupils shall not exceed more than two hundred forty (240) minutes per day. Each such teacher shall have one (1) unassigned preparation period per day. Exceptions may be agreed upon by the Federation Building Committee and the principal.

B. By May 1, teachers may indicate a preference in their teaching assignment. Teachers shall be notified of their planned assignment by July 1. The assignment will be subject to change because of unforeseen changes such as enrollment, staff, or program.

Whenever an assignment shift within a school is contemplated, the principal is required to notify all teachers with the appropriate certification at least two weeks in advance of the final decision. Teachers should be invited to submit formal requests for reassignment. The principal is required to provide an explanation to any teacher whose request is denied or who is shifted against his/her will if the Federation so requests within ten (10) school days of the denial. The principal's decision, however, shall be final.

C. Travel time of teachers of the homebound shall be considered as part of such teacher's teaching day, except that travel from and to the teacher's home shall not be so considered.

1 D. Whenever possible, caseloads for counselors shall be  
2 limited to a 1 to 250 ratio. For the purpose of computing such  
3 ratio, only those counselors who are working directly with the  
4 children on a full-time basis may be used. Counselors shall  
5 not be required to act as Assistant Principals or Department  
6 Chairpersons or to perform non-counseling duties. The Board  
7 and the Federation shall jointly study the feasibility of an eleven  
8 (11) month schedule for guidance counselors.

9 E. Teachers' assignment outside the scope of their teaching  
10 certificate or their major field of study shall be voluntary.

11 F. Split classes shall be eliminated whenever possible.

12 G. Every effort shall be made to limit to two (2) the number  
13 of different lesson preparations in the secondary schools.

14 H. Inequities in assignments shall be proper subjects of  
15 grievance.

16 I. A master schedule for each school shall be posted on the  
17 teachers' bulletin board or shall otherwise be made available  
18 to all teachers.

19 J. Special Area Subjects in Elementary Schools:

20 Each class in K-3 will be provided with one period per  
21 week of art, one period per week of music, and one period  
22 per week of physical education. These classes will be  
23 taught either by a specialist in each subject area or by  
24 the classroom teacher. Each class in grades 4-6 shall be  
25 provided with a total of five periods per week of art, music,  
26 and physical education periods to be taught by a specialist  
27 in each subject area. Nothing in this Section shall preclude  
28 the District from implementing a six-day rotation schedule,  
29 provided there is no reduction in instruction in these subjects  
30 and/or loss of teaching positions in these areas as a direct result  
31 of the implementation of the six-day schedule.

32 The District will enter a separate memorandum of agreement  
33 incorporating the August 23, 2000 Board of Education resolution  
34 regarding the phase in of art, music, and physical education in  
35 the primary grades, beginning with the 2001-2002 school year.  
36 The memorandum will include a sunset provision corresponding  
37 to the last day of the parties' negotiated agreement.

38 K. The number of schools to which any teacher is assigned  
39 shall be kept to a minimum. Duplication of service in the same  
40 school by different teachers shall be avoided.

41 L. All elementary school teachers, including specialists  
42 and itinerant teachers, shall be provided with a minimum of a  
43 30-minute preparation period on each day, or a longer period  
44 if mutually satisfactory when their pupils are in attendance for  
45 a full day.

Preparation periods shall not occur before the arrival or after the dismissal of pupils according to the normal schedule for pupils in each school.	1 2 3
M. Unassigned Pre-kindergarten through sixth grade teachers and unassigned seventh and eighth grade teachers in the elementary schools may leave the building without requesting permission during their scheduled lunch periods. Notification of such absence will be given at a convenient place and there shall be no interruption of teaching service. Other teachers may leave the building during a non-teaching period for necessary pressing business with the approval of the principal. Such approval shall not be withheld without just cause.	4 5 6 7 8 9 10 11 12
N. It is recognized that the time of teachers should be utilized for professional teaching activity and that non-teaching duties shall be eliminated whenever possible. Toward this end, it is agreed that a joint Administration Federation committee shall be established to study this matter, including the degree to which the following activities are presently performed by teachers and which of these activities can be eliminated as responsibilities of the teacher by the end of the school year.	13 14 15 16 17 18 19 20
(1) Collection of money;	21
(2) Recording, transferring or transmitting information which does not have a direct bearing on the learning experience of the child, such as:	22 23 24
(a) grading and recording the results of school-wide testing programs;	25 26
(b) making routine entries such as marks and attendance data on Pupil Permanent Record Cards;	27 28
(c) issuing and inventorying textbooks and supplies.	29
(d) supervision of hallways, restrooms, lunchrooms and children while they are waiting for their bus.	30 31
O. Effective July 1, 2000, pupils shall be released as follows for professional staff development during the school year:	32 33
(1)Elementary schools shall receive a minimum of four half-day releases to provide for professional staff development.	34 35 36
(2)High schools shall receive a minimum of six 1.5-hour early releases or delayed openings to provide for professional staff development.	37 38 39
Such time shall be used for faculty meetings, in-service training and other programs for professional improvement, as jointly planned by the principal, faculty and the Federation Building Committee for each school.	40 41 42 43
P. Teachers shall only be required to maintain one attendance form, as per present practice.	44 45

1 Q. Requests for services from special teachers and pupil  
2 personnel staff shall be given prompt and appropriate action.

3 R. Part-time positions shall be eliminated whenever possible.

4 S. Assignments in addition to the actual teaching of subject  
5 matter, (e.g. homeroom and study halls) will be filled, when  
6 possible, on a voluntary basis. In those circumstances where  
7 volunteers do not come forward, assignments will be filled on  
8 a yearly rotating basis. The District will make every effort to  
9 honor the request of a teacher who prefers to keep the same  
10 assignment on an annual basis.

## 11 **ARTICLE XI**

### 12 Teaching Conditions

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15 A. Teachers shall have safe and healthful conditions under  
16 which to carry out their professional duties.

17 B. (1) The Board shall provide:

18 (a) A separate desk with lockable drawer space for  
19 every teacher in the system. Itinerant and floating  
20 teachers shall be provided comparable lockable  
21 space.

22 (b) Suitable closet space for each teacher to store  
23 coats, boots and personal items.

24 (c) Adequate chalkboard and bulletin board space  
25 in every classroom

26 (d) Copies, exclusively for each teacher's use, of all  
27 text and, where available, teacher's editions and  
28 manuals, used in each of the courses taught.

29 (e) A dictionary appropriate to classroom needs in  
30 each classroom in grades 6 through 12.

31 (f) Adequate attendance books, paper, pencils,  
32 pens, chalk, erasers and other subject material  
33 required in daily teaching responsibilities.

34 (g) Adequate storage space in each classroom for  
35 instructional materials where space permits.

36 (h) All itinerant and floating teachers shall have  
37 available in the school buildings they service  
38 the general supplies appropriate to their  
39 function.

40 (2) Copy machines, devices for producing masters and  
41 other office machines commonly used by teachers  
42 shall be made available for their use.

43 There shall be at least one (1) copy machine per building for  
44 up to twenty-five (25) full-time teachers or their equivalent. At  
45 least two (2) copy machines shall be provided in the event that

there are more than twenty-five (25) full-time teachers or their equivalent in the building. Should there be more than fifty (50) full-time teachers or their equivalent in the building, a third copy machine shall be provided and one (1) of three (3) machines will be a high volume machine. 1

(3) When assigning school space, the Board of Education will give due consideration to the needs of teachers for adequate classroom space and facilities in order to carry out their professional responsibilities. 2  
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C. The Board and the Federation mutually recognize the importance of continuous use of adequate teaching reference material in maintaining a high level of professional performance. In furtherance of that recognition, the Board shall provide a teacher reference library in each school in the system and include therein, within a reasonable period of time, all texts which are reasonably requested by the teachers of that school. 10  
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D. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, shop equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar supplies and equipment are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools, and the Board undertakes promptly to implement all joint decisions thereon made by its representatives and the Federation. Copies of requisitions which originate in a school shall be made available for inspection by the Building Committee. 17  
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E. The Board agrees at all times to keep the school reasonably equipped and maintained. 29  
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F. Custodial and similar supportive personnel shall not interfere with the performance of the teachers' duties. 31  
32

G. Supplies and Petty Cash Fund 33

(1) The Board of Education will spend \$1,250,000 for instructional supplies and materials. Effective July 1, 2001, the board will spend \$1,750,000 for instructional supplies and materials. 34  
35  
36  
37

(2) Of the amount allocated for this purpose, the Board will make available to each school \$5.00 per pupil, to be used for the incidental purchase of instructional supplies and materials. **The amount per pupil shall be increased to \$6.00 effective July 1, 2016 and to \$8.00 effective July 1, 2017.** Under this arrangement, teachers may purchase incidental supplies and submit a voucher for reimbursement, as approved by the principal. 38  
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1 (3) From the amount allocated in paragraph G. (1), teachers  
2 of Art, Music, Physical Education, Special Education,  
3 Science Labs, Technology, and Home Economics/Home  
4 and Career Skills shall have available to them, through a  
5 separate budget allocation, funds with which to order  
6 supplies appropriate to their program.

7 (4) Supply orders shall be forwarded to the appropriate  
8 departments by the Building Principal by June 1st.  
9 Thereafter, the Board shall make every effort to assure  
10 that the supplies are at the schools by the opening day.

11 H. The Board hereby commits itself to a program assuring  
12 that there be available in each school:

13 (1) At least one (1) room, appropriately furnished and  
14 ventilated, which shall be reserved for use as a faculty  
15 lounge. Schools that have over fifty teachers shall have  
16 at least two (2) lounges for the exclusive use of the  
17 teachers, and

18 (2) "Men's" and "Ladies" restroom facilities available for the  
19 exclusive use of the faculty on each floor of each building  
20 where more than three (3) classes are held. The preceding  
21 sentence shall apply only i) to buildings erected after  
22 January 1, 1981 and ii) to floors of other buildings where  
23 such facilities actually were reserved for the use of the  
24 faculty as of January 1, 1981 so long as there continues  
25 to be more than three classes on that floor.

26 I. Upon request of the teachers, the Federation Building  
27 Committee may arrange for the installation of vending  
28 machines for staff use only. The installation, operation, control  
29 and maintenance of the machine shall be the responsibility  
30 of the teachers in that building subject to reasonable safety  
31 precautions. All proceeds from these machines shall be used  
32 in such manner as the teachers in that building shall determine.

33 J. Outside telephones shall be made available to the  
34 teachers free of charge for official business. When teachers wish  
35 to discuss private or confidential matters concerned with their  
36 official teaching duties, the principal shall provide a telephone,  
37 the location of which ensures privacy of conversation.

38 K. Where space is available, free, adequate, off-street  
39 parking facilities shall be made available by the Board to  
40 teachers and other Board personnel for their exclusive use.  
41 The cost of maintenance and snow removal shall be borne by  
42 the Board.

43 Board parking spaces shall not be reserved or marked  
44 "reserved" for other than the Building Principal and, if desired,  
45 for a faculty courier. Reserved spaces shall be limited to two

(2) per building. All other parking spaces shall be filled on the basis of earliest arrival. 1  
 School parking facilities shall be for the use of the building staff. Accordingly, the Board shall post appropriate notices to this effect. 2  
 L. Classroom interruptions shall be permitted only in case of urgency. Persons other than Board of Education personnel shall be allowed to enter classrooms only with prior consultation with the classroom teacher. 3  
 M. Assembly programs shall be held to a minimum and held only for meaningful special purposes and shall be conducted strictly on a voluntary basis. Since these programs are an outgrowth of classroom activities, teachers shall be encouraged to participate in at least one program a year. 4  
 N. No teacher shall be required to transport a pupil in a personal automobile, provided that when a teacher is requested and agrees to transport a pupil, the Board will assume all liability in connection therewith. 5  
 O. Teachers shall be informed whenever feasible of a student's psychological, emotional, medical conditions and other information including legal guardianship which might affect the student's achievement or behavior or the safety of that student or others. 6  
 P. Teachers shall not be required to make two different sets of lesson plans for the same preparation to be submitted regularly to members of the administration. 7

## ARTICLE XII

### Employment and Termination of Personnel

A. For regular full-time academic classes as defined in the Commissioner's regulations, and in the absence of appropriate eligible lists, the Board agrees to appoint only temporary teachers who have received at least a Bachelor's Degree, except in extreme emergencies. During the life of this contract all classes will be taught by certified teachers where available. 8  
 All newly appointed teachers will be required to attend two (2) days of orientation prior to the commencement of classes. Teachers will be given ten (10) days' notice of the scheduled orientation days. The orientation sessions will be held between the hours of 8:30 a.m. and 2:30 p.m. with a one (1) hour lunch break and shall be completed prior to the Wednesday before the opening of school. Newly appointed teachers will not receive additional compensation for attendance at orientation. Teachers who have previously worked for the District for a 9



1 minimum of one (1) year (160 days) as contract, probationary  
2 or temporary teachers, and who are asked and who agree to  
3 attend orientation, shall be paid at the contract rate.

4 B. The Board will hire as substitute teachers only those who  
5 hold a college degree or trade certification, provided, however,  
6 that if no teacher so qualified is available, the Board will hire  
7 the best qualified applicant available to serve as a substitute  
8 teacher.

9 C. The Board will enforce the Commissioner's regulations  
10 which require that non-certified personnel shall successfully  
11 complete not less than six (6) semester hours of approved and  
12 appropriate course work each year in order to be eligible for  
13 continued employment.

14 D. In accordance with law and in the absence of candidates  
15 available from eligible lists temporary teachers of experience  
16 and satisfactory service shall be given preference over other  
17 temporary teachers for employment in subsequent school years.

18 E. The District and the BTF shall co-operate in seeking  
19 the approval necessary to establish and implement the  
20 Replacement Teacher Pool in conformity with New York State  
21 Education Law, as applicable. The purpose of the Replacement  
22 Teacher Pool is to provide a method by which probationary  
23 appointments of temporary teachers serving in encumbered  
24 positions may be made if the encumbered position is that of a  
25 regular teacher on leave of absence without pay.

26 F. Whenever any vacancy shall occur in a school in any  
27 extra-curricular activity for which there is compensation, the  
28 principal shall publicize the same by giving written notice of  
29 such vacancy to the Federation Building Committee and by  
30 providing appropriate posting on the Teachers' bulletin boards  
31 for a minimum period of ten (10) school days.

32 G. Summer school, Evening school, Recreational and Part-  
33 time Programs - The following policy applies to the employment  
34 of teachers in summer school, evening school, recreational and  
35 part-time programs

- 36 (1) Priority in summer employment shall be based upon  
37 previous number of years of summer employment and  
38 present employment in the Buffalo Public School System.
- 39 (2) Present satisfactory teachers in evening school,  
40 recreational and part-time programs who teach in the  
41 Buffalo Public Schools regularly shall continue to be hired  
42 as long as they desire the position, if the vacancy exists.
- 43 (3) Vacancies
  - 44 (a) For filling vacancies, priority in employment shall be  
45 given to qualified teachers in accordance with the

above and in the following order:	1
1. Contract	2
2. Probationary	3
3. Temporary	4
4. Others	5
(b) For new vacancies in a summer program mutually agreed to have been developed for pupils enrolled in a particular school, priority in employment for new vacancies shall be given to qualified teachers in the school where the program is held in the order described in Section G (3)(a) of this Article.	6 7 8 9 10 11
(c) Priority in employment in after-school programs for regular day school pupils shall be given to qualified teachers employed in the school where the vacancy occurs and then advertised district-wide. The order of priority shall be contract teachers, probationary teachers, and temporary teachers. To be considered, a candidate must be able to be present at the scheduled starting time for the program.	12 13 14 15 16 17 18 19
(4) Curriculum and Textbook Committees: priority in employment shall be given to teachers who spend a majority of their time teaching the course for which the curriculum is being designed. Priority in filling positions shall be given to qualified teachers presently employed in the Buffalo Public Schools in the following order:	20 21 22 23 24 25
1. Contract	26
2. Probationary	27
3. Temporary	28
4. Others	29
(5) Positions in the summer school, evening school, recreational and part-time programs, except as indicated above, will be advertised throughout the school system and properly posted in each building.	30 31 32 33
(6) Administrative personnel shall not be eligible for part-time paid assignments normally held by teachers except as provided in Section G (3)(a), of this Article.	34 35 36
H. School 46 Adult Education Evening Program	37
(1) All teachers presently employed in the School 46 Adult Education evening program shall continue to be employed according to Article XII (G)(2).	38 39 40
(2) Should a reduction-in-force occur, those teachers with the least seniority in the School 46 Adult Education evening program shall be excessed. Should two (2) or more teachers have the same seniority in the School 46 Adult Education evening program, those teachers shall	41 42 43 44 45

1 be exceeded on the basis of system-wide seniority.

- 2 (3) Teachers employed in the regular School 46 Adult  
3 Education evening program shall be given preference for  
4 available summer School 46 Adult Education evening  
5 program positions according to Article XII (G)(2) and  
6 on the basis of their seniority in the Summer School 46  
7 Adult Education evening program, should they so desire  
8 said positions. Teachers with the same summer School 46  
9 Adult Education evening program seniority or no such  
10 program seniority shall be hired on the basis of system  
11 wide seniority. Teachers in summer School 46 Adult  
12 Education evening program accumulate seniority only for  
13 the summer programs.
- 14 (4) Teachers employed in the School 46 Adult Education  
15 evening program during the regular school year shall  
16 continue employment in the Program regardless of  
17 summer employment status as long as positions exist.
- 18 (5) Should additional positions become available in the  
19 School 46 Adult Education evening program they will  
20 be given to those teachers previously exceeded on the  
21 basis of their seniority in the School 46 Adult Education  
22 evening program. Said positions shall be filled on the  
23 basis of system-wide seniority for those teachers  
24 possessing the same School 46 Adult Education evening  
25 seniority. Refusal by an exceeded teacher of a School 46  
26 Adult Education evening position during the regular school  
27 year only, shall remove that teacher's name from the  
28 existing list.
- 29 (6) When the list of exceeded teachers is reduced in number  
30 to two (2), the Board will be required to annually advertise  
31 and accept applications for new positions. Applicants  
32 will be hired for those positions on the basis of seniority in  
33 the School 46 Adult Education evening program or on  
34 the basis of system-wide seniority should School 46 Adult  
35 Education evening seniority be equal or nonexistent.

36 For the purpose of administering Article XII H, seniority  
37 shall mean overall seniority in the School 46 Adult  
38 Education evening program (regardless of voluntary or  
39 involuntary breaks in service).

40 I. Adult Day Program

- 41 (1) Should there be a reduction in the amount of time  
42 allotted to this program, the work schedule of the teacher  
43 with the least service shall be reduced. For the purpose  
44 of this provision, service is defined as a teacher's length  
45 of continuous employment as a teacher in an Adult

Education Day Program of the Buffalo Public Schools.	1
(2) When a substitute is needed to replace an absent teacher, teachers in the Adult Day Program will be given preference for the assignment. If no one is available, from the Adult Day Program, the District-wide substitute teacher list will be utilized.	2 3 4 5 6
Service as a substitute under this provision shall be paid at the same hourly rate as the teacher normally receives.	7 8 9
(3) Each May, the District shall canvass the Adult Education Day Program teachers to determine their availability for programs offered in July and August. Teachers shall be employed in order of declining Adult Education Day service. If additional teachers are needed, they shall be hired from applicants for summer employment as per Article XII G1.	10 11 12 13 14 15 16
J. Under the provisions of the New York Education Law, Sec. 3019a, any regularly assigned teacher who desires to terminate employment shall file a written notice of termination with the Superintendent at least thirty (30) days prior to the date of such termination of services.	17 18 19 20 21
K. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth; provided, however, that in the case of such action against a non-tenure teacher which is based upon the results of a regular evaluation, the provisions of Article XIII shall apply. Tenured teachers shall have the option of either pursuing arbitration in the event of dismissal or applying the provisions of the appropriate sections of the New York State Education Law.	22 23 24 25 26 27 28 29 30 31 32
Should a temporary teacher be terminated involuntarily for reasons other than evaluation prior to the end of the school year, or should a probationary teacher be terminated involuntarily for reasons other than evaluation before attaining tenure status, the teacher shall be advised upon request of the reason for termination and shall suffer no loss in the regular pay and benefits for a period of at least thirty (30) days following notice of termination. If the final determination is in the teacher's favor, full restitution of position, pay and benefits shall be received. Sixty (60) days' notice shall be required for termination of a teacher at the end of the probationary period.	33 34 35 36 37 38 39 40 41 42 43
In any case, when the Board of Education notifies a teacher in writing of pending termination, a copy of such	44 45

1 notification shall be forwarded to the Federation.

2 L. Department Chairpersons - When in its sole discretion  
3 the Board determines that there shall be Departmental  
4 Chairpersons, they shall be selected in the following manner:  
5 By May 1 the members of a Department shall submit to the  
6 principal the names of two teachers in the Department. As  
7 soon thereafter as possible, but not later than June 1, the  
8 Principal shall select for recommendation to the Superintendent  
9 a Department Chairperson from the two names submitted  
10 unless it is the principal's opinion there is another teacher  
11 in the Department or elsewhere in the school system more  
12 qualified for the position. In the event the Principal selects a  
13 teacher in the Department other than one of those submitted  
14 by the Department, the members of the Department shall be  
15 entitled upon their request to a meeting with the Superintendent  
16 to discuss the Principal's selection. The Superintendent shall  
17 then make the final recommendation. In the event the Principal  
18 selects a teacher from another school, the Principal will meet  
19 with the members of the Department upon their request to  
20 discuss the selection.

21 M. By May 1, teachers may submit names to the appropriate  
22 Administrator for consideration in selecting teachers who  
23 assume the role of helping teachers.

24 N. When an employee is absent without leave and without a  
25 satisfactory explanation therefor for a period of ten (10) working  
26 days, such absence shall be deemed to constitute a resignation  
27 effective on the date of the commencement of such absence.

28 O. Resignations and leaves of absence shall be effective  
29 for pay purposes only, at the end of a school day, except  
30 when such resignations or leaves of absence shall be effective  
31 upon the expiration of sick time allowance.

32 P. When the Board receives written notice that a teaching  
33 position will be vacant until the end of a semester or the end of a  
34 school year due to the absence of a regular teacher, temporary  
35 teacher will be appointed to fill that position. When the regular  
36 teacher who gives such notice is absent on paid sick leave, he  
37 shall be guaranteed return to his former position if it has not  
38 been abolished and provided that, if a reduction of staff has  
39 occurred, the teacher has sufficient seniority to have entitled  
40 him to retain that position.

41 Q. A committee composed of six (6) members, three (3) of  
42 whom shall be teachers selected by the Federation and three  
43 (3) of whom shall be appointed by the Superintendent, is hereby  
44 established to consider a program whereby teachers may be  
45 able to share a single position. Said committee shall make its

recommendations, if any, to the Board of Education prior to February 1, 2002.

### **ARTICLE XIII**

#### Teacher Evaluation

A. The evaluation of the work of all teachers is the responsibility of the Board; but the development of an appropriate and fair instrument and procedure for evaluation is a proper concern of the teaching staff. To this end, such development shall be referred to the Professional Council as provided in Article XX.

B. At the conclusion of each evaluating session, the evaluator should discuss the results of the evaluation with the teacher and shall counsel in private discussion with the teacher regarding possible areas needing improvement. Such discussion should take place within one week of the evaluation at a time mutually agreed to by both parties and jointly signed attesting that the above was done.

C. Although teacher evaluation is not subject to the grievance procedure, a teacher may have an evaluation reviewed at a meeting with the Associate Superintendent for Instructional Services and/or the Superintendent of Schools. If the teacher requests, a teacher representative designated by the Federation may accompany the teacher at such meeting.

D. Teachers shall have the right, upon request, to review the contents of their official personnel file, except confidential information supplied at the request of the Administration for the purpose of obtaining employment or promotion.

A representative of the Federation may, at the teacher's request, accompany the teacher in such a review. Teachers have the right to have included in their official personnel file their letter answering an adverse evaluation.

E. All monitoring or observing of the work or performance of a teacher shall be conducted openly and with the full knowledge of the teacher. No teacher shall receive adverse comments from any observer in the presence of pupils or any other staff member.

F. Only qualified members of the certified staff shall be used to evaluate teachers. Teachers represented by the Federation shall not evaluate other members of the bargaining unit. Each time a teacher is evaluated, a signed copy of the standard evaluation documents will be given to the teacher.

G. Teacher participation in extra-curricular activities shall be voluntary, and non-participation in such activities shall not be a valid consideration for evaluating teacher classroom

1 performance.

2 H. If a teacher is reprimanded or warned by a supervisor  
3 for any infraction of rules or delinquency in professional  
4 performance, such teacher shall have the right to discuss  
5 the matter further with the supervisor, and if such teacher  
6 determines it necessary, a representative of the Federation  
7 may be present at such discussion.

8  
9 **ARTICLE XIV**  
10 **Teacher Transfers**

11  
12 A. A teacher may request transfer to another school  
13 by submitting a written request directly to the Associate  
14 Superintendent for Instructional Services. In evaluating such  
15 request, it will be necessary to consider:

- 16 (1) That a balanced staff be maintained at each school;  
17 (2) That the probationary teachers be expected to complete  
18 the probationary period in the school originally assigned,  
19 except where conditions seem to indicate that a transfer  
20 is desirable;  
21 (3) That the wishes of the individual teacher be honored  
22 whenever possible.

23 B. A teacher may apply for transfer to become effective at  
24 the beginning of the next school year giving reasons therefor.  
25 Such application shall be made by March 23. If so desired,  
26 such request will be held in confidence and the principal of  
27 the teacher making such application will not be notified of the  
28 request.

29 C. In unusual circumstances, a teacher may apply for  
30 transfer to become effective during the school year in which  
31 the application is made, giving reasons therefor. If the teacher  
32 desires, such request and the reasons therefor shall be kept  
33 confidential.

34 D. Requests for transfer based on hardship will be evaluated  
35 and acted upon in accordance with the merits of each case, and  
36 shall be exempt from any restrictions contained in this Article.

37 E. If the request for transfer is approved, the teacher's  
38 name shall be placed on a transfer list, which shall be kept  
39 confidential, and the teacher shall be advised by direct mail. In  
40 such cases, every reasonable effort shall be made to transfer  
41 the teacher as soon as possible in accordance with the teacher's  
42 wishes. In selecting teachers to be transferred, the following  
43 shall be considered in implementing the provisions of Paragraph  
44 A above:

- 45 (1) Length of teaching experience in the school system.

This factor shall be controlling where all other factors are substantially equal. 1

(2) Date of request for transfer. 2

F. If a teacher desires to know what vacancies exist or are known to be forthcoming, the teacher shall upon request be given such information by calling the appropriate Department Head. 3

G. It is desirable that transfers and changes in assignments be on a voluntary basis whenever possible. In making involuntary transfers and/or changes in assignments, the preference of the individual teachers shall be honored whenever feasible. When a transfer results from a school closing, teachers from the closed school will have: first, preference in order of their seniority to openings in their license area at the school being attended by students previously assigned to the closed school, and second, in order of their seniority for openings in their license area in other schools and teachers returning from leaves. When a transfer results from a reduction-in-force at a school which remains open, after canvassing for volunteers, teachers will be transferred involuntarily in order of least seniority and shall have preference in order of their seniority for openings in their license area in other schools. Except for transfers and/or changes in assignments to take effect in the first six weeks of school, notice of involuntary transfers and/or changes in assignments and the reasons therefor shall be given to the affected teacher as far in advance as practicable which shall be at least fifteen (15) days prior to the effective date of the transfer and/or change in assignment. With respect to involuntary transfers which take effect during the school year after the first two weeks of school, the teacher shall be allowed up to two days in which to make the move to the new building and to become acquainted with the new position. 4

If a position in a school is reinstated within six weeks after it was abolished, the teacher involuntarily transferred from that position shall have priority to fill it. 5

Contract and Probationary teachers who are involuntarily transferred as a result of a reduction-in-force which occurs after the first day of school and who are not returned to their school that year shall receive preference for the following school year's assignment by including them with those teachers who are being transferred as a result of a reduction-in-force at the end of the school year provided the teacher requests a transfer as per Article XIV A. & B. 6

Except in cases of school closings as set forth above, a Federation delegate, alternate, building committee member 7



1 or executive committee member shall not be involuntarily  
2 transferred unless there is a reduction-in-force at such teacher's  
3 school. In case of a reduction-in-force **during the school year**,  
4 the building committee members and up to two additional  
5 delegates (the two with the most seniority in District service)  
6 in office at the time the transfer is to take effect shall be the  
7 last persons considered for an involuntary transfer regardless  
8 of their seniority.

9 **For a reduction in force which is to be effective**  
10 **subsequent to the end of the school year but on or before**  
11 **the first day of the next school year, the Building Committee**  
12 **members including Delegate Chair and the other two**  
13 **delegates with the greatest seniority who served in that**  
14 **capacity prior to the BTF building election at the end of**  
15 **the school year, shall be the last persons considered for**  
16 **an involuntary transfer regardless of their seniority.**

17 **Voluntary and Involuntary transfers shall be maintained**  
18 **on a single transfer list. Transferred teachers will remain**  
19 **in place for a minimum of two (2) years unless parties**  
20 **otherwise agree.**

21 H. Staffing New Schools - New schools will be provided with  
22 an experienced cadre drawn from the personnel within the  
23 school system.

- 24 (1) Proper notice will be given to all professional staff members  
25 listing all available openings and necessary qualifications.
- 26 (2) Teachers previously indicating a desire for transfer from  
27 their present assignment and who are on the transfer list  
28 shall be given due consideration for assignment to the  
29 new buildings.
- 30 (3) Teachers considered for transfer to new schools will  
31 be contacted personally by a member of the Division of  
32 Instructional Services and given an opportunity to discuss  
33 the grade level and subject area of the new assignment.
- 34 (4) No applications for transfer to such schools shall be  
35 accepted until the principal has been named.

36 I. The Building Committee shall have the right, upon the  
37 request of any teacher, to consult with the principal concerning  
38 any aspect of teacher assignment to duty.

39 J. A teacher may withdraw an application for transfer or  
40 change in assignment and may refuse an offer of transfer or  
41 change in assignment within four (4) business days without  
42 prejudice to consideration for future transfer or change.

43 K. If an assignment or transfer is given a teacher, the  
44 teacher shall have the right, upon request, to discuss such  
45 transfer or assignment before it becomes final directly with the

immediate Director or Supervisor. If requested, the Associate Superintendent for Instructional Services shall attend such discussion.

L. If requested by the teacher, a representative of the Federation may be present at all meetings between teachers and members of the administration relative to transfers.

M. The BTF and the District strongly encourage, though do not mandate, that teachers notify the Board of Education in writing, on or before May 31, of their intention to retire before September 1 of the same year.

**In order to assist the District in filling vacancies in a timely manner with qualified individuals, teachers shall be required to provide sixty (60) calendar days' notice of retirement in order to receive a \$500 payment. Exceptions to this requirement must be agreed to by both the BTF and the Superintendent or his/her designee. If the parties are unable to agree to an exception, the first three steps of the grievance procedure may be utilized.**

## **ARTICLE XV**

### Teacher Promotions

A. Whenever any vacancy shall occur in any promotional position in the Buffalo Public Schools for which there is not a promotional list, the Board shall publicize the same by giving written notice of such vacancy to the Federation and by providing for appropriate posting in the Personnel Office and on Teacher Bulletin Boards in each school. This notice shall clearly set forth a description of the qualifications for the position, including duties, salary and the procedure for interview and otherwise assessing the merits of applicants. No vacancy shall be filled except on a temporary basis until such vacancy shall have been posted for at least ten (10) school days prior to the last day on which applications will be accepted. A "promotional position" is defined as any position providing a salary differential (except for teachers working pursuant to Article VIII B. (2)) or any position on the administrative and supervisory level. The provisions of this paragraph shall not apply to the positions of Superintendent, Associate Superintendent and Assistant Superintendent and to those situations in which positions are upgraded and the former position abolished.

B. Any qualified person may apply for such vacancy. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants. Other factors being equal, in the judgment of the Board, the

1 applicant with the greatest length of time in the Buffalo Public  
2 School System shall be selected for the position.

3 C. The Board agrees to notify all applicants for a promotional  
4 position of receipt of their application for said positions.

## 5 6 **ARTICLE XVI**

### 7 Protection of Teachers 8

9 A. Parent-Teacher conferences are desirable and encouraged.  
10 Parents desiring conferences with teachers shall make requests  
11 through the Building Administrator. Upon granting such request  
12 the administrator shall arrange that such conference shall be  
13 scheduled when the teacher is not supervising pupils. If this is  
14 not possible, appropriate relief shall be provided for the teacher.

15 Non-Board personnel shall not be authorized to enter a  
16 classroom unannounced during teaching periods or at other  
17 times when the teacher has responsibility for pupil supervision.

18 B. The Board hereby assures teachers that it shall put its  
19 full support behind the procedures and policies hereinafter  
20 recommended and adopted by the Board in matters of discipline.  
21 The Board and teachers recognize a mutual responsibility for  
22 the enforcement of such policies. It is recognized and agreed  
23 that there is a continuing need to review discipline policies  
24 and procedures, and to that end the parties agree to appoint  
25 a specific professional study committee to study such policies  
26 as provided in Article XX hereof.

27 C. Any case of assault on a teacher shall be promptly  
28 reported by the teacher to the principal who shall immediately  
29 notify the Division Head. All legal assistance shall be provided  
30 to the teacher through the office of the Corporation Counsel  
31 in connection with the handling of the incident with law  
32 enforcement and judicial authorities.

33 D. In case of an assault on a teacher, the Provisions of Article  
34 XVIII shall apply.

35 E. Any complaints by parents of a student that are directed  
36 toward a teacher which become a matter of record shall be  
37 promptly called to the teacher's attention.

38 F. No derogatory letters or reports shall be placed in  
39 a teachers file without the teacher's knowledge and an  
40 opportunity to make a written statement of defense to be  
41 attached to the derogatory statement.

42 G. Teachers shall receive instruction and directions only from  
43 professional supervisory personnel.  
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**ARTICLE XVII**

**Teacher Liability**

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If any teacher is sued as a result of any action taken by the teacher while acting in the discharge of duties within the scope of employment, the Board will on written request provide legal counsel through the office of the Corporation Counsel and render all necessary assistance to the teacher’s defense. The teacher shall notify the Superintendent of such action within ten (10) days after the teacher is served with such action. In the event action is submitted to the Board concerning a teacher, the teacher will be notified by the Superintendent’s office. Nothing herein contained shall restrict the right of a teacher to retain personal counsel in such matters, but in such event the Board shall not be obliged to pay the fee and expenses for outside counsel retained by the teacher.

**ARTICLE XVIII**

**Discipline Policy**

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A. The current Board of Education policy on pupil behavior, Student Code of Conduct and Procedure for Suspension of Pupils are adopted herein with the following understanding:

Under the Policy on Pupil Behavior as it relates to marked deviation from good behavior, the teacher involved shall be consulted by the principal before the principal takes action thereunder, and the principal shall inform the teacher of the action taken. If the teacher believes such action to be inappropriate, the matter may be referred for review through the first three steps of the grievance procedure.

B. Assault and Menace

Sole authority within a school to suspend pupils rests with the principal. Upon the menace or assault (as defined in the New York State Penal Law) of a teacher by a pupil, the teacher shall submit a sworn affidavit outlining the facts and circumstances to the Principal and to the Federation. Upon receipt of the affidavit, the principal shall immediately suspend the pupil and request a formal suspension. No such pupil shall be returned to the same classroom against the desire of the teacher if the charges which led to the suspension are upheld in the formal hearing.

C. The following is a statement of long established policy in the Buffalo Public Schools regarding the responsibility of the teacher and the administrator in dealing with the child who misbehaves. It is issued at this time so that members of the school staff, parents, and others may understand clearly the

1 procedures which are followed in upholding the excellent record  
2 of discipline in the schools.

3 (1) Each teacher is required to maintain appropriate pupil  
4 behavior in the classroom, so that the objectives of training  
5 for self-discipline and individual responsibility may be  
6 realized, and a favorable climate for learning may exist.  
7 To this end, the teacher knows the value of careful  
8 planning, good organization and thorough preparation for  
9 teaching the lesson.

10 (2) When a pupil exhibits any marked deviation from good  
11 behavior, the teacher uses the techniques most  
12 appropriate to the occasion to correct and instruct the  
13 pupil in the proper mode of conduct. Recognizing  
14 that deviate behavior is sometimes a symptom of serious  
15 maladjustment, the teacher seeks the cause of the  
16 difficulty. When, in spite of the teacher's best efforts at  
17 correction, a pupil continues to misbehave, the teacher  
18 refers the case to the principal for advice and assistance.

19 (3) The principal makes every reasonable effort to help the  
20 pupil adjust properly, using to good advantage the  
21 principal's broad knowledge and experience in child  
22 growth and development. Depending on the nature of the  
23 case, the principal may discipline the pupil directly in  
24 relation to the offense, may call in the parents for a  
25 conference, may refer the case for the attention of a  
26 psychologist or school social worker, may suspend the  
27 pupil, or may use a combination of these procedures - as  
28 well as other techniques - in accordance with the  
29 principal's best judgment.

30 (4) Regardless of the cause of any pupil difficulty, no  
31 teacher or class is ever required to tolerate any act of gross  
32 misconduct, including flagrant discourtesy, abusive and  
33 vile language, acts of violence, and deliberate  
34 insubordination. The teacher has the right to remove  
35 any pupil whose behavior repeatedly disrupts the learning  
36 atmosphere of the class. The pupil shall not be readmitted  
37 until the teacher has conferred with the principal or  
38 assistant principal involved. The pupil shall not be returned  
39 to the same class until the teacher and administrator have  
40 discussed the basis on which improvement can be  
41 expected. If it is mutually agreed that the pupil's behavior  
42 cannot be expected to improve another placement will be  
43 provided.

44 D. At the beginning of each school year, and whenever  
45 revised, the Board shall provide to each Federation

Building Delegate Chairperson a copy of the Procedures  
for Pupil Suspensions 1  
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**ARTICLE XIX** 4  
Academic Freedom 5  
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Academic Freedom shall be guaranteed to teachers and no  
special limitations shall be placed upon study, investigation  
presenting and interpreting facts and ideas concerning man,  
human society, the physical and biological world, and other  
branches of learning, except those standards of professional  
educational responsibility applicable to elementary and  
secondary education. 7  
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**ARTICLE XX** 14  
Councils and Committees 15  
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- A. (1) Professional Council - There is hereby established  
a permanent "Professional Council" composed of six  
(6) members, three (3) of whom shall be teachers  
selected by the Federation, and three (3) of whom  
shall be appointed by the Superintendent. 18  
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- (2) The Professional Council shall meet on call to discuss  
and study subjects relating to the school system  
including standardized testing, automated attendance  
in addition to those subjects referred to this Council  
by the provisions of this agreement. The Council shall  
establish its own rules of procedure and shall  
provide for a rotating chairperson who will be  
responsible for the arrangement and conduct of the  
meeting. It shall make its reports to the Superintendent  
and the Federation. 23  
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- (3) The Professional Council may recommend the  
formulation of committees composed of other  
teachers and administrators, members of whom shall  
be appointed by the Federation and the Superintendent,  
to study and report upon mutually agreed upon  
subjects. 33  
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- (4) The Professional Council shall be convened in order to  
determine a procedure by which changes in  
curriculum shall be implemented. The committee is  
charged with resolving problems concerning  
notification of changes, planning time, in-service  
training, and other matters which will facilitate the  
changes. 39  
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1 (5) The Professional Council shall be convened within  
2 30 days of the ratification of this agreement for the  
3 purpose of developing a mentoring program for new  
4 teachers. They shall report the results of their  
5 deliberations no later than 120 days from the initial  
6 meeting.

7 B. Teachers serving on committees dealing with terms  
8 and conditions of employment shall be designated by the  
9 Federation. The Federation may also, from time to time, bring  
10 to the attention of the Board the names of teachers interested  
11 in serving on committees other than those dealing with terms  
12 and conditions of employment without limiting the ultimate  
13 discretion of the Board.

14 C. Committees of teachers representing special areas may  
15 meet with their department heads on request.

16 D. Textbook selection and curriculum development are the  
17 proper concern of teachers. The Federation recognizes current  
18 policy and practice reflects this. The Board will continue its  
19 present practices in the formulation of textbook and curriculum  
20 committees.

21 E. There shall be established by the Federation an  
22 Implementation Committee which shall consist of no more than  
23 five (5) teachers selected by the Federation. This committee  
24 shall meet once every week in October during school hours  
25 without loss of pay or deduction from leaves, with the Associate  
26 Superintendent of Instructional Services or a designee, and  
27 thereafter once a month after school hours as mutually agreed  
28 to be necessary. The purpose of these meetings will be the  
29 implementation of contractual provisions.

30 To the extent possible, the Federation shall, two (2) days  
31 prior to the scheduled meeting, submit to the Associate  
32 Superintendent for Instructional Services, a written agenda  
33 which shall include a listing of any complaints or alleged  
34 violations. To the extent possible, the Associate Superintendent  
35 for Instructional Services shall, within two (2) days after the  
36 implementation meeting respond, in writing, to each of the  
37 items listed on the agenda.

38 F. Teachers shall be included on the oral committees  
39 established as part of the examination process for the selection  
40 of teachers, subject to procedures and rules established by the  
41 Professional Council by October 15, 1972.

42 G. Teachers will be represented on interview teams for  
43 the purpose of establishing eligibility lists for the position  
44 of Assistant Principals. The Federation will submit a list of  
45 candidates for members of such interviewing teams, from which

a member may be selected.

**H. Athletic Programs - A committee consisting of five (5) teachers selected by the BTF and five (5) administrators selected by the Superintendent will be convened to explore initiatives that will improve the Buffalo Public Schools athletic program.**

Said committee will present its recommendations to the Superintendent and the Buffalo Teachers Federation president no later than June 1, 2017.

Any recommendation that would require a change to the collective bargaining agreement by either the BTF and/or District will be submitted to the parties, for their agreement.

**I. Class Sizes: Over the course of the past two years, the Board of Education has directed funds to reduce the class sizes in the early elementary grades. A committee composed of six (6) members, three (3) of which will be appointed by the Federation and three (3) of which will be appointed by the Superintendent to further study the issue of class size and make recommendations to the Board of Education no later than October 1, 2017 regarding the reduction of class sizes in the upper elementary and secondary grades.**

## **ARTICLE XXI** Faculty Meetings

A. Faculty meetings shall be limited to ten (10) in number and shall, except in emergencies, not exceed one hour after school. General faculty meetings shall be held only when the matters for discussion concern the general faculty and will not be called when the matters involved can be handled in a less time-consuming manner. **By a majority vote of the faculty, faculty meetings can be set before or after school hours or a mixture of each.**

B. The Federation shall be given an opportunity at Building Faculty Meetings to present brief reports and announcements.

C. Five (5) faculty meetings each school year, but not more than one (1) each month, may be utilized in whole or in part for staff development purposes without additional compensation. The agenda for such meetings shall be prepared at least ten (10) days in advance, after discussion with the Federation Building Committee.



1 **ARTICLE XXII**

2 Quality Integrated Education

3  
4 A. The BTF shall be represented on any committee formed  
5 by the Board of Education to develop programs designed to  
6 facilitate quality integrated education.

7 B. It is recognized that the success of a school program  
8 is dependent upon the cooperation of parents, teachers, and  
9 the administration of each school. To facilitate the orderly  
10 participation of these groups, the establishment of a Parent  
11 Teacher Advisory Board in each school shall be encouraged.  
12 The structure and function of new Parent-Teacher Advisory  
13 Boards shall be jointly planned and mutually agreed upon by  
14 the BTF and the Board of Education.

15  
16 **ARTICLE XXIII**

17 Special Area Teachers

18  
19 A. Pupil Personnel Services

20 (1) A committee of Pupil Personnel shall be established to  
21 develop an instrument and procedure for evaluation of  
22 such individuals.

23 (2) The School Psychologists and School Social Workers  
24 shall be provided with the service of one additional  
25 secretary at School 26.

26 (3) Recording devices shall be made available to all  
27 Psychologists, School Social Workers and Attendance  
28 Teachers.

29 (4) There shall be Department Chairpersons for the  
30 Psychologists, Attendance Teachers and School  
31 Social Workers. These Chairpersons shall be  
32 assigned a reduced workload consisting of four (4)  
33 normal duty days but without the salary differential  
34 specified in Article XXV, (D) (19).

35 (5) The Board shall immediately upon the opening of  
36 school, survey each school as to the possibility of  
37 providing psychologists, school social workers,  
38 guidance counselors and attendance teachers with  
39 unencumbered telephones in all schools. Every  
40 effort will be made by the Board to implement this  
41 concept.

42 (6) A centralized library of professional publications  
43 shall be established in the Central Office and  
44 materials available made known and accessible to  
45 the members of the Pupil Personnel Section.

(7) Whenever possible, caseloads for Counselors, School Social Workers, Psychologists and Attendance Teachers shall be maintained at the State recommended ratios.	1 2 3 4
(8) School Social Workers may elect to spend the final the school year in the Central Office for purposes of completing case records.	5 6 7
(9) Attendance Teachers shall not be assigned non-attendance duties.	8 9
(10) The Central Office shall not schedule record check after 2:30 P.M. for middle, junior and senior high school Attendance Teachers, nor after 3:00 P.M. for elementary school Attendance Teachers.	10 11 12 13
(11) The Board shall assume the bi-annual Commissioner of Deeds registration fee for attendance teachers.	14 15
(12) If the Board provides free parking near City Hall for any of its employees, it shall provide it for all employees, on a first come, first serve basis.	16 17 18
B. Library-Media Specialists	19
(1) The Board shall continue to implement the Five (5) Year Plan for the extension of library service to all elementary and high schools.	20 21 22
(2) Where scheduling permits, the library period shall not be considered a preparation period for classroom teachers.	23 24 25
(3) A Library Media Specialist should be a resource person for every individual in the school and should have the freedom to move away from the library when such specialist deems necessary if a class, teacher, other groups, or individuals are not present in the library area.	26 27 28 29 30 31
(4) The schedule of the library shall be made out after a joint conference between the Library Media Specialist and the Administrator in charge of scheduling.	32 33 34
C. Vocational-Technical Teachers	35
Upon application and in accordance with the procedures governing sabbatical leaves, two (2) Vocational-Technical teachers shall be selected by the Sabbatical Leave Committee for a leave of absence without pay not to exceed one year to return to industry for industrial experience and upgrading of their skills. It is understood that these two (2) Vocational-Technical teachers shall not affect the total number of teachers eligible for paid sabbatical leave under Article XXXV.	36 37 38 39 40 41 42 43
D. Buffalo Alternative High School	44
(1) The purpose and role of Buffalo Alternative High	45

1 School shall be clearly defined.

- 2 (2) Specific regulations regarding students entering and
- 3 leaving Buffalo Alternative High School shall be
- 4 established and made known to all.
- 5 (3) Teachers shall be assigned to the school on a
- 6 permanent basis.
- 7 (4) Class size maximum shall be 10 except for physical
- 8 education classes which shall not exceed 30.
- 9 (5) The School shall be staffed with a full-time reading
- 10 teacher and guidance counselor. Social worker,
- 11 psychologist, and attendance services shall be
- 12 maintained at adequate levels of service.

13 E. Speech Therapists

- 14 (1) A Department Chairperson shall be elected for the
- 15 Speech Therapists. The Chairperson shall be
- 16 assigned a reduced workload, but without the salary
- 17 differential specified in Article XXV (D)(19).
- 18 (2) A centralized library of appropriate professional
- 19 materials shall be maintained in the Central Office for
- 20 the Speech Therapists.
- 21 (3) At the beginning of each school year and before
- 22 beginning a regular weekly schedule, Speech
- 23 Therapists may elect to spend one day in each of their
- 24 assigned schools to survey pupil needs. If a speech
- 25 therapist finds that one day is not sufficient additional
- 26 time may be used subject to the approval of the Board.

27 F. Teachers of **Students with Disabilities**

- 28 (1) The Board of Education agrees to make every effort
- 29 not to place a single class of **students with disabilities**
- 30 within a single school building.

31 G. Reading Specialists

32 Reading personnel will be involved in the development of in-

33 service reading courses for classroom teachers and teacher

34 aides.

35 H. Miscellaneous

- 36 (1) The Board shall continue to expand the program of
- 37 intensified instruction.
- 38 (2) Special area teachers shall, at their discretion, and
- 39 with the approval of their special area supervisors
- 40 or directors, be free to attend in-service sessions in
- 41 whatever schools that have programs most significant
- 42 to their professional area.

43 I. **Individuals with Disabilities Education Act (IDEA)**

44 By first using the resources available in the school and

45 other resources if deemed necessary and authorized by the

District, the district shall provide planning time for teachers to complete the Individualized Education Plan (IEP) forms. It is understood that such planning time may be full or half days of released time when classes are otherwise in session. When the Committee on Special Education (CSE) meets to review the case of a referred child, the referring teacher will be sent notice of the meeting. By first using the resources available in the school and other resources if deemed necessary and authorized by the District, the referring teacher will be permitted to attend meetings of the committee. The process of **integrating a student with a disability into the general education setting** shall include conferences between the referring teacher and the receiving teacher. The teacher designated to participate when a student's initial classification and/or level of service is before the Committee on Special Education, shall have a vote at the CSE meeting if said vote is permitted by applicable State and Federal regulations.

## **ARTICLE XXIV**

### **Teacher Aides**

The Board agrees to employ teacher aides. Such aides are to be used for the purpose of providing the preparation time provided in Article X and for the regularly scheduled assignment of duties which have as their primary purpose helping teachers and relieving teachers of non-teaching duties. It is recognized that teacher aides do perform, and shall perform other functions.

**ARTICLE XXV**

Professional Compensation

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A. Within 60 days of October 17, 2016, teachers employed on or after July 1, 2016 who were not terminated for cause, resigned, or retired, will receive the following payments in a separate check.

- a. Steps 1-9 \$2,000
- b. Steps 10-15 \$5,000
- c. Steps 16-19 \$6,000
- d. Steps 20-21 \$7,000
- e. Steps 22-26 \$8,000
- f. Steps 27+ \$9,000

Teachers may have this deposited into their TSAs subject to IRS limits.

B. Teachers that retired between July 1, 2007 and the ratification of the agreement will receive a one-time payment (or their estate) in the amount of \$2,500. The District will pay this amount within 90 days from the date the Contract is ratified by both parties.

Appropriate tax deductions will be made. Only teachers who retire from the District during the aforementioned period of time are eligible for this payment. Teachers that resigned or whose employment was severed for any other reason during this period of time are not eligible for this payment.

C. Salary Schedules

The salaries of teachers employed in pre-kindergarten through twelfth grade and the rules governing the placement of such teachers are set forth below.

D. Classification

- (1) Salary Day School Teachers
  - Effective September 1, 2016** See Appendix B
  - Effective July 1, 2017** See Appendix C
  - Effective July 1, 2018** See Appendix D

(2) Salary Psychologists

- Effective September 1, 2016** See page 47
- Effective July 1, 2017** See page 47
- Effective July 1, 2018** See page 47

- (3) Adult Education Day School See Appendix H

- (4) Adult Education  
*Position*

	Rate Per Hour		Effective
	Effective	Effective	
(a.) Apprenticeship Training			
First Year .....	25.97	28.57	7/1/17
Second Year .....	27.84	30.62	+2%
(b.) Adult Education Teachers			
First Year .....	25.97	*28.57	7/1/18
Second Year .....	24.35	*30.62	+2%

\* Rate per Hour Effective 9/1/16

	<b>Rate Per Hour</b>			
	<b>Effective</b>	<b>Effective</b>	<b>Effective</b>	<b>Effective</b>
	<b>2/1/04</b>	<b>10/17/16</b>	<b>7/1/17</b>	<b>7/1/18</b>
		<b>+10%</b>	<b>+2%</b>	<b>+2%</b>
1				
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(5)	Summer School Teachers			
	<i>Position</i>			
	First Year.....	\$25.97	\$28.57	\$29.72
	Second Year .....	\$27.84	\$30.62	\$31.85
(6)	Summer Playground			
	<i>Swimming Teacher</i>			
	First Year .....	\$25.97	\$28.57	\$29.72
	Second Year .....	\$27.84	\$30.62	\$31.85
(7)	Saturday Morning			
	<i>Music Teachers</i>			
	First Year .....	\$25.97	\$28.57	\$29.72
	Second Year .....	\$27.84	\$30.62	\$31.85
	Asst. to the Swim Teacher			
(8)	Saturday Morning			
	<i>Music Teachers</i>			
	First Year .....	\$25.97	\$28.57	\$29.72
	Second Year .....	\$27.84	\$30.62	\$31.85
(8)	Public School Athletic			
	<i>League Coaches</i>			
	Activities for approved services rendered after the close of the regular school day	\$27.84	\$30.62	\$31.85
(9)	Intramural Physical			
	Education Activities for approved services rendered after the close of the regular school day	\$27.84	\$30.62	\$31.86







	Effective 2/1/04	Rate Per Season Effective 10/17/16 10%	Effective 7/1/17 2%	Effective 7/1/18 2%	
1					
2					
3					
4					
5					
6			\$6289	\$6415	
7		\$5605	\$4402	\$4490	
8		\$3924	\$6289	\$6415	
9		\$5605	\$6289	\$6415	
10		\$5605	\$3773	\$3848	
11		\$3363	\$3773	\$3848	
12		\$3363	\$3773	\$3848	
13		\$3363	\$3773	\$3848	
14		\$3363	\$3773	\$3848	
15		\$3363	\$3773	\$3848	
16		\$1681	\$1886	\$1924	
17		\$382	\$428	\$437	
18		\$382	\$428	\$437	
19		\$382	\$428	\$437	
20		\$2803	\$3145	\$3208	
21					
22					
23					
24					

(12) (a) High School Coaches  
 Football Coach ...  
 Asst. Football Coach  
 Basketball Coach  
 Swimming Coach  
 Track Coach.....  
 Baseball Coach ..  
 Cross Country Coach  
 Tennis Coach.....  
 Soccer Coach.....  
 Volleyball Coach.  
 Bowling Coach ...  
 Hockey Coach ....  
 Lacrosse Coach (Club)  
 Ski Coach (Club)  
 Cheerleading .....

If a teacher coaches both a boys and a girls team where boys compete against boys and girls compete against girls, said coaches shall receive one and one-half (1.5) the applicable salary.

	Effective 2/1/04	Rate Per Season Effective 10/17/16 10%	Effective 7/1/17 2%	Effective 7/1/18 2%	1
(b) *High School Coaches					2
Golf Coach .....	-	\$3699	\$3773	\$3848	3
Indoor Track .....	-	\$3699	\$3773	\$3848	4
Varsity Lacrosse Coach	-	\$6166	\$6289	\$6415	5
Asst. Vars. Lacrosse Coach	-	\$4316	\$4402	\$4490	6
JV Lacrosse Coach	-	\$3083	\$3145	\$3208	7
Asst. Basketball Coach	-	\$4316	\$4402	\$4490	8
JV Basketball Coach	-	\$3083	\$3145	\$3208	9
JV Volleyball Coach	-	\$3083	\$3145	\$3208	10
JV Soccer Coach	-	\$3083	\$3145	\$3208	11
Varsity Softball Coach	-	\$3699	\$3773	\$3848	12
JV Softball Coach	-	\$3083	\$3145	\$3208	13

\* These seasonal rates have not been agreed to by the BTF. They will be the subject of negotiation and ratification by the parties as soon as possible.

If a teacher coaches both a boys and a girls team where boys compete against boys and girls compete against girls, said coaches shall receive one and one-half (1.5) the applicable salary.

(13) Salaries of Psychologists	1
<b>The beginning salary for a school psychologist shall be \$49,855 effective September 1, 2016. Newly hired psychologists will start at Step 2. Any psychologist on Step 1 shall be moved to Step 2. (Increments shall still be tied to Step 1; Step 1 will remain on the salary schedule). Effective July 1, 2017, the starting salary shall be increased to \$50,852 and the hold steps will be removed at Steps 20 and 22 by adding Steps 20 and 22. Effective July 1, 2018, the starting salary shall be increased to \$51,869 and the hold steps will be removed at Steps 16 and 18 by adding Steps 16 and 18.</b>	2
In addition, psychologists shall receive longevity increments and differentials for approved courses of graduate hours of credit beyond the bachelor's degree plus hours and for the master's degree and doctorate on the same basis as is provided for teachers.	3
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(14) Salaries of Guidance Counselors	19
The salary schedule for guidance counselors shall be \$300 above the regular teachers' salary schedule at each step.	20
	21
	22
(15) Reading Specialists	23
The salary schedule for Reading Specialists shall be \$300 above the regular teachers' salary schedule at each step.	24
	25
	26
(16) Teachers Assigned to Central Office	27
The salary schedule for teachers assigned to the central office shall be \$500 above the regular teachers' salary schedule at each step.	28
	29
	30
(17) Demonstration Teachers	31
The salary schedule for demonstration teachers shall be \$300 above the regular teachers' salary schedule at each step.	32
	33
	34
(18) Helping Teachers	35
The salary schedule for helping teachers shall be \$300 above the regular teachers' salary schedule at each step.	36
	37
	38
(19) Department Chairpersons	39
The salary schedule for Department Chairpersons assigned by Board action shall be \$300 above the regular teachers' salary schedule at each step.	40
	41
	42
(20) CPE Coordinators	43
The salary schedule for CPE coordinators shall be \$300 above the teachers' salary schedule at each	44
	45

1 step.

2 (21) School Social Workers

3 The salary schedule for School Social Workers shall  
4 be \$300 above the teachers' salary schedule at each  
5 step.

6 (22) Attendance Teachers

7 The salary schedule for Attendance Teachers shall  
8 be \$300 above the teachers' salary schedule at each  
9 step.

10 E. Placement on Schedule

11 (1) Credit for Prior Experience

12 (a) Teachers with appropriate public or private  
13 school teaching experience shall be placed on  
14 the appropriate salary step based on successful  
15 years of such experience. **Effective July 1, 2016,**  
16 **newly hired teachers will start at Step 2. Any**  
17 **teachers on Step 1 shall be moved up to Step 2.**  
18 **(Increments shall be tied to Step 1; Step 1 will**  
19 **remain on the salary schedule).** For teachers  
20 employed by the District for the first time on or  
21 after July 1, 1999, appropriate experience is  
22 defined as teaching in an institution accredited  
23 by a state or U.S. federal agency, or, in the case  
24 of a social worker, guidance counselor or  
25 psychologist, employment in such a state or  
26 federally accredited social welfare agency or  
27 institution. With respect to the post-secondary  
28 level, appropriate experience shall include only  
29 regular full-time appointment to the rank of  
30 instructor or above. A year of teaching experience  
31 shall include a minimum of one hundred sixty  
32 (160) days of service during a school year or  
33 calendar year. However, with respect to years of  
34 service in which the teacher was paid for less than  
35 160 days, the teacher may combine days of service  
36 rendered in two or more such years up to a total  
37 of 160 days and that may be counted as one  
38 additional year of credited service for purposes of  
39 this paragraph. Prescribed increments shall be  
40 effective July 1 of each year. Effective July 1, 2001,  
41 the District shall inform new hires, at the time of  
42 their hire and by a separate and independent form  
43 or other correspondence, of the process by which  
44 application can be made for prior service credit.  
45 Prior service credit, if granted, will commence with

the year in which the claim is received and will not be paid for prior years.	1
(b) Appropriate experience with the Peace Corps, VISTA, State Department of Education, military service dependents schools, and comparable experience shall be considered for placement on the appropriate salary step.	2
(c) Teachers currently employed who have not reached the maximum salary step shall be granted credit for prior experience where applicable as herein provided.	3
(d) A new teacher who has completed at least 100 days, but less than 160 days of continuous, full time service as a first year probationary or temporary teacher shall be given a full increment in addition to the regular increment on the September 1 following completion of the teacher's Probationary term.	4
(e) <b>Teachers with no prior service will be placed on Step 2. Teachers with prior service will be placed based on Step 2, the starting salary of newly hired teachers, e.g. a teacher with four (4) years of prior service will be placed on Step 6. Also see XXV (E) (4) (a)</b>	5
(2) Military Service Credit - Satisfactory military service for salary credit may be granted up to a maximum of two (2) years. Military service shall mean active duty service with the armed forces of the United States or active duty status, in time of war, with a nation allied with the United States. A year of military service shall include a minimum of six (6) months of service and not more than one step on the salary schedule shall be considered for each year or major fraction of a year of military service. Military service of less than six (6) months when added to teaching service during the same calendar year or school year may be considered appropriate for salary increment with a minimum of one hundred sixty (160) days service. Teachers currently employed who have not reached the maximum step on the salary schedule shall be granted military service credit as herein provided.	6
(3) Vocational (trade) Teachers Experience – Vocational teachers, teaching shop (trade) subjects with a New York State Certificate of Qualification shall be granted a maximum of five (5) years appropriate trade experience for salary purposes and placed on the	7

1 sixth step of the salary schedule upon initial  
2 employment. Teachers currently employed who have  
3 not reached the maximum step shall be granted  
4 similar prior experience credit for salary purposes.

5 (4) Longevity Pay Differential- Career increments shall be  
6 granted to full time instructional staff members of the  
7 Buffalo Board of Education at the 15th, 19th, 23rd, 27th,  
8 31st, and 35th years of credited service for the 1983-84  
9 school year and for the 1984-85 school year until  
10 February 1, 1985 when those increments will be  
11 granted at the 15th, 18th, 21st, 24th, 27th, 30th, 33rd  
12 and 36th year of credited service. Effective the 31st  
13 week of the 1986-87 school year, these increments will  
14 be granted at the 15th, 17th, 19th, 21st, 23rd, 25th, 27th,  
15 29th, and 31st year of credited service.

16 Effective July 1, 1997, career increments shall be  
17 granted at the 15th, 17th, 19th, 21st, 23rd, 25th, 26th,  
18 27th and 28th year of credited service. Effective July  
19 1, 1998 these career increments will be granted at the  
20 15th, 17th, 19th, 21st, 23rd, 24th, 25th, 26th and 27th  
21 year of credited service.

22 **Effective July 1, 2017, career increments shall be**  
23 **granted at the 15th, 17th, 19th, 20th, 21st, 22nd, 23rd,**  
24 **24th, 25th, 26th, and 27th year of credited service.**

25 **Effective July 1, 2018, these career increments shall**  
26 **be granted at the 15th, 16th, 17th, 18th, 19th, 20th,**  
27 **21st, 22nd, 23rd, 24th, 25th, 26th, and 27th year of**  
28 **credited service.**

29 (a) A year of credited service shall mean (as defined  
30 elsewhere in this Personnel Policies): A minimum  
31 of one hundred sixty (160) days of paid service for  
32 approved prior public school teaching experience,  
33 acceptable private school teaching experience or  
34 approved leaves of absences with increments.  
35 However, with respect to years of service rendered  
36 after school year 1980-81 and in which the teacher  
37 was paid for less than 160 days, the teacher may  
38 combine days of service rendered in two or more  
39 such years up to a total of 160 days and that may  
40 be counted as one additional year of credited  
41 service for purposes of this paragraph. A maximum  
42 of two (2) years of military service; five (5) years  
43 of credited vocational (trade) experience, and any  
44 other prior full time service with the Buffalo Board  
45 of Education shall be credited for longevity pay

	differential. However, teaching service rendered elsewhere and any combination of such service together with trade experience and military service credit may not exceed six (6) years for purposes of longevity.	1 2 3 4 5
(5)	Part-time teachers shall be credited with a year of satisfactory service for salary purposes only upon completion of 160 days of such service. Part-time service shall be combined to full day equivalents. A part-time teacher means a day school teacher other than a summer school or substitute teacher who teaches five or more half-days per week but less than a full week.	6 7 8 9 10 11 12 13
(6)	Probationary or contract teachers who lose their positions because of job abolition and are reinstated from a preferred eligible list during a school year shall receive a year of service credit for increment purposes only for that school year.	14 15 16 17 18
F.	Adjustments in Schedule Placement	19
(1)	All adjustments, beyond the baccalaureate degree or its equivalent for vocational teachers, of salary occurring as a result of additional training shall be effective at the beginning of the school semester next succeeding the date of the conclusion of the course, provided, that in order to receive payment from such date the teacher shall notify the Board within thirty (30) days after such conclusion on a form provided by the Board and, provided further, that the Board may delay actual payment until a certificate of satisfactory completion is received by the Personnel Office.	20 21 22 23 24 25 26 27 28 29 30 31
(2)	To receive credit for additional training, courses taken after September, 1968, must be:	32 33
(a.)	Certified by an appropriate degree granting institution as being part of a recognized program leading to a certificate of advanced degree, or	34 35 36
(b.)	Approved by the Superintendent of Schools as directly relating to the field in which the teacher is working, or as making a reasonable contribution to the teacher's performance as a teacher.	37 38 39 40
(3)	Credit for attendance at in-service courses conducted by outside agencies shall be given if the course is approved in advance by the Board of Education.	41 42 43
G.	Temporary Change in Assignment	44
(1)	Whenever a teacher is appointed Acting Principal for	45



1 one day or more, the teacher shall be relieved of  
2 classroom duties for the period of the principal's  
3 absence. When a principal is absent for less than one  
4 day, and no substitute is provided, the teacher  
5 designated as Acting Principal shall not be expected  
6 to handle any matters coming into the principal's office  
7 other than emergency situations which require  
8 immediate attention.

9 (2)When a teacher is requested by an administrator and  
10 accepts the duties temporarily of a promotional position  
11 for more than three consecutive days, the teacher shall  
12 suffer no loss in pay and shall be paid at the daily rate  
13 of the position, if higher, at the increment level to  
14 which the teacher would be entitled, if promoted, for  
15 all such consecutive days.

16 H. General Provisions

17 (1)Since it is desirable for each teacher to use an  
18 uninterrupted planning period each day, the practice  
19 of using a regular teacher as a substitute, thereby  
20 depriving the teacher of the planning periods, is  
21 undesirable and should be discouraged. However, in  
22 an emergency when a teacher is asked and agrees to  
23 act as a substitute during the teacher's planning period,  
24 every effort shall be made to give such teacher  
25 compensatory time off provided such time off shall not  
26 interfere with classroom instruction.

27 (2)Teachers shall not be requested to accept additional  
28 children in their regular classes in excess of the  
29 maximum size set forth in Article IX because a  
30 substitute teacher was not used, except in the case of  
31 genuine emergency. Before making such a request of a  
32 teacher, every effort shall be made to arrange for a  
33 non-teaching member of the professional staff to take  
34 the class which should have been covered by a  
35 substitute teacher.

36 (3)Any teacher who, in pursuance of assigned school  
37 duties, is required to travel from one location to another  
38 during the course of a school day and for whom a car  
39 is not supplied shall be reimbursed at the **prevailing**  
40 **IRS rate per mile**. Travel to and from the teacher's home  
41 shall not be included. Mileage reimbursement shall be  
42 made by the District quarterly during the fiscal year.

43 I. Participation in Extra-Curricular Activities

44 (1)Teachers shall not be required to participate in  
45 extracurricular activities outside their regular school

- hours. This provision shall not apply to two (2) nights during the school year, one of which is to be either open house or parents night. Attendance at meetings such as PTA affairs shall be at the option of the individual teacher. Teachers are encouraged to participate in such meetings as a part of their professional responsibility.
- (2) If teachers accept any assignment to a school activity beyond the regular school day listed in Article XXV, they shall be paid in accordance with the schedule listed therein.
- J. Warrant Schedules
- (1) Teachers shall be paid for one week's salary at the end of the second week after the beginning of the school year and a full pay warrant every two weeks thereafter, in accordance with the applicable schedule. In the event that a mechanical difficulty arises which prevents compliance with such schedule on a particular date, the Board and the Federation shall meet for the purpose of resolving the problem.
- (2) Extra compensation for athletic coaches will be distributed over the appropriate season. Compensation for other extra-curricular activities carried on over the entire school year will be paid proportionately on a semester basis. Compensation for extra-curricular activities carried on over the entire school year will be paid proportionately on a semester basis. Compensation for extra-curricular activities that are carried on within a single semester will be paid at the end of that semester. In each case, payment is contingent upon submission of the appropriate statement of service.
- (3) If a regularly scheduled payday falls on a scheduled holiday or during a scheduled recess, paychecks shall be distributed and made payable on the last working day before the holiday or recess provided that that working day is not more than two (2) consecutive calendar days prior to the regularly scheduled payday.
- (4) If a salary adjustment will result in a decrease of twenty-five dollars (\$25.00) or more in a teacher's net pay, the teacher shall be given at least thirty (30) days written advance notice thereof if the adjustment was initiated by the District or as much notice as the law permits if it was initiated by an outside party. The required notice time may be reduced if there is insufficient time remaining in the fiscal year to give it before making the

1 deduction.

2 (5)The teacher who loses a check shall receive a  
3 check from the Board within fifteen (15) calendar days of  
4 the replacement date that the Board is notified in  
5 writing that the check has been lost. The Board agrees  
6 that the aforementioned fifteen (15) days shall be the  
7 maximum time and every effort shall be made to  
8 expedite the issuance of a replacement check.

9 (6)Sick and personal day accumulations shall appear  
10 on all teachers' checks along with the information  
11 presently provided.

12 K. Stubs of pay warrants which contain monies for additional  
13 services shall include an itemization of the source of the  
14 monies included.

## 15 **ARTICLE XXVI (1)**

### 16 **Employee Benefits**

17 Effective October 1, 2000

#### 18 **A. Health and Hospitalization**

19  
20 (1)Health Care Coverage: Effective October 1, 2000,  
21 the District will provide and pay 100% of the cost of  
22 indemnity health insurance coverage with Blue Cross/  
23 Blue Shield Plan of Western New York serving as the  
24 Third Party Administrator. Employees covered under  
25 this agreement will have the option of participating in  
26 one of the three (3) Health Maintenance  
27 Organizations, Plan B formerly IHA, Plan C formerly  
28 Univera, or Plan D formerly Community Blue. Teachers  
29 may enroll in either the family plan coverage or the  
30 individual plan coverage.  
31

#### 32 (a) Maintenance of Benefits:

33 Health Care coverage provided through the  
34 indemnity plan shall be named the Buffalo  
35 City School District Plan and hereinafter  
36 referred to as "The Plan". The Plan document  
37 must be agreed upon by the parties and will  
38 be incorporated herein by reference. The Plan  
39 document will include but not be limited to the  
40 following.

41 (i) As currently being provided (1995-96),  
42 "The Plan" will ensure that all participating  
43 BC/BS providers will accept the Plan's  
44 payment as is presently accepted under  
45 the indemnity plan.

- (ii) There shall be no change in the claim payment mechanism which substantially increases the time for reimbursement or increases out-of-pocket expenses for the teacher. 1  
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- (iii) The BC/BS provider group will continue to be the provider group (network) for the Plan. 6  
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8
- (iv) Appealing a claim. Any complaints under the plan with respect to its interpretation, application or payment of benefits must be processed through the "Claim Review Procedure" set forth in the plan document. If a complaint is not settled to a teacher's satisfaction, the teacher may submit the dispute directly to the current BC/BS dispute resolution process within ninety (90) days of the written determination. 9  
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- (v) Confidentiality. In all matters of providing health care coverage, there will be strict confidentiality. 19  
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21
- (vi) Coverage will commence with a teacher's first day of employment by the District unless the teacher waives coverage in writing. 22  
23  
24
- (b) The Plan will provide benefits at least equal in all ways to the 1995-96 BC/BS insurance plan provided by the District as modified by the July 1, 1996 collective bargaining agreement which provides benefits and coverage as listed below: 25  
26  
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29  
Standard hospitalization 42/43 with Rider 8 30  
(dependents to age 23), 9 (ambulance service), 31  
(47) hospital waiver of waiting, (48) out-of-area 32  
hospital benefit; and Select contract 60/61 with 33  
Riders 4 (outpatient emergency care), 8 34  
(dependents to age 23), 21 (psychiatric), 22 35  
(ambulatory care), 47 (medical waiver of waiting) 36  
48 (out-of-area medical benefit), cosmetic surgery 37  
which is required and medically necessary as 38  
determined by the insured's physician, Major 39  
Medical coverage with a \$150/\$300 deductible, 40  
Rx Rider P \$5/\$10 + mail order, Rx Rider 8 41  
\$5/\$10 + mail order. 42
- (c) In implementing "The Plan," the parties agree to the following: 43  
44
  - (i) There shall be no loss of benefits, coverage, 45

1 or enrollment eligibility for any teacher  
2 (including those who retire subsequent to the  
3 approval/ratification of this agreement as the  
4 result of the change from current health  
5 insurance (1995-1996) to the Plan.

6 (ii) There shall be no break in coverage.

7 (2) All group health plans for active teachers shall  
8 include coverage for prescription drugs with  
9 co-payments of \$5 for generic drugs and \$10  
10 for name brand drugs as soon as administratively  
11 practicable after the agreement is concluded

12 (3) All negotiating unit members, and covered retirees,  
13 will participate in any District issued health insurance  
14 survey, concerning which the Federation has been  
15 consulted, by completing and returning same  
16 promptly to the office indicated.

17 (4) Where husband and wife are both employed by  
18 the Board, only one spouse may be enrolled and  
19 then only for "family" coverage.

20 (5)(a) Waiver Incentive: Eligible participants shall  
21 receive an annual payment of one thousand two  
22 hundred dollars (\$1200) in a separate check  
23 payable in the second pay period in January for  
24 participation during the prior calendar year. For  
25 the purpose of the waiver, the plan year is  
26 January through December. If an individual  
27 participating in the waiver program elects to  
28 enroll in the District's health care program, the  
29 amount of the incentive will be proportionally  
30 reduced (\$100 per month) based on the number  
31 of months the individual participated in the  
32 District's waiver program, eligibility for the  
33 incentive will cease, and the employee will be  
34 enrolled in the District's health care program of  
35 his/her choice with any administrative expenses  
36 incurred reimbursed by the Board.

37 (b) Eligibility: Only full time employees who are  
38 eligible in one of the District's Health Care Plans  
39 and who can produce documentation which  
40 certifies that they have coverage for health care  
41 expenses through another source are eligible to  
42 participate in the waiver incentive program.

43 (c) Waiver Pool: The District will establish a reserve  
44 account made up of the difference between the  
45 amount the District would pay for Health Care

- Coverage for each of the individuals who waives coverage in a year as if the individual had been covered by the average cost family coverage alternative offered by the District during the year and the total amount paid out with respect to such year under the waiver incentive described in "A" above. Seventy-five percent (75%) of this account shall be retained by the Board of Education.
- Twenty-five per cent (25%) of the account will be distributed on a per-capita basis among the eligible participants in the Waiver Pool but in no event shall the amount of the payment exceed twelve hundred dollars (\$1200) or \$100 per month. Payment for participation during the prior calendar year will be made on an annual basis payable in the second pay period in January in a separate check. For purpose of the waiver pool, the plan year is January through December.
- (d) Participation in the Health Care Waiver Pool: Participation in the Health Care Waiver Pool will be limited to the spouse who is not enrolled in the District health care program when both husband and wife are employed by the board. In the situation where there is the occurrence of an event which necessitates an individual participating in the Health Care Waiver Pool program to enroll in one of the District's health care programs, participation in the Pool will cease and the individual will be enrolled in the District's Health Care program of his or her choice with any administrative expenses incurred reimbursed by the Board. The amount distributed to such individuals will be proportionately reduced based on the number of months of participation in the Pool.
- (e) At no time may a teacher participate simultaneously in both the waiver incentive and the waiver pool programs.
- (6) Full-time teachers who are absent on account of illness and who have exhausted their accumulated sick leave shall continue to receive full health and hospitalization coverage as provided in Article XXVI 1 (A) (1) to be paid by the Board for that period of illness not to exceed nine (9) months following

1 exhaustion of sick leave

2 (7) Teachers on approved leaves of absence without  
3 pay, other than sick leave, shall have the option to  
4 continue to receive full health and hospitalization  
5 coverage as provided in Article XXVI 1 (A) (1) for the  
6 period of the leave upon quarterly reimbursement to  
7 the Board at the group plan rate.

8 (8) The Board agrees to pay the full cost for health and  
9 hospitalization coverage as provided in Article XXVI  
10 1 (A) (1) during the period of lay-off for those  
11 teachers exceeded and then reemployed.

12 (9) Temporary teachers who have been employed a  
13 minimum of 100 days between September 1 and  
14 June 30, and who are still on the payroll at the end of  
15 the school year, shall be provided with continued  
16 medical and hospitalization coverage throughout the  
17 summer recess. This provision shall not apply to any  
18 temporary teacher who meets the above stated  
19 conditions but who cannot return because of  
20 evaluation.

21 (10) Effective July 1, 1989, the District will pay the full  
22 cost of medical and hospital coverage as provided in  
23 Article XXVI 1 (A)(1) at the time of retirement for  
24 teachers with 15 years of service who leave  
25 employment with the District through retirement.  
26 Effective July 1, 1997 those teachers who have  
27 fifteen (15) years of service who leave employment  
28 with the District through retirement, and who choose  
29 to participate in the highest cost health care plan  
30 provided by the District, will be responsible for  
31 contributing \$320 (three hundred twenty dollars) per  
32 year for family coverage and \$140 (one hundred forty  
33 dollars) per year for single coverage. This contribution  
34 will be adjusted each January 1 based on the cost of  
35 living adjustment of Social Security benefits.

36 Payment of the retiree's share of health insurance  
37 costs must be made on a quarterly basis.

38 At the time a teacher, who retires on or after July  
39 1, 1997 becomes eligible, the retired teacher shall  
40 enroll in Medicare Parts A and B.

41 Effective July 1, 2001, it is understood that  
42 "retirement" means the receipt of Benefits from the  
43 New York State Teachers' Retirement System within  
44 forty-five (45) days of the date of separation from the  
45 District.

Such retirees will be eligible for single or family coverage under one of the group health plans set forth in section XXVI(A) (1), with copayments for prescription drugs as provided for in such plans. Such retirees will be required to contribute the following amounts toward the cost of group health insurance coverage:

	Each Single Coverage		Family Coverage	
	Quarterly	Annual	Quarterly	Annual
Effective 7/1/2001	\$82.50	\$330	\$165.00	\$660
Effective 7/1/2002	\$98.75	\$395	\$197.50	\$790
Effective 7/1/2003	\$118.75	\$475	\$237.50	\$950

The contribution required at a teacher's effective date of retirement is fixed at that amount. Effective July 1, 2001 married retirees without dependents shall be eligible for two (2) single coverages only and not for family coverage. Both the retired teacher and his or her spouse must apply for Medicare Parts A and B when eligible. Covered retirees will be asked to maintain with the District current personal information, such as address, family status, and telephone number.

- (11) All future retirees will be eligible to participate in the "Open Enrollment" process each year, as they have as active employees. They will be notified of their annual opportunity to change from their current chosen plan to another of the plans offered to them and will be told of the proposed rates. If the retiree misses the deadline for "Open Enrollment" changes, (s)he will not be eligible for another year.
- (12) Part-time teachers who are entitled to receive pro-rata health care benefits during the summer months will have the District's portion of the costs paid by the District during these months.
- (13) Part-time teachers shall enjoy the same coverage so long as they continue pro-rata premium payment to the Board in proportion to the difference between their time worked and the time worked by a full-time teacher.
- (14) The BTF and the District will form a committee composed of representatives they each select, and which also may include representatives from other employee organizations, to study alternative



1 health insurance plans and recommend any such  
2 alternative(s) it deems appropriate.

3 B. Life Insurance

4 (1)The Board will pay the full cost of the annual  
5 premium for life insurance under the plan in effect for  
6 1969-70 for all employees. Teachers shall have the  
7 option of purchasing extra insurance benefits, when  
8 available, through personal premium payments made  
9 through payroll deductions.

10 (2)Part-time teachers will be afforded pro-rata group  
11 life insurance benefits based on the amount of  
12 time worked provided that the insurance carrier  
13 permits this to be done. Should the carrier change  
14 either benefits or rates, this matter of coverage for  
15 part-time teachers will be discussed with the  
16 Federation.

17 C. Tax Sheltered Annuities - Teachers may participate in the  
18 tax sheltered annuities program. The cost of administering the  
19 program shall be borne by the Board.

20 D. All medical examinations and tests related to application  
21 requirements for new teachers shall be paid for by the Board,  
22 provided that with the approval of the Board, teachers may  
23 be examined by their own physician at their own expense.  
24 Such approval, however, shall not prevent the Board from  
25 requiring medical examinations and/or tests by a physician  
26 of its own choosing, nor shall such approval prevent the  
27 Board from having the results of the examinations and/or  
28 tests conducted by the teacher's own physician reviewed by  
29 a physician retained by the Board. These provisions shall  
30 also apply to teachers seeking a change of position within the  
31 system. Standard immunization shall be provided free for all  
32 teachers by the Board. Nothing herein contained shall be  
33 construed to prevent the Board from exercising the rights  
34 granted to it under Section 913 of the Education Law to  
35 require medical examinations of teaching personnel in order to  
36 determine the physical or mental capacity of teachers to perform  
37 their duties. The cost of such examination shall be borne by  
38 the Board of Education.

39 E. Property Insurance - To an extent not covered by  
40 insurance, the Board shall provide reimbursement for the  
41 repair or value of clothing and personal effects, including  
42 automobiles, damaged or destroyed, while parked on or in  
43 the vicinity of the school premises when and where it is not  
44 possible to park them on school premises, during the course  
45 of or as an incident to employment provided such loss is not

caused by negligence of the claimant. The Board shall be responsible in such cases only for the cost of damage in excess of \$50. Each such claim shall be supported by a sworn affidavit by the teacher attesting to the facts and to any insurance coverage.

F. Termination Compensation

(1) Teachers with less than ten (10) years of service who leave employment with the Board through retirement shall receive a payment equal to the product of ten (10) percent, the number of days accumulated sick leave at the time of retirement, 1/200th, and the teacher's final annual salary.

Teachers with ten (10) or more years of credited service who leave employment with the Board through retirement shall receive a payment equal to the product of one (1) percent, the number of days of accumulated sick leave at the time of retirement, 1/200th, the teacher's final annual salary, and the number of years of service.

(2) Teachers with five (5) or more consecutive years of service who leave employment with the Board through termination, resignation, or death shall receive, (or their estate shall receive) a payment equal to the product of ten (10) percent, the number of days of accumulated sick leave at the time of separation, 1/200th, and the teacher's final annual salary.

Said payments for (1) and (2) above shall be paid by July 30th of the fiscal year following separation from employment. However, when the teacher requests that payment be made by December 31 of the same calendar year as the separation from employment or by January 31 of the tax year following separation from employment, said request shall be honored.

(3) Approved leaves of absence without pay shall not be deemed as interruptions of consecutive service, but shall not be counted in determining years of service.

G. Supplemental Benefit Fund

Effective July 1, 1997, the District will pay into the BTF Supplemental Benefit Fund four hundred ninety dollars (\$490.00) for each teacher during the 1997-98 school year. Effective July 1, 1998, the District will pay into the BTF Supplemental Benefit Fund five hundred dollars (\$500.00)

1 during the 1998-99 school year.

2 H. Sick Leave Bank

3 The Board of Education agrees to provide administrative  
4 cooperation with the Federation in the establishment at  
5 a time determined by the Federation of a Sick Leave Bank  
6 Program. The administration of the Sick Leave Bank shall  
7 be the responsibility of the Federation according to the  
8 rules of procedure as established by the Federation.

9 I. Early Retirement Incentive Program

10 Eligible teachers who notify the Board of Education in  
11 writing on or before August 15th or their intention to retire  
12 before September 1 of the same calendar year shall receive  
13 an Early Retirement Incentive within sixty (60) days following  
14 the effective date of their retirement. The Early Retirement  
15 Incentive shall be a percentage of the difference between the  
16 final salary of the retiree and the minimum annual beginning  
17 salary for the retiree's position at the time of retirement. To be  
18 eligible for an Early Retirement Incentive, a teacher must be  
19 eligible for retirement under the rules and regulations of the  
20 New York State Teachers' Retirement System and not have  
21 reached his or her 59th birthday before the effective date of  
22 retirement.

23 Effective 7/1/2001, teachers must have a total of twelve (12)  
24 years of service with the Buffalo Public Schools to be eligible  
25 to receive the Early Retirement Incentive.

26 Effective 7/1/2003, teachers must have a total of fifteen (15)  
27 years of service with the Buffalo Public Schools to be eligible  
28 to receive the Early Retirement Incentive.

29  
30 The percentage of the salary difference paid shall be as follows:

Effective Date	Applicable Ages 55-57	Percentage Paid
31 7/01/2001	55-57	75%
32 7/01/2002	55-57	72.5%
33 7/01/2003	55-57	70%

34  
35  
36 Effective July 1, 2001, the Early Retirement Incentive shall  
37 be a percentage of the difference between the final salary  
38 of the retiree and the annual salary for a teacher with a  
39 Master's degree at Step 1 for the retiree's position at the time  
40 of retirement.

41 J. Direct Deposit Banking Program

42 The Board agrees to provide teachers with the option of  
43 participating in a direct deposit total banking program through  
44 payroll deductions. The bank to whom the deductions will be  
45 forwarded shall be mutually agreeable to the parties.

K. BTF Extended Pay Plan 1  
 The Board agrees to permit teachers to authorize payroll 2  
 deductions to be forwarded to the BTF for the administration 3  
 of an extended pay plan. 4

L. Credit Union Authorization 5  
 The Board agrees to permit teachers to authorize payroll 6  
 deductions to be forwarded to a credit union to be designated 7  
 by the BTF. 8

M. Federation as Disbursal Agent 9  
 The Federation shall become the disbursal agent for the 10  
 Board of Education payroll deductions slot whereby 11  
 employees of the district in this and other negotiating units 12  
 authorize deductions for tax sheltered annuity purposes. 13  
 The Board shall not limit the choice of companies. The 14  
 Board shall provide the Federation with one end-check and 15  
 one computer printout on this program each payday. All payroll 16  
 deductions pursuant to this section shall be made only upon 17  
 receipt of written authorization forms provided by the Federation 18  
 and signed by the individual employees. The Federation shall 19  
 hold the District harmless against all claims, demands and 20  
 liabilities made which relate to action taken pursuant to this 21  
 section. 22

**ARTICLE XXVI (2)** 23  
 Employee Benefits 24  
 (Ratified October 17, 2016) 25  
 26

A. Health and Hospitalization 28  
 (1)Health Care Coverage, The District will provide 29  
 health insurance coverage (one indemnity and 3 30  
 HMO-type plans) with Blue Cross/ Blue Shield of 31  
 Western New York serving as the Third Party 32  
 Administrator. Employees covered under this 33  
 agreement will have the option of participating in one 34  
 of the four (4) Blue Cross/Blue Shield plans in effect 35  
 at the time of ratification. Teachers may enroll in 36  
 either the family plan or the individual plan coverage. 37  
**Enrolled full time teachers shall contribute 38**  
**the following amount annually towards health 39**  
**insurance. 40**

School Year	Individual Plan	Family Plan
2016-2017	\$500	\$1100
2017-2018	\$550	\$1300
2018-2019	\$600	\$1500

**Teachers will have the option of making healthcare contributions equally by payroll deduction from their full paychecks.**

(a) Maintenance of Benefits:

Health Care coverage provided through the plans shall be named the Buffalo City School District Plan and hereinafter referred to as "The Plan." The Plan document must be agreed upon by the parties and will be incorporated herein by reference. The Plan document will include but not be limited to the following.

- (i) As currently being provided (1999-2004) The Plan will ensure that all participating BC/ BS providers will accept The Plan's payment as is presently accepted under The Plan.
- (ii) There shall be no change in the claim payment mechanism which substantially increases the time for reimbursement or increases out-of-pocket expenses for the teacher. **Teachers requesting reimbursement for prescription co-pays that exceed the contractual maximum will use the form mutually agreed to by the Federation and the District.**
- (iii) The BC/BS provider group will continue to be the provider group (network) for The Plan.
- (iv) Appealing a claim. Any complaints under The Plan with respect to interpretation, application or payment of benefits must be processed through the "Claim Review Procedure" set forth in The Plan. If a complaint is not settled to a teacher's satisfaction, the teacher may submit the dispute directly to the current BC/BS dispute resolution process within ninety (90) days of the written determination.
- (v) Confidentiality. In all matters of providing health care coverage there will be strict

- confidentiality. 1
- (vi) Coverage will commence with a teacher's 2  
 first day of employment by the District 3  
 unless the teacher waives coverage in writing. 4
- (b) **The Plan will provide benefits at least 5  
 equal in all ways to the 1999-2000 BC/BS 6  
 insurance plan provided by the District as 7  
 modified by the October 19, 2000 collective 8  
 bargaining agreement which provides total 9  
 maintenance of benefits except for those 10  
 modified and as listed below: 11**
- Standard hospitalization 42/43 with Rider 8 12  
 (dependents to age 23), 9 (ambulance service), 13  
 (47) hospital waiver of waiting, (48) out-of-area 14  
 hospital benefit; and Select contract 60/61 with 15  
 Riders 4 (outpatient emergency care), 8 16  
 (dependents to age 23), 21 (psychiatric), 22 17  
 (ambulatory care), 47 (medical waiver of waiting) 18  
 48 (out-of-area medical benefit), cosmetic 19  
 surgery which is required and necessary as 20  
 determined by the insured's physician (**to be 21  
 eliminated four months following ratification**), 22  
 Major Medical coverage with a \$150/\$300 23  
 deductible. **Effective February 1, 2017, Rx Rider 24  
 P shall be \$10/\$25 + mail order, Rx Rider 8 25  
 shall be \$10/\$25 + mail order and co-pays for 26  
 office visits shall be \$15.** 27
- (c) In implementing The Plan, the parties agree to 28  
 the following: 29
- (i) There shall be no loss of benefits, coverage, 30  
 or enrollment eligibility for any teacher 31  
 (including those who retire subsequent to the 32  
 approval/ratification of this agreement) as the 33  
 result of the change from current health 34  
 insurance (1999-2004) to The Plan unless 35  
 expressly stated herein. 36
- (ii) There shall be no break in coverage. 37
- (2) **Effective February 1, 2017 all group health plans 38  
 for active teachers shall include coverage for 39  
 prescription drugs with co-payments of \$10 for 40  
 generic drugs, \$25 for brand name drugs and a 41  
 mail order option.** 42
- (3) All negotiating unit members and covered retirees 43  
 will participate in any District issued health insurance 44  
 survey, concerning which the Federation has been 45

1 consulted, by completing and returning same  
2 promptly to the office indicated.

3 (4) Where husband and wife are both employed by the  
4 Board, only one spouse may be enrolled and then  
5 only for "family" coverage.

6 (5)(a) Waiver Incentive: Eligible participants shall  
7 receive an annual payment of one thousand two  
8 hundred dollars (\$1,200) in a separate check  
9 payable in the second pay period in January for  
10 participation during the prior calendar year. For  
11 the purpose of the waiver, The Plan year is  
12 January through December. If an individual  
13 participating in the waiver program elects to  
14 enroll in the District's health care program, the  
15 amount of the incentive will be proportionally  
16 reduced (\$100 per month) based on the number  
17 of months the individual participated in the  
18 District's waiver program, eligibility for the  
19 incentive will cease, and the employee will be  
20 enrolled in the District's health care program of  
21 his/her choice with administrative expenses  
22 incurred reimbursed by the Board.

23 (b) Eligibility: Only full time employees who are  
24 eligible for one of the District's Health Care Plans  
25 and who can produce documentation which  
26 certifies that they have coverage for health care  
27 expenses through another source are eligible to  
28 participate in the waiver incentive program.

29 (c) Waiver Pool: The District will establish a reserve  
30 account made up of the difference between the  
31 amount the District would pay for Health Care  
32 Coverage for each of the individuals who waives  
33 coverage in a year as if the individual had been  
34 covered by the average cost family coverage  
35 alternative offered by the District during the year  
36 and the total amount paid out with respect to  
37 such year under the waiver incentive described in  
38 "A" above. Seventy-five per cent (75%) of this  
39 account shall be retained by the Board of  
40 Education. Twenty-five per cent (25%) of the  
41 account will be distributed on a per-capita basis  
42 among the eligible participants in the Waiver Pool  
43 but in no event shall the amount of the payment  
44 exceed twelve hundred dollars (\$1200) or \$100  
45 per month. Payment for participation during the

- prior calendar year will be made on an annual basis payable in the second pay period in January in a separate check. For purpose of the waiver pool, The Plan year is January through December.
- (d) Participation in the Health Care Waiver Pool: Participation in the Health Care Waiver Pool will be limited to the spouse who is not enrolled in the District health care program when both husband and wife are employed by the Board. In the situation where there is the occurrence of an event which necessitates an individual participating in the Health Care Waiver Pool program to enroll in one of the District's health care programs, participation in the Pool will cease and the individual will be enrolled in the District's Health Care program of his or her choice with any administrative expenses incurred reimbursed by the Board. The amount distributed to such individuals will be proportionately reduced based on the number of months of participation in the Pool.
- (e) At no time may a teacher participate simultaneously in both the waiver incentive and the waiver pool programs.
- (6) Full-time teachers who are absent on account of illness and who have exhausted their accumulated sick leave shall continue to receive full health and hospitalization coverage as provided in Article XXVI 2 (A)(1) to be paid by the Board for that period of illness not to exceed nine (9) months following exhaustion of sick leave.
- (7) Teachers on approved leaves of absence without pay, other than sick leave, shall have the option to continue to receive full health and hospitalization coverage as provided in Article XXVI 2 (A) (1) for the period of the leave upon quarterly reimbursement to the Board at the group plan rate.
- (8) The Board agrees to pay the full cost for health and hospitalization coverage as provided in Article XXVI 2 (A) (1) during the period of lay-off for those teachers excessed and then reemployed.
- (9) Temporary teachers who have been employed a minimum of 100 days between September 1 and June 30, and who are still on the payroll at the end of



1 the school year, shall be provided with continued  
 2 medical and hospitalization coverage throughout the  
 3 summer recess. This provision shall not apply to any  
 4 temporary teacher who meets the above stated  
 5 conditions but who cannot return because of  
 6 evaluation.

7 (10) Teachers who retire July 1, 1997 through June 30, 2001  
 8 who have fifteen (15) years of service who leave  
 9 employment with the District through retirement, are  
 10 eligible to receive retiree health insurance and who  
 11 choose to participate in the highest cost health care plan  
 12 provided by the District, will be responsible for  
 13 contributing \$320 (three hundred twenty dollars) per  
 14 year for family coverage and \$140 (one hundred forty  
 15 dollars) per year for single coverage. This contribution  
 16 will be adjusted each January 1 based on the cost of  
 17 living adjustment of Social Security benefits.

18 Payment of the retiree's share of health insurance costs  
 19 must be made on a quarterly basis.

20 At the time a teacher, who retires on or after July 1, 1997  
 21 becomes eligible, the retired teacher shall enroll in  
 22 Medicare Parts A and B.

23 Effective July 1, 2001, it is understood that "retirement"  
 24 means the receipt of Benefits from the New York State  
 25 Teachers' Retirement System within forty-five (45) days  
 26 of the date of separation from the District.

27 Such retirees will be eligible for single or family  
 28 coverage under one of the group health plans set forth  
 29 in section XXVI(A) (1), with copayments for prescription  
 30 drugs as provided for in such plans.

31 **Teachers who retire after July 1, 2017 shall, once they**  
 32 **reach the age of 65 have the option to receive benefits**  
 33 **under a Medicare Advantage Plan or plan with a**  
 34 **substantially equivalent level of benefits.**

35 Such retirees will required to contribute the following  
 36 amounts towards the cost of group health insurance  
 37 coverage:

	Each Single Coverage		Family Coverage	
	Quarterly	Annual	Quarterly	Annual
Effective 7/1/2001	\$82.50	\$330	\$165.00	\$660
Effective 7/1/2002	\$98.75	\$395	\$197.50	\$790
Effective 7/1/2003	\$118.75	\$475	\$237.50	\$950
<b>Effective 7/1/2017</b>	<b>\$150.00</b>	<b>\$600</b>	<b>\$337.50</b>	<b>\$1350</b>
<b>Effective 7/1/2018</b>	<b>\$162.50</b>	<b>\$650</b>	<b>\$375.00</b>	<b>\$1500</b>

<b>Teachers who retire prior to July 1, 2017 shall pay the same contributions in retirement as provided for in the 1999-2004 contract.</b>	1
	2
	3
The contribution required at a teacher's effective date of retirement is fixed at that amount.	4
	5
<b>Retired teachers will continue to be entitled to receive the same healthcare benefits as those they were entitled to upon retirement.</b>	6
	7
	8
Effective July 1, 2001 married retirees without dependents shall be eligible for two (2) single coverages only and not for family coverage. Both the retired teacher and his or her spouse must apply for Medicare Parts A and B when eligible.	9
	10
	11
	12
	13
Covered retirees will be asked to maintain with the District current personal information, such as address, family status, and telephone number.	14
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	16
(11) All future retirees will be eligible to participate in the "Open Enrollment" process each year, as they have as active employees. They will be notified of their annual opportunity to change from their current chosen plan to another of the plans offered to them and will be told of the proposed rates. If the retiree misses the deadline for "Open enrollment" changes, (s)he will not be eligible for another year.	17
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(12) Part-time teachers who are entitled to receive pro-rata health care benefits during the summer months will have the District's portion of the costs paid by the District during these months.	25
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(13) Part-time teachers shall enjoy the same coverage so long as they continue pro-rata premium payment to the Board in proportion to the difference between their time worked and the time worked by a full-time teacher.	29
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(14) The BTF and the District will form a committee composed of representatives they each select, and which also may include representatives from other employee organizations, to study alternative health insurance plans and recommend any such alternative(s) it deems appropriate.	33
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B. Life Insurance	39
(1)The Board will pay the full cost of the annual premium for life insurance under the plan in effect for 1969-70 for all employees. Teachers shall have the option of purchasing extra insurance benefits, when available, through personal premium payments made through payroll deductions.	40
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1 (2)Part-time teachers will be afforded pro-rata group  
2 life insurance benefits based on the amount of time  
3 worked provided that the insurance carrier permits this  
4 to be done. Should the carrier change either benefits  
5 or rates, this matter of coverage for part-time teachers  
6 will be discussed with the Federation.

7 C. Tax Sheltered Annuities - Teachers may participate in  
8 the tax sheltered annuities program. The cost of administering  
9 the program shall be borne by the Board.

10 D. All medical examinations and tests related to application  
11 requirements for new teachers shall be paid for by the  
12 Board, provided that with the approval of the Board,  
13 teachers may be examined by their own physician at their  
14 own expense. Such approval, however, shall not prevent  
15 the Board from requiring medical examinations and/or  
16 tests by a physician of its own choosing, nor shall such approval  
17 prevent the Board from having the results of the examinations  
18 and/or tests conducted by the teacher's own physician reviewed  
19 by a physician retained by the Board. These provisions shall  
20 also apply to teachers seeking a change of position within  
21 the system. Standard immunization shall be provided free  
22 for all teachers by the Board. Nothing herein contained shall  
23 be construed to prevent the Board from exercising the rights  
24 granted to it under Section 913 of the Education Law to  
25 require medical examinations of teaching personnel in order to  
26 determine the physical or mental capacity of teachers to perform  
27 their duties. The cost of such examination shall be borne by  
28 the Board of Education.

29 E. Property Insurance -To an extent not covered by  
30 insurance, the Board shall provide reimbursement for the repair  
31 or value of clothing and personal effects, including automobiles,  
32 damaged or destroyed, while parked on or in the vicinity of the  
33 school premises when and where it is not possible to park them  
34 on school premises, during the course of or as an incident to  
35 employment provided such loss is not caused by negligence  
36 of the claimant. The Board shall be responsible in such cases  
37 only for the cost of damage in excess of \$50. Each such claim  
38 shall be supported by a sworn affidavit by the teacher attesting  
39 to the facts and to any insurance coverage.

40 F. Termination Compensation

41 (1)Teachers with less than ten (10) years of service who  
42 leave employment with the Board through retirement  
43 shall receive a payment equal to the product of ten  
44 (10) percent, the number of days accumulated sick  
45 leave at the time of retirement, 1/200th, and the

- teacher's final annual salary. Teachers with ten (10) or more years of credited service who leave employment with the Board through retirement shall receive a payment equal to the product of one (1) percent, the number of days of accumulated sick leave at the time of retirement, 1/200th, the teacher's final annual salary, and the number of years of service.
- (2) Teachers with five (5) or more consecutive years of service who leave employment with the Board through layoff (teachers not terminated for cause), resignation, or death shall receive, (or their estate shall receive) a payment equal to the product of ten (10) percent, the number of days of accumulated sick leave at the time of separation, 1/200th, and the teacher's final annual salary.
- Said payments for (1) and (2) above shall be paid by July 30th of the fiscal year following separation from employment. However, when the teacher requests that payment be made by December 31 of the same calendar year as the separation from employment or by January 31 of the tax year following separation from employment, said request shall be honored.
- (3) Approved leaves of absence without pay shall not be deemed as interruptions of consecutive service, but shall not be counted in determining years of service.

G. Supplemental Benefit Fund

**Effective as soon as possible after ratification, the District provides the BTF with a one-time \$350,000 contribution towards the Supplemental Benefit Fund. Effective July 1, 2016, the District will pay into the BTF Supplemental Benefit Fund five hundred fifty dollars (\$550) for each teacher during the 2016–2017 school year.**

**Effective July 1, 2017, the District will pay into the BTF Supplemental Benefit the District will pay into the BTF Supplemental Benefit Fund five hundred seventy-five dollars (\$575) for each teacher during the 2017-2018 school year. Effective July 1, 2018, the District will pay into the BTF Supplemental Benefit Fund six hundred dollars (\$600) for each teacher during the 2018-2019 school year.**

H. Sick Leave Bank

The Board of Education agrees to provide administrative cooperation with the Federation in the establishment at a time determined by the Federation of a Sick Leave Bank Program. The administration of the Sick Leave Bank shall be the responsibility of the Federation according to the rules of

1 procedure as established by the Federation.

2 I. Early Retirement Incentive Program

3 **Eligible teachers (ages 55-57) who notify the Board of**  
4 **Education in writing of their intention to retire will receive**  
5 **an Early Retirement Incentive within sixty days following**  
6 **the effective date of their retirement.**

7 The BTF and the District strongly encourage, though do  
8 not mandate, that teachers notify the Board of Education in  
9 writing, on or before May 31 of their intention to retire before  
10 September of the same year. **Teachers may send such notice**  
11 **upon attaining age fifty-four (54).** The Early Retirement  
12 Incentive shall be 70% of the difference between the final  
13 salary of the retiree and the annual salary for a teacher with a  
14 Master's degree at Step 1 for the retiree's position at the time  
15 of retirement. To be eligible for an Early Retirement Incentive,  
16 a teacher must be eligible for retirement under the rules and  
17 regulations of the New York State Teachers' Retirement System  
18 and not have reached his or her 59th birthday before the  
19 effective date of retirement. **A teacher may turn fifty-eight (58)**  
20 **and maintain eligibility provided such notice is sent when**  
21 **the teacher is fifty-seven (57) years old.** Effective 7/1/2003,  
22 teachers must have a total of fifteen (15) years of service with  
23 the Buffalo Public Schools to be eligible to receive the Early  
24 Retirement Incentive.

25 J. Direct Deposit Banking Program

26 The Board agrees to provide teachers with the option of  
27 participating in a direct deposit total banking program through  
28 payroll deductions. The bank to whom the deductions will be  
29 forwarded shall be mutually agreeable to the parties.

30 K. BTF Extended Pay Plan

31 The Board agrees to permit teachers to authorize payroll  
32 deductions to be forwarded to the BTF for the administration  
33 of an extended pay plan.

34 L. Credit Union Authorization

35 The Board agrees to permit teachers to authorize payroll  
36 deductions to be forwarded to a credit union to be designated  
37 by the BTF.

38 M. Federation as Disbursal Agent

39 The Federation shall become the disbursal agent for the  
40 Board of Education payroll deductions slot whereby employees  
41 of the district in this and other negotiating units authorize  
42 deductions for tax sheltered annuity purposes. The Board shall  
43 not limit the choice of companies. The Board shall provide the  
44 Federation with one end-check and one computer printout on  
45 this program each payday. The Federation shall become the

disbursal agent for a Board of Education payroll deduction slot 1  
whereby employees may authorize deductions for investment 2  
purposes. The Board shall provide the Federation with one 3  
end-check and one computer printout on this program each 4  
payday. All payroll deductions pursuant to this section shall be 5  
made only upon receipt of written authorization forms provided 6  
by the Federation and signed by the individual employees. The 7  
Federation shall hold the District harmless against all claims, 8  
demands and liabilities made which relate to action taken 9  
pursuant to this section. 10

## ARTICLE XXVII 11

### Medical and Dependent Care Spending Accounts 12

#### "SECTION 125 OF THE INTERNAL REVENUE 13 CODE PLAN" 14

The Section 125 plan developed by the parties in accordance 15  
with the Internal Revenue Service Code (Section 125) shall 16  
be incorporated through this reference into this contractual 17  
agreement between the parties. 18  
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## ARTICLE XXVIII 21

### Sick Leave 22

A. All probationary and permanent employees of the Board 23  
shall be allowed an accumulated sick time allowance for 24  
personal illness or illness in the immediate family under the 25  
conditions set forth below. 26  
27  
28

(1) For personal illness (as negotiated and signed by the 29  
Federation and Board on November 6, 1996). 30

(a) For personnel employed on a ten-month schedule, 31  
twelve (12) days per school year with full pay shall 32  
be provided. The total unused portion of the annual 33  
sick days' allowance shall be permitted to 34  
accumulate up to two hundred twenty (220) days 35  
subject to the extensions provided for below. 36

(b) Days of sick time allowance granted at full or half pay 37  
shall be credited as days of service for increment 38  
purposes. 39

(c) Time used on sick time allowance shall be deducted 40  
from accrued sick time allowance. 41

(d) Employees who shall have served for a period of ten 42  
(10) years or more, may upon exhaustion of their sick 43  
time allowance at full pay as herein provided, apply 44  
for and be granted an additional thirty (30) days of 45

1 sick time allowance at full pay. Upon exhaustion of these  
2 thirty days, a teacher may apply for and be granted a  
3 second thirty (30) days of additional sick time allowance  
4 at full pay.

5 (e) Each 30-day extension of sick time allowance shall  
6 be specifically authorized by the Board upon  
7 recommendation by the Superintendent. In such latter  
8 cases, if teachers are not hospitalized they may be  
9 required to undergo an examination by a doctor  
10 appointed by the Board. The additional full pay  
11 allowances may be granted not more than once  
12 during a ten (10) year period and any unused portions  
13 of such additional leave will not be cumulative.

14 (f) The principal or Division Head or Superintendent may  
15 require a doctor's statement at any time in the case of  
16 absence on account of illness.

17 (2) For Illness in the Immediate Family - The utilization  
18 of sick time allowance for illness in the immediate family  
19 is authorized provided that the use of sick time  
20 allowance for this purpose shall in no case exceed ten  
21 (10) days. The use of time for this purpose shall be  
22 charged against accumulated sick time allowance of the  
23 individual. Immediate family, for purposes of these  
24 regulations, shall include a parent, child, brother, sister,  
25 grandparent, husband, wife, parent of husband or wife,  
26 or any relative permanently residing in the personal  
27 household in which the employee resides.

28 B. Temporary Teachers – Temporary teachers appointed by  
29 the Board for periods of service not to exceed one (1) year shall  
30 be granted sick time allowance for personal illness as follows:

31 (1) Personal Illness - Beginning with the 1980-81 school  
32 year, upon employment, temporary teachers shall be  
33 credited with two (2) days in addition to one (1) day  
34 at full pay for each month of service or major fraction  
35 thereof, within a given school year. Any unused portions  
36 of sick time allowance granted to temporary teachers  
37 shall be cumulative in accordance with the provisions  
38 of subparagraph A (1) (a) of this Article in those  
39 cases where the services of temporary teachers  
40 through reappointment or appointment to probationary  
41 status, are continued during successive fiscal years.  
42 Temporary teachers shall also be permitted to  
43 accumulate unused portions of sick time allowance  
44 in non-successive fiscal years which they work  
45 subsequent to fiscal year 1979-80. Temporary teachers,

- upon employment, shall be credited with two (2) days in addition to the one (1) day at full pay for each month of service as provided for above.
- (2) If at the end of a school year a temporary teacher has accumulated unused sick leave credit, such credit may be used to reimburse the teacher for sick leave taken without pay during the year because of the unavailability of sick leave credit at the time of the illness.
- (3) Day school temporary teachers assigned for less than full-time, but half-time or more, shall be allowed pro-rata sick leave benefits based on the amount of time worked and the leave provided in paragraph B(1) above and other leave as provided in Article XXXII.
- Day school temporary teachers who work the equivalent of two (2) days per week shall be entitled to five (5) days of sick leave benefits annually. Day school temporary teachers who work the equivalent of one (1) day per week shall be entitled to two (2) days of sick leave benefits annually.
- C. All permanent and probationary teachers (except as provided in subparagraph (3) below) shall be credited with and may use their annual and accumulated sick leave allowances as of the first day of their employment year, even though they have not been able to report for duty on that day, provided that:
- (1) Teachers notify the school or Personnel Office that they will be unable to report because of illness, or death or serious illness in the immediate family, or for any other reason for which they are entitled to be absent from duty.
- (2) Teachers terminating their service prior to the end of the school year not as a result of illness, shall have deducted from their last pay warrant any pay received for used sick time that is unearned.
- (3) The provisions of this paragraph shall not apply to the initial year of employment. In such cases the teacher shall be credited with such annual sick leave prospectively upon reporting for service.

## **ARTICLE XXIX**

### Personal Leave

- A. Personal Leave - All full-time teachers shall be entitled to take up to five (5) days of paid personal leave annually for observance of traditional and customary religious holidays



1 where absence or abstention from work is required or  
2 customary, and for urgent personal business which cannot be  
3 performed during non-school hours subject to the following  
4 conditions:

5 (1) Personal leave taken pursuant to this paragraph shall  
6 not be deducted from accumulated sick time allowance.  
7 When a teacher has exhausted his sick time allowance,  
8 his unused personal leave days, if any, may be  
9 converted to sick leave. Personal leave days remaining  
10 unused at the end of the fiscal year shall be added to  
11 the teacher's sick leave accumulation on July 1st.

12 (2) Personal leave may not be taken on the day before or  
13 the day after a holiday unless a request, specifying the  
14 reason, is made and approved.

15 (3) For days other than those specified above, the teacher  
16 shall sign a statement certifying that such personal  
17 leave is being taken to conduct urgent personal  
18 business which cannot be performed during non-school  
19 hours. Temporary teachers assigned for less than full  
20 time, but half time or more, shall be allowed pro-rata  
21 personal leave benefits based on the amount of time  
22 worked and the leave provided in paragraph A above.

23 (4) The above shall not preclude the granting of personal  
24 leave without pay where conditions do not warrant leave  
25 with pay.

26 (5) Whenever possible, advance notice of forty-eight (48)  
27 hours shall be given before the use of a personal day.

28 B. Funeral of Friend or Relative - Other than the immediate  
29 family, with the approval of the Superintendent or a designee,  
30 not to exceed two (2) days at full pay for each school year to  
31 be used as personal leave. If no personal leave is available,  
32 deduction will be made from sick leave. Additional absences to  
33 attend the funeral of a friend or relative shall be deducted from  
34 the accumulated sick time allowance.

35 C. Graduation and Awards - To attend the teacher's own  
36 graduation or ceremonies at which the teacher is the recipient  
37 of an award or special honor, one (1) day with full pay, a  
38 second day without pay if required. To attend the graduation of  
39 a member of the immediate family, as elsewhere defined in this  
40 Contract, one (1) day with pay and a second day without pay if  
41 required, when authorized in advance by the Superintendent  
42 of Schools. As defined elsewhere in this contract and when  
43 authorized by the Superintendent such absences shall be  
44 granted from personal leave.

**ARTICLE XXX**  
Leaves of Absence

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Except as expressly authorized by the Board of Education or by the Superintendent of Schools, leaves of absence shall be limited to those specified in this Article.

A. Leave of Absence - Leaves of absence may be granted to permanent and probationary employees of the Board of Education as follows:

(1) Leaves of Absence for Study, Travel, and Special Services - Leaves of absence with, or without, pay may be granted to probationary and permanent employees of the Board for study, travel, or special services when approved in advance by the Superintendent of Schools under the following conditions:

(a) Leaves of Absence for Study - Study for which leaves may be granted shall be limited to study in an accredited institution of higher learning or under a fellowship grant from a recognized foundation or research organization engaged in educational research. Plans for such study shall be submitted to the Superintendent in writing in advance, and shall be so designed as to improve the teachers' skill and competence in their area of service.

(b) Leave for Travel - Leaves for travel may be granted for the following reasons:

(i) Travel conducted by an accredited institution of higher learning for which course credit is granted by the institution.

(ii) Travel planned cooperatively with the Superintendent of Schools, plans for which shall have been submitted in writing and approved in advance. Such plans shall constitute a predetermined program designed to improve the individual's competence.

(c) Leaves for Special Service – Special service leaves may be granted for full time service when such service is directly related to the teacher's area of work. Such leaves shall be limited to special service performed for or with an institution of higher learning, a foundation or research organization, a state education department, the United States Office of

1 Education, the Peace Corps, or similar  
2 institutions or organizations, plans for which shall  
3 have been submitted in writing and approved in  
4 advance. Such plans shall constitute a  
5 predetermined program designed to improve the  
6 individual's competence. Leaves may not be  
7 granted for the purpose of accepting a regular  
8 position in another school system, except for  
9 approved participation in an exchange teacher  
10 program.

11 (d) Time during which the individual is on leave for  
12 study, travel or special service, as described in  
13 this Article, or on political leave as described in  
14 Article XXXI shall be credited toward increment  
15 and longevity. Sick time allowance may not be  
16 used, nor does it accrue in connection with leave  
17 for study, travel or special service. Upon return  
18 from leaves of absence as indicated above,  
19 teachers shall submit to the Board evidence of  
20 the fulfillment of the purpose for which the leave  
21 was granted. Should such evidence not be  
22 submitted in a timely manner, credit for increment  
23 shall be withdrawn.

24 (e) Temporary Teachers, Special Consideration –  
25 Temporary teachers who leave service for  
26 study, travel, or special services as described  
27 in paragraphs (a), (b), or (c) of subparagraph A  
28 (1) above shall, upon reapplication for  
29 employment, have such leave experience given  
30 due consideration.

31 (2) Application for Leaves - Formal application for leaves  
32 of absence specified in Paragraphs (a), (b) and (c) of  
33 this subdivision are to be submitted to the  
34 Superintendent on prescribed forms at least thirty  
35 (30) days before the effective date of leave; provided  
36 that application for leaves effective September  
37 1, must be filed no later than the preceding July  
38 1. Such application shall certify (i) purpose of the  
39 leave, (ii) plans for the use of the leave, (iii) date  
40 upon which the individual shall return to service, and  
41 (iv) agreement that failure to return to active service  
42 on the expiration of the leave granted shall be  
43 deemed by the Board of Education and the individual  
44 to constitute a resignation unless such failure is the  
45 result of illness or some other factor that precludes

the good intentions of the teacher to return to service on the date of expiration. 1

B. Military Service - Leaves of absence for military service may be granted with or without pay, as provided in New York State Law governing military service and training. 2

C. Sick Leave Without Pay - Whenever employees exhaust their sick time allowance and any extension thereof, they shall immediately apply to the Superintendent for sick leave without pay for a definite period of time not to exceed the end of the current school year, subject to renewal upon further application in each of two (2) successive years, or they may apply for retirement or they may submit a letter of resignation. In the case of application for sick leave without pay, the individual shall supply the Superintendent with a physician's medical certificate. Application for sick leave without pay, together with a statement of the physician is to be submitted at least ten (10) days before exhaustion of sick time allowance whenever possible. 3

D. Maternity Leave - An employee who becomes pregnant may upon or before exhaustion of sick leave apply for and be granted a maternity leave without pay. Application for maternity leave without pay together with a physician's certification is to be submitted to the Superintendent of Schools at least ten (10) days before the effective date of the leave whenever possible. 4

E. Child Care Leave - An employee may apply for and shall be granted a leave without pay for the purpose of remaining at home to care for a child. This leave shall be for one (1) year and shall be renewable to a maximum of two (2) years for a total of three (3) years per child care leave. In any case where a child care leave has been granted, the employee shall notify the Superintendent in writing at least one month prior to the termination of such leave of an employee's intention to return, resign or apply for an extension of the leave. The Superintendent may adjust the date of the return from such leave to coincide with the interest of the pupils. Where a consecutive birth occurs before the expiration of the original child care leave, the employee is to apply for a new child care leave as described above. Such leave shall be limited to one (1) additional consecutive application. 5

F. Adopted Child - A leave of absence without pay may be granted to care for an adopted child as follows: If the child is less than one (1) year old at the time of adoption, said leave shall not exceed two (2) years; otherwise such leave shall not exceed one (1) year. Upon application of the employee, an extension of such leave may be granted for a period not to exceed one (1) year. In the case of a teacher, the Superintendent is authorized 6

1 to adjust the date of return from such leave to coincide with the  
2 beginning of a school term. In all cases where a leave to care  
3 for an adopted child has been granted, employees shall notify  
4 the Superintendent in writing, at least one (1) month prior to  
5 termination of such leave, of their intention to return, resign or  
6 to apply for an extension of leave.

7 G. Family Illness - A leave of absence without pay shall be  
8 granted for up to a two (2) year period for the purpose of caring  
9 for a sick member of a teacher's immediate family.

10 H. One leave of absence without pay for a period of not more  
11 than one (1) year may be granted, upon application, to contract  
12 teachers for the purpose of accompanying their spouse who  
13 have been relocated to another community.

14 Teachers shall not accrue any increment or other benefits  
15 from the period of such leave.

16 I. Permanent teachers who have completed ten years of  
17 service within the system or have the equivalent as defined in  
18 Article XXV shall be eligible to apply for and receive leaves of  
19 absence without pay of up to two years.

20 Leaves granted under this provision shall be taken in units of  
21 not less than a full school year and shall begin on September  
22 1 of the first year and terminate on June 30 of the final year.  
23 Leaves of absence granted under this provision shall not be  
24 counted for increment purposes or towards years of service  
25 and the persons on leave shall not be entitled to receive or  
26 accrue salary or employee benefits from the Board of Education  
27 while on leave.

28 At no time shall the number of persons on leave under  
29 this provision exceed 10% of those eligible. If the number  
30 applying exceeds the number eligible, seniority shall be used  
31 to determine who shall be granted leave.

32 J. A teacher on leave of absence without pay shall not be  
33 disqualified from serving as a day-to-day substitute while on  
34 leave.

## 35 **ARTICLE XXXI**

### 36 Authorized Absences for Special Conditions

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39 Authorized absence may be granted to temporary, probationary  
40 and permanent employees under the following conditions:

41 A. Official Business - For attendance upon official business  
42 of the School Department when and as approved by the  
43 Superintendent or an authorized representative, with full pay.

44 B. Conference and Workshops - For attendance at  
45 professional meetings, conferences, workshops for professional

improvement, when approved in advance by the Superintendent or an authorized representative with pay. Such leave shall not be deducted from personal leave entitlement. 1  
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C. Jury duty or other service required by law, court order or other governmental authority beyond control of the individual and necessitating absence from duty - with full pay, upon condition that during such service, a teacher shall be required, when feasible, to perform the duties of the position. Paid leave of absence under this subdivision shall not be deducted from accumulated sick time allowance or personal leave allowance. 4  
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D. Death in the Immediate Family - As defined in Article III p.3 of this Contract, for a period not to exceed five (5) working days, at full pay, with no deduction from accumulated sick time allowance. 13  
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E. Absence for Part of Working Day – Attendance for the major part of either the morning or the afternoon may, at the discretion of the principal or Division Head, be allowed attendance for a half of a working day. Absence for part of a working day shall be subject to the general rules for absences, the deduction, if any, being half of the deduction for a full working day. All such absences, whether with or without deduction, shall be reported on the service record. 17  
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F. Political Leave - Upon request, permanent and probationary teachers shall be granted political leaves in accordance with the following provisions. 25  
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(1) With thirty (30) calendar days' notice, a teacher shall be granted up to four (4) weeks leave without pay for the purpose of campaigning as a candidate in a civic election for public election. 28  
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(2) At the end of the leave, the Board shall return the teacher to the same or reasonably comparable position. 32  
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(3) The Board shall extend to the teacher who is elected or appointed to public office a leave of absence or absences without pay as needed to fulfill the terms of office. However, said leave may be limited by the Board to a maximum of six (6) years. At the conclusion of such leave of absence, the teacher shall be returned to the same or a reasonably comparable position. 34  
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1 **ARTICLE XXXII**

2 Pay for Holidays, Board Days, Conference Days  
3 and Other Days when Schools are Closed  
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5 All temporary, probationary and permanent teachers shall be  
6 entitled to regular pay for all days when the schools are closed.  
7 Illness or short term leaves with pay spanning such days when  
8 the schools are closed shall not be a basis for denying teachers'  
9 pay for such days. There shall be no loss of sick time benefits  
10 for these days, provided the teacher has sick leave credits on  
11 the day prior to the holiday.  
12

13 **ARTICLE XXXIII**

14 Absence Due to Severe Weather  
15 and Other Emergency Conditions  
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17 A. Teachers shall receive pay for absence on account  
18 of abnormally severe weather conditions in the Buffalo  
19 Metropolitan Area when certified by the Principal or Division  
20 Head and approved by the Superintendent of Schools.

21 B. The official closing of schools by the Superintendent of  
22 Schools on account of severe weather or other emergency  
23 conditions shall not result in a loss of pay.

24 C. Any teacher who is on sick leave with pay when schools are  
25 closed due to severe weather or other conditions shall receive  
26 the same pay as the teacher would have received if school had  
27 been in session on such days. No deduction from days of sick  
28 time allowance shall be made for such days.  
29

30 **ARTICLE XXXIV**

31 Absence Due to Work Related Injury and Illness  
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33 A. The Board of Education shall provide for all employees  
34 covered by this agreement under the Workers' Compensation  
35 Law of New York State.

36 B. Days allowed for absence due to injuries or illness suffered  
37 on school premises or in line of duty covered by Workers'  
38 Compensation, subject to certification by a duly qualified  
39 physician as to duration of the disability, shall not be deducted  
40 from sick time allowance. In such circumstances, the Board  
41 will continue to pay the teacher's regular pay and benefits for  
42 the period involved and the salary allowance paid the teacher  
43 under Workers' Compensation will be assigned to the board as  
44 set forth below.

45 As permitted by Workers' Compensation law, the District

reserves the right to schedule the claimant to be periodically  
examined by a physician to verify the continuation and extent  
of the claim.

C. In such circumstances where the injury/illness is a result  
of an assault, harassment, or menacing, directed at the teacher  
or another, (as set forth in the New York Penal Law), the Board  
will continue to pay the teacher's regular pay and benefits for  
the period involved to a maximum of five (5) years (60 months  
from the date of injury or the date of the diagnosis of the work  
related illness) and the salary allowance paid the teacher under  
workers' compensation law will be assigned to the District. In  
work related injuries/illness other than those described above,  
the Board will continue to pay the teacher's regular pay and  
benefits for the period involved for a maximum of two (2) years  
(24 months from the date of injury or the date of the diagnosis  
of the work related illness) and the salary allowance paid the  
teacher under Workers' Compensation law will be assigned to  
the District. **For teachers injured after January 1, 2017, where  
a teacher is unable to work due to a work-related illness  
or injury, other than one caused by an assault, the Board  
of Education shall continue the teacher's regular pay and  
benefits while the teacher is unable to work for a period  
of up to one (1) year.** If such absence persists beyond the  
periods outlined above, from the date of the first absence, each  
day of absence thereafter shall be deducted from the teacher's  
accumulated sick leave allowance, if any, until it is exhausted.  
Any further such absence shall be paid in accordance with the  
schedule from the Workers' Compensation Board.

D. Absence of a teacher who has contracted a pediatric  
communicable disease shall be treated according to the  
applicable provisions of this section.

E. The report of work related injury or illness by a teacher  
must be reported to a teacher's principal or supervisor promptly.

F. As permissible by law, the District may assign to "light  
duty" those teachers whose physician have indicated they may  
return to work when the specific restrictions and limitation are  
accommodated.

G. The Federation and the District agree to establish a joint  
Labor/Management Safety committee composed of three  
members appointed by the Superintendent and three members  
appointed by the Federation. Included among, but not limited  
to, the committee's responsibilities shall be a review of "light or  
restricted" duty assignments.



1 **ARTICLE XXXV**

2 Sabbatical Leave (See Appendix E)

3  
4 A. During each school year, a Sabbatical Leave at half pay  
5 (1/2) for a full year of leave or at full pay for one-half (1/2) year  
6 of leave may be granted to one percent (1%) of the permanent  
7 teachers who have completed seven (7) years of service within  
8 the system or have the equivalent as defined in Article XXV  
9 hereof.

10 B. Policy on Sabbatical Leaves

11 The purpose of granting sabbatical leaves to teachers  
12 and other staff members is to improve instruction, to add to  
13 the professional skills of the instructional staff members and  
14 to encourage individual research and travel for the ultimate  
15 advantage of the Buffalo Public Schools. For the purpose of  
16 administering this policy, a sabbatical leave is defined as a leave  
17 for one semester at full pay or for two consecutive semesters  
18 at one-half pay applied for and granted under the provisions of  
19 this policy. The policy shall be as follows:

20 (1) Permanent contract members of the instructional  
21 staff who are on active duty status and who have  
22 rendered satisfactory credited service with the Buffalo  
23 Public Schools for at least seven years prior to the  
24 school year for which application is made, may be  
25 granted a sabbatical leave of absence for the purpose  
26 of study or travel for not less than one full semester or  
27 more than two consecutive semesters subject to the  
28 following conditions:

29 (a) The maximum number of sabbatical leaves of  
30 absence authorized annually for members of the  
31 instructional staff represented by the Federation  
32 shall be the number specified in the contract in  
33 effect between the Federation and the Board.

34 (b) Educational objectives leading to the improvement  
35 of the practice of instruction will be given the highest  
36 priority. In cases where applications for sabbatical  
37 leaves of absence exceed the number authorized,  
38 precedence in granting such leaves shall be based  
39 on the significance of the educational objectives  
40 for which the leave is requested and on seniority  
41 of service in the Buffalo Public Schools.

42 (c) Staff members on sabbatical leave of absence shall  
43 receive full salary for a semester leave of absence  
44 or one-half salary for a two semester leave of  
45 absence. Such salary shall be subject to all regular

- payroll deductions. 1
- (d) Applicants for a sabbatical leave of absence must 2  
include with their application a written agreement 3  
to remain in the employ of the Board for one year, 4  
such time to begin immediately upon the expiration 5  
of such leave, or in the case of resignation, to refund 6  
to the Board such portion of the salary paid during 7  
the leave of absence as the unexpired portion of 8  
the year shall bear to said period. 9
- (e) The period of leave of absence shall count as 10  
regular service for the purpose of salary increment, 11  
retirement, life insurance coverage, and health 12  
insurance coverage and shall not count for the 13  
purpose of accumulating sick leave entitlement. A 14  
person on sabbatical leave of absence shall not be 15  
entitled to sick leave or other paid leave during such 16  
sabbatical. 17
- (f) Personnel shall not be eligible for another sabbatical 18  
leave until seven years of credited service with 19  
the Buffalo Public Schools shall have expired 20  
following reinstatement from a prior sabbatical leave. 21
- (2) Applications for sabbatical leaves of absence shall be 22  
submitted in writing to the Superintendent of Schools 23  
not later than March 1 for leaves starting at the 24  
beginning of a school year or not later than October 25  
1 for leaves starting at the beginning of the second 26  
semester. Applications must contain a statement of the 27  
definite purpose for which the leave of absence is 28  
desired. In case of sabbatical leave for study, this 29  
statement must include the institution at which 30  
the individual is to study and the courses to be pursued 31  
either leading to an advanced degree or in the pursuit 32  
of an educational objective or research study. In cases 33  
of sabbatical leave for travel, a plan of travels must be 34  
submitted with justification of the educational objectives 35  
to be gained in support of the person's area of 36  
professional interest. 37
- (3) A committee, composed of three members appointed 38  
by the Superintendent and three members appointed 39  
by the Federation, shall review applications for sabbatical 40  
leaves and make recommendations to the 41  
Superintendent of Schools. The decision of the 42  
Superintendent shall be final. 43
- (4) Approved applications for sabbatical leave shall be 44  
submitted to the Board for approval in April for leaves 45

1 starting at the beginning of the first semester and in  
2 November for leaves starting at the beginning of the  
3 second semester.

4 (5) Staff members shall not engage in study for another  
5 trade or profession or in gainful full-time employment  
6 while on a sabbatical leave of absence.

7 (6) Upon returning from sabbatical leave, each person  
8 shall present a full report regarding the use of the  
9 leave to the division head for forwarding to the  
10 Superintendent of Schools.

11 (7) A staff member returning from sabbatical leave of  
12 absence shall normally be reinstated to the teacher's  
13 former assignment. In the event that circumstances  
14 render it not feasible to reinstate the staff member to  
15 the teacher's former assignment, an alternative  
16 assignment shall be made with preferences of the staff  
17 member honored wherever feasible. The staff  
18 member shall have the right, upon request, to discuss  
19 such assignment before it becomes final directly with  
20 the teacher's immediate Director or Supervisor. If  
21 requested, the Associate Superintendent for  
22 Instructional Services shall attend such discussion.  
23 (See Appendix E).

## 24 **ARTICLE XXXVI**

### 25 **General Leave Provisions**

26  
27  
28 A. In an emergency, a leave form shall be completed by the  
29 teacher and submitted through channels immediately upon  
30 the return to work. It is expected that a teacher will notify the  
31 principal of the circumstances as soon as feasible.

32 B. Leaves of absence granted for reasons other than illness,  
33 or personal business, shall not affect accumulated sick leave.

34 C. Permanent or probationary teachers returning from  
35 leaves of absence shall be given the same or similar positions  
36 upon returning provided they are entitled to such position in  
37 accordance with their seniority in their tenured area.

38 D. Teachers who apply for leaves without pay for any purpose  
39 shall be provided with a written statement of accredited service  
40 accumulated during that school year for increment purposes at  
41 a date prior to the effective date of the leave.

**ARTICLE XXXVII**  
Maintenance of Benefits

A. All terms and conditions of employment, including teaching hours, extra compensation for work outside regular teaching hours, relief periods, leaves, and general working conditions, shall be maintained at not less than the highest minimum standards in effect in the system at the time this Contract is signed, provided that such conditions shall be improved for the benefit of teachers as required by the express provisions of this Contract. This Contract shall not be interpreted or applied to deprive teachers of professional advantages which constitute terms and conditions of employment heretofore enjoyed unless expressly stated herein.

B. No existing Board policies, instructions, or handbooks shall in any way limit the rights granted teachers in this Contract. Any portion of the existing documents that is inconsistent with this Contract shall be ineffective.

**ARTICLE XXXVIII**  
Subcontracting

The Board shall not hire individuals to perform instructional work presently performed by members of the teachers' bargaining unit without the express written consent of the Federation.

Buffalo Public School students and their families may be provided with family therapy, psychiatric counseling, medication evaluation and other social services that are not being performed by Buffalo Public School personnel.

In conformance with the above, it is agreed that in no case will non-bargaining unit individuals perform bargaining unit work.

**ARTICLE XXXIX**  
Miscellaneous

A. Suggestions relating to the menus for teachers' lunches may be discussed by the Federation Building Committee with the principal and the Cook-Manager.

B. The Federation shall be given a place on the agenda of the Orientation Program for new teachers.

C. All teachers shall be entitled to attend, free of charge, all school activities, including athletic events.

D. This Contract shall supersede any rules, regulations or practices of the Board which shall be contrary or inconsistent

1 therewith, nor shall the terms contained in any individual  
2 contracts heretofore in effect, which may be contrary or  
3 inconsistent, prevail. Any contracts with individual teachers  
4 shall be made expressly subject to the terms of this Contract.

5 E. Copies of this Contract, incorporating all amendments  
6 thereto, in a format developed jointly by the Federation and  
7 the Board shall be presented to all teachers now employed or  
8 hereafter employed by the Board. The Board shall reimburse  
9 the Federation for one-half (½) the cost of printing the contract.

10 F. This Contract may not be modified in whole or in part by  
11 the parties except by an instrument in writing duly executed  
12 by both parties, and no departure from any provisions of  
13 this Contract by either party, or by their officers, agents or  
14 representatives, or by members of the negotiating unit, shall  
15 be construed to constitute a continuing waiver of the right to  
16 enforce such provision.

17 G. No action of the Board shall limit the individual rights of  
18 full citizenship of all teachers.

19 H. Channels of Communications - Except as otherwise  
20 provided in this Contract, communications by a group of  
21 teachers concerning a particular school shall be sent to the  
22 principal as the responsible head of the school five days before  
23 being sent to Central Office administrators of the Assistant  
24 Superintendency rank or higher.

## 25 **ARTICLE XL**

### 26 **Agency Shop and Financial Responsibility**

27  
28  
29 A. The Board and Federation recognize that the negotiation  
30 and administration of collective agreements and related  
31 activities entail expenses which are appropriately shared by  
32 all employees covered by such agreements. They further  
33 recognize that the Federation by reason of its status as the  
34 "exclusive representative" of all employees in the negotiating  
35 unit is obligated to fairly represent all such employees without  
36 regard to their membership in the Federation. In consideration  
37 thereof, the Board agrees to deduct from the wages of all  
38 employees in the negotiating unit who are not members of the  
39 Federation, any agency fee in the amount equivalent to the  
40 dues of the Federation and to promptly transmit the sums so  
41 deducted to the Federation.

42 B. Deduction of this agency fee provided for in Section 1 of  
43 this Article shall be made, consistent with the dues deduction  
44 schedule of this Agreement. The Board agrees to furnish the  
45 Federation with an alphabetical listing showing the names of all

employees from whose salary such fees have been deducted. 1  
Deductions for employees in the unit who are hired after October 2  
1 of any school year shall be appropriately prorated so as to 3  
complete deduction of the annual agency fee by the end of 4  
each school year. 5

C. The Board and the Federation agree to furnish to each 6  
other any information needed by either of them to fulfill the 7  
provisions of this Article. 8  
9

## ARTICLE XLI 10

### Conformity to Law — Saving Clause 11

A. The terms of this Contract shall not apply where 12  
inconsistent with constitutional, statutory or other legal 13  
provisions. If any provision of this Contract is found to be 14  
contrary to law by the Supreme Court of the United States, or 15  
by any court of competent jurisdiction from whose judgement 16  
or decree no appeal has been taken within the time provided 17  
for doing so, such provision shall be modified forthwith by the 18  
parties hereto to the extent necessary to conform thereto. In 19  
such case, all other provisions of this Contract shall remain in 20  
effect. 21  
22

B. Conformity to Taylor Law, Section 204-a “It is agreed by 23  
and between the parties that any provision of this agreement 24  
requiring legislative action to permit its implementation by 25  
amendment of law or by providing the additional funds therefor, 26  
shall not become effective until the appropriate legislative body 27  
has given approval.” 28  
29

## ARTICLE XLII 30

### Duration of Contract 31

This agreement shall be effective **as ratified on October 17,** 32  
**2016** and shall continue in full force and effect through **June** 33  
**30, 2019.** 34  
35

The Agreement is subject to formal adoption by the Board at 36  
a meeting of the Board to be held as soon as possible. This 37  
agreement is also subject to ratification by the membership of 38  
the Federation. The negotiating committee of the Federation 39  
agrees to recommend such ratification. 40

IN WITNESS of this Agreement dated **October 16, 2016,** 41  
the parties hereinto set their hands and seals this **17th day** 42  
**of October, 2016.** 43  
44  
45

**APPENDIX A**  
**2003-2004 BTF Salary Schedule - Effective February 1, 2004**

STEP	BS	BS+10	BS+20	BS+30	BS+40	BS+50	BS+60	MS	MS+10	MS+20	MS+30	DR
1	32,897	33,900	34,903	35,906	36,909	37,912	38,915	37,522	38,555	39,558	40,561	42,936
2	34,542	35,545	36,548	37,551	38,554	39,557	40,560	39,197	40,200	41,203	42,206	44,581
3	36,187	37,190	38,193	39,196	40,199	41,202	42,205	40,842	41,845	42,848	43,851	46,226
4	37,832	38,835	39,838	40,841	41,844	42,847	43,850	42,487	43,490	44,493	45,496	47,871
5	39,477	40,480	41,483	42,486	43,489	44,492	45,495	44,132	45,135	46,138	47,141	49,516
6	41,122	42,125	43,128	44,131	45,134	46,137	47,140	45,777	46,780	47,783	48,786	51,161
7	42,767	43,770	44,773	45,776	46,779	47,782	48,785	47,422	48,425	49,428	50,431	52,806
8	44,412	45,415	46,418	47,421	48,424	49,427	50,430	49,067	50,070	51,073	52,076	54,451
9	46,057	47,060	48,063	49,066	50,069	51,072	52,075	50,712	51,715	52,718	53,721	56,096
10	47,702	48,705	49,708	50,711	51,714	52,717	53,720	52,357	53,360	54,363	55,366	57,741
11	49,347	50,350	51,353	52,356	53,359	54,362	55,365	54,002	55,005	56,008	57,011	59,386
12	50,992	51,995	52,998	54,001	55,004	56,007	57,010	55,647	56,650	57,653	58,656	61,031
13	52,637	53,640	54,643	55,646	56,649	57,652	58,655	57,292	58,295	59,298	60,301	62,676
14	54,282	55,285	56,288	57,291	58,294	59,297	60,300	58,937	59,940	60,943	61,946	64,321
15	55,927	56,930	57,933	58,936	59,939	60,942	61,945	60,582	61,585	62,588	63,591	65,966
17	58,842	59,845	60,848	61,851	62,854	63,857	64,860	63,500	64,503	65,506	66,509	68,884
19	61,757	62,760	63,763	64,766	65,769	66,772	67,775	66,415	67,418	68,421	69,424	71,799
21	64,672	65,675	66,678	67,681	68,684	69,687	70,690	69,327	70,330	71,333	72,336	74,711
23	67,587	68,590	69,593	70,596	71,599	72,602	73,605	72,242	73,245	74,248	75,251	77,626
24	69,232	70,235	71,238	72,241	73,244	74,247	75,250	73,887	74,890	75,893	76,896	79,271
25	70,877	71,880	72,883	73,886	74,889	75,892	76,895	75,532	76,535	77,538	78,541	80,916
26	72,522	73,525	74,528	75,531	76,534	77,537	78,540	77,177	78,180	79,183	80,186	82,561
27	74,167	75,170	76,173	77,176	78,179	79,182	80,185	78,822	79,825	80,828	81,831	84,206

Increment = 1645 GRAD. CREDIT = 100.30 (pd in units of 10 hours) Masters = 1,646 DR = 2,375 Longevity Incentive = 915  
 The rounding practice used by the parties in completing the salary schedule will be the universal concept of .5 up and under .5 down.

**APPENDIX B**  
**2016-2017 BTF Salary Schedule - Effective July 1, 2016**  
**This salary schedule reflects a 10% increase over February 1, 2004.**

NOTE: New hires start on step 2

STEP	BS	BS+10	BS+20	BS+30	BS+40	BS+50	BS+60	MS	MS+10	MS+20	MS+30	DR
1	*36,187							**41,307				
2	37,996	39,099	40,202	41,305	42,408	43,511	44,614	43,116	44,219	45,322	46,425	49,038
3	39,805	40,908	42,011	43,114	44,217	45,320	46,423	44,925	46,028	47,131	48,234	50,847
4	41,614	42,717	43,820	44,923	46,026	47,129	48,232	46,734	47,837	48,940	50,043	52,656
5	43,423	44,526	45,629	46,732	47,835	48,938	50,041	48,543	49,646	50,749	51,852	54,465
6	45,232	46,335	47,438	48,541	49,644	50,747	51,850	50,352	51,455	52,558	53,661	56,274
7	47,041	48,144	49,247	50,350	51,453	52,556	53,659	52,161	53,264	54,367	55,470	58,083
8	48,850	49,953	51,056	52,159	53,262	54,365	55,468	53,970	55,073	56,176	57,279	59,892
9	50,659	51,762	52,865	53,968	55,071	56,174	57,277	55,779	56,882	57,985	59,088	61,701
10	52,468	53,571	54,674	55,777	56,880	57,983	59,086	57,588	58,691	59,794	60,897	63,510
11	54,277	55,380	56,483	57,586	58,689	59,792	60,895	59,397	60,500	61,603	62,706	65,319
12	56,086	57,189	58,292	59,395	60,498	61,601	62,704	61,206	62,309	63,412	64,515	67,128
13	57,895	58,998	60,101	61,204	62,307	63,410	64,513	63,015	64,118	65,221	66,324	68,937
14	57,895	58,998	60,101	61,204	64,116	65,219	66,322	64,824	65,927	67,030	68,133	70,746
15	60,711	61,814	62,917	64,020	66,932	68,035	69,138	67,640	68,743	69,846	70,949	73,562
17	62,520	63,623	64,726	65,829	68,741	69,844	70,947	69,449	70,552	71,655	72,758	75,371
19	64,329	65,432	66,535	67,638	70,550	71,653	72,756	71,258	72,361	73,464	74,567	77,180
21	66,138	67,241	68,344	69,447	72,359	73,462	74,565	73,067	74,170	75,273	76,376	78,989
23	67,947	69,050	70,153	71,256	74,168	75,271	76,374	74,876	75,979	77,082	78,185	80,798
24	69,756	70,859	71,962	73,065	75,977	77,080	78,183	76,685	77,788	78,891	79,994	82,607
25	71,565	72,668	73,771	74,874	77,786	78,889	79,992	78,494	79,597	80,700	81,803	84,416
26	73,374	74,477	75,580	76,683	79,595	80,698	81,801	80,303	81,406	82,509	83,612	86,225
27	75,183	76,286	77,389	78,492	81,404	82,507	83,610	82,112	83,215	84,318	85,421	88,034

Increment = 1,809 GRAD. CREDIT = 110.30 (pd in units of 10 hours) MASTERS = 1,811 DR = 2,613 Longevity Incentive = 1,007

The rounding practice used by the parties in completing the salary schedule will be the universal concept of .5 up and under .5 down.

\*Not the starting salary.

\*\*Not the starting salary.

Used only to calculate Increment.

Used only to calculate the Early Retirement Incentive.



APPENDIX C

2017-2018 BTF Salary Schedule - Effective July 1, 2017

This salary schedule reflects a 2% increase over July 1, 2016.

NOTE: New hires start on step 2

STEP	BS	BS+10	BS+20	BS+30	BS+40	BS+50	BS+60	MS	MS+10	MS+20	MS+30	DR
1	*36,911							**42,133				
2	38,757	39,882	41,007	42,132	43,257	44,382	45,507	43,979	45,104	46,229	47,354	50,019
3	40,603	41,728	42,853	43,978	45,103	46,228	47,353	45,825	46,950	48,075	49,200	51,865
4	42,449	43,574	44,699	45,824	46,949	48,074	49,199	47,671	48,796	49,921	51,046	53,711
5	44,295	45,420	46,545	47,670	48,795	49,920	51,045	49,517	50,642	51,767	52,892	55,557
6	46,141	47,266	48,391	49,516	50,641	51,766	52,891	51,363	52,488	53,613	54,738	57,403
7	47,987	49,112	50,237	51,362	52,487	53,612	54,737	53,209	54,334	55,459	56,584	59,249
8	49,833	50,958	52,083	53,208	54,333	55,458	56,583	55,055	56,180	57,305	58,430	61,095
9	51,679	52,804	53,929	55,054	56,179	57,304	58,429	56,901	58,026	59,151	60,276	62,941
10	53,525	54,650	55,775	56,900	58,025	59,150	60,275	58,747	59,872	60,997	62,122	64,787
11	55,371	56,496	57,621	58,746	59,871	60,996	62,121	60,593	61,718	62,843	63,968	66,633
12	57,217	58,342	59,467	60,592	61,717	62,842	63,967	62,439	63,564	64,689	65,814	68,479
13	59,063	60,188	61,313	62,438	63,563	64,688	65,813	64,285	65,410	66,535	67,660	70,325
14	59,063	60,188	61,313	62,438	65,409	66,534	67,659	66,131	67,256	68,381	69,506	72,171
15	61,936	63,061	64,186	65,311	66,436	67,561	68,686	69,000	70,125	71,250	72,375	75,040
17	63,782	64,907	66,032	67,157	68,282	69,407	70,532	72,378	73,503	74,628	75,753	78,418
19	65,628	66,753	67,878	69,003	70,128	71,253	72,378	74,224	75,349	76,474	77,599	80,264
20	67,474	68,599	69,724	70,849	71,974	73,099	74,224	76,070	77,195	78,320	79,445	82,110
21	69,320	70,445	71,570	72,695	73,820	74,945	76,070	77,916	79,041	80,166	81,291	83,956
22	71,166	72,291	73,416	74,541	75,666	76,791	77,916	78,388	79,463	80,538	81,613	84,278
23	73,012	74,137	75,262	76,387	77,512	78,637	79,762	80,080	81,205	82,330	83,455	86,120
24	74,858	75,983	77,108	78,233	79,358	80,483	81,608	83,454	85,300	87,146	88,992	91,657
25	76,704	77,829	78,954	80,079	81,204	82,329	83,454	85,300	87,146	88,992	90,838	93,503
26	78,550	79,675	80,800	81,925	83,050	84,175	85,300	87,146	88,992	90,838	92,684	95,349
27	80,396	81,521	82,646	83,771	84,896	86,021	87,146	88,992	90,838	92,684	94,530	97,195

Increment = 1,846 GRAD. CREDIT = 112.50 (pd in units of 10 hours) Masters = 1,847 DR = 2,665 Longevity Incentive = 1,027

The rounding practice used by the parties in completing the salary schedule will be the universal concept of .5 up and under .5 down.

\*Not the starting salary.

\*\*Not the starting salary.

Used only to calculate increment.

Used only to calculate the Early Retirement Incentive.

**APPENDIX D**  
**2018-2019 BTF Salary Schedule - Effective July 1, 2018**  
**This salary schedule reflects a 2% increase over July 1, 2017.**

NOTE: New hires start on step 2

STEP	BS	BS+10	BS+20	BS+30	BS+40	BS+50	BS+60	MS	MS+10	MS+20	MS+30	DR
1	*37,649							**42,977				
2	39,531	40,679	41,827	42,975	44,123	45,271	46,419	44,859	46,007	47,155	48,303	51,021
3	41,413	42,561	43,709	44,857	46,005	47,153	48,301	46,741	47,889	49,037	50,185	52,903
4	43,295	44,443	45,591	46,739	47,887	49,035	50,183	48,623	49,771	50,919	52,067	54,785
5	45,177	46,325	47,473	48,621	49,769	50,917	52,065	50,505	51,653	52,801	53,949	56,667
6	47,059	48,207	49,355	50,503	51,651	52,799	53,947	52,387	53,535	54,683	55,831	58,549
7	48,941	50,089	51,237	52,385	53,533	54,681	55,829	54,269	55,417	56,565	57,713	60,431
8	50,823	51,971	53,119	54,267	55,415	56,563	57,711	56,151	57,299	58,447	59,595	62,313
9	52,705	53,853	55,001	56,149	57,297	58,445	59,593	58,033	59,181	60,329	61,477	64,195
10	54,587	55,735	56,883	58,031	59,179	60,327	61,475	59,915	61,063	62,211	63,359	66,077
11	56,469	57,617	58,765	59,913	61,061	62,209	63,357	61,797	62,945	64,093	65,241	67,959
12	58,351	59,499	60,647	61,795	62,943	64,091	65,239	63,679	64,827	65,975	67,123	69,841
13	60,233	61,381	62,529	63,677	64,825	65,973	67,121	65,561	66,709	67,857	69,005	71,723
14	62,115	63,263	64,411	65,559	66,707	67,855	69,003	67,443	68,591	69,739	70,887	73,605
15	64,000	65,148	66,296	67,444	68,592	69,740	70,888	70,328	71,476	72,624	73,772	76,490
16	65,885	67,033	68,181	69,329	70,477	71,625	72,773	72,213	73,361	74,509	75,657	78,375
17	67,770	68,918	70,066	71,214	72,362	73,510	74,658	74,098	75,246	76,394	77,542	80,260
18	69,655	70,803	71,951	73,099	74,247	75,395	76,543	75,983	77,131	78,279	79,427	82,145
19	71,540	72,688	73,836	74,984	76,132	77,280	78,428	77,868	79,016	80,164	81,312	84,030
20	73,425	74,573	75,721	76,869	78,017	79,165	80,313	79,753	80,901	82,049	83,197	85,915
21	75,310	76,458	77,606	78,754	79,902	81,050	82,198	81,638	82,786	83,934	85,082	87,800
22	77,195	78,343	79,491	80,639	81,787	82,935	84,083	83,523	84,671	85,819	86,967	89,685
23	79,080	80,228	81,376	82,524	83,672	84,820	85,968	85,408	86,556	87,704	88,852	91,570
24	80,965	82,113	83,261	84,409	85,557	86,705	87,853	87,293	88,441	89,589	90,737	93,455
25	82,850	84,000	85,150	86,300	87,450	88,600	89,750	89,190	90,340	91,490	92,640	95,360
26	84,735	85,885	87,035	88,185	89,335	90,485	91,635	91,075	92,225	93,375	94,525	97,245
27	86,620	87,770	88,920	90,070	91,220	92,370	93,520	92,960	94,110	95,260	96,410	99,130

Increment = 1,882 GRAD. CREDIT = 114.80 (pd in units of 10 hours) Masters = 1,884 DR = 2,718 Longevity Incentive = 1,048  
 The rounding practice used by the parties in completing the salary schedule will be the universal concept of .5 up and under .5 down.

\*Not the starting salary.  
 Used only to calculate increment.  
 \*\*Not the starting salary.  
 Used only to calculate the Early Retirement Incentive.

**APPENDIX E**  
Sabbatical Leave

The Federation agrees to freeze granting of new sabbaticals for the duration of this agreement.

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## APPENDIX F

### Class Size

The Buffalo Teachers Federation and the District, recognizing the educational value of class size limitations, but mindful of the Board of Education's financial dependency on the City of Buffalo, hereby agree for the life of this contract:

1. The class limitations shall not exceed 33 for the primary grades and 35 for Grades 4-6.
2. That the class size limitation for regular secondary class loads shall be 170.

Should the level of funding for the 1985-86 and 1986-87 school years be inadequate to maintain the above stated limits, the Federation and the District shall meet to determine appropriate limits for those school years.

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1 **APPENDIX G**  
2 Class Size Compensation  
3

4 Effective July 1, 1988, the District shall compensate teachers  
5 according to the formula indicated below when their classes  
6 exceed the Maximum Class Size Limits contained in Article IX  
7 C and are not greater than the class size limits contained in  
8 Appendix F – Class Size of this agreement.  
9

10 Formula

11  
12  $(\text{Affected teacher's Annual Salary} \div 200 \text{ days}) \div \text{Applicable}$   
13  $\text{Maximum Class Size Limit} = \text{Salary Per Student}$   
14

15  
16 (Article IX C)  
17

18  $\text{Salary per Student} \times \text{Number of Students in excess of}$   
19  $\text{applicable maximum Class Size Limit} \times \text{Number of School Days}$   
20  $\text{the excess exists} = \text{Amount owed to teacher}$   
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**APPENDIX H**

Adult Education Day School Teachers

Part-time, temporary teachers principally employed by the District on an hourly basis shall receive:

	<b>Effective</b>	<b>Effective</b>	<b>Effective</b>
	<b>9/1/16</b>	<b>7/1/17</b>	<b>7/1/18</b>
First Year	<b>36.36</b>	<b>37.09</b>	<b>37.83</b>
Second Year	<b>38.95</b>	<b>39.73</b>	<b>40.52</b>

(For the purpose of this provision, this group includes teachers listed on the Master Payroll #046, for example.)

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