



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

President, PHILIP RUMORE

June 26, 2023

MEMO TO: All Buffalo Teachers
FROM: Philip Rumore, President, BTF
RE: Updates

Transfers

As per our previous correspondence, transfers will be available to all teachers since the schedules at all schools have changed. ([Click Here](#))

The District has agreed to a BTF Memorandum of Understanding (MOU) relating to part-time positions.

The MOU clarifies how part-time positions are handled.

If there is more than one part-time teacher in the same tenure area at the school and a full-time position is created, the part-time teacher with the greatest seniority shall have the contractual right to the full-time position.

If a portion of a full-time position [an itinerant position], e.g. a teacher teaching .4 at one school and a .6 at another school, is increased to a full-time position at one or both of those schools, the contract or probationary teacher in that tenure area serving in one of those part-time positions shall have the contractual right to move to the new full-time position or if both are increased to full-time, the teacher will have the contractual right to the full-time position at the school of their choice.

If a part-time and a full-time position exist at a school and the full-time position becomes vacant, the contract or probationary teacher filling the part-time position does not have an automatic contractual right to move to that full-time position. The position is considered a vacancy and must be filled by a teacher on the transfer list or as otherwise specified in the CBA.

If a full time position is cut to a .8, but is paired with a .2 position, the teacher who was previously full-time shall have first refusal rights for the newly created itinerant position or be placed on the transfer list.

In addition, the following has been agreed to allow some part-time teachers to remain in a school in which they have been teaching to provide continuity. If there are no problems, we will meet to extend it:

NOW THEREFORE, it is agreed as follows:

If a portion of a full-time position [an itinerant position] at a building is increased or decreased by no more than .33 (two days), the contract or probationary teacher in that tenure area serving in that part-time position shall have the contractual right to the new position, or may choose to be placed on the transfer list.

If an itinerant teacher has two positions that are increased or decreased by no more than .33 (two days), the teacher shall have the contractual right to the increased or reduced position of their choice, or may choose to be placed on the transfer list.

If an itinerant teacher is paired as a .8 and .2 and the .2 pairing for the subsequent school year changes, the teacher shall have right of first refusal to remain in the .8 position with a new .2 pairing.

Transfers must be as per the contract, Article XIV, pg. 30-33.

REMINDER: No administrator may prevent you from transferring to his or her school. If you have the seniority, your transfer has to be accepted. If there is a problem, contact your LRS ([Click Here](#)).

School Budgets

There still seems to be confusion relating to the approval of your school's budget.

According to the "Buffalo Public Schools District Plan for School-Based Planning and Decision Making" adopted by the Buffalo Board of Education:

SBMT's will:

"Develop, monitor and revise their schools school comprehensive Education Plan (SCEP) or School Improvement Grant (SIG) Plan and School-Based Budget". (emphasis added)

Budget and Resource Allocation:

"Resource allocation may include but not be limited to the following: (1) Grants, (2) Supplemental Student Support Services, (3) Parental Involvement (NCLB), (4) Staff Development. Currently, individual schools are able to decide the appropriate use of allocations through the School Based Budgeting process. SBMT's will determine how those allocations will be expended." (emphasis added)

Quorum:

"The presence of at least one member from each mandated group will constitute a quorum. All SBMT's will have one from each of its mandated constituent groups before matters can be discussed."

Note: Mandated members: administrators, teachers and parents.

Consensus:

SBMT will make all decisions based on consensus.

"Simply defined consensus means that all members 'can live with' the decision. Consensus ensures that all parties have involvement in the decision. Consensus is not synonymous with unanimous agreement. When decisions are reached by a consensus it is not unanimous

agreement. When decisions are reached by a consensus, it is not necessary that all members completely agree. It is only necessary that they minimally agree. Before consensus can be reached, each member of the SBMT has the right and the obligation to express any disagreement, and to propose a compromise. Through such discussion, team members develop a sense of ownership in the decision, because all parties have had a say in the decision.”

REMEMBER: WHEN SOMEONE ASKS YOU HOW YOU ARE ENJOYING YOUR “SUMMER VACATION”, REMIND THEM THAT THE CHILDREN ARE ON “SUMMER VACATION” - TEACHERS ARE LAID OFF. NOT ENOUGH PEOPLE KNOW IT IS NOT A PAID VACATION FOR TEACHERS IN THE SUMMER, BUT RATHER TWO MONTHS WITHOUT PAY. LET US CONTINUE USING THE TERM SUMMER “LAY-OFF” AND MAYBE THEY WILL GET THE MESSAGE.