

**BTF INTERPRETATION OF SUPERINTENDENT’S AND BOARD’S  
NEGOTIATIONS PROPOSALS**

*The following is our brief overview/summary of the District’s contract proposals that were presented to the BTF on September 25, 2019.*

*Some still need to be clarified. They apparently come with the Superintendent’s and Board of Education’s approval.*

<b><i>Contract Pg.</i></b>	<b><i>Board Proposal</i></b>	
Pg. 4-5	I	a) <u>District’s</u> grievance committee modified – (committee not currently used)
Pg. 6		b) Change 5 days to 10 days for District to hear and respond to grievance
Pg. 6		c) Removes requirement for <u>Superintendent</u> to hear Level III grievance hearings. Changes 7 days to 20 days for Superintendent to meet regarding grievance and 7 to 10 days for a response from Superintendent.
Pg. 8	II	a) Removes requirement for principal to meet with Building Committee – Becomes Principal and/or Assistant Principals
Pg. 10		b) Changes number of seats for BTF at Board meetings from 2 to 1
Pg. 10		c) BTF to defend and indemnify District for any dues deduction issues.
Pg. 12	III	a) District will only supply BTF with lists, records, information “that is currently maintained by District”, e.g. if we wanted to know the names of all teachers with 10 years of service, if there wasn’t such a list available, they would not have to generate the list.
Pg. 13	IV	a) Changes when teacher can start from 7:50 to 7:40 am
Pg. 13		b) Appears to allow for the change in starting and ending times each year

- Pg. 14                    c)     School year from 42 to 44 weeks – professional development days allowed the last week in August
- Pg. 14                    d)     Changes 1/200<sup>th</sup> pay from after 42<sup>nd</sup> week to after 44<sup>th</sup> week
- Pg. 15                    e)     Changes school calendar contact person from Finance Officer to Chief of Staff or Cabinet Member

**CLASS SIZE**

- Pg. 15-16     V     a)     Removes obsolete “mentally retarded” (educable)
- Pg. 18                    i)     Removes “Honors” and “Mentally Retarded”
- Pg. 18                    ii)     Removes language referring to an MOU restoring Art, Music and PE
- New*                    iii)     Overage in co-teaching classrooms – In calculating overages  
Special education students/special education co-teachers class size  
General Education students/General Education students class size
- New*                    iv)     Virtual Pathways program – no class size limits
- Pg. 17                    VI     a)     District can assign 6 teaching periods instead of 5
  - i)     Teacher teaching both secondary and elementary – teaching time from 240 min/day to 255 min/day
- Pg. 18                    b)     Remove Art/Music/PE in grades K-6
- Pg. 19                    c)     Removes committee to eliminate non-teaching duties
- Pg. 19                    d)     Removes partial days without students for Professional Development - jointly planned by Principal and Building Committee
- New*                    e)     Allows for “flexible scheduling based on the learning needs to the student population at buildings”

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| Pg. 20     | VII  | a) | Eliminates requirement to provide “Adequate attendance books, paper, pencils, pens, chalk, erasers and other subject material required in daily teaching responsibilities” |
| Pg. 22-23  |      | b) | Removes restriction on how many parking spaces can be reserved and that they are for the use of the building staff   |
|            |      | c) | Teacher must keep lesson plans on desk – principal can require electronic copy but does not count as 2 <sup>nd</sup> set.  |
| <i>New</i> |      | d) | District can implement a dress code  |
| Pg. 23     | VIII | a) | Ten (10) days’ notice of orientation days to new teachers “where possible”   |
| Pg. 23     |      | b) | Orientation days for new teachers changed from 8:30 am- 2:30 pm to 8:30 am – 3:30 pm   |
| Pg. 24     |      | c) | Change summer employment for summer school to District seniority   |
| Pg. 25     |      | d) | Removes requirement of BTF/District’s agreement for teachers at a school to have preference for summer positions for students enrolled in their school.                    |
| Pg. 27     |      | e) | Only tenured teachers can grieve being disciplined, reprimanded, etc. – e.g. not temporary or probationary.  |
| Pg. 28     |      | f) | Remove old section – committee on job sharing  |
| <i>New</i> |      | g) | Agree to MOU re: Coaches – There is a joint committee regarding this   |

### **TEACHER TRANSFERS**

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|--------|----|----|---|
| Pg. 29 | IX | a) | Teacher Transfers: <ul style="list-style-type: none"> <li>• Must be done online</li> <li>• March – May (1<sup>st</sup> week)</li> <li>• Teacher must meet with principal to be evaluated</li> </ul> |
|--------|----|----|---|

- Judgement of the Board whether all factors are equal, if so, seniority used. If not, no transfer to school. Associate Superintendent makes final decision on transfer
  - There will be a transfer day. Can only transfer to school if met with principal
- Pg. 33                      b)      Change Associate Superintendent to Associate Superintendent for Human Resources
- (There is more)
- Pg. 33                      X        a)      Delete language relating to a “promotional list”
- Pg. 33    i)        Removes posting on school bulletin boards – only via email and District website
- Pg. 33    ii)        Removes from posting clear description of qualifications, duties, salary, etc. Removes definition of promotional position - i.e. one with a “salary differential” (usually salary increase)
- Pg. 33                      b)      Eliminates giving “due weight to the professional background and attainments of all applicants” – also deletes seniority as the tiebreaker
- Pg. 34                      XI        a)      Changes certain representation for teachers from Corporation Counsel to “Office of Legal Counsel” of the Board
- Pg. 34                      b)      Removes teacher receives “instruction and direction only from professional supervisory personnel” – allows “Instructional Coaches, Literacy Coaches, etc” to provide “instruction and coaching regarding instruction to teachers”
- Pg. 34                      c)      Corporation Counsel to Office of Legal Counsel
- Pg. 35                      XII        a)      Removes suspension of student who assaults or menaces a teacher and removal of the student from the teacher’s class if the suspension is upheld in the formal hearing
- Pg. 36                      b)      Removes “If it is mutually agreed that the pupil’s behavior cannot be expected to improve another placement will be provided.”

Pg. 37	XIII		Academic Freedom – Add “Nothing in this section shall be interpreted to in any way limit the District’s ability to select and implement the curriculum.”
Pg. 38	XIV		Removes the Implementation Committee that can meet to discuss the implementation of the contract (the committee hasn’t met recently; however it used to meet often).  Removes teacher participation on committees that interview teachers as allowed for by the Professional Council (APPR, etc.)
Pg. 39	XV	a)	Increases faculty meetings from 10 to 20
Pg. 39		i)	increases faculty meetings from 1 hour to 1.5 hours
Pg. 39		b)	Limits BTF time allowed at meeting to 5 minutes
Pg. 39		c)	Eliminates no more than 5 or 1 per month for staff development with agenda prepared with Building Committee
Pg. 40	XVI		Removes BTF participate on Committees to facilitate quality integrated education
Pg. 40	XVII	a)	Deletes additional secretary at School #26 for psychologists and social workers (they are not at 26 but at other schools)
Pg. 40			Removes requirement to survey new schools to provide psychologists, social workers, guidance counselors and attendance teachers available, unencumbered telephones
Pg. 40			Removes centralized library for Pupil personnel
Pg. 40			Removes ability of social workers to spend the final week of the school year to complete case records

Pg. 41		Removes limit on 2:30 pm and 3:00 pm time limit for Attendance teachers to check records.
Pg. 41		Removes if free parking at City Hall for any of its employees must provide for all
Pg. 41	b)	Removes commitment for library services for all schools and that the library period not be considered a prep period for teachers
Pg. 41-42	c)	Removes Buffalo Alternative and all services – they keep renaming the program
Pg. 42	d)	Removes centralized library for attendance teachers
Pg. 42	e)	Eliminates time for speech therapists to survey students at each of their assigned schools
Pg. 42	f)	Removes “intensified instruction” program – eliminates ability of special area teachers with the approval of their director to attend in-service “programs most significant to their professional area”
Pg. 43	XVIII	Removes hiring teacher aides to provide prep periods, helping teachers and relieve non-teaching duties
Pg. 44	XIX a)	Deletes section only previously applicable
Pg. 55-56	b)	Removes teacher assigned as “acting” principal relieved from classroom duties and if less than a day, teacher only handles emergency situations
Pg. 57	c)	Change “Warrant Schedules” to “Payment Distribution Files” (they are checking this language)
Pg. 57	d)	Thirty (30) days’ notice of changes to any salary, District adjustment decreasing a teacher check by \$25 now \$1,000
Pg. 58	e)	Direct deposit of check mandatory

## HEALTHCARE

- Pg. 58-67      XX      a)      Deletes obsolete section
- Pg. 67-69           b)      Eliminates “one indemnity and 3 HMO-type plans” option and replaces with “one indemnity and one POS plan”, POS = point of service
- Changes BC/BS as third party administrator to “a mutually agreeable Third Party Administrator” (and if not mutually agreed?)
- Changes current option to select one of the 4 BC/BS plans in effect to select one of the two plans in effect 30 days after ratification.
- Pg. 68           c)      Full-time and newly-hired teachers to pay 20% towards premium for healthcare
- Pg. 68           d)      Healthcare payments deducted pre-tax, in equal amounts, unless alternately arranged (Checking on this)
- e)      “Buffalo School District Plan” to “Buffalo Board of Education Employee Benefit Plan”
- f)      Eliminates requirement to BC/BS providers “will accept The Plan’s payment” in effect (1999-2004)
- “No change in payment mechanism that increased time for reimbursement or increases out of pocket expenses for teacher.”
- Mandate that BC/BS provider group for The Plan (the health care plan)
- g)      Changes The Plan to “the plan” and changes complaints regarding The Plan must go through The Plans Review Procedure” to “may be processed through” the appeals process
- h)      Changes “coverage will commence with a teacher’s first day of employment” to “Eligibility begins with a teacher’s first day of full-time employment with the District. The effective date will be mutually determined upon application.”
- Pg. 69           i)      Deletes entire delineation of all required coverages

- j) Changes \$10 copay for generic and \$25 for brand name drugs to “\$25 for preferred brand name drugs and non-preferred generic, and \$50 for non-preferred brand name and specialty drugs. For maintenance drugs required for chronic conditions on a monthly basis, they are to be obtained at 90 day retail or mail order at a co-pay of 2.5 months instead of 3 months.”
  
- Pg. 70
  - k) Deletes “Waiver Pool” and for married teachers both employed by the District but who can not both receive coverage.  
  
Also eliminates entire structure of Waiver Pool.
  - l) Eliminates prohibition for teachers to participate in both Waiver Pool and Waiver Incentive program (they eliminated the Waiver Pool)
  
- Pg. 72
  - m) retirees must enroll in District Medicare Advantage Plan or comparable plan when Medicare eligible
  
- Pg. 72
  - i) retirees pay 20% towards premium
  - ii) eliminates requirement that retiree contribution remain what it was at retirement
  - iii) No retiree health insurance after July 1, 2020
  
- Pg. 78
  - XXI
    - a) Removes Temporary teachers receive 2 sick days initially (then 1 per month)
    - b) Permanent and Probationary teachers – sick days not “upfront” – pro-rata basis 1 day/month
    - c) Attendance incentive for not using sick or personal days
  
- Pg. 79
  - XXII
    - Personal days 5 to 3
  
- Pg. 85
  - XXIII
    - a) No full pay for required court appearances unless connected with Board employment.
  
- Pg. 85
  - b) Days absent for death in family must be used consecutively and within two weeks of the family member’s death.



- Pg. 87            XXIV 1.      Injury resulting from assault, harassment, menacing changed from 5 years (60 months) to 3 years (36 months)
2.      Assaults only if in the 1<sup>st</sup> degree or 2<sup>nd</sup> degree

**NOTE: There was no salary proposal – They are working on it and wanted to see our first**