

BTF BPS



CONTRACT JULY 1, 2022

Between the Buffalo Teachers Federation
and the Buffalo Board of Education

BUFFALO TEACHERS FEDERATION, INC.

Philip Rumore
President

Rebecca Pordum
Vice President

Melinda MacPherson-Sullivan
Secretary

Joseph Montante
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BUFFALO TEACHERS
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Dear Colleagues:

With the long unconscionably overdue past and future "Foundation Aid" finally approved with the help of Governor Hochul, together we were finally able to begin to provide Buffalo teachers and our students with the resources they truly deserve.

It wasn't an easy road; however, with the involvement of our new superintendent, Dr. Tonja M. Williams, and her staff working together with our BTF negotiating team, we have succeeded in providing a contract of which we can all be proud.

We look forward to continuing to have our students and teachers be the finest and most supported anywhere.

Yes, anywhere.

With respect and admiration for you,

Philip Rumore
President



BUFFALO PUBLIC SCHOOLS

Office of the Superintendent

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Dr. Tonja M. Williams
Superintendent of Schools

December 28, 2023

To Teachers in the Buffalo Public School District,

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 will rise for all children.

The recently ratified professional contractual agreement represents an essential component of our District's three-year strategic plan, **5 by 2025**. An integral part of the plan is to focus on a ***New Relationship with our Teachers*** by providing the vital professional development, teaching conditions, and competitive compensation that all teachers deserve.

Thank you for embracing the mindset of excellence and for 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 finally, 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.

Best regards,

Dr. Tonja M. Williams,
Superintendent

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

BUFFALO BOARD OF EDUCATION

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Dr. Tonja Williams
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 **24th** day of **April, 2023**, 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 task of meeting their individual and joint responsibilities for making available to the children, youth

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

12 **ARTICLE II**
13 Fair Practices

14
15 A. The Federation agrees to maintain its eligibility to represent
16 classroom teachers by continuing to admit persons to membership
17 without discrimination on the basis of race, creed, color, national
18 origin, sex or marital status, and to represent equally all employees
19 without regard to membership or participation in, or association with the
20 activities of any employee organization.

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

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

29
30 **ARTICLE III**
31 Definitions

32
33 A. The term "teacher" when used hereinafter in the Contract shall
34 refer to all employees represented by the Federation in the negotiating
35 unit as defined above, unless otherwise indicated.

36 B. The term "Board" and "Federation" shall include authorized officers,
37 representatives and agents. Despite reference herein to "Board" and
38 "Federation" as such, each reserves the right to act hereunder by
39 committee, individual member, or designated representative, except as
40 specifically provided herein.

41 C. The term "preparation period" shall refer to a duty free, unassigned
42 period to be used for professional purposes.

43 D. "Seniority" is defined as a teacher's length of total continuous
44 service from the date of original probationary appointment as a teacher
45 in the Buffalo Public School System. Leaves of absence without pay

shall not be counted as service for this purpose. Effective January 31, 1977, whenever temporary service has been credited toward the completion of a probationary period, it shall also be counted for the purpose of seniority.

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

ARTICLE IV

Negotiations and Impasse Procedures

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

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

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

ARTICLE V

Grievance Procedure

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

B. Definitions

(1) A "grievance" is a complaint by one or more teachers, of a violation, a misapplication or a misinterpretation of this Contract, or of Board personnel policies, except that assignment of a teacher to the Teacher Center, following recommendation by the Policy Board and approval by the Board of Education, shall not be grievable.

- 1 (2) The term "teacher" includes any individual or group of
2 individuals within the negotiating unit.
- 3 (3) The term "days" used in this Article shall be school teaching
4 days, except that it shall mean weekdays when schools are in
5 summer recess.
- 6 (4) Matters pertaining to teacher evaluation shall not be construed
7 as coming within the grievance procedure except as provided
8 under the provisions of Article XIII.

9 C. Structure

- 10 (1) Nothing herein contained shall be construed to prevent any
11 individual teacher from presenting a written grievance and
12 having the grievance adjusted, without the intervention of
13 the Federation, if the adjustment is not inconsistent with the
14 terms of this Contract. If such adjustment would affect the
15 interpretation of the Contract, the Superintendent will inform
16 the Federation, and will meet and discuss the matter with its
17 representatives prior to such adjustment. No such individual
18 teacher may, however, be represented by an officer, agent or
19 member of another teachers' organization.
- 20 (2) There shall be established by the Federation a Central
21 Grievance Committee (CGC) which shall consist of no more
22 than three (3) persons selected by the Federation. This
23 committee shall represent the Federation at the second, third
24 and fourth levels of this procedure.
- 25 (3) The Board's Appeal Committee at the second level shall consist
26 of two (2) associate superintendents, one of whom shall be the
27 appropriate Division Head, or their designees.

28 D. Procedures - The number of days indicated at each level below
29 should be considered as maximum, and every effort should be
30 made to expedite the process. The time limits may be extended by
31 mutual consent in writing by the authorized representatives of each
32 party. Any grievance involving a group or class of teachers in more
33 than one school, or board policy questions, may be processed, in the
34 judgment of the Federation, beginning at the second level. In the event
35 a grievance is filed after May 15 of any year and strict adherence to
36 the time limits may result in hardship to any party, the Board shall use
37 its best efforts to process such grievance prior to the end of the school
38 term or as soon thereafter as possible. A grievance emanating from the
39 Federation based on a formal policy decision made by the Board at a
40 stated meeting shall be brought to Level III of the grievance procedure
41 if the Federation so desires. However, this does not preclude mutual
42 agreement by the parties to proceed directly to arbitration.

43 (1) Level One

- 44 (a) A teacher alleging a grievance may initiate this procedure
45 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 immediate supervisor, the aggrieved teacher, and the Federation representative to attempt to resolve the grievance. If the immediate supervisor resolves the grievance to the satisfaction of the aggrieved teacher, the supervisor shall deliver a written answer to said teacher, explaining said resolution if the teacher so requests. In the event that the immediate supervisor does not resolve the grievance, the supervisor shall deliver a written answer to that effect to said teacher. The written answer in each of the above instances shall be delivered as aforesaid not later than two (2) days following the meeting described in this subsection (c).
- (2) Level Two
- (a) If the grievance is not settled at Level One above, the Federation may, within **fifteen (15)** days after the answer is rendered or due at Level One, notify the appropriate Division Head in writing, with a copy to the Associate Superintendent for Personnel **or Chief of Human Resources**, that it appeals the grievance stating the grounds for such appeal. The Associate Superintendent for Personnel **or Chief of Human Resources** shall, within **ten (10)** days after receipt thereof, convene a Level Two meeting between the Central Grievance Committee and the Board's Appeal Committee, and a written answer as described in Article V D. (1) (c), on or attached to the

1 grievance, shall be rendered within **ten (10)** days thereafter
2 and delivered to the Federation.

- 3 (b) Nothing herein shall preclude a representative of the
4 Federation from discussing the grievance with an
5 appropriate superior or the immediate supervisor in an
6 attempt to resolve the matter prior to the holding of a Level
7 Two meeting.

8 (3) Level Three

- 9 (a) If the grievance is not settled at Level Two above, the
10 Federation may appeal to the Superintendent by filing a
11 written notice of appeal with the Superintendent within
12 **fifteen (15)** days after the answer is rendered or due at Level
13 Two, stating the grounds for appeal. The Superintendent
14 will meet with the Federation Grievance Committee within
15 **ten (10)** days after receipt of written notice of appeal for
16 the purpose of resolving the matter. The Superintendent's
17 written answer to said grievance shall be transmitted to the
18 Federation within **ten (10)** days after the meeting.

19 (4) Level Four

- 20 (a) Within thirty (30) days of receipt of the answer or after the
21 answer is due, the Federation may by notice request that
22 the matter be submitted to arbitration.
23 (b) The arbitrator to be appointed to hear the grievance shall
24 be selected by the Public Employment Relations Board in
25 accordance with its rules, which shall likewise govern the
26 arbitration hearing.
27 (c) Arbitrators shall limit their decisions strictly to the
28 application and interpretation of the provisions of this
29 contract, and shall be without power or authority to modify
30 or amend it or make a decision contrary to law. Arbitrators
31 shall render their decisions in writing and set forth their
32 findings and conclusions on the issues submitted.
33 (d) The decision of the arbitrators, if made in accordance with
34 their jurisdiction and authority, as defined herein, will be
35 accepted as final by the parties to the dispute and both will
36 abide by it.
37 (e) The costs of any arbitration under this Article shall be
38 divided equally between the Board and the Federation.

39 E. Miscellaneous

- 40 (1) If the complaint against the teacher is not sustained, the
41 teachershall be reinstated with full reimbursement of all
42 compensation lost thereby. If the teacher shall have been
43 found to have been improperly deprived of any professional
44 advantage, the same shall be restored to the teacher or its
45 equivalent in money shall be paid to the teacher.

- (2) No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.
- (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.
- (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.
 - (5) Failure to appeal at any step or level within the times specified above shall be deemed an acceptance of the decision rendered at that step.

ARTICLE VI Federation Rights

- A. Exclusivity - The rights and privileges of the teachers' organization and its representatives as set forth in this article shall be granted only to the Federation as the exclusive representative of the teachers. In addition, pursuant to Section 208 of the Civil Service Law, the Federation shall have unchallenged representation status until seven months prior to the termination date of this contract.
- B. Officers - Officers of the BTF serving in departmentalized programs shall be released from all non-teaching duties. Officers of the BTF serving in non-departmentalized schools shall have a duty-free lunch hour every day. For this purpose, the word "officers" shall mean the BTF President, Vice President, Secretary, and Treasurer.
- C. Building Delegates - The Delegate Chairperson serving in each school shall:
- (1) Be relieved of non-teaching duties for two periods per week if serving in a departmentalized program.
 - (2) Be relieved of all duties during such lunch period as is provided for students in that school if serving in a non departmentalized program.
 - (3) If scheduling permits within existing non-administrative staffing, the Delegate Chairperson serving in each school shall be relieved of all non-classroom duties.
- D. Building Committee - The principal of each school shall meet at least once a month with the Federation Building Committee at its request to discuss school operations and questions relating to the implementation of this Contract. These meetings shall be held at a

1 time of the day mutually agreed upon and, if held during the regular
2 school day, shall not result in loss of pay to the teachers. Any meeting
3 of the Building Committee held during a teaching period of a member
4 of the Committee shall be called only in the event of an emergency. The
5 Building Committee shall consist of not more than three (3) teachers
6 from each school selected or appointed in a manner to be determined
7 by the Federation to represent the Federation in that school. Proposed
8 changes in existing policies and procedures and new policies and
9 procedures for each school shall be discussed at such meetings. Any
10 changes in such policies and procedures or any new policies and
11 procedures shall be consistent with the terms of this Contract and
12 Board policy. The Federation Building Committee may have a member
13 of the BTF Staff present at any meeting in which the Building Committee
14 participates, providing notice of such invitation is given to the Building
15 Administrator at least two (2) days in advance and the administrator
16 approves. Any objection to the invitation by the Building Administrator
17 shall be resolved prior to the meeting by the Federation President and
18 the Associate Superintendent of Instructional Services.

19 E. Federation Leave

20 (1) Upon application, the Board shall grant, to a maximum of twelve
21 (12) probationary or contract teachers, leaves of absence with-
22 out pay on a year-to-year basis for the purpose of service on
23 the staff of the Federation or its affiliates. Upon return from
24 such leave the teacher shall be granted up to four (4) years of
25 increment credit.

26 (2) Upon application, the Board shall grant teachers leaves of
27 absence with or without pay on a year-to-year basis for the
28 purpose of service as an elected officer of the Federation
29 or its affiliates. Upon return from such leave, the teacher
30 shall be granted increment and longevity credit for the entire
31 period of the leave. Years of service for teachers granted
32 leaves of absence for the purpose of service as an elected
33 officer of the Federation shall count toward their seniority in
34 the District and the years of service necessary to qualify for
35 the retirement benefit granted teachers in Article XXVI A.(9)
36 of this Contract. Teachers who select the option of receiving
37 a paid leave of absence under this section shall be entitled to
38 all payroll services and fringe benefits which are available to
39 other teachers. The Federation shall reimburse the Board on
40 an annual basis for the individuals' salary and fringe benefits
41 costs.

42 F. Superintendent's Meeting - The Superintendent and representatives
43 of the Federation shall meet regularly on at least a monthly basis
44 to discuss matters relating to the implementation of this Contract,
45 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.

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

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

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

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

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

L. Board Provided Lists

- (1) Faculty Lists - The Board shall transmit to the Federation a faculty list of each school on or before September 30 and February 28.
- (2) Seniority Lists -The Board shall maintain and transmit to the Federation the updated seniority lists of each tenure area.

M. Communication Service

- (1) Bulletin Boards - The Federation shall have the right to post notices of its activities and matters of Federation concern on teacher bulletin boards, at least one of 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.

1 The Board shall provide for a Federation mailbox in the Central Office
2 mailroom for the purpose of receiving incoming mail. The BTF Office,
3 located at 271 Porter Avenue, Buffalo, New York, shall be a regularly
4 scheduled stop for the School Pony trucks both for receiving incoming
5 mail and for pick-up of materials for distribution to teachers.

6 (3) Public Address - Announcements of meetings may be listed
7 in school activity bulletins and the public address system may
8 be used for announcing the date, time and place of the
9 meetings.

10 (4) Organization Identification - No teacher shall be prevented from
11 wearing an insignia, pin, or other identification of membership in
12 the Federation on school premises provided it is not distracting
13 in size.

14 N. Use of School Facilities -The Federation shall have the right to
15 use school buildings, facilities and equipment, pursuant to existing
16 practices and policies, provided that such use shall not interfere with
17 the regular school program and provided that when any meeting is held
18 in the evening and special custodial service is required, the Board may
19 make a reasonable charge therefor. No charge shall be made for use
20 of school rooms before the commencement of the school day, nor until
21 4:30 P.M.

22 O. Duly authorized representatives of the Federation shall be
23 permitted to transact official organization business on school property
24 at all reasonable times, provided that this shall not interfere with or
25 interrupt normal school operations, and subject to the approval of the
26 principal; however, the principal shall not withhold his or her approval
27 unreasonably.

28 P. Release Time - When it is necessary for the President of the
29 Federation or a designee to engage in Federation activities directly
30 relating to the Federation's duties as representative of the teachers
31 which cannot be performed other than during school hours, upon the
32 approval of the Superintendent or a designated representative upon
33 reasonable notice, the Federation representative shall be given such
34 time, without loss of pay, as is necessary to perform any such activities.
35 The President of the Federation or a representative shall be allowed
36 to visit schools to investigate working conditions, teacher complaints,
37 problems, or for other purposes relating to Federation affairs. Upon the
38 arrival of the President or a representative at any school, the principal, or
39 if absent, the principal's representative, shall confer with the President
40 in order to facilitate the purpose of the visit. Building Administrators
41 shall not be required to meet with any representative or agent of the
42 Federation who is not a member of the negotiating unit or employed by
43 the Federation. Whenever possible the President shall give advance
44 notice of the visit and, upon arrival, report his/her presence to the office.
45 The Federation and its officers recognize and agree that this privilege

should not be abused. 1
Q. Convention Attendance - The Board shall grant annually to the 2
Federation a total of fifty (50) teacher days with pay to be distributed 3
to delegates and/or alternates for attendance at conventions of 4
the Federation's state affiliate. If additional days are required, 5
various delegates and/or alternates to these conventions may use 6
personal days. 7
R. The President of the Federation or his or her designee shall have 8
input into the development and implementation of any plan to comply 9
with court-ordered desegregation/ integration. Consistent with this 10
commitment, the President of the Federation shall meet on a regular 11
basis with the Superintendent of Schools to be informed and to offer 12
recommendations regarding the development and implementation of 13
desegregation/integration plans. 14

ARTICLE VII 15
Access to Information 16

A. The Board shall make available to the Federation upon request, 19
any and all information, statistics and records relevant to negotiations, 20
or necessary for the proper administration or enforcement of this 21
Contract. 22
B. Whenever the Board is developing a proposed School Budget, 23
it will give notice to the Federation and will give the Federation the 24
opportunity to meet with either the Board or such other representatives 25
as the Board may elect/select to discuss the proposed budget as it 26
pertains to the provisions of this Contract. 27
C. All funds, federal, state or local, above and beyond the funds 28
anticipated at the time the budget is approved and which become 29
available for operation and maintenance purposes and which are not 30
specifically assigned or limited by the source, shall be itemized by 31
specific source and amount. Such itemized list shall be delivered to 32
the President of the Federation as soon as available. Upon request, 33
the Board shall confer with the Federation concerning the anticipated 34
use of such funds. However, any monies received by the Board from 35
local, state or federal sources as a result of legislation which requires 36
the money to be used to increase teacher salaries and benefits shall 37
be used, to the extent so required, to increase such salaries and/or 38
benefits over and above those established in this Agreement and the 39
specific manner of application of such monies shall be negotiated with 40
the Federation. 41
D. The Federation shall be notified of any anticipated federal and 42
state programs, and the Board shall negotiate with the Federation 43
concerning the effect of such programs on teaching conditions and 44
shall otherwise confer regarding such programs. 45

ARTICLE VIII
Teaching Schedules

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3
4 A. (1) Effective September 1, 2017 the hours of service for teachers
5 shall not exceed seven (7) hours and fifteen (15) minutes. The starting
6 time shall begin no earlier than 7:50 a.m. and end no later than 4:05
7 p.m. Changes from the previous year in starting and ending times at
8 a particular school shall be made by the principal of each school in
9 conjunction with the Federation Building Committee, subject to the
10 approval of the Associate Superintendent of Instructional Services and
11 the Federation. School Start and End Times:

12 **For the 2023-2024 school year (September 2023 to June 30,**
13 **2024) only, the District may change starting and ending times at**
14 **schools to accommodate savings on bus routes and improve the**
15 **transportation of students under the following conditions:**

- 16 (a) Teachers will be notified in writing of any such change
17 on or before June 1, 2023 of the proposed change to
18 take effect.
- 19 (b) Upon notification of said changes, teachers at the
20 affected schools will be placed at the top of the
21 transfer list for the upcoming school year based on
22 their seniority.
- 23 (c) Unless agreed to by the faculty of the affected schools,
24 no other changes within the starting and ending times
25 will occur.
- 26 (d) Starting and/or ending time changes will be no more
27 than one-half (1/2) hour with the exception of schools
28 that presently start at 9:00 a.m., which may change
29 up to forty-five minutes under the condition that they
30 move to an earlier start time. Bell times are projected
31 to be 7:30, 8:15, and 9:00 a.m.
- 32 (e) The starting time shall begin no earlier than 7:25 a.m.
33 and end no later than 4:20 p.m.
- 34 (f) Teachers' hours of service shall not exceed 7 hours
35 and 15 minutes as stated above.
- 36 (g) Prior to the implementation of the change, the district
37 agrees to hold a community meeting at each impacted
38 school to receive feedback from the school community.

39 (2) There shall be no increase in noon-time assignments unless
40 such assignment is used to replace the sixth duty of a secondary or
41 special area subject teacher. These assignments will be filled on a
42 voluntary basis. In those circumstances where volunteers do not come
43 forward the noon-time assignments will be filled on no more than a
44 yearly rotating basis. Where available, aides will continue to be used for
45 noon-time assignments. In any event, there shall be no infringement on

the one-half hour duty-free lunch period. In those schools not affected by the Federal Court-ordered Desegregation Program, present lunch periods in excess of one-half hour shall continue unless modified by agreement of the Federation Building Committee and principal subject to the approval of the Associate Superintendent of Instructional Services and the Federation.

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

B. School Year

- (1) The teachers' school year shall consist of a maximum of 42 consecutive calendar weeks commencing no earlier than Labor Day. Effective July 1, 2017, teachers shall work a maximum of 188 days commencing no earlier than September 1st. Two of the 188 days shall be used for professional development prior to the opening or at the end of the school year. One of the 188 days immediately prior to the opening of school will be duty free for teachers to set up their classrooms. New personnel may be required to attend additional orientation sessions. If the Federation so desires one of such days shall be a professional Conference day (the date to be mutually agreed upon) devoted exclusively to matters relating to professional growth and problems in education; such conference to be conducted by the Federation. Effective, July 1, 2002, the BTF will relinquish said conference day.
- (2) Teachers requested to return to school beyond the 42nd week as defined above, for services related to the regular school program shall be paid for each working day of four or more clock hours at 1/200th of their annual salary; those teachers who work less than four clock hours per day shall be paid at the prevailing hourly rate. However, teachers may be required to return to complete their customary duties and records.
- (3) Make-up days shall be scheduled only when school closings bring the number of days of instruction (held and scheduled) below the minimum number of days required for the District to receive full state aid.
- (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 a **Cabinet**

1 **Member or Chief of Staff** to discuss Federation recommendations for
2 the calendar.

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ARTICLE IX
Class Size

7 A. Class Size Overage: Students that are registered but have yet to
8 attend will not be counted in a teacher's overage claim prior to BEDS
9 day. After BEDS day, any student that appears on the teacher's class
10 list (registered) will count towards the teacher's overage claim. Once a
11 student is removed from the class list and no longer registered for the
12 class, they will not count towards a teacher's overage claim.

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

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

19 D. Class Size (See Appendix G and H)

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	Standard Class Size	Maximum
Elementary		
Kindergarten	25	30
Primary Grades	27	30
Fourth - Sixth Grades	27	32

27 Effective 1971-1972, the maximum class sizes applicable to the
28 elementary school grades shall apply to all CPE classes.

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	Standard Class Size	Maximum
31 Secondary Classes		
32 a. Honors and Regents English	125	135
33 b. Honors and Regents – Other	135	150
34 c. Basic English	100	120
35 d. Basic - Others	125	135
36 e. Vocational Trades	20	24
37 g. Industrial Arts	20	24
38 f. Home Economics - Food, Clothing	20	22
39 h. Home Economics - Others	25	30
40 i. Typing	30	35
41 j. Drafting	25	30
42 k. Music -Theory Classes Only	25	35
43 l. Art	25	30
44 m. Physical Education	40	
45 n. Swimming Classes		35

Special Education Classes

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

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

- (1) The reduction of student-teacher ratios when students with disabilities are assigned to classes with students without disabilities.
- (2) The provision of adequate released time so that special education and non-special education teachers can confer.
- (3) The provision of additional services to support the student(s) with disabilities who have been so assigned. Said committee shall make its recommendations no 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

1 (240) minutes per day. Each such teacher shall have one (1) unassigned
2 preparation period per day. Exceptions may be agreed upon by the
3 Federation Building Committee and the principal.

4 B. By May 1, teachers may indicate a preference in their teaching
5 assignment. Teachers shall be notified of their planned assignment
6 by July 1. The assignment will be subject to change because of
7 unforeseen changes such as enrollment, staff, or program. Whenever
8 an assignment shift within a school is contemplated, the principal is
9 required to notify all teachers with the appropriate certification at least
10 two weeks in advance of the final decision. Teachers should be invited
11 to submit formal requests for reassignment. The principal is required to
12 provide an explanation to any teacher whose request is denied or who
13 is shifted against his/her will if the Federation so requests within ten
14 (10) school days of the denial. The principal's decision, however, shall
15 be final.

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

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

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

28 F. Split classes shall be eliminated whenever possible.

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

31 H. Inequities in assignments shall be proper subjects of grievance.

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

34 J. Special Area Subjects in Elementary Schools:

35 Each class in K-3 will be provided with one period per week of art,
36 one period per week of music, and one period per week of physical
37 education. These classes will be taught either by a specialist in each
38 subject area or by the classroom teacher. Each class in grades 4-6
39 shall be provided with a total of five periods per week of art, music,
40 and physical education periods to be taught by a specialist in each
41 subject area. Nothing in this Section shall preclude the District from
42 implementing a six-day rotation schedule, provided there is no reduction
43 in instruction in these subjects and/or loss of teaching positions in these
44 areas as a direct result of the implementation of the six-day schedule.

45 The District will enter a separate memorandum of agreement

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

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

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

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.

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.

- (1) Collection of money;
- (2) Recording, transferring or transmitting information which does not have a direct bearing on the learning experience of the child, such as:
 - (a) grading and recording the results of school-wide testing programs;
 - (b) making routine entries such as marks and attendance data on Pupil Permanent Record Cards;
 - (c) issuing and inventorying textbooks and supplies supervision of hallways, restrooms, lunchrooms and children while they are waiting for their bus.

O. Effective July 1, 2000, pupils shall be released as follows for professional staff development during the school year:

- (1) Elementary schools shall receive a minimum of four half-day releases to provide for professional staff development.

1 (2) High schools shall receive a minimum of six 1.5-hour early
2 releases or delayed openings to provide for professional staff
3 development. Such time shall be used for faculty meetings, in-service
4 training and other programs for professional improvement, as jointly
5 planned by the principal, faculty and the Federation Building Committee
6 for each school.

7 P. Teachers shall only be required to maintain one attendance form,
8 as per present practice.

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

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

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

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ARTICLE XI

Teaching Conditions

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

B. (1) The Board shall provide:

- (a) A separate desk with lockable drawer space for every
teacher in the system. Itinerant and floating teachers
shall be provided comparable lockable space.
- (b) Suitable closet space for each teacher to store coats,
boots and personal items.
- (c) Adequate chalkboard and bulletin board space in every
classroom.
- (d) Copies, exclusively for each teacher's use, of all text and,
where available, teacher's editions and manuals, used in
each of the courses taught.
- (e) A dictionary appropriate to classroom needs in each
classroom in grades 6 through 12.
- (f) Adequate attendance books, paper, pencils, pens, chalk,
erasers and other subject material required in daily
teaching responsibilities.
- (g) Adequate storage space in each classroom for instructional
materials where space permits.
- (h) All itinerant and floating teachers shall have available in
the school buildings they service the general supplies
appropriate to their function.

(2) Copy machines, devices for producing masters and other

office machines commonly used by teachers shall be made available for their use. There shall be at least one (1) copy machine per building for up to twenty-five (25) full-time teachers or their equivalent. At 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.

- (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.

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.

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.

E. The Board agrees at all times to keep the school reasonably equipped and maintained.

F. Custodial and similar supportive personnel shall not interfere with the performance of the teachers' duties.

G. Supplies and Petty Cash Fund

- (1) The Board of Education will spend \$1,750,000 for instructional supplies and materials. **Effective July 1, 2023, the Board of Education will spend at least \$4,000,000 for instructional supplies and materials. That amount will be increased by \$250,000 on July 1, 2024, and July 1, 2025.**

- (2) Of the amount allocated for this purpose, the Board will make available to each school \$8.00 per pupil, to be used for the incidental purchase of instructional supplies and materials.

The amount per pupil shall be increased to \$10.00

- 1 **effective July 1, 2023. The amount will be increased by**
2 **\$2.00 per pupil on July 1, 2024 and July 1, 2025.** Under
3 this arrangement, teachers may purchase incidental supplies
4 and submit a voucher for reimbursement, as approved by the
5 principal.
- 6 (3) From the amount allocated in paragraph G. (1), teachers of
7 Art, Music, Physical Education, Special Education, Science
8 Labs, Technology, and Home Economics/Home and Career
9 Skills shall have available to them, through a separate budget
10 allocation, funds with which to order supplies appropriate to
11 their program.
- 12 (4) Supply orders shall be forwarded to the appropriate
13 departments by the Building Principal by June 1st. Thereafter,
14 the Board shall make every effort to assure that the supplies
15 are at the schools by the opening day.
- 16 H. The Board hereby commits itself to a program assuring that there
17 be available in each school:
- 18 (1) At least one (1) room, appropriately furnished and ventilated,
19 which shall be reserved for use as a faculty lounge. Schools
20 that have over fifty teachers shall have at least two (2) lounges
21 for the exclusive use of the teachers, and
- 22 (2) "Men's" and "Ladies" restroom facilities available for the
23 exclusive use of the faculty on each floor of each building where
24 more than three (3) classes are held. The preceding sentence
25 shall apply only i) to buildings erected after January 1, 1981
26 and ii) to floors of other buildings where such facilities actually
27 were reserved for the use of the faculty as of January 1, 1981
28 so long as there continues to be more than three classes on
29 that floor.
- 30 I. Upon request of the teachers, the Federation Building Committee
31 may arrange for the installation of vending machines for staff use only.
32 The installation, operation, control and maintenance of the machine
33 shall be the responsibility of the teachers in that building subject to
34 reasonable safety precautions. All proceeds from these machines shall
35 be used in such manner as the teachers in that building shall determine.
- 36 J. Outside telephones shall be made available to the teachers free
37 of charge for official business. When teachers wish to discuss private
38 or confidential matters concerned with their official teaching duties,
39 the principal shall provide a telephone, the location of which ensures
40 privacy of conversation.
- 41 K. Where space is available, free, adequate, off-street parking
42 facilities shall be made available by the Board to teachers and other
43 Board personnel for their exclusive use. The cost of maintenance and
44 snow removal shall be borne by the Board.
- 45 Board parking spaces shall not be reserved or marked "reserved"

for other than the Building Principal and, if desired, for a faculty courier. 1
Reserved spaces shall be limited to two (2) per building. All other 2
parking spaces shall be filled on the basis of earliest arrival. School 3
parking facilities shall be for the use of the building staff. Accordingly, 4
the Board shall post appropriate notices to this effect. 5
L. Classroom interruptions shall be permitted only in case of urgency. 6
Persons other than Board of Education personnel shall be allowed 7
to enter classrooms only with prior consultation with the classroom 8
teacher. 9
M. Assembly programs shall be held to a minimum and held only 10
for meaningful special purposes and shall be conducted strictly on a 11
voluntary basis. Since these programs are an outgrowth of classroom 12
activities, teachers shall be encouraged to participate in at least one 13
program a year. 14
N. No teacher shall be required to transport a pupil in a personal 15
automobile, provided that when a teacher is requested and agrees to 16
transport a pupil, the Board will assume all liability in connection 17
therewith. 18
O. **Within one (1) week of the information becoming available,** 19
teachers shall be informed **and kept informed** of a student's 20
psychological, emotional, medical conditions and other information 21
including legal guardianship which might affect the student's 22
achievement or behavior or the safety of that student or others. 23
P. Teachers shall not be required to make two different sets of lesson 24
plans for the same preparation to be submitted regularly to members of 25
the administration. 26

ARTICLE XII 28

Employment and Termination of Personnel 29

A. For regular full-time academic classes as defined in the 31
Commissioner's regulations, and in the absence of appropriate eligible 32
lists, the Board agrees to appoint only temporary teachers who have 33
received at least a Bachelor's Degree, except in extreme emergencies. 34
During the life of this contract all classes will be taught by certified 35
teachers where available. 36

All newly-appointed teachers will be required to attend two (2) days 37
of orientation prior to the commencement of classes. Teachers will be 38
given ten (10) days' notice **where possible** of the scheduled orientation 39
days. The orientation sessions will be held between the hours of 40
8:30 a.m. and **3:30 p.m.** with a one (1) hour lunch break and shall 41
be completed prior to the Wednesday before the opening of school. 42
Newly-appointed teachers will not receive additional compensation 43
for attendance at orientation. Teachers who have previously worked 44
for the District for a minimum of one (1) year (160 days) as contract, 45

1 probationary or temporary teachers, and who are asked and who agree
2 to attend orientation, shall be paid at the contract rate.

3 **B. Teachers who must take additional CPR, first aid, or water
4 safety courses in order to continue teaching and/or coaching
5 in the District shall be reimbursed for the fees and cost of the
6 course upon seeking prior approval of the District and only if said
7 courses are not provided at no cost by the District.**

8 C. The Board will hire as substitute teachers only those who hold
9 a college degree or trade certification, provided, however, that if no
10 teacher so qualified is available, the Board will hire the best qualified
11 applicant available to serve as a substitute teacher.

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

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

20 **F. Teachers with two complete years of satisfactory teaching
21 service in an area for which they are certified and licensed
22 shall be granted a waiver from future "selection procedures" in
23 their certification areas and be provided with preference over
24 applicants with less service time in the Buffalo Public Schools.**

25 G. The District and the BTF shall co-operate in seeking the approval
26 necessary to establish and implement the Replacement Teacher Pool
27 in conformity with New York State Education Law, as applicable. The
28 purpose of the Replacement Teacher Pool is to provide a method by
29 which probationary appointments of temporary teachers serving in
30 encumbered positions may be made if the encumbered position is that
31 of a regular teacher on leave of absence without pay.

32 H. Whenever any vacancy shall occur in a school in any extra-
33 curricular activity for which there is compensation, the principal shall
34 publicize the same by giving written notice of such vacancy to the
35 Federation Building Committee and by providing appropriate posting
36 on the Teachers' bulletin boards for a minimum period of ten (10) school
37 days.

38 I. Summer school, Evening school, Recreational and Part-time
39 Programs - The following policy applies to the employment of teachers
40 in summer school, evening school, recreational and part-time programs

41 (1) Priority in summer employment shall be based upon previous
42 number of years of summer employment and present
43 employment in the Buffalo Public School System.

44 (2) Present satisfactory teachers in evening school, recreational
45 and part-time programs who teach in the Buffalo Public Schools

regularly shall continue to be hired as long as they desire the position, if the vacancy exists.	1
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(3) Vacancies	3
(a) For filling vacancies, priority in employment shall be given to qualified teachers in accordance with the above and in the following order:	4
1. Contract	5
2. Probationary	6
3. Temporary	7
4. Others	8
(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.	9
(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	10
(d) Teachers will be notified in writing of the receipt of their application and of their hiring/non-hiring for positions for which they apply.	11
(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:	12
1. Contract	13
2. Probationary	14
3. Temporary	15
4. Others	16
(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.	17
(6) Administrative personnel shall not be eligible for part-time paid assignments normally held by teachers except as provided in Section I. (3)(a), of this Article.	18
J. School 46 Adult Education Evening Program	19
(1) All teachers presently employed in the School 46 Adult	20

- 1 Education evening program shall continue to be employed
2 according to Article XII I. (2).
- 3 (2) Should a reduction-in-force occur, those teachers with the least
4 seniority in the School 46 Adult Education evening program
5 shall be excessed. Should two (2) or more teachers have
6 the same seniority in the School 46 Adult Education evening
7 program, those teachers shall be excessed on the basis of
8 system-wide seniority.
- 9 (3) Teachers employed in the regular School 46 Adult Education
10 evening program shall be given preference for available
11 summer School 46 Adult Education evening program positions
12 according to Article XII I.(2) and on the basis of their seniority
13 in the Summer School 46 Adult Education evening program,
14 should they so desire said positions. Teachers with the same
15 summer School 46 Adult Education evening program seniority
16 or no such program seniority shall be hired on the basis of
17 system wide seniority. Teachers in summer School 46 Adult
18 Education evening program accumulate seniority only for the
19 summer programs.
- 20 (4) Teachers employed in the School 46 Adult Education evening
21 program during the regular school year shall continue
22 employment in the Program regardless of summer employment
23 status as long as positions exist.
- 24 (5) Should additional positions become available in the School 46
25 Adult Education evening program they will be given to those
26 teachers previously excessed on the basis of their seniority in
27 the School 46 Adult Education evening program. Said positions
28 shall be filled on the basis of system-wide seniority for those
29 teachers possessing the same School 46 Adult Education
30 evening seniority. Refusal by an excessed teacher of a School
31 46 Adult Education evening position during the regular school
32 year only, shall remove that teacher's name from the existing
33 list.
- 34 (6) When the list of excessed teachers is reduced in number to two
35 (2), the Board will be required to annually advertise and accept
36 applications for new positions. Applicants will be hired for
37 those positions on the basis of seniority in the School 46 Adult
38 Education evening program or on the basis of system-wide
39 seniority should School 46 Adult Education evening seniority
40 be equal or nonexistent.
- 41 (7) **Effective July 1, 2023, class instructors and advisors**
42 **employed by the Adult Learning Center programs shall**
43 **be provided with a thirty (30) minute paid period per day**
44 **for the purpose of preparing lessons and/or completing**
45 **necessary paperwork.**

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

K. Adult Day Program

(1) Should there be a reduction in the amount of time allotted to this program, the work schedule of the teacher with the least service shall be reduced. For the purpose of this provision, service is defined as a teacher's length of continuous employment as a teacher in an Adult Education Day Program of the Buffalo Public Schools.

(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.

Service as a substitute under this provision shall be paid at the same hourly rate as the teacher normally receives.

All other factors being equal in the judgement of the Board, said substitute positions shall be filled on the basis of seniority in the Adult Day School program.

(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 I.(1).

(4) Effective July 1, 2023, class instructors and advisors employed by the Adult Learning Center programs shall be provided with a thirty (30) minute paid period per day for the purpose of preparing lessons and/or completing necessary paperwork.

L. 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.

M. 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.

1 Should a temporary teacher be terminated involuntarily for reasons
2 other than evaluation prior to the end of the school year, or should a
3 probationary teacher be terminated involuntarily for reasons other than
4 evaluation before attaining tenure status, the teacher shall be advised
5 upon request of the reason for termination and shall suffer no loss in the
6 regular pay and benefits for a period of at least thirty (30) days following
7 notice of termination. If the final determination is in the teacher's favor,
8 full restitution of position, pay and benefits shall be received. Sixty (60)
9 days' notice shall be required for termination of a teacher at the end of
10 the probationary period.

11 In any case, when the Board of Education notifies a teacher in
12 writing of pending termination, a copy of such notification shall be
13 forwarded to the Federation.

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

30 O. By May 1, teachers may submit names to the appropriate
31 Administrator for consideration in selecting teachers who assume the
32 role of helping teachers.

33 P. When an employee is absent without leave and without a
34 satisfactory explanation therefor for a period of ten (10) working days,
35 such absence shall be deemed to constitute a resignation effective on
36 the date of the commencement of such absence.

37 Q. Resignations and leaves of absence shall be effective for pay
38 purposes only, at the end of a school day, except when such resignations
39 or leaves of absence shall be effective upon the expiration of sick time
40 allowance.

41 R. When the Board receives written notice that a teaching position will
42 be vacant until the end of a semester or the end of a school year due to
43 the absence of a regular teacher, temporary teacher will be appointed
44 to fill that position. When the regular teacher who gives such notice is
45 absent on paid sick leave, he or she shall be guaranteed return to his

or her former position if it has not been abolished and provided that, if a reduction of staff has occurred, the teacher has sufficient seniority to have entitled him or her to retain that position.

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 performance.

H. If a teacher is reprimanded or warned by a supervisor for any

1 infraction of rules or delinquency in professional performance, such
2 teacher shall have the right to discuss the matter further with the
3 supervisor, and if such teacher determines it necessary a representative
4 of the Federation may be present at such discussion.

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6 **ARTICLE XIV**
7 **Teacher Transfers**
8

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

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

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

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

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

30 E. If the request for transfer is approved, the teacher's name shall
31 be placed on a transfer list, which shall be kept confidential, and
32 the teacher shall be advised by direct mail. In such cases, every
33 reasonable effort shall be made to transfer the teacher as soon as
34 possible in accordance with the teacher's wishes. In selecting teachers
35 to be transferred, the following shall be considered in implementing the
36 provisions of Paragraph A above:

- 37 (1) Length of teaching experience in the school system. This factor
38 shall be controlling where all other factors are substantially
39 equal.
- 40 (2) Date of request for transfer.

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

44 G. It is desirable that transfers and changes in assignments be on
45 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, preference in order of their seniority for openings in their license area in other schools over 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. 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.

Except in cases of school closings as set forth above, a Federation delegate, alternate, Building Committee member or Executive Committee member shall not be involuntarily transferred unless there is a reduction-in-force at such teacher's school. In case of a reduction-in-force during the school year, the Building Committee members and up to two additional delegates (the two with the most seniority in District service) in office at the time the transfer is to take effect shall be the last persons considered for an involuntary transfer regardless of their seniority.

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

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

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

(1) Proper notice will be given to all professional staff members

- 1 listing all available openings and necessary qualifications.
- 2 (2) Teachers previously indicating a desire for transfer from their
3 present assignment and who are on the transfer list shall be
4 given due consideration for assignment to the new buildings.
- 5 (3) Teachers considered for transfer to new schools will be
6 contacted personally by a member of the Division of
7 Instructional Services and given an opportunity to discuss the
8 grade level and subject area of the new assignment.
- 9 (4) No applications for transfer to such schools shall be accepted
10 until the principal has been named.
- 11 I. The Building Committee shall have the right, upon the request
12 of any teacher, to consult with the principal concerning any aspect of
13 teacher assignment to duty.
- 14 J. A teacher may withdraw an application for transfer or change in
15 assignment and may refuse an offer of transfer or change in assignment
16 within four (4) business days without prejudice to consideration for
17 future transfer or change.
- 18 K. If an assignment or transfer is given a teacher, the teacher shall
19 have the right, upon request, to discuss such transfer or assignment
20 before it becomes final directly with the immediate Director or
21 Supervisor. If requested, the Associate Superintendent for Instructional
22 Services shall attend such discussion.
- 23 L. If requested by the teacher, a representative of the Federation
24 may be present at all meetings between teachers and members of the
25 administration relative to transfers.
- 26 M. The BTF and the District strongly encourage, though do not
27 mandate, that teachers notify the Board of Education in writing, on or
28 before May 31, of their intention to retire before September 1 of the
29 same year.

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

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ARTICLE XV

Teacher Promotions

41 A. Whenever any vacancy shall occur in any promotional position
42 in the Buffalo Public Schools for which there is not a promotional list,
43 the Board shall publicize the same by giving written notice of such
44 vacancy to the Federation and by providing for appropriate posting in
45 the Personnel Office and on Teacher Bulletin Boards in each school.

1 This notice shall clearly set forth a description of the qualifications for
2 the position, including duties, salary and the procedure for interview
3 and otherwise assessing the merits of applicants. No vacancy shall be
4 filled except on a temporary basis until such vacancy shall have been
5 posted for at least ten (10) school days prior to the last day on which
6 applications will be accepted. A "promotional position" is defined as
7 any position providing a salary differential (except for teachers working
8 pursuant to Article VIII B.(2) or any position on the administrative and
9 supervisory level. The provisions of this paragraph shall not apply to the
10 positions of Superintendent, Associate Superintendent and Assistant
11 Superintendent and to those situations in which positions are upgraded
12 and the former position abolished.

13 B. Any qualified person may apply for such vacancy. In filling such
14 vacancy, the Board agrees to give due weight to the professional
15 background and attainments of all applicants. Other factors being
16 equal, in the judgment of the Board, the applicant with the greatest
17 length of time in the Buffalo Public School System shall be selected for
18 the position.

19 **C. The Board agrees to provide written notification to all**
20 **applicants for a promotional position of both the receipt of their**
21 **application(s) and selection/non-selection for said position(s).**
22

23 **ARTICLE XVI**

24 Protection of Teachers

25
26 A. Parent-Teacher conferences are desirable and encouraged.
27 Parents desiring conferences with teachers shall make requests
28 through the Building Administrator. Upon granting such request the
29 administrator shall arrange that such conference shall be scheduled
30 when the teacher is not supervising pupils. If this is not possible,
31 appropriate relief shall be provided for the teacher.

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

35 B. The Board hereby assures teachers that it shall put its full support
36 behind the procedures and policies hereinafter recommended and
37 adopted by the Board in matters of discipline. The Board and teachers
38 recognize a mutual responsibility for the enforcement of such policies.
39 It is recognized and agreed that there is a continuing need to review
40 discipline policies and procedures, and to that end the parties agree to
41 appoint a specific professional study committee to study such policies
42 as provided in Article XX hereof.

43 C. Any case of assault on a teacher shall be promptly reported by
44 the teacher to the principal who shall immediately notify the Division
45 Head. All legal assistance shall be provided to the teacher through the

1 office of the Corporation Counsel in connection with the handling of the
2 incident with law enforcement and judicial authorities.

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

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

8 F. No derogatory letters or reports shall be placed in a teacher's file
9 without the teacher's knowledge and an opportunity to make a written
10 statement of defense to be attached to the derogatory statement.

11 G. Teachers shall receive instruction and directions only from
12 professional supervisory personnel.

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ARTICLE XVII

15

Teacher Liability

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

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ARTICLE XVIII

Discipline Policy

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

- (1) Each teacher is required to maintain appropriate pupil behavior in the classroom, so that the objectives of training for self-discipline and individual responsibility may be realized, and a favorable climate for learning may exist. To this end, the teacher knows the value of careful planning, good organization and thorough preparation for teaching the lesson.
- (2) When a pupil exhibits any marked deviation from good behavior, the teacher uses the techniques most appropriate to the occasion to correct and instruct the pupil in the proper mode of conduct. Recognizing that deviate behavior is sometimes a symptom of serious maladjustment, the teacher seeks the cause of the difficulty. When, in spite of the teacher's best efforts at correction, a pupil continues to misbehave, the teacher refers the case to the principal for advice and assistance.
- (3) The principal makes every reasonable effort to help the pupil adjust properly, using to good advantage the principal's broad knowledge and experience in child growth and development. Depending on the nature of the case, the principal may discipline the pupil directly in relation to the offense, may call in the parents for a conference, may refer the case for the attention of a psychologist or school social worker, may suspend the pupil, or may use a combination of these procedures - as well as other techniques - in accordance with the principal's best judgment.
- (4) Regardless of the cause of any pupil difficulty, no teacher or class is ever required to tolerate any act of gross misconduct, including flagrant discourtesy, abusive and vile language, acts of violence, and deliberate insubordination. The teacher has the right to remove any pupil whose behavior repeatedly disrupts the learning atmosphere of the class. The pupil shall not be readmitted until the teacher has conferred with the principal or assistant principal involved. The pupil shall not be returned to the same class until the teacher and administrator have

1 discussed the basison which improvement can be expected.
2 If it is mutually agreed that the pupil's behavior cannot be
3 expected to improve, another placement will be provided.
4 D. At the beginning of each school year, and whenever revised, the
5 Board shall provide to each Federation Building Delegate Chairperson
6 a copy of the Procedures for Pupil Suspensions

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8 **ARTICLE XIX**
9 Academic Freedom

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11 Academic Freedom shall be guaranteed to teachers and no
12 special limitations shall be placed upon study, investigation presenting
13 and interpreting facts and ideas concerning man, human society, the
14 physical and biological world, and other branches of learning, except
15 those standards of professional educational responsibility applicable to
16 elementary and secondary education.

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18 **ARTICLE XX**
19 Councils and Committees

- 20
21 A. (1) Professional Council - There is hereby established a permanent
22 "Professional Council" composed of six (6) members, three (3)
23 of whom shall be teachers selected by the Federation, and
24 three (3) of whom shall be appointed by the Superintendent.
25 (2) The Professional Council shall meet on call to discuss and study
26 subjects relating to the school system including standardized
27 testing, automated attendance in addition to those subjects
28 referred to this Council by the provisions of this agreement.
29 The Council shall establish its own rules of procedure and shall
30 provide for a rotating chairperson who will be responsible for
31 the arrangement and conduct of the meeting. It shall make its
32 reports to the Superintendent and the Federation.
33 (3) The Professional Council may recommend the formulation of
34 committees composed of other teachers and administrators,
35 members of whom shall be appointed by the Federation and
36 the Superintendent, to study and report upon mutually agreed
37 upon subjects.
38 (4) The Professional Council shall be convened in order to
39 determine a procedure by which changes in curriculum shall
40 be implemented. The committee is charged with resolving
41 problems concerning notification of changes, planning time,
42 in-service training, and other matters which will facilitate the
43 changes.
44 (5) The Professional Council shall be convened within 30 days of
45 the ratification of this agreement for the purpose of developing

a mentoring program for new teachers. They shall report the results of their deliberations no later than 120 days from the initial meeting.

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

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

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

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

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

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

G. Teachers will be represented on interview teams for the purpose of establishing eligibility lists for the position of Assistant Principals. The Federation will submit a list of 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.

1 Any recommendation that would require a change to the collective
2 bargaining agreement by either the BTF and/or District will be submitted
3 to the parties, for their agreement. **Effective upon ratification, the**
4 **BTF/District Athletic Committee will meet as soon as possible, but**
5 **no later than thirty (30) days after ratification. Said committee will**
6 **make recommendations on improving the Buffalo Public Schools**
7 **Athletic Program and the hiring of coaches. If the committee**
8 **does not reach an agreement on a recommended Memorandum**
9 **of Understanding by June 30, 2023, the M.O.U. attached to the**
10 **contract settlement agreement executed on April 21, 2023 shall**
11 **take effect.**

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

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ARTICLE XXI
Faculty Meetings

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

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

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

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ARTICLE XXII
Quality Integrated Education

42 A. The BTF shall be represented on any committee formed by the
43 Board of Education to develop programs designed to facilitate quality
44 integrated education.

45 B. It is recognized that the success of a school program is dependent

upon the cooperation of parents, teachers, and the administration of each school. To facilitate the orderly participation of these groups, the establishment of a Parent Teacher Advisory Board in each school shall be encouraged. The structure and function of new Parent-Teacher Advisory Boards shall be jointly planned and mutually agreed upon by the BTF and the Board of Education.

ARTICLE XXIII
Special Area Teachers

A. Pupil Personnel Services

- (1) A committee of Pupil Personnel shall be established to develop an instrument and procedure for evaluation of such individuals.
- (2) The School Psychologists and School Social Workers shall be provided with the service of one additional secretary at School 26.
- (3) Recording devices shall be made available to all Psychologists, School Social Workers and Attendance Teachers.
- (4) There shall be Department Chairpersons for the Psychologists, Attendance Teachers and School Social Workers. These Chairpersons shall be assigned a reduced workload consisting of four (4) normal duty days but without the salary differential specified in Article XXV D (19).
- (5) The Board shall immediately upon the opening of school, survey each school as to the possibility of providing psychologists, school social workers, guidance counselors and attendance teachers with unencumbered telephones in all schools. Every effort will be made by the Board to implement this concept.
- (6) Whenever possible, caseloads for Counselors, School Social Workers, Psychologists and Attendance Teachers shall be maintained at the State recommended ratios.
- (7) Within 60 days of ratification of the Contract, the parties agree to establish a committee of psychologists, social workers, and counselors appointed by the BTF and administrators and other relevant individuals appointed by the Superintendent to discuss and make recommendations to the Superintendent/Board and Federation on issues related to addressing the social and emotional wellness of our students. The parties agree that the topic of caseloads and ratios for psychologists, social workers, and counselors shall be discussed, and recommendations made no later than 90 days after its meeting unless mutually extended in writing by the parties. Both the Superintendent and BTF may select no more than six (6) individuals to serve on the committee.**

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

classes which shall not exceed 30.	1
(5) The School shall be staffed with a full-time reading teacher and guidance counselor. Social worker, psychologist, and attendance services shall be maintained at adequate levels of service.	2 3 4 5
E. Speech Therapists	6
(1) A Department Chairperson shall be elected for the Speech Therapists. The Chairperson shall be assigned a reduced workload, but without the salary differential specified in Article XXV (D)(19).	7 8 9 10
(2) A centralized library of appropriate professional materials shall be maintained in the Central Office for the Speech Therapists.	11 12 13
(3) At the beginning of each school year and before beginning a regular weekly schedule, Speech Therapists may elect to spend one (1) day in each of their assigned schools to survey pupil needs. In addition, prior to the end of the school year, Speech and Language Therapists may elect to spend one (1) day to complete records, attendance reports, and other similar required reports, subject to the approval of the Superintendent or his/her designee. If a Speech Therapist finds that one day is not sufficient, additional time may be used, subject to the approval of the Superintendent or his/her designee.	14 15 16 17 18 19 20 21 22 23 24
F. Teachers of Students with Disabilities	25
(1) The Board of Education agrees to make every effort not to place a single class of students with disabilities within a single school building.	26 27 28
G. Reading Specialists	29
Reading personnel will be involved in the development of in-service reading courses for classroom teachers and teacher aides.	30 31
H. Miscellaneous	32
(1) Special area teachers shall, at their discretion, and with the approval of their special area supervisors or directors, be free to attend in-service sessions in whatever schools that have programs most significant to their professional area.	33 34 35 36
I. Individuals with Disabilities Education Act (IDEA)	37
By first using the resources available in the school and 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	38 39 40 41 42 43 44 45

1 in the school and other resources if deemed necessary and authorized
2 by the District, the referring teacher will be permitted to attend meetings
3 of the committee. The process of integrating a student with a disability
4 into the general education setting shall include conferences between
5 the referring teacher and the receiving teacher. The teacher designated
6 to participate when a student's initial classification and/or level of
7 service is before the Committee on Special Education, shall have a
8 vote at the CSE meeting if said vote is permitted by applicable State
9 and Federal regulations.

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ARTICLE XXIV
Teacher Aides

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

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ARTICLE XXV
Professional Compensation

24 **A. Effective upon ratification, active, full-time teachers and**
25 **psychologists employed by the District at the time of ratification**
26 **of this agreement that were hired by the District prior to January**
27 **1, 2023 shall receive a one (1) time bonus in the amount of 10%**
28 **of their new annual salary upon ratification within sixty (60)**
29 **days of ratification. Non-ALC, part-time teachers will receive a**
30 **percentage of their base salary after ratification. Adult Learning**
31 **Center teachers employed and active at the time of ratification**
32 **will receive a one-time bonus in the amount of \$1,000. Teachers**
33 **may have this deposited into their TSA subject to IRS limits and**
34 **pensionable to the extent permitted by the retirement system.**
35 **Teachers that retired between September 1, 2019 and ratification**
36 **shall receive (or their estates shall receive) a one-time payment in**
37 **the amount of: \$1,000 if they retired prior to September 1, 2020,**
38 **\$1,500 if they retired between September 2, 2020 and September**
39 **1, 2021 and \$2,000 if they retired between September 2, 2021 and**
40 **ratification of this agreement.**

41 **B. Salary Schedules and Step Compression**
42 **(1) Effective September 1, 2022, teacher and psychologist**
43 **salaries shall be increased by 8%. Coaching stipends**
44 **and hourly rates shall be increased by 8% effective upon**
45 **ratification of this agreement.**

- (2) Effective July 1, 2023, teacher and psychologist salaries, coaching stipends and hourly rates shall be increased by 6%. Step 20 on the salary schedule will be replaced by the previous Step 21 and all succeeding steps shall be adjusted accordingly. Two career increments shall be paid at Step 20. Step 26 shall be the new top step.*
- (3) Effective July 1, 2024, teacher and psychologist salaries, coaching stipends and hourly rates shall be increased by 4%. Step 18 on the salary schedule will be replaced by the previous Step 19 and all succeeding steps shall be adjusted accordingly. Two career increments shall be paid at Step 18. Step 25 shall be the new top step.*
- (4) Effective July 1, 2025, teacher and psychologist salaries, coaching stipends and hourly rates shall be increased by 3%. Step 16 on the salary schedule will be replaced by the previous Step 17 and all succeeding steps shall be adjusted accordingly. Two career increments shall be paid at Step 16. Step 24 shall be the new top step.*

*Active teachers at top step as of July 1, 2023, July 1, 2024, and July 1, 2025 shall receive a one-time \$1,500 stipend. This stipend shall be pensionable to the extent permitted by the retirement system.

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, 2022

Effective July 1, 2023

Effective July 1, 2024

Effective July 1, 2025

See Appendix B

See Appendix C

See Appendix D

See Appendix E

2) Salary Psychologists

Effective September 1, 2022

Effective July 1, 2023

Effective July 1, 2024

Effective July 1, 2025

See page 48

See page 48

See page 48

See page 48

3) Adult Education Day School

See Appendix I

4) Adult Education

Position

	Rate Per Hour			
	Effective	Effective	Effective	Effective
	7/1/18	4/24/23	7/1/23	7/1/24
		+8%	+6%	+4%
				7/1/25
				+3%
a. Apprenticeship Training				
First Year	\$29.72	\$32.10	\$34.03	\$35.39
Second Year	\$31.85	\$34.40	\$36.46	\$37.92
b. Adult Education Teachers				
First Year	\$29.72	\$32.10	\$34.03	\$35.39
Second Year	\$31.85	\$34.40	\$36.46	\$37.92

	Effective 7/1/18	Effective 4/24/23 +8%	Rate Per Hour Effective 7/1/23 +6%	Effective 7/1/24 +4%	Effective 7/1/25 +3%
1					
2					
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24					
25					
26					
27					
28					
29					
5) Summer Schools Teachers					
<i>Position</i>					
First Year	\$29.72	\$32.10	\$34.03	\$35.39	\$36.45
Second Year	\$31.85	\$34.40	\$36.46	\$37.92	\$39.06
6) Summer Playground					
<i>Swimming Teacher</i>					
First Year	\$29.72	\$32.10	\$34.03	\$35.39	\$36.45
Second Year	\$31.85	\$34.40	\$36.46	\$37.92	\$39.06
Asst. to the Swim Teacher	\$21.32	\$23.03	\$24.41	\$25.39	\$26.15
7) Saturday Morning					
<i>Music Teachers</i>					
First Year	\$29.72	\$32.10	\$34.03	\$35.39	\$36.45
Second Year	\$31.85	\$34.40	\$36.46	\$37.92	\$39.06
8) Public School Athletic					
<i>League Coaches</i>					
Activities for approved services rendered after the close of the regular school day	\$31.85	\$34.40	\$36.46	\$37.92	\$39.06
9) Intramural Physical					
Education Activities for approved services rendered after the close of the regular school day	\$31.85	\$34.40	\$36.46	\$37.92	\$39.06

	Effective 7/1/18	Rate Per Season			Effective 7/1/24	Effective 7/1/25
		Effective 4/24/23 +8%	Effective 7/1/23 +6%	Effective 7/1/24 +4%		
12) (a) High School Coaches						
Football Coach	\$6,415	\$6,928	\$7,344	\$7,638	\$7,867	
Asst. Football Coach	\$4,490	\$4,849	\$5,140	\$5,346	\$5,506	
Basketball Coach	\$6,415	\$6,928	\$7,344	\$7,638	\$7,867	
Swimming Coach	\$6,415	\$6,928	\$7,344	\$7,638	\$7,867	
Track Coach	\$3,848	\$4,156	\$4,405	\$4,581	\$4,718	
Baseball Coach	\$3,848	\$4,156	\$4,405	\$4,581	\$4,718	
Cross Country Coach	\$3,848	\$4,156	\$4,405	\$4,581	\$4,718	
Tennis Coach	\$3,848	\$4,156	\$4,405	\$4,581	\$4,718	
Soccer Coach	\$3,848	\$4,156	\$4,405	\$4,581	\$4,718	
Volleyball Coach	\$3,848	\$4,156	\$4,405	\$4,581	\$4,718	
Bowling Coach	\$1,924	\$2,078	\$2,203	\$2,291	\$2,360	
Hockey Coach	\$437	\$472	\$500	\$520	\$536	
Lacrosse Coach (Club)	\$437	\$472	\$500	\$520	\$536	
Ski Coach (Club)	\$437	\$472	\$500	\$520	\$536	
Cheerleading	\$3,208	\$3,465	\$3,673	\$3,820	\$3,935	

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) times the applicable salary.

1 (13) Salaries of Psychologists

2 **The beginning salary for a school psychologist shall**
3 **be \$56,019 effective September 1, 2022. Newly hired**
4 **psychologists will start at Step 2. (Increments shall still be**
5 **tied to Step 1; Step 1 will remain on the salary schedule).**
6 **Effective July 1, 2023, the starting salary shall be increased**
7 **to \$59,380. Step 20 on the salary schedule will be replaced**
8 **by the previous Step 21 and all succeeding steps shall be**
9 **adjusted accordingly. Two career increments shall be paid**
10 **at Step 20. Step 26 shall be the new top step.***

11 **Effective July 1, 2024, the starting salary shall be increased**
12 **to \$61,755. Step 18 on the salary schedule will be replaced**
13 **by the previous Step 19 and all succeeding steps shall be**
14 **adjusted accordingly. Two career increments shall be paid**
15 **at Step 18. Step 25 shall be the new top step.*** Effective
16 **July 1, 2025, the starting salary shall be increased to**
17 **\$63,608. Step 16 on the salary schedule will be replaced**
18 **by the previous Step 17 and all succeeding steps shall**
19 **be adjusted accordingly. Two career increments shall be**
20 **paid at Step 16. Step 24 shall be the new top step.*** In
21 addition, psychologists shall receive longevity increments
22 and differentials for approved courses of graduate hours of
23 credit beyond the bachelor's degree plus 30 hours and for
24 the master's degree and doctorate on the same basis as is
25 provided for teachers.

26 ***Active psychologists at top step as of July 1, 2023, July**
27 **1, 2024, and July 1, 2025 shall receive a one-time \$1,500**
28 **stipend. This stipend shall be pensionable to the extent**
29 **permitted by the retirement system.**

30 (14) Salaries of Guidance Counselors

31 **Effective July 1, 2023, the salary schedule for guidance**
32 **counselors shall be \$400 above the regular teachers' salary**
33 **schedule at each step.**

34 (15) Reading Specialists

35 **Effective July 1, 2023, the salary schedule for Reading**
36 **Specialists shall be \$400 above the regular teachers' salary**
37 **schedule at each step.**

38 (16) Teachers Assigned to Central Office

39 **Effective July 1, 2023, the salary schedule for teachers**
40 **assigned to the central office shall be \$600 above the regular**
41 **teachers' salary schedule at each step.**

42 (17) Demonstration Teachers

43 **Effective July 1, 2023, the salary schedule for demonstration**
44 **teachers shall be \$400 above the regular teachers' salary**
45 **schedule at each step.**

(18) Helping Teachers	1
Effective July 1, 2023 , the salary schedule for helping teachers	2
shall be \$400 above the regular teachers' salary schedule at	3
each step.	4
(19) Department Chairpersons	5
Effective July 1, 2023 , the salary schedule for Department	6
Chairpersons assigned by Board action shall be \$400 above	7
the regular teachers' salary schedule at each step.	8
(20) CPE Coordinators	9
Effective July 1, 2023 , the salary schedule for CPE	10
coordinators shall be \$400 above the teachers' salary schedule	11
at each step.	12
(21) School Social Workers	13
Effective July 1, 2023 , the salary schedule for School Social	14
Workers shall be \$400 above the teachers' salary schedule at	15
each step.	16
(22) Attendance Teachers	17
Effective July 1, 2023 , the salary schedule for Attendance	18
Teachers shall be \$400 above the teachers' salary schedule at	19
each step.	20
(23) Effective July 1, 2023, the salary schedule for teachers	21
providing instruction in a class where a bilingual extension	22
is required shall be \$1,000 above the regular teachers'	23
salary schedule at each step.	24
E. Placement on Schedule	25
(1) Credit for Prior Experience	26
(a) Teachers with appropriate public or private school teaching	27
experience shall be placed on the appropriate salary step	28
based on successful years of such experience. Effective	29
July 1, 2016, newly hired teachers will start at Step 2.	30
(Increments shall be tied to Step 1; Step 1 will remain on	31
the salary schedule). For teachers employed by the District	32
for the first time on or after July 1, 1999, appropriate	33
experience is defined as teaching in an institution	34
accredited by a state or U.S. federal agency, or, in the case	35
of a social worker, guidance counselor or psychologist,	36
employment in such a state or federally accredited social	37
welfare agency or institution. With respect to the post-	38
secondary level, appropriate experience shall include	39
only regular full-time appointment to the rank of instructor	40
or above. A year of teaching experience shall include a	41
minimum of one hundred sixty (160) days of service during	42
a school year or calendar year. However, with respect to	43
years of service in which the teacher was paid for less	44
than 160 days, the teacher may combine days of service	45

1 rendered in two or more such years up to a total of 160
2 days and that may be counted as one additional year of
3 credited service for purposes of this paragraph. Prescribed
4 increments shall be effective July 1 of each year. Effective
5 July 1, 2001, the District shall inform new hires, at the time
6 of their hire and by a separate and independent form or
7 other correspondence, of the process by which application
8 can be made for prior service credit. Prior service credit, if
9 granted, will commence with the year in which the claim is
10 received and will not be paid for prior years.

- 11 (b) Appropriate experience with the Peace Corps, VISTA,
12 State Department of Education, military service dependents
13 schools, and comparable experience shall be considered
14 for placement on the appropriate salary step.
- 15 (c) Teachers currently employed who have not reached the
16 maximum salary step shall be granted credit for prior
17 experience where applicable as herein provided.
- 18 (d) A new teacher who has completed at least 100 days, but
19 less than 160 days of continuous, full time service as a
20 first year probationary or temporary teacher shall be given
21 a full increment in addition to the regular increment on
22 the September 1 following completion of the teacher's
23 Probationary term.
- 24 (e) Teachers with no prior service will be placed on Step 2.
25 Teachers with prior service will be placed based on Step 2,
26 the starting salary of newly hired teachers, e.g. a teacher
27 with four (4) years of prior service will be placed on Step 6.
28 Also see XXV E. (4) (a)
- 29 (2) Military Service Credit - Satisfactory military service for salary
30 credit may be granted up to a maximum of two (2) years.
31 Military service shall mean active duty service with the armed
32 forces of the United States or active duty status, in time of war,
33 with a nation allied with the United States. A year of military
34 service shall include a minimum of six (6) months of service
35 and not more than one step on the salary schedule shall be
36 considered for each year or major fraction of a year of military
37 service. Military service of less than six (6) months when added
38 to teaching service during the same calendar year or school
39 year may be considered appropriate for salary increment with
40 a minimum of one hundred sixty (160) days service. Teachers
41 currently employed who have not reached the maximum step
42 on the salary schedule shall be granted military service credit
43 as herein provided.
- 44 (3) Vocational (trade) Teachers Experience – Vocational teachers,
45 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 sixth step of the salary schedule upon initial employment. Teachers currently employed who have not reached the maximum step shall be granted similar prior experience credit for salary purposes.

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

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

Effective July 1, 2017, career increments shall be granted at the 15th, 17th, 19th, 20th, 21st, 22nd, 23rd, 24th, 25th, 26th, and 27th year of credited service. Effective July 1, 2018 these career increments shall be granted at the 15th, 16th, 17th, 18th, 19th, 20th, 21st, 22nd, 23rd, 24th, 25th, 26th, and 27th year of credited service.

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

- 1 purposes of longevity.
- 2 (5) Part-time teachers shall be credited with a year of satisfactory
3 service for salary purposes only upon completion of 160 days
4 of such service. Part-time service shall be combined to full day
5 equivalents. A part-time teacher means a day school teacher
6 other than a summer school or substitute teacher who teaches
7 five or more half-days per week but less than a full week.
- 8 (6) Probationary or contract teachers who lose their positions
9 because of job abolition and are reinstated from a preferred
10 eligible list during a school year shall receive a year of service
11 credit for increment purposes only for that school year.
- 12 F. Adjustments in Schedule Placement
- 13 (1) All adjustments, beyond the baccalaureate degree or its
14 equivalent for vocational teachers, of salary occurring as a
15 result of additional training shall be effective at the beginning
16 of the school semester next succeeding the date of the
17 conclusion of the course, provided, that in order to receive
18 payment from such date the teacher shall notify the Board
19 within thirty (30) days after such conclusion on a form provided
20 by the Board and, provided further, that the Board may delay
21 actual payment until a certificate of satisfactory completion is
22 received by the Personnel Office.
- 23 (2) To receive credit for additional training, courses taken after
24 September, 1968, must be:
- 25 (a) Certified by an appropriate degree granting institution as
26 being part of a recognized program leading to a certificate
27 of advanced degree, or
- 28 (b) Approved by the Superintendent of Schools as directly
29 relating to the field in which the teacher is working, or
30 as making a reasonable contribution to the teacher's
31 performance as a teacher.
- 32 (3) Credit for attendance at in-service courses conducted by
33 outside agencies shall be given if the course is approved in
34 advance by the Board of Education.
- 35 G. Temporary Change in Assignment
- 36 (1) Whenever a teacher is appointed Acting Principal for one
37 day or more, the teacher shall be relieved of classroom duties
38 for the period of the principal's absence. When a principal is
39 absent for less than one day, and no substitute is provided, the
40 teacher designated as Acting Principal shall not be expected to
41 handle any matters coming into the principal's office other than
42 emergency situations which require immediate attention.
- 43 (2) When a teacher is requested by an administrator and accepts
44 the duties temporarily of a promotional position for more than
45 three consecutive days, the teacher shall suffer no loss in pay

- and shall be paid at the daily rate of the position, if higher, at the increment level to which the teacher would be entitled, if promoted, for all such consecutive days.
- H. General Provisions
- (1) Since it is desirable for each teacher to use an uninterrupted planning period each day, the practice of using a regular teacher as a substitute, thereby depriving the teacher of the planning periods, is undesirable and should be discouraged. However, in an emergency when a teacher is asked and agrees to act as a substitute during the teacher's planning period, every effort shall be made to give such teacher compensatory time off provided such time off shall not interfere with classroom instruction.
 - (2) Teachers shall not be requested to accept additional children in their regular classes in excess of the maximum size set forth in Article IX because a substitute teacher was not used, except in the case of genuine emergency. Before making such a request of a teacher, every effort shall be made to arrange for a non-teaching member of the professional staff to take the class which should have been covered by a substitute teacher.
 - (3) Any teacher who, in pursuance of assigned school duties, is required to travel from one location to another during the course of a school day and for whom a car is not supplied shall be reimbursed at the prevailing IRS rate per mile. Travel to and from the teacher's home shall not be included. Mileage reimbursement shall be made by the District quarterly during the fiscal year.
- I. Participation in Extra-Curricular Activities
- (1) Teachers shall not be required to participate in 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.

1 (2) Extra compensation for athletic coaches will be distributed
2 over the appropriate season. Compensation for other extra-
3 curricular activities carried on over the entire school year will
4 be paid proportionately on a semester basis. Compensation for
5 extra-curricular activities carried on over the entire school year
6 will be paid proportionately on a semester basis. Compensation
7 for extra-curricular activities that are carried on within a single
8 semester will be paid at the end of that semester. In each case,
9 payment is contingent upon submission of the appropriate
10 statement of service.

11 (3) If a regularly scheduled payday falls on a scheduled holiday
12 or during a scheduled recess, paychecks shall be distributed
13 and made payable on the last working day before the holiday
14 or recess provided that that working day is not more than two
15 (2) consecutive calendar days prior to the regularly scheduled
16 payday.

17 (4) If a salary adjustment will result in a decrease of twenty-five
18 dollars (\$25.00) or more in a teacher's net pay, the teacher
19 shall be given at least thirty (30) days written advance notice
20 thereof if the adjustment was initiated by the District or as much
21 notice as the law permits if it was initiated by an outside party.
22 The required notice time may be reduced if there is insufficient
23 time remaining in the fiscal year to give it before making the
24 deduction.

25 (5) The teacher who loses a check shall receive a check from the
26 Board within fifteen (15) calendar days of the replacement date
27 that the Board is notified in writing that the check has been lost.
28 The Board agrees that the aforementioned fifteen (15) days
29 shall be the maximum time and every effort shall be made to
30 expedite the issuance of a replacement check.

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

33 K. Stubs of pay warrants which contain monies for additional services
34 shall include an itemization of the source of the monies included.

35
36 **ARTICLE XXVI**
37 **Employee Benefits**

38
39 **A. Health and Hospitalization**

40 (1) Health Care Coverage, The District will provide health insurance
41 coverage (one indemnity and 3 **Point of Service (POS)** plans)
42 with Blue Cross/ Blue Shield of Western New York serving as
43 the Third Party Administrator. Employees covered under this
44 agreement will have the option of participating in one of the
45 four (4) Blue Cross/Blue Shield plans in effect at the time of

ratification. Teachers may enroll in either the family plan or the individual plan coverage. Enrolled, full time teachers shall contribute the following **flat dollar amounts annually towards the healthcare plan they select.**

School Year	Individual Plan	Family Plan
2018-2019	\$600	\$1,500
2023-2024	\$750	\$1,750
2024-2025	\$850	\$1,900
2025-2026	\$950	\$2,050

Commencing July 1, 2023, Adult Learning Center/Part Time teachers' contributions toward health insurance shall be capped at \$6,500 annually for a family plan and \$2,500 annually for a single plan. This amount shall be increased by 5% every five (5) years.

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 (**2016-2019**), 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.

- 1 (v) Confidentiality. In all matters of providing health care
2 coverage there will be strict confidentiality.
- 3 (vi) Coverage will commence with a teacher's first day of
4 employment by the District unless the teacher waives
5 coverage in writing.
- 6 (b) The Plan will provide benefits at least equal in all ways to
7 the **2018-2019** BC/BS insurance plan provided by the District
8 as modified by the **October 17, 2016** collective bargaining
9 agreement which provides total maintenance of benefits
10 except for those modified and as listed below:
11 Standard hospitalization 42/43 with Rider 8 (dependents to
12 age 23), 9 (ambulance service), (47) hospital waiver of waiting,
13 (48) out-of-area hospital benefit; and Select contract 60/61 with
14 Riders 4 (outpatient emergency care), 8 (dependents to age
15 23), 21 (psychiatric), 22 (ambulatory care), 47 (medical waiver
16 of waiting) 48 (out-of-area medical benefit), Major Medical
17 coverage with a \$150/\$300 deductible. Effective February 1,
18 2017, Rx Rider P shall be \$10/\$25 + mail order, Rx Rider 8
19 shall be \$10/\$25 + mail order and co-pays for office visits shall
20 be \$15.
- 21 (c) In implementing The Plan, the parties agree to the following:
- 22 (i) There shall be no loss of benefits, coverage, or
23 enrollment eligibility for any teacher (including those
24 who retire subsequent to the approval/ratification of this
25 agreement) as the result of the change from current
26 health insurance (**2016-2019**) to The Plan unless
27 expressly stated herein.
- 28 (ii) There shall be no break in coverage.
- 29 (2) Effective February 1, 2017 all group health plans for active
30 teachers shall include coverage for prescription drugs with co-
31 payments of \$10 for generic drugs, \$25 for brand name drugs
32 and a mail order option.
- 33 (3) All negotiating unit members and covered retirees will
34 participate in any District-issued health insurance survey,
35 concerning which the Federation has been consulted, by
36 completing and returning same promptly to the office indicated.
- 37 (4) Where husband and wife are both employed by the Board,
38 only one spouse may be enrolled and then only for "family"
39 coverage.
- 40 (5) (a) Waiver Incentive: Eligible participants shall receive an
41 annual payment of **three thousand dollars (\$3,000)** in a
42 separate check payable in the second pay period in January
43 for participation during the prior calendar year. For the purpose
44 of the waiver, The Plan year is January through December. If an
45 individual participating in the waiver program elects to enroll in

- the District's health care program, the amount of the incentive will be proportionally reduced (**\$250** per month) based on the number of months the individual participated in the District's waiver program, eligibility for the incentive will cease, and the employee will be enrolled in the District's health care program of his/her choice with any administrative expenses incurred reimbursed by the Board.
- (b) Eligibility: Only full time employees who are eligible for one of the District's Health Care Plans and who can produce documentation which certifies that they have coverage for healthcare expenses **via** another source **other than the Buffalo Public Schools** are eligible to participate in the waiver incentive program.
- (c) Waiver Pool: The District will establish a reserve account made up of the difference between the 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 percent (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.

- 1 (e) At no time may a teacher participate simultaneously in both the
2 Waiver Incentive and the Waiver Pool programs.
- 3 (6) Full-time teachers who are absent on account of illness
4 and who have exhausted their accumulated sick leave shall
5 continue to receive full health and hospitalization coverage
6 as provided in Article XXVI A.(1) to be paid by the Board for
7 that period of illness not to exceed nine (9) months following
8 exhaustion of sick leave.
- 9 (7) Teachers on approved leaves of absence without pay, other
10 than sick leave, shall have the option to continue to receive full
11 health and hospitalization coverage as provided in Article XXVI
12 A. (1) for the period of the leave upon quarterly reimbursement
13 to the Board at the group plan rate.
- 14 (8) The Board agrees to pay the full cost for health and
15 hospitalization coverage as provided in Article XXVI A. (1)
16 during the period of lay-off for those teachers exceeded and
17 then reemployed.
- 18 (9) Temporary teachers who have been employed a minimum
19 of 100 days between September 1 and June 30, and who
20 are still on the payroll at the end of the school year, shall be
21 provided with continued medical and hospitalization coverage
22 throughout the summer recess. This provision shall not apply to
23 any temporary teacher who meets the above stated conditions
24 but who cannot return because of evaluation.
- 25 (10) Teachers **hired prior to June 30, 2026** who have fifteen (15)
26 years of service who leave employment with the District through
27 retirement are eligible to receive retiree health insurance.
28 Payment of the retiree's share of health insurance costs must
29 be made on a quarterly basis. At the time a teacher who
30 retires on or after July 1, 1997 becomes eligible, the retired
31 teacher shall enroll in Medicare Parts A and B. Effective July
32 1, 2001, it is understood that "retirement" means the receipt
33 of benefits from the New York State Teachers' Retirement
34 System within forty-five (45) days of the date of separation
35 from the District. Such retirees will be eligible for single or
36 family coverage under one of the group health plans set forth
37 in section XXVI A. (1), with copayments for prescription drugs
38 as provided for in such plans. Teachers who retire after July 1,
39 2017 shall, once they reach the age of 65 have the option to
40 receive benefits under a Medicare Advantage Plan or plan with
41 a substantially equivalent level of benefits. **Upon ratification**
42 **of this Agreement, teachers who retire who are eligible for**
43 **retiree healthcare shall contribute the following flat dollar**
44 **amounts in retirement.**
- 45

	Single Coverage		Family Coverage		
	Quarterly	Annual	Quarterly	Annual	
Effective 7/1/2018	\$162.50	\$650	\$375.00	\$1,500	1 2 3
Effective 7/1/2023	\$187.50	\$750	\$437.50	\$1,750	4
Effective 7/1/2024	\$212.50	\$850	\$475.00	\$1,900	5
Effective 7/1/2025	\$237.50	\$950	\$512.50	\$2,050	6 7

The contribution required at a teacher's effective date of retirement is fixed at that amount. 8
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Retired teachers will continue to be entitled to receive the same healthcare benefits as those they were entitled to upon retirement. 10
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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. 13
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Teachers who are hired on or after June 30, 2026 are not eligible for District-provided health insurance in retirement. Teachers not eligible for retiree healthcare shall be able to use monies contractually provided to a teacher for Termination Compensation and/or Early Retirement Incentive towards the cost of healthcare premiums in retirement. Covered retirees will be asked to maintain with the District current personal information, such as address, family status, and telephone number. 17
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(11) All future retirees **who receive healthcare in retirement** 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. 26
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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. 33
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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. 36
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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. 40
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1 B. Life Insurance

2 (1) The Board will pay the full cost of the annual premium for life
3 insurance under the plan in effect for 1969-70 for all employees.
4 Teachers shall have the option of purchasing extra insurance
5 benefits, when available, through personal premium payments
6 made through payroll deductions. **Teachers may also have**
7 **the option, where available from the insurance carrier, to**
8 **distribute the life insurance among their dependents.**

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

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

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

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

43 F. Termination Compensation

44 (1) Teachers with less than ten (10) years of service who leave
45 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 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

Within 60 days of ratification of this Agreement, the District will provide the BTF with a one-time \$175,000 payment toward the Supplemental Benefit Fund. Effective July 1, 2023, the District will pay into the BTF Supplemental Benefit Fund six hundred fifty dollars (\$650) per teacher. This amount will be increased by \$25 per teacher on July 1, 2024 and again on July 1, 2025.

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 procedure as established by the Federation.

I. Early Retirement Incentive Program

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

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 of the same year. Teachers may send such notice upon attaining age fifty-four (54).

1 The Early Retirement Incentive shall be 70% of the difference between
2 the final salary of the retiree and the annual salary for a teacher with
3 a Master's degree at Step 1 for the retiree's position at the time of
4 retirement. To be eligible for an Early Retirement Incentive, a teacher
5 must be eligible for retirement under the rules and regulations of the
6 New York State Teachers' Retirement System and not have reached his
7 or her 59th birthday before the effective date of retirement. A teacher
8 may turn fifty-eight (58) and maintain eligibility provided such notice is
9 sent when the teacher is fifty-seven (57) years old. Effective 7/1/2003,
10 teachers must have a total of fifteen (15) years of service with the
11 Buffalo Public Schools to be eligible to receive the Early Retirement
12 Incentive.

13 J. Direct Deposit Banking Program

14 The Board agrees to provide teachers with the option of
15 participating in a direct deposit total banking program through payroll
16 deductions. The bank to whom the deductions will be forwarded shall
17 be mutually agreeable to the parties.

18 K. BTF Extended Pay Plan

19 The Board agrees to permit teachers to authorize payroll deductions
20 to be forwarded to the BTF for the administration of an extended pay
21 plan.

22 L. Credit Union Authorization

23 The Board agrees to permit teachers to authorize payroll deductions
24 to be forwarded to a credit union to be designated by the BTF.

25 M. Federation as Disbursal Agent

26 The Federation shall become the disbursal agent for the Board of
27 Education payroll deductions slot whereby employees of the district in
28 this and other negotiating units authorize deductions for tax sheltered
29 annuity purposes. The Board shall not limit the choice of companies.
30 The Board shall provide the Federation with one end-check and one
31 computer printout on this program each payday. The Federation shall
32 become the disbursal agent for a Board of Education payroll deduction
33 slot whereby employees may authorize deductions for investment
34 purposes. The Board shall provide the Federation with one end-check
35 and one computer printout on this program each payday. All payroll
36 deductions pursuant to this section shall be made only upon receipt
37 of written authorization forms provided by the Federation and signed
38 by the individual employees. The Federation shall hold the District
39 harmless against all claims, demands and liabilities made which relate
40 to action taken pursuant to this section.

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ARTICLE XXVII

Medical and Dependent Care Spending Accounts

“SECTION 125 OF THE INTERNAL REVENUE CODE PLAN”

The Section 125 plan developed by the parties in accordance with the Internal Revenue Service Code (Section 125) shall be incorporated through this reference into this contractual agreement between the parties.

ARTICLE XXVIII

Sick Leave

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

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

(a) For personnel employed on a ten-month schedule, twelve (12) days per school year with full pay shall be provided. The total unused portion of the annual sick days' allowance shall be permitted to accumulate up to **two hundred fifty (250) days** subject to the extensions provided for below. **For the purpose of Termination Compensation, sick days shall be capped at two hundred twenty (220) days.**

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

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

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

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

(f) The principal or Division Head or Superintendent may

1 require a doctor's statement at any time in the case of
2 absence on account of illness.

3 (2) For Illness in the Immediate Family - The utilization of sick
4 time allowance for illness in the immediate family is authorized
5 provided that the use of sick time allowance for this purpose
6 shall in no case exceed ten (10) days. The use of time for
7 this purpose shall be charged against accumulated sick time
8 allowance of the individual. Immediate family, for purposes of
9 these regulations, shall include a parent, child, brother, sister,
10 grandparent, husband, wife, parent of husband or wife, or any
11 relative permanently residing in the personal household in
12 which the employee resides.

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

16 (1) Personal Illness - Beginning with the 1980-81 school year,
17 upon employment, temporary teachers shall be credited with
18 two (2) days in addition to one (1) day at full pay for each
19 month of service or major fraction thereof, within a given school
20 year. Any unused portions of sick time allowance granted to
21 temporary teachers shall be cumulative in accordance with
22 the provisions of subparagraph A (1) (a) of this Article in those
23 cases where the services of temporary teachers through
24 reappointment or appointment to probationary status, are
25 continued during successive fiscal years. Temporary teachers
26 shall also be permitted to accumulate unused portions of sick
27 time allowance in non-successive fiscal years which they work
28 subsequent to fiscal year 1979-80. Temporary teachers, upon
29 employment, shall be credited with two (2) days in addition to
30 the one (1) day at full pay for each month of service as provided
31 for above.

32 (2) If at the end of a school year a temporary teacher has
33 accumulated unused sick leave credit, such credit may be
34 used to reimburse the teacher for sick leave taken without pay
35 during the year because of the unavailability of sick leave credit
36 at the time of the illness.

37 (3) Day school temporary teachers assigned for less than full-
38 time, but half-time or more, shall be allowed pro-rata sick leave
39 benefits based on the amount of time worked and the leave
40 provided in paragraph B(1) above and other leave as provided
41 in Article XXXII. Day school temporary teachers who work the
42 equivalent of two (2) days per week shall be entitled to five
43 (5) days of sick leave benefits annually. Day school temporary
44 teachers who work the equivalent of one (1) day per week shall
45 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 where absence or abstention from work is required or customary, and for urgent personal business which cannot be performed during non-school hours subject to the following conditions:

- (1) Personal leave taken pursuant to this paragraph shall not be deducted from accumulated sick time allowance. When a teacher has exhausted his or her sick time allowance, his or her unused personal leave days, if any, may be converted to sick leave. Personal leave days remaining unused at the end of the fiscal year shall be added to the teacher's sick leave accumulation on July 1st.
- (2) Personal leave may not be taken on the day before or the day after a holiday unless a request, specifying the reason, is made and approved.
- (3) For days other than those specified above, the teacher shall sign a statement certifying that such personal leave is being taken to conduct urgent personal business which cannot be performed during non-school hours. Temporary teachers assigned for less than full time, but half time or more, shall be allowed pro-rata personal leave benefits based on the amount of time worked and the leave provided in paragraph A above.
- (4) The above shall not preclude the granting of personal leave

1 without pay where conditions do not warrant leave with pay.
2 (5) Whenever possible, advance notice of forty-eight (48) hours
3 shall be given before the use of a personal day.

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

10 C. Graduation and Awards - To attend the teacher's own graduation
11 or ceremonies at which the teacher is the recipient of an award or
12 special honor, one (1) day with full pay, a second day without pay
13 if required. To attend the graduation of a member of the immediate
14 family, as elsewhere defined in this Contract, one (1) day with pay and
15 a second day without pay if required, when authorized in advance by
16 the Superintendent of Schools. As defined elsewhere in this contract
17 and when authorized by the Superintendent such absences shall be
18 granted from personal leave.

19 20 **ARTICLE XXX**

21 Leaves of Absence 22

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

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

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

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

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

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

- institution. 1
- (ii) Travel planned cooperatively with the Superintendent 2
of Schools, plans for which shall have been submitted 3
in writing and approved in advance. Such plans shall 4
constitute a predetermined program designed to improve 5
the individual's competence. 6
- (c) Leaves for Special Service – Special service leaves may 7
be granted for full time service when such service is 8
directly related to the teacher's area of work. Such leaves 9
shall be limited to special service performed for or with 10
an institution of higher learning, a foundation or research 11
organization, a state education department, the United 12
States Office of Education, the Peace Corps, or similar 13
institutions or organizations, plans for which shall have 14
been submitted in writing and approved in advance. Such 15
plans shall constitute a predetermined program designed 16
to improve the individual's competence. Leaves may not 17
be granted for the purpose of accepting a regular position 18
in another school system, except for approved participation 19
in an exchange teacher program. 20
- (d) Time during which the individual is on leave for study, 21
travel or special service, as described in this Article, or on 22
political leave as described in Article XXXI shall be credited 23
toward increment and longevity. Sick time allowance may 24
not be used, nor does it accrue in connection with leave for 25
study, travel or special service. Upon return from leaves 26
of absence as indicated above, teachers shall submit to 27
the Board evidence of the fulfillment of the purpose for 28
which the leave was granted. Should such evidence not be 29
submitted in a timely manner, credit for increment shall be 30
withdrawn. 31
- (e) Temporary Teachers, Special Consideration - Temporary 32
teachers who leave service for study, travel, or special 33
services as described in paragraphs (a), (b), or (c) of 34
subparagraph A (1) above shall, upon reapplication for 35
employment, have such leave experience given due 36
consideration. 37
- (2) Application for Leaves - Formal application for leaves of absence 38
specified in Paragraphs (a), (b) and (c) of this subdivision are 39
to be submitted to the Superintendent on prescribed forms at 40
least thirty (30) days before the effective date of leave; provided 41
that application for leaves effective September 1, must be filed 42
no later than the preceding July 1. Such application shall certify 43
(i) purpose of the leave, (ii) plans for the use of the leave, (iii) 44
date upon which the individual shall return to service, and 45

1 (iv) agreement that failure to return to active service on the
2 expiration of the leave granted shall be deemed by the Board
3 of Education and the individual to constitute a resignation
4 unless such failure is the result of illness or some other factor
5 that precludes the good intentions of the teacher to return to
6 service on the date of expiration.

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

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

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

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

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

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

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

H. One leave of absence without pay for a period of not more than one (1) year may be granted, upon application, to contract teachers for the purpose of accompanying a spouse who has been relocated to another community. Teachers shall not accrue any increment or other benefits from the period of such leave.

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

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

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

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

ARTICLE XXXI

Authorized Absences for Special Conditions

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

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

B. Conference and Workshops - For attendance at 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 C. Jury duty or other service required by law, court order or
2 other governmental authority beyond control of the individual and
3 necessitating absence from duty - with full pay, upon condition that
4 during such service, a teacher shall be required, when feasible, to
5 perform the duties of the position. Paid leave of absence under this
6 subdivision shall not be deducted from accumulated sick time allowance
7 or personal leave allowance. All pay or fees received because of such
8 jury duty or other service shall be assigned by the teachers to the
9 Board.

10 D. Death in the Immediate Family - As defined in Article III p.3 of this
11 Contract, for a period not to exceed five (5) working days, at full pay,
12 with no deduction from accumulated sick time allowance.

13 E. Absence for Part of Working Day – Attendance for the major part of
14 either the morning or the afternoon may, at the discretion of the principal
15 or Division Head, be allowed attendance for a half of a working day.
16 Absence for part of a working day shall be subject to the general rules
17 for absences, the deduction, if any, being half of the deduction for a
18 full working day. All such absences, whether with or without deduction,
19 shall be reported on the service record.

20 F. Political Leave - Upon request, permanent and probationary
21 teachers shall be granted political leaves in accordance with the
22 following provisions.

23 (1) With thirty (30) calendar days' notice, a teacher shall be
24 granted up to four (4) weeks leave without pay for the purpose
25 of campaigning as a candidate in a civic election for public election.

26 (2) At the end of the leave, the Board shall return the teacher to the
27 same or reasonably comparable position.

28 (3) The Board shall extend to the teacher who is elected or
29 appointed to public office a leave of absence or absences
30 without pay as needed to fulfill the terms of office. However,
31 said leave may be limited by the Board to a maximum of six (6)
32 years. At the conclusion of such leave of absence, the teacher
33 shall be returned to the same or a reasonably comparable
34 position.

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ARTICLE XXXII

37

Pay for Holidays, Board Days, Conference Days and Other Days when Schools Are Closed

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40 All temporary, probationary and permanent teachers shall be
41 entitled to regular pay for all days when the schools are closed. Illness
42 or short term leaves with pay spanning such days when the schools
43 are closed shall not be a basis for denying teachers' pay for such days.
44 There shall be no loss of sick time benefits for these days, provided the
45 teacher has sick leave credits on the day prior to the holiday.

ARTICLE XXXIII

**Absence Due to Severe Weather
and Other Emergency Conditions**

A. Teachers shall receive pay for absence on account of abnormally severe weather conditions in the Buffalo Metropolitan Area when certified by the Principal or Division Head and approved by the Superintendent of Schools.

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

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

ARTICLE XXXIV

Absence Due to Work Related Injury and Illness

A. The Board of Education shall provide for all employees covered by this agreement under the Workers' Compensation Law of New York State.

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

1 related illness) and the salary allowance paid the teacher under Workers'
2 Compensation law will be assigned to the District. For teachers injured
3 after January 1, 2017, where a teacher is unable to work due to a work-
4 related illness or injury, other than one caused by an assault, the Board
5 of Education shall continue the teacher's regular pay and benefits while
6 the teacher is unable to work for a period of up to one (1) year. If such
7 absence persists beyond the periods outlined above, from the date of
8 the first absence, each day of absence thereafter shall be deducted
9 from the teachers accumulated sick leave allowance, if any, until it is
10 exhausted. Any further such absence shall be paid in accordance with
11 the schedule from the Workers' Compensation Board.

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

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

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

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

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ARTICLE XXXV

Sabbatical Leave (See Appendix F)

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

35 B. Policy on Sabbatical Leaves

36 The purpose of granting sabbatical leaves to teachers and other
37 staff members is to improve instruction, to add to the professional skills
38 of the instructional staff members and to encourage individual research
39 and travel for the ultimate advantage of the Buffalo Public Schools. For
40 the purpose of administering this policy, a sabbatical leave is defined as
41 a leave for one semester at full pay or for two consecutive semesters at
42 one-half pay applied for and granted under the provisions of this policy.

43 The policy shall be as follows:

44 (1) Permanent contract members of the instructional staff who
45 are on active duty status and who have rendered satisfactory
credited service with the Buffalo Public Schools for at least

- seven years prior to the school year for which application is made, may be granted a sabbatical leave of absence for the purpose of study or travel for not less than one full semester or more than two consecutive semesters subject to the following conditions:
- (a) The maximum number of sabbatical leaves of absence authorized annually for members of the instructional staff represented by the Federation shall be the number specified in the contract in effect between the Federation and the Board.
 - (b) Educational objectives leading to the improvement of the practice of instruction will be given the highest priority. In cases where applications for sabbatical leaves of absence exceed the number authorized, precedence in granting such leaves shall be based on the significance of the educational objectives for which the leave is requested and on seniority of service in the Buffalo Public Schools.
 - (c) Staff members on sabbatical leave of absence shall receive full salary for a semester leave of absence or one-half salary for a two semester leave of absence. Such salary shall be subject to all regular payroll deductions.
 - (d) Applicants for a sabbatical leave of absence must include with their application a written agreement to remain in the employ of the Board for one year, such time to begin immediately upon the expiration of such leave, or in the case of resignation, to refund to the Board such portion of the salary paid during the leave of absence as the unexpired portion of the year shall bear to said period.
 - (e) The period of leave of absence shall count as regular service for the purpose of salary increment, retirement, life insurance coverage, and health insurance coverage and shall not count for the purpose of accumulating sick leave entitlement. A person on sabbatical leave of absence shall not be entitled to sick leave or other paid leave during such sabbatical.
 - (f) Personnel shall not be eligible for another sabbatical leave until seven years of credited service with the Buffalo Public Schools shall have expired following rein statement from a prior sabbatical leave.
- (2) Applications for sabbatical leaves of absence shall be submitted in writing to the Superintendent of Schools not later than March 1 for leaves starting at the beginning of a school year or not later than October 1 for leaves starting at the beginning of the second semester. Applications must contain a statement of the definite purpose for which the leave of

1 absence is desired. In case of sabbatical leave for study, this
2 statement must include the institution at which the individual
3 is to study and the courses to be pursued either leading to an
4 advanced degree or in the pursuit of an educational objective
5 or research study. In cases of sabbatical leave for travel, a plan
6 of travels must be submitted with justification of the educational
7 objectives to be gained in support of the person's area of
8 professional interest.

- 9 (3) A committee, composed of three members appointed by
10 the Superintendent and three members appointed by the
11 Federation, shall review applications for sabbatical leaves and
12 make recommendations to the Superintendent of Schools. The
13 decision of the Superintendent shall be final.
- 14 (4) Approved applications for sabbatical leave shall be submitted
15 to the Board for approval in April for leaves starting at the
16 beginning of the first semester and in November for leaves
17 starting at the beginning of the second semester.
- 18 (5) Staff members shall not engage in study for another trade
19 or profession or in gainful full-time employment while on a
20 sabbatical leave of absence.
- 21 (6) Upon returning from sabbatical leave, each person shall
22 present a full report regarding the use of the leave to the
23 division head for forwarding to the Superintendent of Schools.
- 24 (7) A staff member returning from sabbatical leave of absence shall
25 normally be reinstated to the teacher's former assignment. In
26 the event that circumstances render it not feasible to reinstate
27 the staff member to the teacher's former assignment, an
28 alternative assignment shall be made with preferences
29 of the staff member honored wherever feasible. The staff
30 member shall have the right, upon request, to discuss such
31 assignment before it becomes final directly with the teacher's
32 immediate Director or Supervisor. If requested, the Associate
33 Superintendent for Instructional Services shall attend such
34 discussion. (See Appendix J).

35 **ARTICLE XXXVI**

36 **General Leave Provisions**

- 37
38
39 A. In an emergency, a leave form shall be completed by the teacher
40 and submitted through channels immediately upon the return to work. It
41 is expected that a teacher will notify the principal of the circumstances
42 as soon as feasible.
- 43 B. Leaves of absence granted for reasons other than illness, or
44 personal business, shall not affect accumulated sick leave.
- 45 C. Permanent or probationary teachers returning from leaves of

absence shall be given the same or similar positions upon returning provided they are entitled to such position in accordance with their seniority in their tenured area.
D. Teachers who apply for leaves without pay for any purpose shall be provided with a written statement of accredited service accumulated during that school year for increment purposes at 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.

- 1 B. The Federation shall be given a place on the agenda of the
2 Orientation Program for new teachers.
- 3 C. All teachers shall be entitled to attend, free of charge, all school
4 activities, including athletic events.
- 5 D. This Contract shall supersede any rules, regulations or practices of
6 the Board which shall be contrary or inconsistent therewith, nor shall the
7 terms contained in any individual contracts heretofore in effect, which
8 may be contrary or inconsistent, prevail. Any contracts with individual
9 teachers shall be made expressly subject to the terms of this Contract.
- 10 E. Copies of this Contract, incorporating all amendments thereto, in
11 a format developed jointly by the Federation and the Board shall be
12 presented to all teachers now employed or hereafter employed by the
13 Board. The Board shall reimburse the Federation for one-half (1/2) the
14 cost of printing the contract.
- 15 F. This Contract may not be modified in whole or in part by the parties
16 except by an instrument in writing duly executed by both parties, and no
17 departure from any provisions of this Contract by either party, or by their
18 officers, agents or representatives, or by members of the negotiating
19 unit, shall be construed to constitute a continuing waiver of the right to
20 enforce such provision.
- 21 G. No action of the Board shall limit the individual rights of full
22 citizenship of all teachers.
- 23 H. Channels of Communications - Except as otherwise provided in
24 this Contract, communications by a group of teachers concerning a
25 particular school shall be sent to the principal as the responsible head
26 of the school five days before being sent to Central Office administrators
27 of the Assistant Superintendency rank or higher.

28 **ARTICLE XL**

29 Agency Shop and Financial Responsibility

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- 31
- 32 A. The Board and Federation recognize that the negotiation and
33 administration of collective agreements and related activities entail
34 expenses which are appropriately shared by all employees covered
35 by such agreements. They further recognize that the Federation by
36 reason of its status as the "exclusive representative" of all employees
37 in the negotiating unit is obligated to fairly represent all such employees
38 without regard to their membership in the Federation. In consideration
39 thereof, the Board agrees to deduct from the wages of all employees
40 in the negotiating unit who are not members of the Federation, any
41 agency fee in the amount equivalent to the dues of the Federation and
42 to promptly transmit the sums so deducted to the Federation.
- 43 B. Deduction of this agency fee provided for in Section 1 of this
44 Article shall be made, consistent with the dues deduction schedule of
45 this Agreement. The Board agrees to furnish the Federation with an

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

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

ARTICLE XLI

Conformity to Law - Saving Clause

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

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

ARTICLE XLII

Duration of Contract

This agreement shall be effective **as ratified on April 24, 2023** and shall continue in full force and effect through **June 30, 2026**.

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

IN WITNESS of this Agreement dated **April 21, 2023**, the parties hereinto set their hands and seals this **24th day of April, 2023**.

Appendix A
2018-2019 BTF Salary Schedule – Effective July 1, 2018
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	62,311
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	63,997	65,145	66,293	67,441	68,589	69,737	70,885	71,933	73,081	74,229	75,377	78,095
16	65,879	67,027	68,175	69,323	70,471	71,619	72,767	73,815	74,963	76,111	77,259	80,977
17	67,761	68,909	70,057	71,205	72,353	73,501	74,649	75,697	76,845	78,093	79,241	82,959
18	69,643	70,791	71,939	73,087	74,235	75,383	76,531	77,579	78,727	79,875	81,023	84,889
19	71,525	72,673	73,821	74,969	76,117	77,265	78,413	79,461	80,609	81,757	82,905	86,771
20	73,407	74,555	75,703	76,851	78,000	79,148	80,296	81,344	82,492	83,640	84,788	88,654
21	75,289	76,437	77,585	78,733	79,881	81,029	82,177	83,225	84,373	85,521	86,669	90,535
22	77,171	78,319	79,467	80,615	81,763	82,911	84,059	85,107	86,255	87,403	88,551	92,415
23	79,053	80,201	81,349	82,497	83,645	84,793	85,941	86,989	88,137	89,285	90,433	94,297
24	80,935	82,083	83,231	84,379	85,527	86,675	87,823	88,871	90,019	91,167	92,315	96,179
25	82,817	83,965	85,113	86,261	87,409	88,557	89,705	90,753	91,901	93,049	94,197	98,063
26	84,699	85,847	86,995	88,143	89,291	90,439	91,587	92,635	93,783	94,931	96,079	100,945
27	86,581	87,729	88,877	89,925	91,073	92,221	93,369	94,517	95,665	96,813	97,961	102,827

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 $\geq .5$ up, and $< .5$ down.

* Not the Starting Salary – Used Only to Calculate Increment ** Not the Starting Salary – Used Only to Calculate the Early Retirement Incentive

Appendix B
2022-2023 BTF Salary Schedule – Effective September 1, 2022
This Salary Schedule Reflects an 8% Increase over July 1, 2018
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	* 40,661							** 46,416				
2	42,694	43,934	45,174	46,414	47,654	48,894	50,134	48,449	49,689	50,929	52,169	55,104
3	44,727	45,967	47,207	48,447	49,687	50,927	52,167	50,482	51,722	52,962	54,202	57,137
4	46,760	48,000	49,240	50,480	51,720	52,960	54,200	52,515	53,755	54,995	56,235	59,170
5	48,793	50,033	51,273	52,513	53,753	54,993	56,233	54,548	55,788	57,028	58,268	61,203
6	50,826	52,066	53,306	54,546	55,786	57,026	58,266	56,581	57,821	59,061	60,301	63,236
7	52,859	54,099	55,339	56,579	57,819	59,059	60,299	58,614	59,854	61,094	62,334	65,269
8	54,892	56,132	57,372	58,612	59,852	61,092	62,332	60,647	61,887	63,127	64,367	67,302
9	56,925	58,165	59,405	60,645	61,885	63,125	64,365	62,680	63,920	65,160	66,400	69,335
10	58,958	60,198	61,438	62,678	63,918	65,158	66,398	64,713	65,953	67,193	68,433	71,368
11	60,991	62,231	63,471	64,711	65,951	67,191	68,431	66,746	67,986	69,226	70,466	73,401
12	63,024	64,264	65,504	66,744	67,984	69,224	70,464	68,779	70,019	71,259	72,499	75,434
13	65,057	66,297	67,537	68,777	70,017	71,257	72,497	70,812	72,052	73,292	74,532	77,467
14	65,057	66,297	67,537	68,777	70,017	71,257	72,497	70,812	72,052	73,292	74,532	77,467
15	68,222	69,462	70,702	71,942	73,182	74,422	75,662	72,845	74,085	75,325	76,565	79,500
16	70,255	71,495	72,735	73,975	75,215	76,455	77,695	76,010	77,250	78,490	79,730	82,665
17	72,288	73,528	74,768	76,008	77,248	78,488	79,728	78,043	79,283	80,523	81,763	84,698
18	74,321	75,561	76,801	78,041	79,281	80,521	81,761	80,076	81,316	82,556	83,796	86,731
19	76,354	77,594	78,834	80,074	81,314	82,554	83,794	82,109	83,349	84,589	85,829	88,764
20	78,387	79,627	80,867	82,107	83,347	84,587	85,827	84,142	85,382	86,622	87,862	90,797
21	80,420	81,660	82,900	84,140	85,380	86,620	87,860	86,175	87,415	88,655	89,895	92,830
22	82,453	83,693	84,933	86,173	87,413	88,653	89,893	88,208	89,448	90,688	91,928	94,863
23	84,486	85,726	86,966	88,206	89,446	90,686	91,926	90,241	91,481	92,721	93,961	96,896
24	86,519	87,759	88,999	90,239	91,479	92,719	93,959	92,274	93,514	94,754	95,994	98,929
25	88,552	89,792	91,032	92,272	93,512	94,752	95,992	94,307	95,547	96,787	98,027	100,962
26	90,585	91,825	93,065	94,305	95,545	96,785	98,025	96,340	97,580	98,820	100,060	102,995
27	92,618	93,858	95,098	96,338	97,578	98,818	100,058	98,373	99,613	100,853	102,093	105,028
28												
29												
30												

Increment = 2,033 Grad. Credit = 124.00 (pd in units of 10 hours) Masters = 2,085 Dr. = 2,935 Longevity Incentive = 1,132

The rounding practice used by the parties in completing the salary schedule will be the universal concept of $\geq .5$ up, and $< .5$ down.

* Not the Starting Salary – Used Only to Calculate Increment ** Not the Starting Salary – Used Only to Calculate the Early Retirement Incentive

Appendix C
2023-2024 BTF Salary Schedule – Effective July 1, 2023
This Salary Schedule Reflects a 6% Increase Over September 1, 2022
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	* 43,101							** 49,200				
2	45,256	46,570	47,884	49,198	50,512	51,826	53,140	51,355	52,669	53,983	55,297	58,408
3	47,411	48,725	50,039	51,353	52,667	53,981	55,295	53,510	54,824	56,138	57,452	60,563
4	49,566	50,880	52,194	53,508	54,822	56,136	57,450	55,665	56,979	58,293	59,607	62,718
5	51,721	53,035	54,349	55,663	56,977	58,291	59,605	57,820	59,134	60,448	61,762	64,873
6	53,876	55,190	56,504	57,818	59,132	60,446	61,760	59,975	61,289	62,603	63,917	67,028
7	56,031	57,345	58,659	59,973	61,287	62,601	63,915	62,130	63,444	64,758	66,072	69,183
8	58,186	59,500	60,814	62,128	63,442	64,756	66,070	64,285	65,599	66,913	68,227	71,338
9	60,341	61,655	62,969	64,283	65,597	66,911	68,225	66,440	67,754	69,068	70,382	73,493
10	62,496	63,810	65,124	66,438	67,752	69,066	70,380	68,595	69,909	71,223	72,537	75,648
11	64,651	65,965	67,279	68,593	69,907	71,221	72,535	70,750	72,064	73,378	74,692	77,803
12	66,806	68,120	69,434	70,748	72,062	73,376	74,690	72,905	74,219	75,533	76,847	79,958
13	68,961	70,275	71,589	72,903	74,217	75,531	76,845	75,060	76,374	77,688	79,002	82,113
14	68,961	70,275	71,589	72,903	74,217	75,531	76,845	75,060	76,374	77,688	79,002	82,113
15	72,316	73,630	74,944	76,258	77,572	78,886	79,000	77,215	78,529	79,843	81,157	84,268
16	74,471	75,785	77,099	78,413	79,727	81,041	82,355	80,570	81,884	83,198	84,512	87,623
17	76,626	77,940	79,254	80,568	81,882	83,196	84,510	82,725	84,039	85,353	86,667	89,778
18	78,781	80,095	81,409	82,723	84,037	85,351	86,665	84,880	86,194	87,508	88,822	91,933
19	80,936	82,250	83,564	84,878	86,192	87,506	88,820	87,035	88,349	89,663	90,977	94,088
20	85,246	86,560	87,874	89,188	90,502	91,816	93,130	91,345	92,659	93,973	95,287	98,398
21	87,401	88,715	90,029	91,343	92,657	93,971	95,285	93,500	94,814	96,128	97,442	100,553
22	89,556	90,870	92,184	93,498	94,812	96,126	97,440	95,655	96,969	98,283	99,597	102,708
23	91,711	93,025	94,339	95,653	96,967	98,281	99,595	97,810	99,124	100,438	101,752	104,863
24	93,866	95,180	96,494	97,808	99,122	100,436	101,750	99,965	101,279	102,593	103,907	107,018
25	96,021	97,335	98,649	99,963	101,277	102,591	103,905	102,120	103,434	104,748	106,062	109,173
26	98,176	99,490	100,804	102,118	103,432	104,746	106,060	104,275	105,589	106,903	108,217	111,328
												113,483

Increment = 2,155 Grad. Credit = 131.40 (pd in units of 10 hours) Masters = 2,157 Dr. = 3,111 Longevity Incentive = 1,200

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

* Not the Starting Salary – Used Only to Calculate Increment ** Not the Starting Salary – Used Only to Calculate the Early Retirement Incentive

Appendix D
2024-2025 BTF Salary Schedule – Effective July 1, 2024
This Salary Schedule Reflects a 4% Increase Over July 1, 2023
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	* 44,825							** 51,169				
2	47,066	48,433	49,800	51,167	52,534	53,901	55,268	53,410	54,777	56,144	57,511	60,746
3	49,307	50,674	52,041	53,408	54,775	56,142	57,509	55,651	57,018	58,385	59,752	62,987
4	51,548	52,915	54,282	55,649	57,016	58,383	59,750	57,892	59,259	60,626	61,993	65,228
5	53,789	55,156	56,523	57,890	59,257	60,624	61,991	60,133	61,500	62,867	64,234	67,469
6	56,030	57,397	58,764	60,131	61,498	62,865	64,232	62,374	63,741	65,108	66,475	69,710
7	58,271	59,638	61,005	62,372	63,739	65,106	66,473	64,615	65,982	67,349	68,716	71,951
8	60,512	61,879	63,246	64,613	65,980	67,347	68,714	66,856	68,223	69,590	70,957	74,192
9	62,753	64,120	65,487	66,854	68,221	69,588	70,955	69,097	70,464	71,831	73,198	76,433
10	64,994	66,361	67,728	69,095	70,462	71,829	73,196	71,338	72,705	74,072	75,439	78,674
11	67,235	68,602	69,969	71,336	72,703	74,070	75,437	73,579	74,946	76,313	77,680	80,915
12	69,476	70,843	72,210	73,577	74,944	76,311	77,678	75,820	77,187	78,554	79,921	83,156
13	71,717	73,084	74,451	75,818	77,185	78,552	79,919	78,061	79,428	80,795	82,162	85,397
14	71,717	73,084	74,451	75,818	77,185	78,552	79,919	78,061	79,428	80,795	82,162	85,397
15	75,206	76,573	77,940	79,307	80,674	82,041	83,408	81,550	82,917	84,284	85,651	88,886
16	77,447	78,814	80,181	81,548	82,915	84,282	85,649	83,791	85,158	86,525	87,892	91,127
17	79,688	81,055	82,422	83,789	85,156	86,523	87,890	86,032	87,399	88,766	90,133	93,368
18	81,929	83,296	84,663	86,030	87,397	88,764	90,131	88,273	89,640	91,007	92,374	95,609
19	84,170	85,537	86,904	88,271	89,638	91,005	92,372	90,514	91,881	93,248	94,615	97,850
20	86,411	87,778	89,145	90,512	91,879	93,246	94,613	92,755	94,122	95,489	96,856	100,091
21	90,893	92,260	93,627	94,994	96,361	97,728	99,095	97,237	98,604	100,000	101,400	104,635
22	93,134	94,501	95,868	97,235	98,602	100,000	101,400	100,000	101,400	102,800	104,200	107,435
23	95,375	96,742	98,109	99,476	100,843	102,210	103,577	101,719	103,086	104,453	105,820	109,055
24	97,616	98,983	100,350	101,717	103,084	104,451	105,818	103,960	105,327	106,694	108,061	111,296
25	99,857	101,224	102,591	103,958	105,325	106,692	108,059	106,201	107,568	108,935	110,302	113,537
	102,098	103,465	104,832	106,199	107,566	108,933	110,300	108,442	109,809	111,176	112,543	115,778
								110,683	112,050	113,417	114,784	118,019

Increment = 2,241 Grad. Credit = 136.70 (pd in units of 10 hours) Masters = 2,243 Dr. = 3,235 Longevity Incentive = 1,248

The rounding practice used by the parties in completing the salary schedule will be the universal concept of $\geq .5$ up, and $< .5$ down.

* Not the Starting Salary – Used Only to Calculate Increment ** Not the Starting Salary – Used Only to Calculate the Early Retirement Incentive

APPENDIX F
Sabbatical Leave

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

APPENDIX G
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.

APPENDIX H
Class Size Compensation

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

Formula

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

(Article IX D)

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

APPENDIX I

Adult Education Day School Teachers

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

	Effective 4/24/23	Effective 7/1/23	Effective 7/1/24	Effective 7/1/25
First Year	40.86	43.31	45.04	46.39
Second Year	43.76	46.39	48.25	49.70

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

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