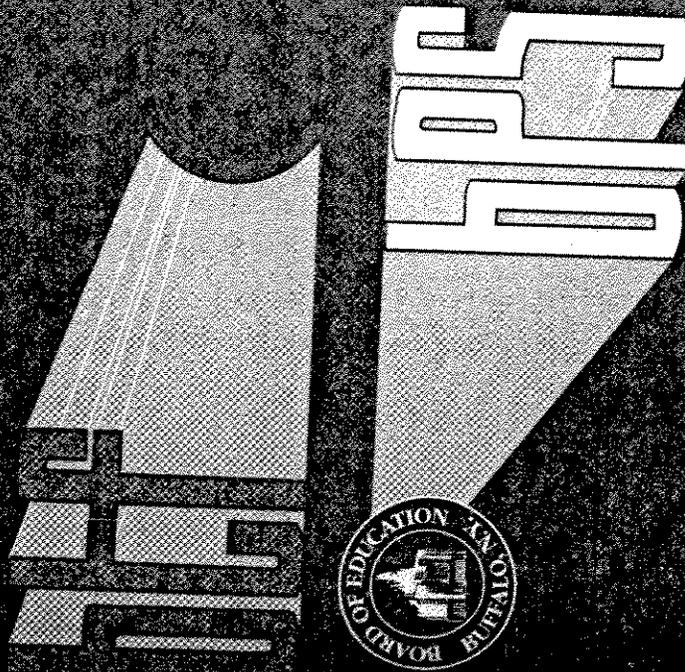
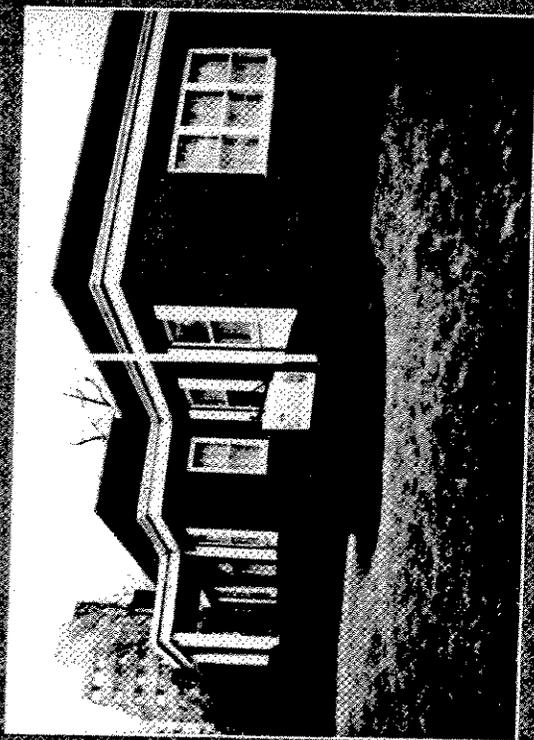


MASTER CONTRACT JULY 1, 1999



Between the
Buffalo Teachers
Federation
and the

Buffalo Board of Education



BUFFALO TEACHERS FEDERATION

BTF 881-5400

BTF Web Site:

<http://www.btfny.org>

BTF Fax 881-6678

BTF Tape Line: 881-4818

BTF SBF: 881-5462

Buffalo Board of Education:
851-3500



BUFFALO TEACHERS FEDERATION, INC.

Philip Rumore
President

Edith D. LeWin
Vice-President

Barbara Bielecki
Secretary

David Walker
Treasurer

Presidential Assistants
Edith D. LeWin
Albert R. Rodland, Jr.

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Melinda MacPherson	Sue Travis

UniServ Directors

Nas Afi
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NEA-NY
NEA
BUFFALO TEACHERS
FEDERATION, INC.

271 PORTER AVENUE
BUFFALO, N.Y. 14201
(716) 881-5400

btf

President PHILIP RUMORE

Dear Colleague:

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

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

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

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

- Testing – So much time is spent testing and preparing for tests that very little time is spent teaching that which is being tested!

- Teacher input – When will they learn that if they really do want to know what is wrong and what needs to be done, they should ask those who really know – teachers.

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

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

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

Sincerely,

PR

Philip Rumore, President

PR/ls



Marion Cañedo
Superintendent

BUFFALO PUBLIC SCHOOLS
712 CITY HALL
Buffalo, NY 14202
Phone: (716) 851-8679 Fax: (716) 851-3771

To the Teachers of the Buffalo Public Schools:

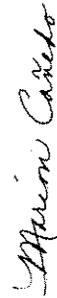
This contract represents the start of a new era for the Buffalo Public Schools. As a former teacher, I understand the many challenges all of you face each and every day, and it is my honor as Superintendent to continue to work towards improving our school system for the betterment of students.

Under the terms of this agreement, we will be able to offer more quality inservice programs for our teachers, which will keep our faculty at the top of their fields. We are pleased that we will be able to expand opportunities for the enrichment of our teaching staff, which in turn directly enriches our students.

In addition, this contract allows us to provide an enhanced complement of services to our children to meet their needs on a whole-child basis. Together, we will also make great strides towards addressing the wide spectrum of needs of our children by enlisting the services of community and social service agencies, as well as other outside groups, as needed.

We have always believed that the strength of this school system lies in its teachers. You truly make a difference in the lives of our children, and I thank you for that.

Very Truly Yours,


Marion Cañedo
Superintendent of Schools

MC/JCT

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Buffalo, New York
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Superintendent of Schools

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1 B. The Board of Education and the Buffalo Teachers
2 Federation agree that they shall give highest priority to the task
3 of meeting their individual and joint responsibilities for making
4 available to the children, youth and adults enrolled in the Buf-
5 falo Public Schools the finest educational programs possible.
6 Both parties recognize and agree that teachers are the most
7 critical component in the educational system. The successful
8 and competent performance by teachers of their duties in
9 the classroom is indispensable to the providing of quality edu-
10 cation for students. The ability of teachers to perform their duties
11 successfully is also dependent in part on a number of condi-
12 tions beyond their control, such as the availability to teachers
13 of adequate supplies and services. The Federation and the
14 Board through its representatives shall make appropriate
15 efforts to insure full, faithful and prompt compliance with the
16 foregoing.
17

ARTICLE II Fair Practices

18 A. The Federation agrees to maintain its eligibility to
19 represent classroom teachers by continuing to admit
20 persons to membership without discrimination on the
21 basis of race, creed, color, national origin, sex or marital
22 status, and to represent equally all employees without
23 regard to membership or participation in, or association with
24 the activities of any employee organization.
25 B. The Board agrees to continue its policy of not discriminat-
26 ing against any employee on the basis of race, creed, color,
27 national origin, sex, marital status, personal or political activity,
28 or membership in or association with the activities of any em-
29 ployee organization.
30 C. The Board and the Federation agree to promote the con-
31 cept of Affirmative Action as a means of implementing equal
32 employment opportunity for all persons and to cooperate in imple-
33 menting the affirmative action orders of the U.S. District Court,
34 but except to the extent that this Agreement must yield to orders
35 of the court, such implementation shall be subject to the provi-
36 sions of this Agreement.
37 It is not the intent of the above to limit or restrict the
38 Federation's right to utilize the grievance procedure or its
39 recourse through the courts.
40

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ARTICLE III Definitions

1 A. The term "teacher" when used hereinafter in the
2 Contract shall refer to all employees represented by the
3 Federation in the negotiating unit as defined above,
4 unless otherwise indicated.
5

6 B. The term "Board" and "Federation" shall include
7 authorized officers, representatives and agents. Despite
8 reference herein to "Board" and "Federation" as such, each
9 reserves the right to act hereunder by committee, individual
10 member, or designated representative, except as specifically
11 provided herein.
12

13 C. References made to male teachers shall include female
14 teachers.
15

16 D. The term "preparation period" shall refer to a duty free,
17 unassigned period to be used for professional purposes.
18

19 E. "Seniority" is defined as a teacher's length of total con-
20 tinuous service from the date of original probationary
21 appointment as a teacher in the Buffalo Public School System.
22 Leaves of absence without pay shall not be counted as service
23 for this purpose.
24

25 Effective Jan. 31, 1977, whenever temporary service has
26 been credited toward the completion of a probationary
27 period, it shall also be counted for the purpose of seniority.
28

29 F. For the purposes of administering provisions pertaining to
30 leaves of absence, the term "immediate family" shall include a
31 parent, child, brother, sister, grandparent, husband, wife, par-
32 ent of husband or wife, or any relative permanently residing in
33 the personal household in which the employee resides.
34

ARTICLE IV Negotiations and Impasse Procedures

35 A. The Board and the Federation agree to begin negotia-
36 tions concerning a successor or amended contract no later
37 than the first Tuesday in January of the final year of
38 the contract. Any contract or amended contract shall be
39 reduced to writing by the Board and the Federation.
40

41 B. If the parties fail to reach agreement by March 1,
42 thereafter, either party may declare that an impasse has been
43 reached and submit the unresolved issues to the Public
44 Employment Relations Board requesting that Board to render
45 assistance as provided in Section 209 of the Civil Service Law.

1 Any costs or expenses resulting from such assistance shall be
2 borne equally by the parties.

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

ARTICLE V

Grievance Procedure

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

B. Definitions

19 (1) A "grievance" is a complaint by one or more teachers,
20 of a violation, a misapplication or a misinterpretation of
21 this Contract, or of Board personnel policies.

22 (2) The term "teacher" includes any individual or group
23 of individuals within the negotiating unit.

24 (3) The term "days" used in this Article shall be school
25 teaching days, except that it shall mean weekdays
26 when schools are in summer recess.

27 (4) Matters pertaining to teacher evaluation shall not be
28 construed as coming within the grievance
29 procedure except as provided under the provisions
30 of Article XIII.

C. Structure

31
32 (1) Nothing herein contained shall be construed to pre-
33 vent any individual teacher from presenting a written
34 grievance and having the grievance adjusted, with-
35 out the intervention of the Federation, if the
36 adjustment is not inconsistent with the terms of this
37 Contract. If such adjustment would affect the inter-
38 pretation of the Contract, the Superintendent will
39 inform the Federation, and will meet and discuss the
40 matter with its representatives prior to such adjust-
41 ment. No such individual teacher may, however, be
42 represented by an officer, agent or member of
43 another teacher's organization.
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(2) There shall be established by the Federation a Cen-
tral Grievance Committee (CGC) which shall consist
of no more than three (3) persons selected by the
Federation. This committee shall represent the Fed-
eration at the second, third and fourth levels of this
procedure.

(3) The Board's Appeal Committee at the second level
shall consist of two (2) associate superintendents,
one of whom shall be the appropriate Division Head,
or their designees.

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

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

(1) Level One

(a) A teacher alleging a grievance may initiate this pro-
cedure by the following action: a teacher may
approach the immediate supervisor and discuss the
matter in his/her own behalf. The teacher may re-
quire 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 representa-
tive is to be present.

(b) In the event that the steps under (a) above are un-
successful 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 cop-
ies as follows: one copy each for the aggrieved
teacher, the Federation, and the immediate supervi-
sor. If Level One is bypassed, the supervisor's copy

1 will be delivered to the appropriate Division Head. A
2 written grievance shall be filed as soon as possible,
3 but in no event later than fifteen (15) days after oc-
4 currence of the facts giving rise to the grievance or
5 notice of such facts to the teacher, whichever is later.
6 (c) Within three (3) days following the filing of a
7 written grievance, a meeting shall take place
8 between the immediate supervisor, the aggrieved
9 teacher, and the Federation representative
10 to attempt to resolve the grievance. If the im-
11 mediate supervisor resolves the grievance to the
12 satisfaction of the aggrieved teacher, the
13 supervisor shall deliver a written answer to said
14 teacher, explaining said resolution if the teacher so
15 requests. In the event that the immediate
16 supervisor does not resolve the grievance, the
17 supervisor shall deliver a written answer to that
18 effect to said teacher. The written answer in each of
19 the above instances shall be delivered as aforesaid
20 not later than two (2) days following the meeting
21 described in this subsection (c).
22 (2) Level Two

(a) If the grievance is not settled at Level One above,
the Federation may, within five (5) days after the an-
swer is rendered or due at Level One, notify the
appropriate Division Head in writing, with a copy to
the Associate Superintendent for Personnel, that it
appeals the grievance stating the grounds for such
appeal. The Associate Superintendent for Person-
nel shall, within five (5) days after receipt thereof,
convene a Level Two meeting between the Central
Grievance Committee and the Board's Appeal Com-
mittee, and a written answer as described in Article
V, D, (1), (c), on or attached to the grievance, shall
be rendered within five (5) days thereafter and
delivered to the Federation.

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

(3) Level Three

(a) If the grievance is not settled at Level Two above,
the Federation may appeal to the Superintendent
by filing a written notice of appeal with the

1 Superintendent within ten (10) days after the
2 answer is rendered or due at Level Two, stating the
3 grounds for appeal. The Superintendent will meet with
4 the Federation Grievance Committee within seven
5 (7) days after receipt of written notice of appeal
6 for the purpose of resolving the matter. The
7 Superintendent's written answer to said grievance
8 shall be transmitted to the Federation within seven
9 (7) days after the meeting.
10 (4) Level Four

(a) Within thirty (30) days of receipt of the answer or
after the answer is due, the Federation may by no-
tice request that the matter be submitted to arbitration.
(b) The arbitrator to be appointed to hear the grievance
shall be selected by the Public Employment Rela-
tions Board in accordance with its rules, which shall
likewise govern the arbitration hearing.

(c) Arbitrators shall limit their decisions strictly to the
application and interpretation of the provisions of this
contract, and shall be without power or authority to
modify or amend it or make a decision contrary to
law. Arbitrators shall render their decisions in writing
and set forth their findings and conclusions on the
issues submitted.

(d) The decision of the arbitrators, if made in accordance
with their jurisdiction and authority, as defined herein,
will be accepted as final by the parties to the dispute
and both will abide by it.

(e) The costs of any arbitration under this Article
shall be divided equally between the Board and the
Federation.

E. Miscellaneous

(1) If the complaint against the teacher is not sustained,
the teacher shall be reinstated with full reimburse-
ment of all compensation lost thereby. If the teacher
shall have been found to have been improperly de-
prived of any professional advantage, the same shall
be restored to the teacher or its 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 time of the day mutually

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

E. Federation Leave

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

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

Years of service for teachers granted leaves of absence for the purpose of service as an elected officer of the Federation shall count toward their seniority in the District and the years of service necessary to qualify for the retirement benefit granted teachers in Article XXVI 1 (A)(7) and Article XXVI 2 (A)(10) of this Contract.

Teachers who select the option of receiving a paid leave of absence under this section shall be entitled to all payroll services and fringe benefits which

1 are available to other teachers. The Federation shall
2 reimburse the Board on an annual basis for the
3 individuals' salary and fringe benefits costs.
4 F. Superintendent's Meeting — The Superintendent and
5 representatives of the Federation shall meet regularly on at
6 least a monthly basis to discuss matters relating to the imple-
7 mentation of this Contract, and other matters of concern. If the
8 Superintendent is not available, a representative shall be des-
9 ignated, or, if the Federation prefers, the meeting shall be
10 rescheduled for the earliest date on which the Superintendent
11 is available.

12 G. Board of Education Meetings — There shall be two (2)
13 seats reserved for the Federation at all School Board
14 meetings, and the Board shall furnish to the Federation a Board
15 Agenda Folder prior to each Board meeting at the same time it
16 is received by the Board members, and copies of the minutes
17 of each Board meeting.

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

23 I. Board Input — The Board President shall recognize the
24 President of the Federation or a designee for the purpose of
25 expressing Federation viewpoints concerning matters on the
26 agenda or motions before the Board affecting teachers in gen-
27 eral or matters incorporated in this Contract.

28 J. Release Time for Joint Ventures — Whenever repre-
29 sentatives of the Federation are mutually scheduled by the
30 parties to participate during work hours in conferences, meet-
31 ings, or in negotiations, they shall suffer no loss in pay.
32 It is understood and agreed, however, that the Board shall not
33 be obligated to pay the salaries of more than five (5) represen-
34 tatives of the Federation for each session. Negotiations shall,
35 whenever practicable, be scheduled during normal business
36 hours.

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

L. Board Provided Lists

1 (1) Faculty Lists — The Board shall transmit to the
2 Federation a faculty list of each school on or
3 before September 30 and February 28.

4 (2) Seniority Lists — The Board shall maintain and trans-
5 mit to the Federation the updated seniority lists of
6 each tenure area.

M. Communication Service

7 (1) Bulletin Boards — The Federation shall have the right
8 to post notices of its activities and matters of
9 Federation concern on teacher bulletin boards, at
10 least one of which shall be provided in each school
11 building.

12 (2) School Pony — The Federation may use the pony
13 mail service and teacher mail boxes for communica-
14 tions to teachers. The Board shall provide for a
15 Federation mailbox in the Central Office mailroom
16 for the purpose of receiving incoming mail.

17 The BTF Office, located at 271 Porter Avenue, Buffalo,
18 New York, shall be a regularly scheduled stop for the
19 School Pony trucks both for receiving incoming mail and
20 for pick-up of materials for distribution to teachers.

21 (3) Public Address — Announcements of meetings may
22 be listed in school activity bulletins and the public
23 address system may be used for announcing the
24 date, time and place of the meetings.

25 (4) Organization Identification — No teacher shall be
26 prevented from wearing an insignia, pin, or other iden-
27 tification of membership in the Federation on school
28 premises provided it is not distracting in size.

29 N. Use of School Facilities — The Federation shall have the
30 right to use school buildings, facilities and equipment, pursu-
31 ant to existing practices and policies, provided that such
32 use shall not interfere with the regular school program and
33 provided that when any meeting is held in the evening and
34 special custodial service is required, the Board may make a
35 reasonable charge therefor. No charge shall be made for use
36 of school rooms before the commencement of the school day,
37 nor until 4:30 P.M.

38 O. Duly authorized representatives of the Federation shall
39 be permitted to transact official organization business on school
40 property at all reasonable times, provided that this shall not
41 interfere with or interrupt normal school operations, and sub-
42 ject to the approval of the principal; however, the principal shall
43 not withhold his approval unreasonably.
44
45

1 P. Release Time — When it is necessary for the President
2 of the Federation or a designee to engage in Federation activi-
3 ties directly relating to the Federation's duties as representative
4 of the teachers which cannot be performed other than during
5 school hours, upon the approval of the Superintendent or a
6 designated representative upon reasonable notice, the Fed-
7 eration representative shall be given such time, without loss of
8 pay, as is necessary to perform any such activities. The Presi-
9 dent of the Federation or a representative shall be allowed to
10 visit schools to investigate working conditions, teacher com-
11 plaints, problems, or for other purposes relating to Federation
12 affairs. Upon the arrival of the President or a representative at
13 any school, the principal, or if absent, the principal's represen-
14 tative, shall confer with the President in order to facilitate the
15 purpose of the visit. Building Administrators shall not be re-
16 quired to meet with any representative or agent of the
17 Federation who is not a member of the negotiating unit or
18 employed by the Federation. Whenever possible the President
19 shall give advance notice of the visit and, upon arrival, report
20 his/her presence to the office. The Federation and its officers
21 recognize and agree that this privilege should not
22 be abused.

23 Q. Convention Attendance — The Board shall grant
24 annually to the Federation a total of fifty (50) teacher days with
25 pay to be distributed to delegates and/or alternates for atten-
26 dance at conventions of the Federation's state affiliate. If
27 additional days are required various delegates and/or alter-
28 nates to these conventions may use personal days.

29 R. The President of the Federation or his designee shall have
30 input into the development and implementation of any plan to
31 comply with court ordered desegregation/ integration. Consis-
32 tent with this commitment, the President of the Federation shall
33 meet on a regular basis with the Superintendent of Schools to
34 be informed and to offer recommendations regarding the
35 development and implementation of desegregation/integration
36 plans.

ARTICLE VII

Access to Information

37 A. The Board shall make available to the Federation upon
38 request, any and all information, statistics and records
39 relevant to negotiations, or necessary for the proper
40 administration or enforcement of this Contract.
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1 B. Whenever the Board is developing a proposed School
2 Budget, it will give notice to the Federation and will give the
3 Federation the opportunity to meet with either the Board or
4 such other representatives as the Board may elect/select to
5 discuss the proposed budget as it pertains to the provisions of
6 this Contract.

7 C. All funds, federal, state or local, above and beyond the
8 funds anticipated at the time the budget is approved and which
9 become available for operation and maintenance purposes and
10 which are not specifically assigned or limited by the source,
11 shall be itemized by specific source and amount. Such item-
12 ized list shall be delivered to the President of the Federation
13 as soon as available. Upon request, the Board shall confer
14 with the Federation concerning the anticipated use of such
15 funds. However, any monies received by the Board from local,
16 state or federal sources as a result of legislation which requires
17 the money to be used to increase teacher salaries and
18 benefits shall be used, to the extent so required, to increase
19 such salaries and/or benefits over and above those
20 established in this Agreement and the specific manner
21 of application of such monies shall be negotiated with
22 the Federation.

23 D. The Federation shall be notified of any anticipated
24 federal and state programs, and the Board shall negotiate with
25 the Federation concerning the effect of such programs on teach-
26 ing conditions and shall otherwise confer regarding such
27 programs.

ARTICLE VIII

Teaching Schedules

30 A. (1) The hours of service for teachers shall not exceed
31 (6) hours and fifty (50) minutes for each school day
32 beginning no earlier than 7:50 a.m. and ending no
33 later than 3:40 p.m. Changes from the previous year
34 in starting and ending times at a particular school
35 shall be made by the principal of each school in con-
36 junction with the Federation Building Committee,
37 subject to the approval of the Associate Superinten-
38 dent of Instructional Services and the Federation.
39 Notwithstanding the above, the Board shall have the
40 right, at the commencement of the school year with
41 30 days notice, to change the starting and ending
42 times at any school for the specific purpose of ac-
43 commodating bus schedules in an effort to improve
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1 the implementation of the court-ordered desegrega-
2 tion plan. Any such changes shall remain within the
3 starting and ending times stated above and shall not
4 increase the teachers' hours of service. All teachers
5 may be required to either supervise or teach during
6 the workday, subject to the conditions set forth in this
7 Agreement.

8 (2) There shall be no increase in noon-time assignments
9 unless such assignment is used to replace the sixth
10 duty of a secondary or special area subject teacher.
11 These assignments will be filled on a voluntary ba-
12 sis. In those circumstances where volunteers do not
13 come forward the noon-time assignments will be filled
14 on no more than a yearly rotating basis. Where avail-
15 able aides will continue to be used for noon-time
16 assignments. In any event, there shall be no infringe-
17 ment on the one-half hour duty-free lunch period. In
18 those schools not affected by the Federal Court-or-
19 dered Desegregation Program, present lunch periods
20 in excess of one-half hour shall continue unless modi-
21 fied by agreement of the Federation Building
22 Committee and principal subject to the approval of
23 the Associate Superintendent of Instructional
24 Services and the Federation.

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

29 B. School Year

30 (1) The teacher's school year shall consist of a
31 maximum of 42 consecutive calendar weeks
32 commencing no earlier than Labor Day with a maxi-
33 mum of 186 days therein on which teacher attendance
34 is required. New personnel may be required to
35 attend additional orientation sessions. If the Federa-
36 tion so desires one of such days shall be a
37 professional conference day (the date to be mutually
38 agreed upon) devoted exclusively to matters relating
39 to professional growth and problems in education;
40 such conference to be conducted by the Federation.
41 **Effective, July 1, 2002, the BTF will relinquish said**
42 **conference day.**

43 (2) Teachers requested to return to school beyond
44 the 42nd week as defined above, for services
45 related to the regular school program shall be paid

1 for each working day of four or more clock hours at
2 1/200th of their annual salary; those teachers who
3 work less than four clock hours per day shall be paid
4 at the prevailing hourly rate. However, teachers may
5 be required to return to complete their customary
6 duties and records.

7 (3) Make-up days shall be scheduled only when school
8 closings bring the number of days of instruction
9 (held and scheduled) below the minimum number of
10 days required for the District to receive full state aid.
11 (4) When make-up days are to be scheduled or when a
12 holiday is to be rescheduled, it shall be done on not
13 less than 30 days' notice in advance of the day to be
14 scheduled or, if on less than such notice, the District
15 and the Federation shall agree on the day to be
16 scheduled.

17 C. School Calendar — The Federation shall be furnished a
18 proposed school calendar at least two (2) weeks in
19 advance of the adoption of the calendar by the Board. At least
20 one (1) week in advance of adoption of the calendar represen-
21 tatives of the Federation shall meet with the Associate
22 Superintendent for Finance and Research to discuss Federa-
23 tion recommendations for the calendar.

24 ARTICLE IX

25 Class Size

26 A. Regular class sizes shall not exceed the maximum over-
27 load except in emergency situations and such situations shall
28 be discussed with the appropriate Building Committee.

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

33 C. Class Size (See Appendix K)

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

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

Secondary Classes	Standard Class Size	Maximum
a. Honors and Regents English	125	135
b. Honors and Regents — Other	135	150
c. Basic English	100	120
d. Basic — Others	125	135
e. Classes for the Mentally Retarded	18	18
f. Vocational Trades	20	24
g. Industrial Arts	20	24
h. Home Economics — Food, Clothing	20	22
i. Home Economics — Others	25	30
j. Typing	30	35
k. Drafting	25	30
l. Music — Theory Classes Only	25	35
m. Art	25	30
n. Physical Education		
o. Swimming Classes	40	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 comprised 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:

- a. The reduction of student-teacher ratios when handicapped students are assigned to classes with non-handicapped students.
 - b. The provision of adequate released time so that special education and non-special education teachers can confer.
 - c. The provision of additional services to support the handicapped student(s) 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. Of the remaining three periods, no more than two (2) may be assigned to non-teaching activities. The remaining period shall be an unassigned preparation period. Teachers of vocational and technical subjects shall be assured one (1) unassigned preparation period per day. The daily teaching load for special area subject teachers of art, music, foreign language, and physical education, whose assignment includes contact with elementary pupils shall not exceed more than two hundred forty (240) minutes per day. Each such teacher shall have one (1) unassigned preparation period per day. Exceptions may be agreed upon by the Federation Building Committee and the principal.

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

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

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

D. Whenever possible, case loads for counselors shall be limited to a 1 to 250 ratio. For the purpose of computing such

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

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

9 F. Split classes shall be eliminated whenever possible.

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

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

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

18 J. Special Area Subjects in Elementary Schools:

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

32 The District will enter a separate memorandum of agree-
33 ment incorporating the August 23, 2000 Board of Education
34 resolution regarding the phase in of art, music and phys-
35 ical education in the primary grades, beginning with the
36 2001-02 school year. The memorandum will include a sunset
37 provision corresponding to the last day of the parties'
38 negotiated agreement.

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

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

3 Preparation periods shall not occur before the arrival
4 or after the dismissal of pupils according to the normal sched-
5 ule for pupils in each school.

6 M. Unassigned Pre-kindergarten through sixth grade teach-
7 ers and unassigned seventh and eighth grade teachers in the
8 elementary schools may leave the building without requesting
9 permission during their scheduled lunch periods. Notification
10 of such absence will be given at a convenient place and there
11 shall be no interruption of teaching service. Other teachers
12 may leave the building during a non-teaching period for nec-
13 essary pressing business with the approval of the principal.
14 Such approval shall not be withheld without just cause.

15 N. It is recognized that the time of teachers should be utilized
16 for professional teaching activity and that non-teaching duties
17 shall be eliminated whenever possible. Toward this end, it is
18 agreed that a Joint Administration Federation committee shall
19 be established to study this matter, including the degree to
20 which the following activities are presently performed by teach-
21 ers and which of these activities can be eliminated as
22 responsibilities of the teacher by the end of the school year.

23 (1) Collection of money;
24 (2) Recording, transferring or transmitting information which
25 does not have a direct bearing on the learning experi-
26 ence of the child, such as:

27 (a) grading and recording the results of school-wide test-
28 ing programs;

29 (b) making routine entries such as marks and attendance
30 data on Pupil Permanent Record Cards;

31 (c) issuing and inventorying textbooks and supplies.

32 (d) supervision of hallways, restrooms, lunchrooms and
33 children while they are waiting for their bus.

34 O. Effective July 1, 2000, pupils shall be released as fol-
35 lows for professional staff development during the school
36 year:

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

40 (b) High schools shall receive a minimum of six 1.5
41 hour early releases or delayed openings to pro-
42 vide for professional staff development.

43 Such time shall be used for faculty meetings, in-service
44 training and other programs for professional improvement, as
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1 jointly planned by the principal, faculty and the Federation
 2 Building Committee for each school.
 3 P. Teachers shall only be required to maintain one
 4 attendance form, as per present practice.
 5 Q. Requests for services from special teachers and
 6 pupil personnel staff shall be given prompt and appropriate
 7 action.
 8 R. Part-time positions shall be eliminated whenever
 9 possible.
 10 S. Assignments in addition to the actual teaching of
 11 subject matter, (e.g. homeroom and study halls) will be filled,
 12 when possible, on a voluntary basis. In those circumstances
 13 where volunteers do not come forward, assignments will be
 14 filled on a yearly rotating basis. The District will make every
 15 effort to honor the request of a teacher who prefers to keep the
 16 same assignment on an annual basis.

17 ARTICLE XI

18 Teaching Conditions

- 19 A. Teachers shall have safe and healthful conditions
 20 under which to carry out their professional duties.
 21 B. (1) The Board shall provide:
 22 (a) A separate desk with lockable drawer space for
 23 every teacher in the system. Itinerant and float-
 24 ing teachers shall be provided comparable
 25 lockable space.
 26 (b) Suitable closet space for each teacher to store
 27 coats, boots and personal items.
 28 (c) Adequate chalkboard and bulletin board space
 29 in every classroom.
 30 (d) Copies, exclusively for each teacher's use, of all
 31 text and, where available, teacher's editions and
 32 manuals, used in each of the courses taught.
 33 (e) A dictionary appropriate to classroom needs in
 34 each classroom in grades 6 through 12.
 35 (f) Adequate attendance books, paper, pencils,
 36 pens, chalk, erasers and other subject material
 37 required in daily teaching responsibilities.
 38 (g) Adequate storage space in each classroom for
 39 instructional materials where space permits.
 40 All itinerant and floating teachers shall have avail-
 41 able in the school buildings they service the
 42 general supplies appropriate to their function.
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1 (2) Copy machines, devices for producing masters and
 2 other office machines commonly used by teachers
 3 shall be made available for their use.
 4
 5 There shall be at least one (1) copy machine per building
 6 for up to twenty-five (25) full-time teachers or their equiva-
 7 lent. At least two (2) copy machines shall be provided in
 8 the event that there are more than twenty-five (25) full-
 9 time teachers or their equivalent in the building. Should
 10 there be more than fifty (50) full-time teachers or their
 11 equivalent in the building, a third copy machine shall be
 12 provided and one (1) of three (3) machines will be a high
 13 volume machine.

14 (3) When assigning school space, the Board of
 15 Education will give due consideration to the needs of
 16 teachers for adequate classroom space and
 17 facilities in order to carry out their professional re-
 18 sponsibilities.

19 C. The Board and the Federation mutually recognize the im-
 20 portance of continuous use of adequate teaching reference
 21 material in maintaining a high level of professional performance.
 22 In furtherance of that recognition, the Board shall provide a
 23 teacher reference library in each school in the system and in-
 24 clude therein, within a reasonable period of time, all texts which
 25 are reasonably requested by the teachers of that school.

26 D. The Board recognizes that appropriate texts, library refer-
 27 ence facilities, maps and globes, laboratory equipment, shop
 28 equipment, audio-visual equipment, art supplies, athletic
 29 materials, and similar periodicals, standard tests and question-
 30 naires, and similar supplies and equipment are the tools of the
 31 teaching profession. The parties will confer from time to time
 32 for the purpose of improving the selection and use of such
 33 educational tools, and the Board undertakes promptly to imple-
 34 ment all joint decisions thereon made by its representatives
 35 and the Federation. Copies of requisitions which originate in a
 36 school shall be made available for inspection by the Building
 37 Committee.

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

40 F. Custodial and similar supportive personnel shall not inter-
 41 fere with the performance of the teachers' duties.

42 G. Supplies and Petty Cash Fund
 43 (1) The Board of Education will spend \$1,250,000 for
 44 instructional supplies and materials. Effective July 1,
 45 2001, the Board will spend \$1,750,000 for instructional
 supplies and materials.

- (2) Of the amount allocated for this purpose the Board will make available to each school \$2.00 per pupil, to be used for the incidental purchase of instructional supplies and materials. **The amount per pupil shall be increased to \$3.00 effective July 1, 2001 and to \$5.00 effective July 1, 2002.** Under this arrangement teachers may purchase incidental supplies and submit a voucher for reimbursement, as approved by the principal.
- (3) **From the amount allocated in paragraph G(1), teachers of Art, Music, Physical Education, Special Education, Science Labs, Technology and Home Economics/Home and Career Skills shall have available to them, through a separate budget allocation, funds with which to order supplies appropriate to their program.**
- (4) Supply orders shall be forwarded to the appropriate departments by the Building Principal by June 1st. Thereafter, the Board shall make every effort to assure that the supplies are at the schools by the opening day.
- H. The Board hereby commits itself to a program assuring that there be available in each school:

- (1) At least one (1) room, appropriately furnished and ventilated, which shall be reserved for use as a faculty lounge in which smoking shall be permitted. Schools that have over fifty teachers shall have at least two (2) lounges for the exclusive use of the teachers, and
- (2) "Men's" and "Ladies" restroom facilities available for the exclusive use of the faculty on each floor of each building where more than three (3) classes are held. The preceding sentence shall apply only (i) to buildings erected after January 1, 1981 and (ii) to floors of other buildings where such facilities actually were reserved for the use of the faculty as of January 1, 1981 so long as there continues to be more than three classes on that floor.

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

J. Outside telephones shall be made available to the teachers free of charge for official business. When teachers wish to discuss private or confidential matters concerned with their official teaching duties, the principal shall provide a telephone,

the location of which insures privacy of conversation. Pay telephones shall be made available for the personal use of teachers. The Federation Building Committee will assist in determining the location of the phones in each building.

K. Where space is available, free, adequate off-street parking facilities shall be made available by the Board to teachers and other Board personnel for their exclusive use. The cost of maintenance and snow removal shall be borne by the Board. Board parking spaces shall not be reserved or marked "reserved" for other than the Building Principal and, if desired, for a faculty courier. Reserved spaces shall be limited to two (2) per building. All other parking spaces shall be filled on the basis of earliest arrival.

School parking facilities shall be for the use of the building staff. Accordingly, the Board shall post appropriate notices to this effect.

L. Classroom interruptions shall be permitted only in case of urgency. Persons other than Board of Education personnel shall be allowed to enter classrooms only with prior consultation with the classroom teacher.

M. Assembly programs shall be held to a minimum and held only for meaningful special purposes and shall be conducted strictly on a voluntary basis. Since these programs are an outgrowth of classroom activities, teachers shall be encouraged to participate in at least one program a year.

N. No teacher shall be required to transport a pupil in a personal automobile, provided that when a teacher is requested and agrees to transport a pupil, the Board will assume all liability in connection therewith.

O. **Teachers shall be informed whenever feasible of student's psychological, emotional, medical conditions and other information including legal guardianship which might affect the student's achievement or behavior or the safety of that student or others.**

P. Teachers shall not be required to make two different sets of lesson plans for the same preparation to be submitted regularly to members of the administration.

ARTICLE XII

Employment and Termination of Personnel

A. For regular full-time academic classes as defined in the Commissioner's regulations, and in the absence of appropriate eligible lists, the Board agrees to appoint only temporary teachers who have received at least a Bachelor's Degree,

1 except in extreme emergencies. During the life of this contract
2 all classes will be taught by certified teachers where available.
3 **All newly appointed teachers will be required to attend**
4 **two (2) days of orientation prior to the commencement of**
5 **classes. Teachers will be given ten (10) days notice of the**
6 **scheduled orientation days. The orientation sessions will**
7 **be held between the hours of 8:30 a.m. and 2:30 p.m. with**
8 **a one (1) hour lunch break and shall be completed prior to**
9 **the Wednesday before the opening of school. Newly**
10 **appointed teachers will not receive additional compensa-**
11 **tion for attendance at orientation. Teachers who have**
12 **previously worked for the District for a minimum of one**
13 **(1) year (160 days) as contract, probationary or temporary**
14 **teachers, and who are asked and who agree to attend ori-**
15 **entation, shall be paid at the contract rate.**

16 B. The Board will hire as substitute teachers only those who
17 hold a college degree or trade certification, provided, however,
18 that if no teacher so qualified is available, the Board will hire
19 the best qualified applicant available to serve as a substitute
20 teacher.

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

26 D. In accordance with law and in the absence of candidates
27 available from eligible lists temporary teachers of experience
28 and satisfactory service shall be given preference over other
29 temporary teachers for employment in subsequent school
30 years.

31 E. The District and the BTF shall co-operate in seeking the
32 approval necessary to establish and implement the Replace-
33 ment Teacher Pool in conformity with New York State Education
34 Law, as applicable. The purpose of the Replacement Teacher
35 Pool is to provide a method by which probationary appoint-
36 ments of temporary teachers serving in encumbered positions
37 may be made if the encumbered position is that of a regular
38 teacher on leave of absence without pay.

39 F. Whenever any vacancy shall occur in a school in any
40 extra-curricular activity for which there is compensation, the
41 principal shall publicize the same by giving written notice of
42 such vacancy to the Federation Building Committee and by
43 providing appropriate posting on the Teachers' bulletin boards
44 for a minimum period of ten (10) school days.
45

1 G. Summer school, Evening school, Recreational and
2 Part-time Programs — The following policy applies to the
3 employment of teachers in summer school, evening school,
4 recreational and part-time programs.

5 (1) Priority in summer employment shall be based upon
6 previous number of years of summer employment
7 and present employment in the Buffalo Public School
8 System.

9 (2) Present satisfactory teachers in evening school,
10 recreational and part-time programs who teach in the
11 Buffalo Public Schools regularly shall continue to be hired
12 as long as they desire the position, if the vacancy exists.

13 (3) Vacancies
14 (a) For filling vacancies, priority in employment shall be
15 given to qualified teachers in accordance with the
16 above and in the following order:

- 17 1) Contract
- 18 2) Probationary
- 19 3) Temporary
- 20 4) Others

21 (b) For new vacancies in a summer program mutually
22 agreed to have been developed for pupils enrolled in
23 a particular school, priority in employment for new
24 vacancies shall be given to qualified teachers in the
25 school where the program is held in the order de-
26 scribed in Section G, (3), (a) of this Article.

27 (c) Priority in employment in after-school programs for
28 regular day school pupils shall be given qualified
29 teachers employed in the school where the vacancy
30 occurs and then advertised district-wide. The order
31 of priority shall be contract teachers, probationary
32 teachers, and temporary teachers. **To be considered,**
33 **a candidate must be able to be present at the**
34 **scheduled starting time for the program.**

35 (4) Curriculum and Textbook Committees: priority in
36 employment shall be given to teachers who spend a
37 majority of their time teaching the course for which the
38 curriculum is being designed. Priority in filling positions
39 shall be given to qualified teachers presently employed
40 in the Buffalo Public Schools in the following order:

- 41 1) Contract
- 42 2) Probationary
- 43 3) Temporary
- 44 4) Others

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(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.

(6) Administrative personnel shall not be eligible for part-time paid assignments normally held by teachers except as provided in Section G, (3), (a) of this Article.

H. School 46 Adult Education Evening Program

(1) All teachers presently employed in the School 46 Adult Education evening program shall continue to be employed according to Article XII G(2).

(2) Should a reduction-in-force occur, those teachers with the least seniority in the School 46 Adult Education evening program shall be excessed. Should two (2) or more teachers have the same seniority in the School 46 Adult Education evening program, those teachers shall be excessed on the basis of system-wide seniority.

(3) Teachers employed in the regular School 46 Adult Education evening program shall be given preference for available summer School 46 Adult Education evening program positions according to Article XII G (2) and on the basis of their seniority in the summer School 46 Adult Education evening program, should they so desire said positions. Teachers with the same summer School 46 Adult Education evening program seniority or no such program seniority shall be hired on the basis of system-wide seniority. Teachers in summer School 46 Adult Education evening program accumulate seniority only for the summer programs.

(4) Teachers employed in the School 46 Adult Education evening program during the regular school year shall continue employment in the Program regardless of summer employment status as long as positions exist.

(5) Should additional positions become available in the School 46 Adult Education evening program they will be given to those teachers previously excessed on the basis of their seniority in the School 46 Adult Education evening program. Said positions shall be filled on the basis of system-wide seniority for those teachers possessing the same School 46 Adult Education evening seniority. Refusal by an excessed teacher of a School 46 Adult Education evening position during the regular school year only, shall remove that teacher's name from the existing list.

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(6) When the list of excessed teachers is reduced in number to two (2), the Board will be required to annually advertise and accept applications for new positions. Applicants will be hired for those positions on the basis of seniority in the School 46 Adult Education evening program or on the basis of system-wide seniority should School 46 Adult Education evening seniority be equal or nonexistent.

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

I. Adult Day Program

a) 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.

b) 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.

c) 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 G (1).

J. Under the provisions of the New York Education Law, Sec. 3019a, any regularly assigned teacher who desires to terminate employment shall file a written notice of termination with the Superintendent at least thirty (30) days prior to the date of such termination of services.

K. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth; provided, however, that in the case of such action against a non-tenure teacher which is based upon the results of a regular evaluation, the provisions of Article XIII shall apply. Tenured teachers shall have

1 the option of either pursuing arbitration in the event of dismissal
2 or applying the provisions of the appropriate sections of the
3 New York State Education Law.

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

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

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

37 M. By May 1, teachers may submit names to the appropriate
38 Administrator for consideration in selecting teachers who
39 assume the role of helping teachers.

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

44 O. Resignations and leaves of absence shall be effective for
45 pay purposes only, at the end of a school day, except when

1 such resignations or leaves of absence shall be effective upon
2 the expiration of sick time allowance.

3 P. When the Board receives written notice that a teaching
4 position will be vacant until the end of a semester or the end of
5 a school year due to the absence of a regular teacher, a tem-
6 porary teacher will be appointed to fill that position. When the
7 regular teacher who gives such notice is absent on paid sick
8 leave, he shall be guaranteed return to his former position if it
9 has not been abolished and provided that, if a reduction of
10 staff has occurred, the teacher has sufficient seniority to have
11 entitled him to retain that position.

12 Q. A committee composed of six (6) members, three (3)
13 of whom shall be teachers selected by the Federation and
14 three (3) of whom shall be appointed by the Superintendent,
15 is hereby established to consider a program whereby
16 teachers may be able to share a single position. Said com-
17 mittee shall make its recommendations, if any, to the Board
18 of Education prior to February 1, 2002.

19 ARTICLE XIII

20 Teacher Evaluation

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

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

34 C. Although teacher evaluation is not subject to the
35 grievance procedure, a teacher may have an evaluation re-
36 viewed at a meeting with the Associate Superintendent for
37 Instructional Services and/or the Superintendent of Schools. If
38 the teacher requests, a teacher representative designated by
39 the Federation may accompany the teacher at such meeting.

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

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

5 E. All monitoring or observing of the work or performance of
6 a teacher shall be conducted openly and with the full knowl-
7 edge of the teacher. No teacher shall receive adverse
8 comments from any observer in the presence of pupils or any
9 other staff member.

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

15 G. Teacher participation in extra-curricular activities shall
16 be voluntary, and non-participation in such activities
17 shall not be a valid consideration for evaluating teacher class-
18 room performance.

19 H. If a teacher is reprimanded or warned by a supervisor for
20 any infraction of rules or delinquency in professional perfor-
21 mance, such teacher shall have the right to discuss the matter
22 further with the supervisor, and if such teacher determines it
23 necessary a representative of the Federation may be present
24 at such discussion.

25 **ARTICLE XIV** 26 **Teacher Transfers**

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

31 (1) That a balanced staff be maintained at each school;
32 the probationary teachers be expected to complete
33 the probationary period in the school originally assigned,
34 except where conditions seem to indicate that a transfer
35 is desirable;

36 (2) That the wishes of the individual teacher be honored
37 whenever possible.

38 B. A teacher may apply for transfer to become effective at
39 the beginning of the next school year giving reasons therefor.
40 Such application shall be made by **March 23**. If so desired,
41 such request will be held in confidence and the principal of the
42 teacher making such application will not be notified of the request.
43
44
45

1 C. In unusual circumstances, a teacher may apply for trans-
2 fer to become effective during the school year in which the
3 application is made, giving reasons therefor. If the teacher
4 desires, such request and the reasons therefor shall be kept
5 confidential.

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

10 E. If the request for transfer is approved, the teacher's name
11 shall be placed on a transfer list, which shall be kept confiden-
12 tial, and the teacher shall be advised by direct mail. In such
13 cases, every reasonable effort shall be made to transfer the
14 teacher as soon as possible in accordance with the teacher's
15 wishes. In selecting teachers to be transferred, the following
16 shall be considered in implementing the provisions of
17 Paragraph A above:

18 (1) Length of teaching experience in the school system. This
19 factor shall be controlling where all other factors are
20 substantially equal.

21 (2) Date of request for transfer.
22 F. If a teacher desires to know what vacancies exist or are
23 known to be forthcoming, the teacher shall upon request be
24 given such information by calling the appropriate Department
25 Head.

26 G. It is desirable that transfers and changes in assignments
27 be on a voluntary basis whenever possible. In making involun-
28 tary transfers and/or changes in assignments, the preference
29 of the individual teachers shall be honored whenever feasible.
30 When a transfer results from a school closing, teachers from
31 the closed school will have: first, preference in order of their
32 seniority to openings in their license area at the school being
33 attended by students previously assigned to the closed school,
34 and second, preference in order of their seniority for openings
35 in their license area in other schools over teachers requesting
36 voluntary transfers and teachers returning from leaves. When
37 a transfer results from a reduction-in-force at a school which
38 remains open, after canvassing for volunteers, teachers will
39 be transferred involuntarily in order of least seniority and shall
40 have preference in order of their seniority for openings in their
41 license area in other schools over teachers requesting volun-
42 tary transfers and teachers returning from leaves. Except for
43 transfers and/or changes in assignments to take effect in the
44 first six weeks of school, notice of involuntary transfers and/or
45 changes in assignments and the reasons therefor shall be given

1 to the affected teacher as far in advance as practicable which
2 shall be at least fifteen (15) days prior to the effective date of
3 the transfer and/or change in assignment. With respect to in-
4 voluntary transfers which take effect during the school year
5 after the first two weeks of school, the teacher shall be allowed
6 up to two days in which to make the move to the new building
7 and to become acquainted with the new position.
8 If a position in a school is reinstated within six weeks after it
9 was abolished the teacher involuntarily transferred from that
10 position shall have priority to fill it.

11 **Contract and Probationary teachers who are involuntarily**
12 **transferred as a result of a reduction-in-force which**
13 **occurs after the first day of school and who are not re-**
14 **turned to their school that year shall receive preference**
15 **for the following school year's assignment by including**
16 **them with those teachers who are being transferred as a**
17 **result of a reduction-in-force at the end of the school year**
18 **provided the teacher requests a transfer as per Article XIV**
19 **A. & B.**

20 Except in cases of school closings as set forth above, a
21 Federation delegate, alternate, building committee
22 member or executive committee member shall not be
23 involuntarily transferred unless there is a reduction-
24 in-force at such teacher's school. In case of a reduction-
25 in-force, the building committee members and up to two
26 additional delegates (the two with the most seniority in District
27 service) in office at the time the transfer is to take effect shall
28 be the last persons considered for an involuntary transfer
29 regardless of their seniority.

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

33 (1) Proper notice will be given to all professional staff
34 members listing all available openings and necessary
35 qualifications.

36 (2) Teachers previously indicating a desire for transfer from
37 their present assignment and who are on the transfer list
38 shall be given due consideration for assignment to the
39 new buildings.

40 (3) Teachers considered for transfer to new schools will be
41 contacted personally by a member of the Division of
42 Instructional Services and given an opportunity to dis-
43 cuss the grade level and subject area of the new
44 assignment.

1 (4) No applications for transfer to such schools shall be
2 accepted until the principal has been named.

3 I. The Building Committee shall have the right, upon
4 the request of any teacher, to consult with the principal con-
5 cerning any aspect of teacher assignment to duty.

6 J. A teacher may withdraw an application for transfer or
7 change in assignment and may refuse an offer of transfer or
8 change in assignment within **four (4) business days** without
9 prejudice to consideration for future transfer or change.

10 K. If an assignment or transfer is given a teacher, the teacher
11 shall have the right, upon request, to discuss such transfer or
12 assignment before it becomes final directly with the immediate
13 Director or Supervisor. If requested, the Associate Superinten-
14 dent for Instructional Services shall attend such discussion.

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

18 **M. The BTF and the District strongly encourage, though**
19 **do not mandate, that teachers notify the Board of Educa-**
20 **tion in writing, on or before May 31, of their intention to**
21 **retire before September 1 of the same year.**

22 **ARTICLE XV**

23 **Teacher Promotions**

24
25 A. Whenever any vacancy shall occur in any promotional
26 position in the Buffalo Public Schools for which there is not a
27 promotional list, the Board shall publicize the same by giving
28 written notice of such vacancy to the Federation and by pro-
29 viding for appropriate posting in the Personnel Office and on
30 Teacher Bulletin Boards in each school. This notice shall clearly
31 set forth a description of the qualifications for the position,
32 including duties, salary, and the procedure for interview, and
33 otherwise assessing the merits of applicants. No vacancy shall
34 be filled except on a temporary basis until such vacancy shall
35 have been posted for at least ten (10) school days prior to the
36 last day on which applications will be accepted. A "promotional
37 position" is defined as any position providing a salary differen-
38 tial (except for teachers working pursuant to Article VIII B(2))
39 or any position on the administrative and supervisory level.
40 The provisions of this paragraph shall not apply to the posi-
41 tions of Superintendent, Associate Superintendent and
42 Assistant Superintendent and to those situations in which
43 positions are upgraded and the former position abolished.
44
45

1 B. Any qualified person may apply for such vacancy. In filling
2 such vacancy, the Board agrees to give due weight to the pro-
3 fessional background and attainments of all applicants. Other
4 factors being equal, in the judgment of the Board, the appli-
5 cant with the greatest length of time in the Buffalo Public School
6 System shall be selected for the position.
7 C. The Board agrees to notify all applicants for a promotional
8 position of receipt of their application for said positions.
9

10 **ARTICLE XVI**

11 Protection of Teachers

12 A. Parent-Teacher conferences are desirable and encour-
13 aged. Parents desiring conferences with teachers shall make
14 requests through the Building Administrator. Upon granting such
15 request the administrator shall arrange that such conference
16 shall be scheduled when the teacher is not supervising pupils.
17 If this is not possible, appropriate relief shall be provided for
18 the teacher.
19

20 Non-Board personnel shall not be authorized to enter a class-
21 room unannounced during teaching periods or at other times
22 when the teacher has responsibility for pupil supervision.

23 B. The Board hereby assures teachers that it shall put its full
24 support behind the procedures and policies hereinafter rec-
25 ommended and adopted by the Board in matters of discipline.
26 The Board and teachers recognize a mutual responsibility for
27 the enforcement of such policies. It is recognized and agreed
28 that there is a continuing need to review discipline policies and
29 procedures, and to that end the parties agree to appoint a spe-
30 cific professional study committee to study such policies as
31 provided in Article XX hereof.

32 C. Any case of assault on a teacher shall be promptly
33 reported by the teacher to the principal who shall immediately
34 notify the Division Head. All legal assistance shall be provided
35 to the teacher through the office of the Corporation Counsel in
36 connection with the handling of the incident with law enforce-
37 ment and judicial authorities.

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

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

43 F. No derogatory letters or reports shall be placed in a
44 teacher's file without the teacher's knowledge and an opportunity
45

1 to make a written statement of defense to be attached to the
2 derogatory statement.

3 G. Teachers shall receive instruction and directions only from
4 professional supervisory personnel.
5

6 **ARTICLE XVII**

7 Teacher Liability

8 If any teacher is sued as a result of any action taken by the
9 teacher while acting in the discharge of duties within the
10 scope of employment, the Board will on written request pro-
11 vide legal counsel through the office of the Corporation Counsel
12 and render all necessary assistance to the teacher's defense.
13 The teacher shall notify the Superintendent of such action within
14 ten (10) days after the teacher is served with such action. In
15 the event action is submitted to the Board concerning a teacher,
16 the teacher will be notified by the Superintendent's office. Not-
17 ing herein contained shall restrict the right of a teacher to
18 retain personal counsel in such matters, but in such event the
19 Board shall not be obliged to pay the fee and expenses for
20 outside counsel retained by the teacher.
21

22 **ARTICLE XVIII**

23 Discipline Policy

24 A. The current Board of Education policy on pupil
25 behavior, Student Code of Conduct and Procedure for
26 Suspension of Pupils are adopted herein with the follow-
27 ing understanding:
28

29 Under the Policy on Pupil Behavior as it relates to marked
30 deviation from good behavior, the teacher involved shall be
31 consulted by the principal before the principal takes action
32 thereunder, and the principal shall inform the teacher of
33 the action taken. If the teacher believes such action to
34 be inappropriate, the matter may be referred for review through
35 the first three steps of the grievance procedure.
36

37 B. Assault and Menace

38 Sole authority within a school to suspend pupils rests with
39 the principal. Upon the menace or assault (as defined in the
40 New York State Penal Law) of a teacher by a pupil, the teacher
41 shall submit a sworn affidavit outlining the facts and circum-
42 stances to the Principal and to the Federation. Upon receipt of
43 the affidavit, the principal shall immediately suspend the pupil
44 and request a formal suspension. No such pupil shall be
45 returned to the same classroom against the desire of the

1 teacher if the charges which led to the suspension are upheld
2 in the formal hearing.

3 C. The following is a statement of long established policy in
4 the Buffalo Public Schools regarding the responsibility of the
5 teacher and the administrator in dealing with the child
6 who misbehaves. It is issued at this time so that members of
7 the school staff, parents, and others may understand clearly
8 the procedures which are followed in upholding the excellent
9 record of discipline in the schools.

10 (1) Each teacher is required to maintain appropriate
11 pupil behavior in the classroom, so that the objectives of
12 training for self-discipline and individual responsibility may
13 be realized, and a favorable climate for learning may ex-
14 ist. To this end, the teacher knows the value of careful
15 planning, good organization and thorough preparation for
16 teaching the lesson.

17 (2) When a pupil exhibits any marked deviation from good
18 behavior, the teacher uses the techniques most appro-
19 priate to the occasion to correct and instruct the pupil in
20 the proper mode of conduct. Recognizing that deviate
21 behavior is sometimes a symptom of serious maladjust-
22 ment, the teacher seeks the cause of the difficulty. When,
23 in spite of the teacher's best efforts at correction, a pupil
24 continues to misbehave, the teacher refers the case to
25 the principal for advice and assistance.

26 (3) The principal makes every reasonable effort to help the
27 pupil adjust properly, using to good advantage the
28 principal's broad knowledge and experience in child
29 growth and development. Depending on the nature of the
30 case, the principal may discipline the pupil directly in re-
31 lation to the offense, may call in the parents for a
32 conference, may refer the case for the attention of a psy-
33 chologist or school social worker, may suspend the pupil,
34 or may use a combination of these procedures — as well
35 as other techniques — in accordance with the principal's
36 best judgment.

37 (4) Regardless of the cause of any pupil difficulty, no teacher
38 or class is ever required to tolerate any act of gross mis-
39 conduct, including flagrant discourtesy, abusive and vile
40 language, acts of violence, and deliberate insubordina-
41 tion. The teacher has the right to remove any pupil whose
42 behavior repeatedly disrupts the learning atmosphere of
43 the class. The pupil shall not be readmitted until the
44 teacher has conferred with the principal or assistant princi-
45 pal involved. The pupil shall not be returned to the

1 same class until the teacher and administrator have
2 discussed the basis on which improvement can be
3 expected. If it is mutually agreed that the pupil's
4 behavior cannot be expected to improve another place-
5 ment will be provided.

6 D. At the beginning of each school year, and whenever
7 revised, the Board shall provide to each Federation Building
8 Delegate Chairperson a copy of the Procedures for Pupil
9 Suspensions.

10 **ARTICLE XIX** 11 Academic Freedom

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

19 **ARTICLE XX** 20 Councils and Committees

21 A. (1) Professional Council — There is hereby established
22 a permanent "Professional Council" composed of six
23 (6) members, three (3) of whom shall be teachers
24 selected by the Federation, and three (3) of whom
25 shall be appointed by the Superintendent.

26 (2) The Professional Council shall meet on call to
27 discuss and study subjects relating to the school sys-
28 tem including standardized testing, automated
29 attendance in addition to those subjects referred
30 to this Council by the provisions of this agreement.
31 The Council shall establish its own rules of proce-
32 dure and shall provide for a rotating chairperson who
33 will be responsible for the arrangement and conduct
34 of the meeting. It shall make its reports to the Super-
35 intendent and the Federation.

36 (3) The Professional Council may recommend the formu-
37 lation of committees composed of other teachers and
38 administrators, members of whom shall be appointed
39 by the Federation and the Superintendent, to study
40 and report upon mutually agreed upon subjects.

1 (4) The Professional Council shall be convened in
2 order to determine a procedure by which changes in
3 curriculum shall be implemented. The committee is
4 charged with resolving problems concerning notifi-
5 cation of changes, planning time, in-service training,
6 and other matters which will facilitate the changes.
7 (5) **The Professional Council shall be convened**
8 **within 30 days of the ratification of this agree-**
9 **ment for the purpose of developing a mentoring**
10 **program for new teachers. They shall report the**
11 **results of their deliberations no later than 120**
12 **days from the initial meeting.**

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

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

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

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

36 To the extent possible, the Federation shall, two (2) days
37 prior to the scheduled meeting, submit to the Associate Super-
38 intendent for Instructional Services, a written agenda which
39 shall include a listing of any complaints or alleged violations.
40 To the extent possible, the Associate Superintendent for
41 Instructional Services shall, within two (2) days after the imple-
42 mentation meeting respond, in writing, to each of the items
43 listed on the agenda.

44 F. Teachers shall be included on the oral committees
45 established as part of the examination process for the

1 selection of teachers, subject to procedures and rules
2 established by the Professional Council by October 15, 1972.
3 G. Teachers will be represented on interview teams for the
4 purpose of establishing eligibility lists for the position of Assis-
5 tant Principals. The Federation will submit a list of candidates
6 for members of such interviewing teams, from which a mem-
7 ber may be selected.

8 **ARTICLE XXI** 9 **Faculty Meetings**

10 A. Faculty meetings shall be limited to ten (10) in num-
11 ber and shall, except in emergencies, not exceed one hour
12 after school. General faculty meetings shall be held only
13 when the matters for discussion concern the general fac-
14 ulty and will not be called when the matters involved can
15 be handled in a less time-consuming manner.

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

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

24 **ARTICLE XXII** 25 **Quality Integrated Education**

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

29 B. It is recognized that the success of a school program
30 is dependent upon the cooperation of parents, teachers, and
31 the administration of each school. To facilitate the orderly
32 participation of these groups, the establishment of a Par-
33 ent Teacher Advisory Board in each school shall be encouraged.
34 The structure and function of new Parent-Teacher Advisory
35 Boards shall be jointly planned and mutually agreed upon by
36 the BTF and the Board of Education.

37 C. In order to provide students and teachers with an
38 expanding and realistic framework relevant to Afro-American,
39 American Indian, and Spanish surnamed American history and
40 culture, and to more fully develop resources for the adequate
41 study and treatment thereof, a sub-committee of the Professional
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Council shall study and make recommendations related to the development of an Institute of Life and History. Such recommendations shall be made by January 15, 1974.

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 work load consisting of four (4) normal duty days but without the salary differential specified in Article XXV, B, (17).
- (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) A centralized library of professional publications shall be established in the Central Office and materials available made known and accessible to the members of the Pupil Personnel Section.
- (7) Whenever possible, caseloads for Counselors, School Social Workers, Psychologists and Attendance Teachers shall be maintained at the State recommended ratios.
- (8) School Social Workers may elect to spend the final week of the school year in the Central Office for purposes of completing case records.
- (9) Attendance Teachers shall not be assigned non-attendance duties.
- (10) The Central Office shall not schedule record check after 2:30 P.M. for middle, junior and senior high

school Attendance Teachers, nor after 3:00 P.M. for elementary school Attendance Teachers.

- (11) The Board shall assume the bi-annual Commissioner of Deeds registration fee for attendance teachers.
- (12) If the Board provides free parking near City Hall for any of its employees, it shall provide it for all employees, on a first come, first serve basis.

B. Library-Media Specialists

- (1) The Board shall continue to implement the Five (5) Year Plan for the extension of library service to all elementary and high schools.
- (2) Where scheduling permits the library period shall not be considered a preparation period for classroom teachers.
- (3) A Library Media Specialist should be a resource person for every individual in the school and should have the freedom to move away from the library when such specialist deems necessary if a class, teacher, other groups, or individuals are not present in the library area.
- (4) The schedule of the library shall be made out after a joint conference between the Library Media Specialist and the Administrator in charge of scheduling.

C. Vocational-Technical Teachers

Upon application and in accordance with the procedures governing sabbatical leaves two (2) Vocational-Technical teachers shall be selected by the Sabbatical Leave Committee for a leave of absence without pay not to exceed one year to return to industry for industrial experience and upgrading of their skills. It is understood that these two (2) Vocational-Technical teachers shall not affect the total number of teachers eligible for paid sabbatical leave under Article XXXV.

D. Buffalo Alternative High School

- (1) The purpose and role of Buffalo Alternative High School shall be clearly defined.
- (2) Specific regulations regarding students entering and leaving Buffalo Alternative High School shall be established and made known to all.
- (3) Teachers shall be assigned to the school on a permanent basis.
- (4) Class size maximum shall be 10 except for physical education classes which shall not exceed 30.
- (5) The School shall be staffed with a full-time reading teacher and guidance counselor. Social worker,

1 psychologist, and attendance services shall be main-
 2 tained at adequate levels of service.
 3
 4 E. Speech Therapists
 5 (1) A Department Chairperson shall be elected for
 6 the Speech Therapists. The Chairperson shall be
 7 assigned a reduced work load, but without the salary
 8 differential specified in Article XXV, B, (17).
 9 (2) A centralized library of appropriate professional
 10 materials shall be maintained in the Central
 11 Office for the Speech Therapists.
 12 (3) At the beginning of each school year and before
 13 beginning a regular weekly schedule, Speech Thera-
 14 pists may elect to spend one day in each of their
 15 assigned schools to survey pupil needs. If a speech
 16 therapist finds that one day is not sufficient additional
 17 time may be used subject to the approval of the
 18 Board.
 19 F. Teachers of the Mentally Retarded
 20 (1) The Board of Education agrees to make every effort
 21 not to place a single class of mentally retarded
 22 students within a single school building.
 23 G. Reading Specialists
 24 Reading personnel will be involved in the development of
 25 in-service reading courses for classroom teachers and
 26 teacher aides.
 27 H. Miscellaneous
 28 (1) The Board shall continue to expand the program of
 29 intensified instruction.
 30 (2) Special area teachers shall, at their discretion, and with
 31 the approval of their special area supervisors or direc-
 32 tors, be free to attend in-service sessions in whatever
 33 schools that have programs most significant to their
 34 professional area.
 35 I. Education for All Handicapped Children Act
 36 By first using the resources available in the school and other
 37 resources if deemed necessary and authorized by the District,
 38 the district shall provide planning time for teachers to com-
 39 plete the Individualized Education Plan (IEP) forms. It is
 40 understood that such planning time may be full or half days of
 41 released time when classes are otherwise in session. When
 42 the Committee on Special Education meets to review the case
 43 of a referred child, the referring teacher will be sent notice of
 44 the meeting. By first using the resources available in the school
 45 and other resources if deemed necessary and authorized by
 the District, the referring teacher will be permitted to attend

1 meetings of the committee. The process of mainstreaming a
 2 handicapped child shall include conferences between the re-
 3 ferring teacher and the receiving teacher. The teacher
 4 designated to participate when a student's initial classifi-
 5 cation and/or level of service is before the Committee on
 6 Special Education, shall have a vote at the CSE meeting
 7 if said vote is permitted by applicable State and Federal
 8 regulations.

ARTICLE XXIV
 Teacher Aides

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

Position	7/1/99 Effective Rate Per Season	7/1/00 Effective	7/1/01 Effective	1/1/02 Effective	7/1/02 Effective
(10) In-Service Education Specialist	32.40	33.05	33.55	34.22	34.73
Discussion Leader	24.32	24.81	25.18	25.68	26.07
Teacher-Student	16.25	16.58	16.83	17.17	17.43
Curriculum Development	29.22	29.80	30.25	30.86	31.32
Committee Coordinator	24.35	24.84	25.21	25.71	26.10
Committee Chairperson	24.35	24.84	25.21	25.71	26.10
Materials Editor	24.35	24.84	25.21	25.71	26.10
Committee Member	22.75	23.21	23.56	24.03	24.39
Instructional Staff	16.00	16.32	16.56	16.89	17.14
Non-Teachers Services					
The Hourly rate for non-teaching services by members of the certified staff is:					
(11) High School Coaches	4694	5000	5177	5255	5360
Football Coach	3212	3500	3624	3678	3752
Asst. Football Coach	3212	3500	3624	3678	3752
Basketball Coach	3212	3500	3624	3678	3752

Position	1922	1951	1990	2020
(7) Public School Athletic League Coaches	24.35	24.84	25.21	25.71
Activities for approved services rendered after the close of the regular school day	24.35	24.84	25.21	25.71
Intramural Physical	24.35	24.84	25.21	25.71
(8) Education Activities for approved services rendered after the close of the regular school day	24.35	24.84	25.21	25.71
Other Extra-Curricular Activities	24.35	24.84	25.21	25.71
Position	1884	1922	1951	1990
Yearbook Advisor	950	969	984	1004
School Paper Advisor	480	490	497	507
Literary Magazine Advisor	950	969	984	1004
Debate Coach	323	329	334	341
Public Speaking Coach	248	253	257	262
Club Advisor (Per Club)	22.72	23.17	23.52	23.99
Drama Coach	22.72	23.17	23.52	23.99
Music Coach	22.72	23.17	23.52	23.99
Math Coach	22.72	23.17	23.52	23.99
It's Academic Coach	22.72	23.17	23.52	23.99
Swim Meet Supervisor	22.72	23.17	23.52	23.99
Ball Game Supervisor	22.72	23.17	23.52	23.99
Stadium Supervisors	22.72	23.17	23.52	23.99

Rate Per Hour	24.84	25.09	25.58	25.97
(6) Saturday Morning Music Teachers	24.84	25.09	25.58	25.97
First Year	24.84	25.09	25.58	25.97
Second Year	26.62	26.89	27.43	27.84
(7) Public School Athletic League Coaches	26.62	26.89	27.43	27.84
Activities for approved services rendered after the close of the regular school day	26.62	26.89	27.43	27.84
(8) Intramural Physical Education Activities for approved services rendered after the close of the regular school day	26.62	26.89	27.43	27.84
Other Extra-Curricular Activities	2060	2081	2123	2155
Yearbook Advisor	2060	2081	2123	2155
School Paper Advisor	1038	1048	1070	1086
Literary Magazine Advisor	525	530	541	549
Debate Coach	1038	1048	1070	1086
Public Speaking Coach	353	357	364	369
Club Advisor (Per Club)	271	274	279	283
Drama Coach	24.84	25.09	25.58	25.97

Rate Per Hour	Effective 7/1/02	Effective 7/1/03	Effective 7/1/03	Effective 1/1/04
Music Coach	24.84	25.09	25.58	25.97
Math Coach	24.84	25.09	25.58	25.97
Academic Coach	24.84	25.09	25.58	25.97
Swim Meet Supervisor	24.84	25.09	25.58	25.97
Ball Game Supervisor	24.84	25.09	25.58	25.97
Stadium Supervisors	24.84	25.09	25.58	25.97
In-Service Education	35.42	35.77	36.48	37.04
Instructor Specialist	26.59	26.86	27.40	27.81
Discussion Leader	17.78	17.96	18.32	18.59
Teacher-Student	31.95	32.27	32.92	33.41
Committee Coordinator	26.62	26.89	27.43	27.84
Materials Editor	26.62	26.89	27.43	27.84
Committee Member	24.88	25.13	25.63	26.01
Committee Chairperson	17.48	17.65	18.00	18.27
Non-Teachers Services	17.48	17.65	18.00	18.27
The hourly rate for non-teaching services by members of the certified staff is:	17.48	17.65	18.00	18.27

Rate Per Season	Effective	Effective	Effective	Position
5605	1/104	1.50%	5605	High School Coaches (11)
3924	1/104	1.50%	3924	Football Coach
5522	7/103	2%	5522	Asst. Football Coach
5605	7/103	2%	5605	Basketball Coach
5414	1/103	1%	5414	Swimming Coach
5414	1/103	1%	5414	Track Coach
3248	1/103	1%	3248	Baseball Coach
3248	1/103	1%	3248	Cross Country Coach
3248	1/103	1%	3248	Tennis Coach
3248	1/103	1%	3248	Soccer Coach
3248	1/103	1%	3248	Volleyball Coach
1624	1/103	1%	1624	Bowling Coach
369	1/103	1%	369	Hockey Coach
369	1/103	1%	369	Lacrosse Coach
376	1/103	2%	376	SM Coach
2762	1/103	2%	2762	Cheerleading
2803	1/104	1.50%	2803	

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

- (12) Salaries of Psychologists
 The beginning salary for school psychologist shall be \$39,645 effective July 1, 1999. Effective July 1, 2000, this starting salary shall be increased to \$40,438. Effective January 29, 2001, this starting salary shall be increased to \$41,045. Effective July 1, 2001, this starting salary shall be increased to \$41,866. Effective January * 2002, this starting salary shall be increased to \$42,494. Effective July 1, 2002, this starting salary shall be increased to \$43,344. Effective January * 2003, this starting salary shall be increased to \$43,777. Effective July 1, 2003, this starting salary shall be increased to \$44,653. Effective January * 2004, this starting salary shall be increased to \$45,323. (Note: Midyear dates shown with an asterisk indicate the first day of the second semester). In addition, psychologists shall receive longevity increments and differentials for approved courses of graduate hours of credit beyond the bachelor's degree plus 30 hours and for the master's degree and doctorate on the same basis as is provided for teachers.
- (13) Salaries of Guidance Counselors
 The salary schedule for guidance counselors shall be \$300 above the regular teachers' salary schedule at each step.
- (14) Reading Specialists
 The salary schedule for Reading Specialists shall be \$300 above the regular teachers' salary schedule at each step.
- (15) Teachers Assigned to Central Office
 The salary schedule for teachers assigned to the central office shall be \$500 above the regular teachers' salary schedule at each step.
- (16) Demonstration Teachers
 The salary schedule for demonstration teachers shall be \$300 above the regular teachers' salary schedule at each step.
- (17) Helping Teachers
 The salary schedule for helping teachers shall be \$300 above the regular teachers' salary schedule at each step.
- (18) Department Chairpersons
 The salary schedule for Department Chairpersons

1 assigned by Board action shall be \$300 above
 2 the regular teachers' salary schedule at each step.
 3 CPE Coordinators
 4 The salary schedule for CPE coordinators shall be
 5 \$300 above the teachers' salary schedule at each
 6 step.
 7 School Social Workers
 8 The salary schedule for School Social Workers shall
 9 be \$300 above the teachers' salary schedule at each
 10 step.
 11 Attendance Teachers
 12 The salary schedule for Attendance Teachers shall be
 13 \$300 above the teachers' salary schedule at each step.
 14 C. Placement on Schedule

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

1 service credit. Prior service credit, if granted,
 2 will commence with the year in which the
 3 claim is received and will not be paid for prior
 4 years.
 5 (b) Appropriate experience with the Peace Corps,
 6 VISTA, State Department of Education, military
 7 service dependents schools, and comparable
 8 experience shall be considered for placement on
 9 the appropriate salary step.
 10 (c) Teachers currently employed who have not
 11 reached the maximum salary step shall be
 12 granted credit for prior experience where appli-
 13 cable as herein provided.
 14 (d) A new teacher who has completed at least 100
 15 days, but less than 160 days of continuous,
 16 full time service as a first year probationary
 17 or temporary teacher shall be given a full in-
 18 crement in addition to the regular increment
 19 on the September 1 following completion of
 20 the teacher's probationary term.

21 (2) Military Service Credit — Satisfactory military service
 22 for salary credit may be granted up to a maximum of
 23 two (2) years. Military service shall mean active duty
 24 service with the armed forces of the United States or
 25 active duty status, in time of war, with a nation allied
 26 with the United States. A year of military service shall
 27 include a minimum of six (6) months of service and
 28 not more than one step on the salary schedule shall
 29 be considered for each year or major fraction of a
 30 year of military service. Military service of less than
 31 six (6) months when added to teaching service dur-
 32 ing the same calendar year or school year may be
 33 considered appropriate for salary increment with a
 34 minimum of one hundred sixty (160) days service.
 35 Teachers currently employed who have not reached
 36 the maximum step on the salary schedule shall be
 37 granted military service credit as herein provided.

38 (3) Vocational (trade) Teachers Experience — Vocational
 39 teachers, teaching shop (trade) subjects with a New
 40 York State Certificate of Qualification shall be granted
 41 a maximum of five (5) years appropriate trade expe-
 42 rience for salary purposes and placed on the sixth
 43 step of the salary schedule upon initial employment.
 44 Teachers currently employed who have not reached
 45

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.

(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 purposes of longevity.

(5) Part-time teachers shall be credited with a year of satisfactory service for salary purposes only upon completion of 160 days of such service. Part-time

service shall be combined to full day equivalents. A part-time teacher means a day school teacher other than a summer school or substitute teacher, who teaches five or more half-days per week but less than a full week.

(6) Probationary or contract teachers who lose their positions because of job abolition and are reinstated from a preferred eligible list during a school year shall receive a year of service credit for increment purposes only for that school year.

D. Adjustments in Schedule Placement

(1) All Adjustments beyond the baccalaureate degree or its equivalent for vocational teachers, of salary occurring as a result of additional training shall be effective at the beginning of the school semester next succeeding the date of the conclusion of the course, provided, that in order to receive payment from such date the teacher shall notify the Board within thirty (30) days after such conclusion on a form provided by the Board and, provided further, that the Board may delay actual payment until a certificate of satisfactory completion is received by the Personnel Office.

(2) To receive credit for additional training, courses taken after September, 1968, must be:

- (a) Certified by an appropriate degree granting institution as being part of a recognized program leading to a certificate of advanced degree, or
 - (b) Approved by the Superintendent of Schools as directly relating to the field in which the teacher is working, or as making a reasonable contribution to the teacher's performance as a teacher.
- (3) Credit for attendance at in-service courses conducted by outside agencies shall be given if the course is approved in advance by the Board of Education.

E. Temporary Change in Assignment

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

1 be the maximum time and every effort shall be made
2 to expedite the issuance of a replacement check.
3 (6) Sick and personal day accumulations shall appear
4 on all teachers' checks along with the information
5 presently provided.
6 I. Stubs of pay warrants which contain monies for additional
7 services shall include an itemization of the source of the
8 monies included.

9 10 **ARTICLE XXVI (1)** 11 **Employee Benefits**

12 **A. Health and Hospitalization**

13 (1) Health Care Coverage: Effective December 1, 1996,
14 the District will provide and pay 100% of the cost of
15 indemnity health insurance coverage with Blue Cross/
16 Blue Shield Plan of Western New York serving as
17 the Third Party Administrator. Employees covered
18 under this agreement will have the option of partici-
19 pating in one of the three Health Maintenance
20 Organizations, Independent Health (Encompass/
21 Gold Plan), Community Blue I or Health Care Plan-
22 Choice Care.

23 Teachers may enroll in either the family plan
24 coverage or the individual plan coverage.

25 (a) Maintenance of Benefits:

26 Health Care coverage provided through the
27 indemnity plan shall be named the Buffalo City
28 School District Plan and hereinafter referred to
29 as "The Plan". The Plan document must be
30 agreed upon by the parties and will be incorpo-
31 rated herein by reference. The Plan document
32 will include but not be limited to the following.

33 (i) As currently being provided (1995-96)
34 "The Plan" will ensure that all participating
35 BC/BS providers will accept the Plan's pay-
36 ment as is presently accepted under the
37 indemnity plan.

38 (ii) There shall be no change in the claim payment
39 mechanism which substantially increases the
40 time for reimbursement or increases out-of-
41 pocket expenses for the teacher.

42 (iii) The BC/BS provider group will continue to
43 be the provider group (network) for the Plan.
44
45

1 (iv) Appealing a claim. Any complaints under the
2 plan with respect to its interpretation, appli-
3 cation or payment of benefits must be
4 processed through the "Claim Review
5 Procedure" set forth in the plan document.
6 If a complaint is not settled to a teacher's
7 satisfaction, the teacher may submit the dis-
8 pute directly to the current BC/BS dispute
9 resolution process within ninety (90) days
10 of the written determination.

11 (v) Confidentiality. In all matters of providing
12 health care coverage there will be strict
13 confidentiality.

14 (vi) Coverage will commence with a Teacher's
15 first day of employment by the District un-
16 less the teacher waives coverage in writing.
17 The Plan will provide benefits at least equal in
18 all ways to the 1995-96 BC/BS insurance plan
19 provided by the District as modified by the July
20 1, 1996 collective bargaining agreement which
21 provides benefits and coverage as listed below:

22 Standard hospitalization 42/43 with Rider 8
23 (dependents to age 23), 9 (ambulance service),
24 (47) hospital waiver of waiting, (48) out-of-area
25 hospital benefit; and Select contract 60/61 with
26 Riders 4 (outpatient emergency care), 8 (depen-
27 dents to age 23), 21 (psychiatric), 22 (ambulatory
28 care), 47 (medical waiver of waiting) 48 (out-of-
29 area medical benefit), cosmetic surgery which is
30 required and necessary as determined by
31 the insured's physician, Major Medical coverage
32 with a \$150/\$300 deductible, Rx Rider P \$5/\$10
33 + mail order, Rx Rider 8 \$5/\$10 + mail order.
34 In implementing "The Plan" the parties agree to
35 the following:

36 (i) There shall be no loss of benefits, coverage,
37 or enrollment eligibility for any teacher (in-
38 cluding those who retire subsequent to the
39 approval/ratification of this agreement) as
40 the result of the change from current health
41 insurance (1995-1996) to the Plan.

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

43 (2) All negotiating unit members, and covered retirees,
44 will participate in any District issued health insurance
45

1 survey, concerning which the Federation has been
2 consulted, by completing and returning same
3 promptly to the office indicated.

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

7 (4) a. Waiver Incentive: Eligible participants shall
8 receive an annual payment of one thousand two
9 hundred dollars (\$1,200) in a separate check
10 payable in the second pay period in January for
11 participation during the prior calendar year.

12 For the purpose of the waiver the plan year is
13 January through December.

14 If an individual participating in the waiver pro-
15 gram elects to enroll in the District's health care
16 program, the amount of the incentive will be pro-
17 portionally reduced (\$100 per month) based on
18 the number of months the individual participated
19 in the District's waiver program, eligibility for the
20 incentive will cease, and the employee will be
21 enrolled in the District's health care program of
22 his/her choice with any administrative expenses
23 incurred reimbursed by the Board.

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

30 c. Waiver Pool: The District will establish a
31 reserve account made up of the difference be-
32 tween the amount the District would pay for
33 Health Care Coverage for each of the individu-
34 als who waives coverage in a year as if the
35 individual had been covered by the average-
36 cost family coverage alternative offered by the
37 District during the year and the total amount paid
38 out with respect to such year under the waiver
39 incentive described in "A" above. Seventy-five
40 per cent (75%) of this account shall be retained
41 by the Board of Education.

42 Twenty-five per cent (25%) of the account will
43 be distributed on a per-capita basis among the
44 eligible participants in the Waiver Pool but in no
45 event shall the amount of the payment exceed

1 twelve hundred dollars (\$1200) or \$100 per
2 month. Payment for participation during the prior
3 calendar year will be made on an annual basis
4 payable in the second pay period in January in a
5 separate check.

6 For purpose of the waiver pool the plan year
7 is January through December.

8 d. Participation in the Health Care Waiver Pool:
9 Participation in the Health Care Waiver Pool will
10 be limited to the spouse who is not enrolled in
11 the District health care program when both
12 husband and wife are employed by the board.

13 In the situation where there is the occurrence
14 of an event which necessitates an individual par-
15 ticipating in the Health Care Waiver Pool
16 program to enroll in one of the District's health
17 care programs, participation in the Pool will
18 cease and the individual will be enrolled in the
19 District's Health Care program of his or her
20 choice with any administrative expenses in-
21 curred reimbursed by the Board. The amount
22 distributed to such individuals will be propor-
23 tionately reduced based on the number of
24 months of participation in the Pool.

25 e. At no time may a teacher participate simulta-
26 neously in both the waiver incentive and the
27 waiver pool programs.

28 (5) Full-time teachers who are absent on account of illness
29 and who have exhausted their accumulated sick leave
30 shall continue to receive full health and hospitalization
31 coverage as provided in Article XXVI 1 (A)(1) to be paid
32 by the Board for that period of illness not to exceed nine
33 (9) months following exhaustion of sick leave.

34 (6) Teachers on approved leaves of absence without pay,
35 other than sick leave, shall have the option to continue to
36 receive full health and hospitalization coverage as pro-
37 vided in Article XXVI 1 (A) (1) for the period of the leave
38 upon quarterly reimbursement to the Board at the group
39 plan rate.

40 (7) The Board agrees to pay the full cost for health and hos-
41 pitalization coverage as provided in Article XXVI 1 (A)(1)
42 during the period of lay-off for those teachers exceeded
43 and then reemployed.

44 (8) Temporary teachers who have been employed a mini-
45 mum of 100 days between September 1 and June 30,

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

7 (9) Effective July 1, 1989, the District will pay the full cost of medical
8 and hospital coverage as provided in Article XXVI 1 (A)(1) at
9 the time of retirement for teachers with 15 years of service
10 who leave employment with the District through retirement.

11 Effective July 1, 1997 those teachers who have fifteen
12 (15) years of service who leave employment with the Dis-
13 trict through retirement, and who choose to participate in
14 the highest cost health care plan provided by the District,
15 will be responsible for contributing \$320 (three hundred
16 twenty dollars) per year for family coverage and \$140
17 (one hundred forty dollars) per year for single coverage.

18 This contribution will be adjusted each January 1 based
19 on the cost of living adjustment of Social Security benefits.
20 Payment of the retiree's share of health insurance costs
21 must be made on a quarterly basis.

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

25 Covered retirees will be asked to maintain with
26 the District current personal information, such as
27 address, family status, and telephone number.

28 (10) All future retirees will be eligible to participate in the "Open
29 Enrollment" process each year, as they have as active
30 employees. They will be notified of their annual opportu-
31 nity to change from their current chosen plan to another
32 of the plans offered to them and will be told of the
33 proposed rates. If the retiree misses the deadline for
34 "Open Enrollment" changes, (s)he will not be eligible for
35 another year.

36 (11) Part-time teachers who are entitled to receive
37 pro-rata health care benefits during the summer months
38 will have the District's portion of the costs paid by the
39 District during these months.

40 (12) Part-time teachers shall enjoy the same coverage so long
41 as they continue pro-rata premium payment to the Board
42 in proportion to the difference between their time worked
43 and the time worked by a full-time teacher.

44 (13) The BTF and the District will form a committee comprised
45

1 of representatives they each select, and which also may
2 include representatives from other employee organizations,
3 to study alternative health insurance plans and recom-
4 mend any such alternative(s) it deems appropriate.

5 B. Life Insurance

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

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

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

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

40 E. Property Insurance — To an extent not covered by
41 insurance the Board shall provide reimbursement for the repair
42 or value of clothing and personal effects, including automo-
43 biles, damaged or destroyed, while parked on or in the vicinity
44 of the school premises when and where it is not possible to
45

1 park them on school premises, during the course of or as an
2 incident to employment provided such loss is not caused by
3 negligence of the claimant. The Board shall be responsible in
4 such cases only for the cost of damage in excess of \$50. Each
5 such claim shall be supported by a sworn affidavit by the teacher
6 attesting to the facts and to any insurance coverage.

7 F. Termination Compensation

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

14 Teachers with ten (10) or more years of credited
15 service who leave employment with the Board
16 through retirement shall receive a payment equal to
17 the product of one (1) percent, the number of days of
18 accumulated sick leave at the time of retirement,
19 1/200th, the teacher's final annual salary, and the
20 number of years of service.

21 (2) Teachers with five (5) or more consecutive years of
22 service who leave employment with the Board
23 through termination, resignation, or death shall
24 receive, (or their estate shall receive) a payment equal
25 to the product of ten (10) percent, the number of days
26 of accumulated sick leave at the time of separation,
27 1/200th, and the teacher's final annual salary.

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

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

39 G. Supplemental Benefit Fund

40 Effective July 1, 1997, the District will pay into the BTF Supple-
41 mental Benefit Fund four hundred ninety dollars (\$490.00) for
42 each teacher during the 1997-98 school year. Effective July 1,
43 1998, the District will pay into the BTF Supplemental Benefit
44 Fund five hundred dollars (\$500.00) during the 1998-99
45 school year.

1 H. Sick Leave Bank

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

8 I. Early Retirement Incentive Program

9 Eligible teachers who notify the Board of Education in writing
10 on or before August 15th or their intention to retire before
11 September 1 of the same calendar year shall receive an Early
12 Retirement Incentive within sixty (60) days following the effective
13 date of their retirement. The Early Retirement Incentive shall
14 be a percentage of the difference between the final salary of
15 the retiree and the minimum annual beginning salary for the
16 retiree's position at the time of retirement.

17 To be eligible for an Early Retirement Incentive, a teacher
18 must be eligible for retirement under the rules and regulations
19 of the New York State Teachers' Retirement System and not
20 have reached his or her 55th birthday before the effective date
21 of retirement.

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

Age at Application Date	Percentage Paid
55 years	80%
56 years	75%
57 years	70%

26 J. Direct Deposit Banking Program

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

31 K. BTF Extended Pay Plan

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

35 L. Credit Union Authorization

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

39 M. Federation as Disbursal Agent

40 The Federation shall become the disbursal agent for the
41 Board of Education payroll deductions slot whereby
42 employees of the district in this and other negotiating units
43 authorize deductions for tax sheltered annuity purposes. The
44

1 Board shall not limit the choice of companies. The Board shall
2 provide the Federation with one end-check and one computer
3 printout on this program each payday.

4 The Federation shall become the disbursement agent for a Board
5 of Education payroll deduction slot whereby employees may
6 authorize deductions for investment purposes. The Board shall
7 provide the Federation with one end-check and one computer
8 printout on this program each payday.

9 All payroll deductions pursuant to this section shall be made
10 only upon receipt of written authorization forms provided by
11 the Federation and signed by the individual employees. The
12 Federation shall hold the District harmless against all claims,
13 demands and liabilities made which relate to action taken
14 pursuant to this section.

15
16
17 **ARTICLE XXVI (2)**
18 **Employee Benefits**
19 **(Effective October 1, 2000)**

20 **A. Health and Hospitalization**

21 (1) Health Care Coverage: Effective December 1, 1996,
22 the District will provide and pay 100% of the cost of
23 indemnity health insurance coverage with Blue Cross/
24 Blue Shield Plan of Western New York serving as
25 the Third Party Administrator. Employees covered
26 under this agreement will have the option of partici-
27 pating in one of the three Health Maintenance
28 Organizations, Independent Health (Encompass/
29 Gold Plan), Community Blue I or Univera-Choice
30 Care.

31 Teachers may enroll in either the family plan
32 coverage or the individual plan coverage.

33 (a) Maintenance of Benefits:

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

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

1 (ii) There shall be no change in the claim
2 payment mechanism which substantially
3 increases the time for reimbursement or
4 increases out-of-pocket expenses for
5 the teacher.

6 (iii) The BC/BS provider group will continue to
7 be the provider group (network) for the Plan.
8 (iv) Appealing a claim. Any complaints under the
9 plan with respect to its interpretation, appli-
10 cation or payment of benefits must be
11 processed through the "Claim Review
12 Procedure" set forth in the plan document.
13 If a complaint is not settled to a teacher's
14 satisfaction, the teacher may submit the
15 dispute directly to the current BC/BS dispute
16 resolution process within ninety (90) days
17 of the written determination.

18 (v) Confidentiality. In all matters of providing
19 health care coverage there will be strict
20 confidentiality.

21 (vi) Coverage will commence with a Teacher's
22 first day of employment by the District
23 unless the teacher waives coverage in writing.
24 (b) The Plan will provide benefits at least equal in
25 all ways to the 1995-96 BC/BS insurance plan
26 provided by the District as modified by the July
27 1, 1996 collective bargaining agreement which
28 provides benefits and coverage as listed below:

29 Standard hospitalization 42/43 with Rider 8
30 (dependents to age 23), 9 (ambulance service),
31 (47) hospital waiver of waiting, (48) out-of-area
32 hospital benefit; and Select contract 60/61 with
33 Riders 4 (outpatient emergency care), 8 (depen-
34 dents to age 23), 21 (psychiatric), 22 (ambulatory
35 care), 47 (medical waiver of waiting) 48 (out-
36 of-area medical benefit), cosmetic surgery which
37 is required and necessary as determined by the
38 insured's physician, Major Medical coverage with
39 a \$150/\$300 deductible, Rx Rider P \$5/\$10 + mail
40 order, Rx Rider 8 \$5/\$10 + mail order.

41 (c) In implementing "The Plan" the parties agree to
42 the following:

43 (i) There shall be no loss of benefits, coverage,
44 or enrollment eligibility for any teacher
45

(including those who retire subsequent to the approval/ratification of this agreement) as the result of the change from current health insurance (1995-1996) to the Plan.

(ii) There shall be no break in coverage.

(2) All group health plans for active teachers shall include coverage for prescription drugs with co-payments of \$5.00 for generic drugs and \$10.00 for brand name drugs as soon as administratively practicable after the agreement is concluded.

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

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

(5) a. Waiver incentive: Eligible participants shall receive an annual payment of one thousand two hundred dollars (\$1,200) in a separate check payable in the second pay period in January for participation during the prior calendar year.

For the purpose of the waiver the plan year is January through December.

If an 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 (\$100 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 in one of the District's Health Care Plans and who can produce documentation which certifies that they have coverage for health care expenses through another source 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 per cent (75%) of this account shall be retained by the Board of Education.

Twenty-five per cent (25%) of the account will be distributed on a per-capita basis among the eligible participants in the Waiver Pool but in no event shall the amount of the payment exceed twelve hundred dollars (\$1200) or \$100 per month. Payment for participation during the prior calendar year will be made on an annual basis payable in the second pay period in January in a separate check.

For purpose of the waiver pool the plan year is January through December.

d. Participation in the Health Care Waiver Pool: Participation in the Health Care Waiver Pool will be limited to the spouse who is not enrolled in the District health care program when both husband and wife are employed by the board.

In the situation where there is the occurrence of an event which necessitates an individual participating in the Health Care Waiver Pool program to enroll in one of the District's health care programs, participation in the Pool will cease and the individual will be enrolled in the District's Health Care program of his or her choice with any administrative expenses incurred reimbursed by the Board. The amount distributed to such individuals will be proportionately reduced based on the number of months of participation in the Pool.

e. At no time may a teacher participate simultaneously in both the waiver incentive and the waiver pool programs.

(6) Full-time teachers who are absent on account of illness and who have exhausted their accumulated sick leave shall continue to receive full health and hospitalization coverage as provided in Article XXVI 2 (A)(1) to be paid by the Board for that period of illness not to

1 exceed nine (9) months following exhaustion of sick leave.
2 Teachers on approved leaves of absence without pay,
3 other than sick leave, shall have the option to continue to
4 receive full health and hospitalization coverage as provided
5 in Article XXVI 2 (A)(1) for the period of the leave upon
6 quarterly reimbursement to the Board at the group
7 plan rate.

8 The Board agrees to pay the full cost for health and hos-
9 pitalization coverage as provided in Article XXVI 2 (A)(1)
10 during the period of lay-off for those teachers exceeded
11 and then reemployed.

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

20 (10) Effective July 1, 1997 those teachers who have fifteen
21 (15) years of service who leave employment with the
22 District through retirement, and who choose to participate
23 in the highest cost health care plan provided by the District,
24 will be responsible for contributing \$320 (three hundred
25 twenty dollars) per year for family coverage and \$140
26 (one hundred forty dollars) per year for single coverage.
27 This contribution will be adjusted each January 1 based on
28 the cost of living adjustment of Social Security benefits.
29 Payment of the retiree's share of health insurance costs
30 must be made on a quarterly basis.

31 At the time a teacher, who retires on or after July 1,
32 1997 becomes eligible, the retired teacher shall enroll in
33 Medicare Parts A and B.

34 **Effective July 1, 2001, it is understood that "retire-**
35 **ment" means the receipt of Benefits from the New**
36 **York State Teachers' Retirement System within forty-**
37 **five (45) days of the date of separation from the**
38 **District. Such retirees will be eligible for single or**
39 **family coverage under one of the group health plans**
40 **set forth in section A(1) of this Article, with copayments**
41 **for prescription drugs as provided for in such plans.**

42 **Such retirees will be required to contribute the**
43 **following amounts toward the cost of group health**
44 **coverage:**
45

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

7 The contribution is fixed at that amount.
8 Effective July 1, 2001 married retirees without
9 dependents shall be eligible for two (2) single cov-
10 erages only and not for family coverage. Both the
11 retired teacher and his or her spouse must apply for
12 Medicare Parts A and B when eligible.

13 Covered retirees will be asked to maintain with the Dis-
14 trict current personal information, such as address, family
15 status, and telephone number.
16 (11) All future retirees will be eligible to participate in the "Open
17 Enrollment" process each year, as they have as active
18 employees. They will be notified of their annual opportu-
19 nity to change from their current chosen plan to another
20 of the plans offered to them and will be told of the
21 proposed rates. If the retiree misses the deadline for
22 "Open enrollment" changes, (s)he will not be eligible for
23 another year.

24 (12) Part-time teachers who are entitled to receive pro-rata
25 health care benefits during the summer months will have
26 the District's portion of the costs paid by the District dur-
27 ing these months.
28 (13) Part-time teachers shall enjoy the same coverage so long
29 as they continue pro-rata premium payment to the Board
30 in proportion to the difference between their time worked
31 and the time worked by a full-time teacher.

32 (14) The BTF and the District will form a committee comprised
33 of representatives they each select, and which also may
34 include representatives from other employee organizations,
35 to study alternative health insurance plans and recommend
36 any such alternative(s) it deems appropriate.
37 B. Life Insurance

38 (1) The Board will pay the full cost of the annual pre-
39 mium for life insurance under the plan in effect for
40 1969-70 for all employees. Teachers shall have the
41 option of purchasing extra insurance benefits, when
42 available, through personal premium payments made
43 through payroll deductions.

44 (2) Part-time teachers will be afforded pro-rata group life
45 insurance benefits based on the amount of time

worked provided that the insurance carrier permits this to be done. Should the carrier change either benefits or rates, this matter of coverage for part-time teachers will be discussed with the Federation.

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

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

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

F. Termination Compensation

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

Teachers with ten (10) or more years of credited service who leave employment with the Board

through retirement shall receive a payment equal to the product of one (1) percent, the number of days of accumulated sick leave at the time of retirement, 1/200th, the teacher's final annual salary, and the number of years of service.

(2) Teachers with five (5) or more consecutive years of service who leave employment with the Board through **layoff (teachers not terminated for cause)**, resignation, or death shall receive, (or their estate shall receive) a payment equal to the product of ten (10) percent, the number of days of accumulated sick leave at the time of separation, 1/200th, and the teacher's final annual salary.

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

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

G. Supplemental Benefit Fund

Effective July 1, 1997, the District will pay into the BTF Supplemental Benefit Fund four hundred ninety dollars (\$490.00) for each teacher during the 1997-98 school year. Effective July 1, 1998, the District will pay into the BTF Supplemental Benefit Fund five hundred dollars (\$500.00) during the 1998-99 school year. **Effective July 1, 2002, the District will pay into the BTF Supplemental Benefit Fund five hundred twenty-five dollars (\$525.00) during the 2002-2003 school year.**

H. Sick Leave Bank

The Board of Education agrees to provide administrative cooperation with the Federation in the establishment of 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 who notify the Board of Education in writing on or before August 15th or their intention to retire before September 1 of the same calendar year shall receive an Early

1 Retirement incentive within sixty (60) 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.**

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3
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5
6
7 The Early Retirement Incentive shall be a percentage of the difference between the final salary of the retiree and the minimum annual beginning salary for the retiree's position at the time of retirement.

8 To be eligible for an Early Retirement Incentive, a teacher must be eligible for retirement under the rules and regulations of the New York State Teachers' Retirement System and not have reached his or her 59th birthday before the effective date of retirement.

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

Age at Application Date	Percentage Paid
55 years	80%
56 years	75%
57 years	70%

10 **Effective 7/01/2001, teachers must have a total of twelve (12) years of service with the Buffalo Public Schools to be eligible to receive the Early Retirement Incentive. Effective 7/1/2003, teachers must have a total of fifteen (15) years of service with the Buffalo Public Schools to be eligible to receive the Early Retirement Incentive.**

11 The percentage of the salary difference paid effective July 1, 2001 and thereafter shall be as follows:

Effective Date	Age at Application Date	Percentage Paid
7/01/2001	55-57	75%
7/01/2002	55-57	72.5%
7/01/2003	55-57	70%

12 **Effective July 1, 2001, the Early Retirement Incentive shall be a percentage of the difference between the final salary of the retiree and the annual salary for a teacher with a Master's degree at Step 1 for the retiree's position at the time of retirement.**

13 J. Direct Deposit Banking Program

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

15 K. BTF Extended Pay Plan

16 The Board agrees to permit teachers to authorize payroll

1 deductions to be forwarded to the BTF for the administration of an extended pay plan.

2 L. Credit Union Authorization

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

4 M. Federation as Disbursal Agent

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

6 The Federation shall become the disbursal agent for a Board of Education payroll deduction slot whereby employees may authorize deductions for investment purposes. The Board shall provide the Federation with one end-check and one computer printout on this program each payday.

7 All payroll deductions pursuant to this section shall be made only upon receipt of written authorization forms provided by the Federation and signed by the individual employees. The Federation shall hold the District harmless against all claims, demands and liabilities made which relate to action taken pursuant to this section.

8 **ARTICLE XXVII**

9 Medical and Dependent Care Spending Accounts

10 "SECTION 125 OF THE INTERNAL REVENUE CODE PLAN"

11 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.

12 **ARTICLE XXVIII**

13 Sick Leave

14 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.

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

1 For personnel employed on a ten month schedule,
2 twelve (12) days per school year with full pay shall
3 be provided. The total unused portion of the annual
4 sick days allowance shall be permitted to accumulate
5 up to two hundred twenty (220) days subject to the
6 extensions provided for below.
7
8 (b) Days of sick time allowance granted at full or half
9 pay shall be credited as days of service for incre-
10 ment purposes.
11 (c) Time used on sick time allowance shall be deducted
12 from accrued sick time allowance.
13 (d) Employees who shall have served for a period of ten
14 time allowance at full pay as herein provided, apply
15 for and be granted an additional thirty (30) days of
16 sick time allowance at full pay. Upon exhaustion of
17 these thirty days, a teacher may apply for and be
18 granted a second thirty (30) days of additional sick
19 time allowance at full pay.
20 (e) Each 30 day extension of sick time allowance shall
21 be specifically authorized by the Board upon
22 recommendation by the Superintendent. In such lat-
23 ter cases, if teachers are not hospitalized they may
24 be required to undergo an examination by a doctor
25 appointed by the Board. The additional full pay al-
26 lowances may be granted not more than once during
27 a ten (10) year period and any unused portions of
28 such additional leave will not be cumulative.
29 (f) The principal or Division Head or Superintendent may
30 require a doctor's statement at any time in the case
31 of absence on account of illness.
32 (2) For illness in the Immediate Family — The utilization of
33 sick time allowance for illness in the immediate family is
34 authorized provided that the use of sick time allowance
35 for this purpose shall in no case exceed ten (10) days.
36 The use of time for this purpose shall be charged against
37 accumulated sick time allowance of the individual.
38 Immediate family, for purposes of these regulations, shall
39 include a parent, child, brother, sister, grandparent, hus-
40 band, wife, parent of husband or wife, or any relative
41 permanently residing in the personal household in which
42 the employee resides.
43 B. Temporary Teachers — Temporary teachers appointed by
44 the Board for periods of service not to exceed one (1) year, shall
45 be granted sick time allowance for personal illness as follows:

1 (1) Personal Illness — Beginning with the 1980-81 school
2 year, upon employment, temporary teachers shall be cred-
3 ited with two (2) days in addition to one (1) day at full pay
4 for each month of service or major fraction thereof, within
5 a given school year. Any unused portions of sick time
6 allowance granted to temporary teachers shall be cumu-
7 lative in accordance with the provisions of subparagraph
8 A (1) (a) of this Article in those cases where the ser-
9 vices of temporary teachers through reappointment or
10 appointment to probationary status, are continued dur-
11 ing successive fiscal years. Temporary teachers shall also
12 be permitted to accumulate unused portions of sick time
13 allowance in non-successive fiscal years which they work
14 subsequent to fiscal year 1979-80. Temporary teachers,
15 upon employment, shall be credited with two (2) days in
16 addition to the one (1) day at full pay for each month of
17 service as provided for above.
18 (2) If at the end of a school year a temporary teacher has
19 accumulated unused sick leave credit, such credit may
20 be used to reimburse the teacher for sick leave taken
21 without pay during the year because of the unavailability
22 of sick leave credit at the time of the illness.
23 (3) Day school temporary teachers assigned for less than
24 full-time, but half-time or more, shall be allowed pro-rata
25 sick leave benefits based on the amount of time worked
26 and the leave provided in paragraph B(1) above and other
27 leave as provided in Article XXXII.
28 Day school temporary teachers who work the equiva-
29 lent of two (2) days per week shall be entitled to five (5)
30 days of sick leave benefits annually. Day school tempo-
31 rary teachers who work the equivalent of one (1) day per
32 week shall be entitled to two (2) days of sick leave
33 benefits annually.
34 C. All permanent and probationary teachers (except as
35 provided in subparagraph (3) below) shall be credited with and
36 may use their annual and accumulated sick leave
37 allowances as of the first day of their employment year, even
38 though they have not been able to report for duty on that day,
39 provided that:
40 (1) Teachers notify the school or Personnel Office that they
41 will be unable to report because of illness, or death or
42 serious illness in the immediate family, or for any other
43 reason for which they are entitled to be absent from duty.
44 (2) Teachers terminating their service prior to the end of the
45 school year not as a result of illness, shall have deducted

1 from their last pay warrant any pay received for used sick
2 time that is unearned.
3 (3) The provisions of this paragraph shall not apply to the
4 initial year of employment. In such cases the teacher shall
5 be credited with such annual sick leave prospectively upon
6 reporting for service.
7

8 **ARTICLE XXIX** 9 Personal Leave

10 A. Personal Leave — All full-time teachers shall be entitled
11 to take up to five (5) days of paid personal leave annually for
12 observance of traditional and customary religious holidays
13 where absence or abstention from work is required or custom-
14 ary, and for urgent personal business which cannot be
15 performed during non-school hours subject to the following
16 conditions:
17

- 18 (1) Personal leave taken pursuant to this paragraph shall not
19 be deducted from accumulated sick time allowance. When
20 a teacher has exhausted his sick time allowance, his un-
21 used personal leave days, if any, may be converted to
22 sick leave. Personal leave days remaining unused at the
23 end of the fiscal year shall be added to the teacher's sick
24 leave accumulation on July 1st.
 - 25 (2) Personal leave may not be taken on the day before or
26 the day after a holiday unless a request, specifying the
27 reason, is made and approved.
 - 28 (3) For days other than those specified above, the teacher
29 shall sign a statement certifying that such personal leave
30 is being taken to conduct urgent personal business which
31 cannot be performed during non-school hours. Tempo-
32 rary teachers assigned for less than full time, but half
33 time or more, shall be allowed pro-rata personal leave
34 benefits based on the amount of time worked and the
35 leave provided in paragraph A above.
 - 36 (4) The above shall not preclude the granting of personal
37 leave without pay where conditions do not warrant leave
38 with pay.
 - 39 (5) Whenever possible, advance notice of forty-eight (48)
40 hours shall be given before the use of a personal day.
- 41 B. Funeral of Friend or Relative — Other than the immediate
42 family, with the approval of the Superintendent or a designee,
43 not to exceed two (2) days at full pay for each school year to
44 be used as personal leave. If no personal leave is available
45 deduction will be made from sick leave. Additional absences

1 to attend the funeral of a friend or relative shall be deducted
2 from the accumulated sick time allowance.
3 C. Graduation and Awards — To attend the teacher's own
4 graduation or ceremonies at which the teacher is the
5 recipient of an award or special honor, one (1) day with full
6 pay, a second day without pay if required. To attend the gradu-
7 ation of a member of the immediate family, as elsewhere defined
8 in this Contract, one (1) day with pay and a second day with-
9 out pay if required, when authorized in advance by the
10 Superintendent of Schools. As defined elsewhere in this con-
11 tract and when authorized by the Superintendent such
12 absences shall be granted from personal leave.
13

14 **ARTICLE XXX** 15 Leaves of Absence

16 Except as expressly authorized by the Board of Education or
17 by the Superintendent of Schools, leaves of absence shall be
18 limited to those specified in this Article.
19

20 A. Leave of Absence — Leaves of absence may be granted
21 to permanent and probationary employees of the Board of
22 Education as follows:
23

- 24 (1) Leaves of Absence for Study, Travel, and Special Ser-
25 vices — Leaves of absence with, or without, pay may be
26 granted to probationary and permanent employees
27 of the Board for study, travel, or special services when
28 approved in advance by the Superintendent of Schools
29 under the following conditions:
30 (a) Leaves of Absence for Study — Study for which
31 leaves may be granted shall be limited to study in an
32 accredited institution of higher learning or under a
33 fellowship grant from a recognized foundation or
34 research organization engaged in educational
35 research. Plans for such study shall be submitted to
36 the Superintendent in writing in advance, and shall
37 be so designed as to improve the teachers' skill and
38 competence in their area of service.
39 (b) Leave for Travel — Leaves for travel may be granted
40 for the following reasons:
41 (1) Travel conducted by an accredited institution of
42 higher learning for which course credit is granted
43 by the institution.
44 (2) Travel planned cooperatively with the Superin-
45 tendent of Schools, plans for which shall
have been submitted in writing and approved in

1 advance. Such plans shall constitute a prede-
2 termined program designed to improve the
3 individual's competence.

4 (c) Leaves for Special Service — Special service leaves
5 may be granted for full time service when such ser-
6 vice is directly related to the teacher's area of work.
7 Such leaves shall be limited to special service
8 performed for or with an institution of higher learn-
9 ing, a foundation or research organization, a state
10 education department, the United States Office of
11 Education, the Peace Corps, or similar institutions or
12 organizations, plans for which shall have been sub-
13 mitted in writing and approved in advance. Such plans
14 shall constitute a predetermined program designed
15 to improve the individual's competence. Leaves may
16 not be granted for the purpose of accepting a regular
17 position in another school system, except for ap-
18 proved participation in an exchange teacher program.

19 (d) Time during which the individual is on leave for study,
20 travel or special service, as described in this Article,
21 or on political leave as described in Article XXXI shall
22 be credited toward increment and longevity. Sick time
23 allowance may not be used, nor does it accrue in
24 connection with leave for study, travel or special ser-
25 vice. Upon return from leaves of absence as indicated
26 above, teachers shall submit to the Board evidence
27 of the fulfillment of the purpose for which the leave
28 was granted. Should such evidence not be submit-
29 ted in a timely manner, credit for increment shall be
30 withdrawn.

31 (e) Temporary Teachers, Special Consideration —
32 Temporary teachers who leave service for study,
33 travel, or special services as described in paragraphs
34 (a), (b), or (c) of subparagraph A (1) above shall, upon
35 reapplication for employment, have such leave
36 experience given due consideration.

37 (2) Application for Leaves — Formal application for leaves
38 of absence specified in Paragraphs (a), (b) and (c) of this
39 subdivision are to be submitted to the Superintendent on
40 prescribed forms at least thirty (30) days before the ef-
41 fective date of leave; provided that application for leaves
42 effective September 1, must be filed no later than the
43 preceding July 1. Such application shall certify (i) pur-
44 pose of the leave, (ii) plans for the use of the leave, (iii)
45 date upon which the individual shall return to service, and

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

7 B. Military Service — Leaves of absence for military
8 service may be granted with or without pay, as provided in
9 New York State Law governing military service and training.
10 C. Sick Leave Without Pay — Whenever employees
11 exhaust their sick time allowance and any extension thereof,
12 they shall immediately apply to the Superintendent for sick leave
13 without pay for a definite period of time not to exceed the end
14 of the current school year, subject to renewal upon further
15 application in each of two (2) successive years, or they may
16 apply for retirement or they may submit a letter of resignation.
17 In the case of application for sick leave without pay, the indi-
18 vidual shall supply the Superintendent with a physician's
19 medical certificate. Application for sick leave without pay,
20 together with a statement of the physician is to be submitted at
21 least ten (10) days before exhaustion of sick time allowance
22 whenever possible.

23 D. Maternity Leave — An employee who becomes pregnant
24 may upon or before exhaustion of sick leave apply for and be
25 granted a maternity leave without pay. Application for maternity
26 leave without pay together with a physician's certification is to
27 be submitted to the Superintendent of Schools at least ten (10)
28 days before the effective date of the leave whenever possible.
29 E. Child Care Leave — An employee may apply for and shall
30 be granted a leave without pay for the purpose of remaining at
31 home to care for a child. This leave shall be for one (1) year
32 and shall be renewable to a maximum of two (2) years for a
33 total of three (3) years per child care leave. In any case where
34 a child care leave has been granted, the employee shall notify
35 the Superintendent in writing at least one month prior to the
36 termination of such leave of an employee's intention to return,
37 resign or apply for an extension of the leave. The Superinten-
38 dent may adjust the date of the return from such leave to
39 coincide with the interest of the pupils.

40 Where a consecutive birth occurs before the expiration of
41 the original child care leave, the employee is to apply for a
42 new child care leave as described above. Such leave shall be
43 limited to one (1) additional consecutive application.

44 F. Adopted Child — A leave of absence without pay may be
45 granted to care for an adopted child as follows: If the child is

1 less than one (1) year old at the time of adoption, said leave
2 shall not exceed two (2) years; otherwise such leave shall not
3 exceed one (1) year. Upon application of the employee, an
4 extension of such leave may be granted for a period not to
5 exceed one (1) year. In the case of a teacher, the Superinten-
6 dent is authorized to adjust the date of return from such leave
7 to coincide with the beginning of a school term. In all cases
8 where a leave to care for an adopted child has been granted,
9 employees shall notify the Superintendent in writing, at least
10 one (1) month prior to termination of such leave, of their inten-
11 tion to return, resign or to apply for an extension of leave.
12 G. Family illness — A leave of absence without pay
13 shall be granted for up to a two (2) year period for the purpose
14 of caring for a sick member of a teacher's immediate family.
15 H. One leave of absence without pay for a period of not more
16 than one (1) year may be granted, upon application, to con-
17 tract teachers for the purpose of accompanying their spouse
18 who have been relocated to another community.

19 Teachers shall not accrue any increment or other benefits for
20 the period of such leave.
21 I. Permanent teachers who have completed ten years of
22 service within the system or have the equivalent as defined in
23 Article XXV shall be eligible to apply for and receive leaves of
24 absence without pay of up to two years. Leaves granted under
25 this provision shall be taken in units of not less than a full school
26 year and shall begin on September 1 of the first year and
27 terminate on June 30 of the final year.
28 Leaves of absence granted under this provision shall not be
29 counted for increment purposes or towards years of service
30 and the persons on leave shall not be entitled to receive or
31 accrue salary or employee benefits from the Board of Educa-
32 tion while on leave.

33 At no time shall the number of persons on leave under this
34 provision exceed 10% of those eligible. If the number applying
35 exceeds the number eligible, seniority shall be used to deter-
36 mine who shall be granted leave.

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

ARTICLE XXXI

Authorized Absences for Special Conditions

40 Authorized absence may be granted to temporary, probation-
41 ary and permanent employees under the following conditions:
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43
44
45

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

4 B. Conference and Workshops — For attendance at profes-
5 sional meetings, conferences, workshops for professional
6 improvement, when approved in advance by the Superinten-
7 dent or an authorized representative with pay. Such leave shall
8 not be deducted from personal leave entitlement.

9 C. Jury duty or other service required by law, court order or
10 other governmental authority beyond control of the individual
11 and necessitating absence from duty — with full pay, upon
12 condition that during such service, a teacher shall be required
13 when feasible, to perform the duties of the position. Paid leave
14 of absence under this subdivision shall not be deducted from
15 accumulated sick time allowance or personal leave allowance.
16 All pay or fees received because of such jury duty or other
17 service shall be assigned by the teachers to the Board.

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

22 E. Absence for Part of Working Day — Attendance for the
23 major part of either the morning or the afternoon may, at the
24 discretion of the principal or Division Head be allowed atten-
25 dance for a half of a working day. Absence for part of a working
26 day shall be subject to the general rules for absences, the de-
27 duction, if any, being half of the deduction for a full working
28 day. All such absences, whether with or without deduction, shall
29 be reported on the service record.

30 F. Political Leave — Upon request, permanent and proba-
31 tionary teachers shall be granted political leaves in accordance
32 with the following provisions.

33 (1) With thirty (30) calendar days' notice, a teacher shall be
34 granted up to four (4) weeks leave without pay for the
35 purpose of campaigning as a candidate in a civic elec-
36 tion for public election.

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

39 (3) The Board shall extend to the teacher who is elected or
40 appointed to public office a leave of absence or absences
41 without pay as needed to fulfill the terms of office. How-
42 ever, said leave may be limited by the Board to a maximum
43 of six (6) years. At the conclusion of such leave of
44 absence, the teacher shall be returned to the same or a
45 reasonably comparable position.

ARTICLE XXXII

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

All temporary, probationary and permanent teachers shall be entitled to regular pay for all days when the schools are closed. Illness or short term leaves with pay spanning such days when the schools are closed shall not be a basis for denying teachers' pay for such days. There shall be no loss of sick time benefits for these days, provided the 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 (1)

Absence Due to Work Related Injury and Illness
(Effective January 1, 1997)

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 worker's 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 worker's 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 three (3) years (36 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.

If such absence persists beyond the periods outlined above, from the date of the first absence, each day of absence thereafter shall be deducted from the teacher's accumulated sick leave allowance, if any, until it is exhausted. Any further such absence shall be paid in accordance with the schedule from the Workers' Compensation Board.

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

E. The report of work related injury or illness by a Teacher must be reported to a teacher's principal or supervisor promptly. F. As permissible by law, the District may assign to "light duty" those teachers whose physician have indicated they may return to work when the specific restrictions and limitation are accommodated.

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

ARTICLE XXXIV (2)

Absence Due to Work Related Injury and Illness
(Effective July 1, 2003)

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

4 B. Days allowed for absence due to injuries or illness
5 suffered on school premises or in line of duty covered by
6 Workers' Compensation, subject to certification by a duly qual-
7 ified physician as to duration of the disability, shall not be
8 deducted from sick time allowance. In such circumstances, the
9 Board will continue to pay the teacher's regular pay and ben-
10 efits for the period involved and the salary allowance paid the
11 teacher under workers' compensation will be assigned to the
12 board as set forth below.

13 C. As permitted by workers' compensation law, the District
14 reserves the right to schedule the claimant to be periodically
15 examined by a physician to verify the continuation and extent
16 of the claim.

17 C. In such circumstances where the injury/illness is a result
18 of an assault, harassment, or menacing, directed at the teacher
19 or another, (as set forth in the New York Penal Law), the Board
20 will continue to pay the Teacher's regular pay and benefits for
21 the period involved to a maximum of five (5) years (60 months
22 from the date of injury or the date of the diagnosis of the work
23 related illness) and the salary allowance paid the teacher un-
24 der workers' compensation law will be assigned to the District.

25 In work related injuries/illness other than those described
26 above, the Board will continue to pay the teacher's regular pay
27 and benefits for the period involved for a maximum of two (2)
28 years (24 months from the date of injury or the date of the
29 diagnosis of the work related illness) and the salary allowance
30 paid the teacher under workers' compensation law will be as-
31 signed to the District.

32 If such absence persists beyond the periods outlined above,
33 from the date of the first absence, each day of absence there-
34 after shall be deducted from the teacher's accumulated sick
35 leave allowance, if any, until it is exhausted. Any further such
36 absence shall be paid in accordance with the schedule from
37 the Workers' Compensation Board.

38 D. Absence of a teacher who has contracted a pediatric com-
39 municable disease shall be treated according to the applicable
40 provisions of this section.

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

43 F. As permissible by law, the District may assign to "light
44 duty" those teachers whose physician have indicated they may
45

1 return to work when the specific restrictions and limitation are
2 accommodated.

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

9 ARTICLE XXXV 10 Sabbatical Leave

11 A. During each school year, a Sabbatical Leave at half pay
12 (1/2) for a full year of leave or at full pay for one-half (1/2) year
13 of leave may be granted to one percent (1%) of the permanent
14 teachers who have completed seven (7) years of service within
15 the system or have the equivalent as defined in Article XXV
16 hereof.

17 B. Policy on Sabbatical Leaves

18 The purpose of granting sabbatical leaves to teachers and
19 other staff members is to improve instruction, to add to the
20 professional skills of the instructional staff members and to
21 encourage individual research and travel for the ultimate
22 advantage of the Buffalo Public Schools. For the purpose of
23 administering this policy, a sabbatical leave is defined as a
24 leave for one semester at full pay or for two consecutive se-
25 mesters at one-half pay applied for and granted under the
26 provisions of this policy. The policy shall be as follows:
27

28 (1) Permanent contract members of the instructional staff who
29 are on active duty status and who have rendered satis-
30 factory credited service with the Buffalo Public Schools
31 for at least seven years prior to the school year for which
32 application is made, may be granted a sabbatical leave
33 of absence for the purpose of study or travel for not less
34 than one full semester or more than two consecutive
35 semesters subject to the following conditions:
36

37 (a) The maximum number of sabbatical leaves of
38 absence authorized annually for members of the
39 instructional staff represented by the Federation shall
40 be the number specified in the contract in effect
41 between the Federation and the Board.

42 (b) Educational objectives leading to the improvement
43 of the practice of instruction will be given the highest
44 priority. In cases where applications for sabbatical
45 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 reinstatement 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 absence is desired. In case of sabbatical leave for study, this statement must include the institution at which the individual is to study and the courses to be pursued either leading to an advanced degree or in the pursuit of an educational objective or research study. In cases of sabbatical leave for travel, a plan of travels must be submitted with justification of the educational objectives to be gained in support of the person's area of professional interest.

(3) A committee, composed of three members appointed by the Superintendent and three members appointed by

the Federation, shall review applications for sabbatical leaves and make recommendations to the Superintendent of Schools. The decision of the Superintendent shall be final.

(4) Approved applications for sabbatical leave shall be submitted to the Board for approval in April for leaves starting at the beginning of the first semester and in November for leaves starting at the beginning of the second semester.

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

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

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

ARTICLE XXXVI General Leave Provisions

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

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

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.

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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 teacher's bargaining unit without the express written consent of the Federation.

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

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

ARTICLE XXXIX

Miscellaneous

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

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

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

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

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

E. Copies of this Contract, incorporating all amendments thereto, in a format developed jointly by the Federation and the Board shall be presented to all teachers now employed or hereafter employed by the Board. The Board shall reimburse the Federation for one-half (1/2) the cost of printing the contract.

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

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

H. Channels of Communications — Except as otherwise provided in this Contract communications by a group of teachers concerning a particular school shall be sent to the principal as the responsible head of the school five days before being sent to Central Office administrators of the Assistant Superintendent rank or higher.

ARTICLE XL

Agency Shop and Financial Responsibility

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

2. Deduction of this agency fee provided for in Section 1 of this Article shall be made, consistent with the dues deduction schedule of this Agreement. The Board agrees to furnish the

1 Federation with an alphabetical listing showing the names of
2 all employees from whose salary such fees have been de-
3 ducted. Deductions for employees in the unit who are hired
4 after October 1 of any school year shall be appropriately pro-
5 rated so as to complete deduction of the annual agency fee by
6 the end of each school year.
7 3. The Board and the Federation agree to furnish to each
8 other any information needed by either of them to fulfill the
9 provisions of this Article.

ARTICLE XLI

Conformity to Law — Saving Clause

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

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

ARTICLE XLII

Duration of Contract

34 This agreement shall be effective **July 1, 1999** and shall con-
35 tinue in full force and effect through **June 30, 2004**.

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

41 **IN WITNESS** of this Agreement dated **October 19, 2000**,
42 the parties hereto set their hands and seals this **19th** day of
43 **October, 2000**.

BOARD OF EDUCATION OF THE CITY OF BUFFALO, NEW YORK

BY



Paul Buchanan, President of Board of Education



Marion Cafredo, Superintendent of Schools

BUFFALO TEACHERS FEDERATION, INC.

BY



Philip Rumore, BTF President/Chief Negotiator



Edith LeWin, BTF Vice-President

APPENDIX A
1999-2000 SALARY SCHEDULE — Effective July 1, 1999

27	\$59,793	\$60,070	\$61,547	\$62,424	\$64,740	\$65,617	\$66,494	\$67,371	\$68,248	\$69,125	\$70,002	27
26	\$58,916	\$59,193	\$60,670	\$61,547	\$63,863	\$64,740	\$65,617	\$66,494	\$67,371	\$68,248	\$69,125	26
25	\$58,040	\$58,317	\$59,794	\$60,671	\$62,987	\$63,864	\$64,741	\$65,618	\$66,495	\$67,372	\$68,249	25
24	\$57,164	\$57,441	\$58,918	\$59,795	\$62,111	\$62,988	\$63,865	\$64,742	\$65,619	\$66,496	\$67,373	24
23	\$56,288	\$56,565	\$58,042	\$58,919	\$61,235	\$62,112	\$62,989	\$63,866	\$64,743	\$65,620	\$66,497	23
22	\$55,412	\$55,689	\$57,166	\$58,043	\$60,359	\$61,236	\$62,113	\$62,990	\$63,867	\$64,744	\$65,621	22
21	\$54,536	\$54,813	\$56,290	\$57,167	\$59,483	\$60,360	\$61,237	\$62,114	\$62,991	\$63,868	\$64,745	21
20	\$53,660	\$53,937	\$55,414	\$56,291	\$58,607	\$59,484	\$60,361	\$61,238	\$62,115	\$62,992	\$63,869	20
19	\$52,784	\$53,061	\$54,538	\$55,415	\$57,731	\$58,608	\$59,485	\$60,362	\$61,239	\$62,116	\$62,993	19
18	\$51,908	\$52,185	\$53,662	\$54,539	\$56,855	\$57,732	\$58,609	\$59,486	\$60,363	\$61,240	\$62,117	18
17	\$51,032	\$51,309	\$52,786	\$53,663	\$55,979	\$56,856	\$57,733	\$58,610	\$59,487	\$60,364	\$61,241	17
16	\$50,156	\$50,433	\$51,910	\$52,787	\$55,103	\$55,980	\$56,857	\$57,734	\$58,611	\$59,488	\$60,365	16
15	\$49,280	\$49,557	\$51,034	\$51,911	\$54,227	\$55,104	\$55,981	\$56,858	\$57,735	\$58,612	\$59,489	15
14	\$48,404	\$48,681	\$50,158	\$51,035	\$53,351	\$54,228	\$55,105	\$55,982	\$56,859	\$57,736	\$58,613	14
13	\$47,528	\$47,805	\$49,282	\$50,159	\$52,475	\$53,352	\$54,229	\$55,106	\$55,983	\$56,860	\$57,737	13
12	\$46,652	\$46,929	\$48,406	\$49,283	\$51,600	\$52,476	\$53,353	\$54,230	\$55,107	\$55,984	\$56,861	12
11	\$45,776	\$46,053	\$47,530	\$48,407	\$50,724	\$51,601	\$52,477	\$53,354	\$54,231	\$55,105	\$55,985	11
10	\$44,900	\$45,177	\$46,654	\$47,531	\$49,848	\$50,725	\$51,602	\$52,478	\$53,355	\$54,232	\$55,106	10
9	\$44,024	\$44,301	\$45,778	\$46,655	\$48,972	\$49,849	\$50,726	\$51,603	\$52,479	\$53,356	\$54,233	9
8	\$43,148	\$43,425	\$44,902	\$45,779	\$48,100	\$48,973	\$49,848	\$50,727	\$51,604	\$52,480	\$53,357	8
7	\$42,272	\$42,549	\$44,026	\$44,903	\$47,224	\$48,101	\$48,974	\$49,849	\$50,728	\$51,605	\$52,481	7
6	\$41,396	\$41,673	\$43,150	\$44,027	\$46,348	\$47,225	\$48,102	\$48,975	\$49,850	\$50,729	\$51,606	6
5	\$40,520	\$40,797	\$42,274	\$43,151	\$45,472	\$46,349	\$47,226	\$48,103	\$48,976	\$49,851	\$50,727	5
4	\$39,644	\$39,921	\$41,398	\$42,275	\$44,596	\$45,473	\$46,348	\$47,227	\$48,104	\$48,977	\$49,852	4
3	\$38,768	\$39,045	\$40,522	\$41,399	\$43,720	\$44,597	\$45,474	\$46,349	\$47,228	\$48,105	\$48,978	3
2	\$37,892	\$38,169	\$39,646	\$40,523	\$42,844	\$43,721	\$44,598	\$45,475	\$46,350	\$47,229	\$48,106	2
1	\$37,016	\$37,293	\$38,770	\$39,647	\$41,968	\$42,845	\$43,722	\$44,599	\$45,476	\$46,351	\$47,227	1
BS	\$36,140	\$36,417	\$37,294	\$38,171	\$41,092	\$41,969	\$42,846	\$43,723	\$44,598	\$45,477	\$46,352	DR
BS+10	\$35,264	\$35,541	\$36,418	\$37,295	\$40,216	\$41,093	\$41,970	\$42,847	\$43,724	\$44,599	\$45,478	MS+30
BS+20	\$34,388	\$34,665	\$35,542	\$36,419	\$39,340	\$40,217	\$41,094	\$41,971	\$42,848	\$43,725	\$44,599	MS+20
BS+30	\$33,512	\$33,789	\$34,666	\$35,543	\$38,464	\$39,341	\$40,218	\$41,095	\$41,972	\$42,849	\$43,720	MS+10
BS+40	\$32,636	\$32,913	\$33,790	\$34,667	\$37,588	\$38,465	\$39,342	\$40,219	\$41,096	\$41,973	\$42,841	MS
BS+50	\$31,760	\$32,037	\$32,914	\$33,791	\$36,712	\$37,589	\$38,466	\$39,343	\$40,220	\$41,097	\$41,972	BS+60
BS+60	\$30,884	\$31,161	\$32,038	\$32,915	\$35,836	\$36,713	\$37,590	\$38,467	\$39,344	\$40,221	\$41,093	BS+70
BS+70	\$29,008	\$29,285	\$31,162	\$32,039	\$34,960	\$35,837	\$36,714	\$37,591	\$38,468	\$39,345	\$40,224	BS+80
BS+80	\$28,132	\$28,409	\$30,286	\$31,163	\$34,084	\$34,961	\$35,838	\$36,715	\$37,592	\$38,469	\$39,345	BS+90
BS+90	\$27,256	\$27,533	\$29,410	\$30,287	\$33,208	\$34,085	\$34,962	\$35,839	\$36,716	\$37,593	\$38,466	BS

APPENDIX B
2000-2001 SALARY SCHEDULE — Effective July 1, 2000

This salary schedule reflects a 2% increase over July 1, 1999.

27	\$60,997	\$61,274	\$62,751	\$63,628	\$65,944	\$66,821	\$67,698	\$68,575	\$69,452	\$70,329	\$71,206	27
26	\$60,121	\$60,398	\$61,875	\$62,752	\$65,068	\$65,945	\$66,822	\$67,699	\$68,576	\$69,453	\$70,330	26
25	\$59,245	\$59,522	\$61,000	\$61,877	\$64,192	\$65,069	\$65,946	\$66,823	\$67,700	\$68,577	\$69,454	25
24	\$58,369	\$58,646	\$60,124	\$61,001	\$63,316	\$64,193	\$65,070	\$65,947	\$66,824	\$67,701	\$68,578	24
23	\$57,493	\$57,770	\$59,248	\$60,125	\$62,440	\$63,317	\$64,194	\$65,071	\$65,948	\$66,825	\$67,702	23
22	\$56,617	\$56,894	\$58,372	\$59,249	\$61,564	\$62,441	\$63,318	\$64,195	\$65,072	\$65,949	\$66,826	22
21	\$55,741	\$56,018	\$57,496	\$58,373	\$60,688	\$61,565	\$62,442	\$63,319	\$64,196	\$65,073	\$65,950	21
20	\$54,865	\$55,142	\$56,620	\$57,497	\$59,812	\$60,689	\$61,566	\$62,443	\$63,320	\$64,197	\$65,074	20
19	\$53,989	\$54,266	\$55,744	\$56,621	\$58,936	\$59,813	\$60,690	\$61,567	\$62,444	\$63,321	\$64,198	19
18	\$53,113	\$53,390	\$54,866	\$55,745	\$58,060	\$58,937	\$59,814	\$60,691	\$61,568	\$62,445	\$63,322	18
17	\$52,237	\$52,514	\$54,000	\$54,879	\$57,184	\$58,061	\$58,938	\$59,815	\$60,692	\$61,569	\$62,446	17
16	\$51,361	\$51,638	\$53,134	\$54,013	\$56,308	\$57,185	\$58,062	\$58,939	\$59,816	\$60,693	\$61,570	16
15	\$50,485	\$50,762	\$52,268	\$53,143	\$55,432	\$56,309	\$57,186	\$58,063	\$58,940	\$59,817	\$60,694	15
14	\$49,609	\$49,886	\$51,402	\$52,271	\$54,556	\$55,433	\$56,310	\$57,187	\$58,064	\$58,941	\$59,818	14
13	\$48,733	\$49,010	\$50,536	\$51,441	\$53,680	\$54,557	\$55,434	\$56,311	\$57,188	\$58,065	\$58,942	13
12	\$47,857	\$48,134	\$49,670	\$50,571	\$52,804	\$53,681	\$54,558	\$55,435	\$56,312	\$57,189	\$58,066	12
11	\$46,981	\$47,258	\$48,804	\$49,695	\$51,928	\$52,805	\$53,682	\$54,559	\$55,436	\$56,313	\$57,190	11
10	\$46,105	\$46,382	\$47,940	\$48,839	\$51,052	\$51,929	\$52,806	\$53,683	\$54,560	\$55,437	\$56,314	10
9	\$45,229	\$45,506	\$47,064	\$47,973	\$50,176	\$51,053	\$51,930	\$52,807	\$53,684	\$54,561	\$55,438	9
8	\$44,353	\$44,630	\$46,188	\$47,117	\$49,300	\$50,177	\$51,054	\$51,931	\$52,808	\$53,685	\$54,562	8
7	\$43,477	\$43,754	\$45,312	\$46,261	\$48,424	\$49,301	\$50,178	\$51,055	\$51,932	\$52,809	\$53,686	7
6	\$42,601	\$42,878	\$44,436	\$45,405	\$47,548	\$48,425	\$49,302	\$50,179	\$51,056	\$51,933	\$52,807	6
5	\$41,725	\$42,002	\$43,560	\$44,459	\$46,672	\$47,549	\$48,426	\$49,303	\$50,180	\$51,057	\$51,934	5
4	\$40,849	\$41,126	\$42,684	\$43,613	\$45,796	\$46,673	\$47,550	\$48,427	\$49,304	\$50,181	\$51,055	4
3	\$40,000	\$40,277	\$41,816	\$42,765	\$44,920	\$45,797	\$46,674	\$47,551	\$48,428	\$49,305	\$50,182	3
2	\$39,124	\$39,401	\$40,936	\$41,889	\$44,044	\$44,921	\$45,798	\$46,675	\$47,552	\$48,429	\$49,306	2
1	\$38,248	\$38,525	\$39,960	\$40,913	\$43,168	\$44,045	\$44,922	\$45,799	\$46,676	\$47,553	\$48,427	DR
BS	\$37,372	\$37,649	\$39,064	\$40,033	\$42,292	\$43,169	\$44,046	\$44,923	\$45,798	\$46,677	\$47,554	MS+30
BS+10	\$36,496	\$36,773	\$38,188	\$39,157	\$41,416	\$42,293	\$43,170	\$44,047	\$44,924	\$45,799	\$46,676	MS+20
BS+20	\$35,620	\$35,897	\$37,312	\$38,281	\$40,540	\$41,417	\$42,294	\$43,171	\$44,048	\$44,925	\$45,797	MS+10
BS+30	\$34,744	\$35,021	\$36,436	\$37,405	\$39,664	\$40,541	\$41,418	\$42,295	\$43,172	\$44,049	\$44,926	MS
BS+40	\$33,868	\$34,145	\$35,560	\$36,529	\$38,788	\$39,665	\$40,542	\$41,419	\$42,296	\$43,173	\$44,047	BS+60
BS+50	\$32,992	\$33,269	\$34,684	\$35,653	\$37,912	\$38,789	\$39,670	\$40,543	\$41,420	\$42,297	\$43,178	BS+70
BS+60	\$32,116	\$32,393	\$33,808	\$34,777	\$37,036	\$37,913	\$38,790	\$39,671	\$40,544	\$41,421	\$42,299	BS+80
BS+70	\$31,240	\$31,517	\$32,932	\$33,901	\$36,160	\$37,037	\$37,914	\$38,791	\$39,672	\$40,545	\$41,420	BS+90
BS+80	\$30,364	\$30,641	\$32,056	\$33,025	\$35,284	\$36,161	\$37,038	\$37,915	\$38,792	\$39,673	\$40,541	BS
BS+90	\$29,488	\$29,765	\$31,180	\$32,149	\$34,408	\$35,285	\$36,162	\$37,039	\$37,916	\$38,793	\$39,672	DR

INCREMENT = 1468 GRAD CREDIT = 89.50 (pd. in units of 10 hours) MASTERS = 1469 DR = 2118 LONGEVITY INCENTIVE = 815
The rounding practice used by the parties in completing the salary schedules will be the universal concept of .5 up and under .5 down.

INCREMENT = 1499 GRAD CREDIT = 87.70 (pd. in units of 10 hours) MASTERS = 1440 DR = 2076 LONGEVITY INCENTIVE = 799
The rounding practice used by the parties in completing the salary schedules will be the universal concept of .5 up and under .5 down.

INCREMENT = 1519 GRAD. CREDIT = 92.60 (pd. in units of 10 hours) MASTERS = 1520 DR = 2183 LONGEVITY INCENTIVE = 844
The rounding practice used by the parties in completing the salary schedules will be the universal concept of .5 up and under .5 down.

27	63130	64056	64982	65908	66834	67760	68686	69612	70538	71464	72390	73316	74242	75168	76094	77020	77946	78872	79798	80724	81650	82576	83502	84428	85354	86280	87206	88132	89058	89984	90910	91836	92762	93688	94614	95540	96466	97392	98318	99244	100170	101096	102022	102948	103874	104800	105726	106652	107578	108504	109430	110356	111282	112208	113134	114060	114986	115912	116838	117764	118690	119616	120542	121468	122394	123320	124246	125172	126098	127024	127950	128876	129802	130728	131654	132580	133506	134432	135358	136284	137210	138136	139062	140016	140970	141924	142878	143832	144786	145740	146694	147648	148602	149556	150510	151464	152418	153372	154326	155280	156234	157188	158142	159096	160050	161004	161958	162912	163866	164820	165774	166728	167682	168636	169590	170544	171498	172452	173406	174360	175314	176268	177222	178176	179130	180084	181038	181992	182946	183900	184854	185808	186762	187716	188670	189624	190578	191532	192486	193440	194394	195348	196302	197256	198210	199164	200118	201072	202026	202980	203934	204888	205842	206796	207750	208704	209658	210612	211566	212520	213474	214428	215382	216336	217290	218244	219198	220152	221106	222060	223014	223968	224922	225876	226830	227784	228738	229692	230646	231600	232554	233508	234462	235416	236370	237324	238278	239232	240186	241140	242094	243048	244002	244956	245910	246864	247818	248772	249726	250680	251634	252588	253542	254496	255450	256404	257358	258312	259266	260220	261174	262128	263082	264036	264990	265944	266898	267852	268806	269760	270714	271668	272622	273576	274530	275484	276438	277392	278346	279300	280254	281208	282162	283116	284070	285024	285978	286932	287886	288840	289794	290748	291702	292656	293610	294564	295518	296472	297426	298380	299334	300288	301242	302196	303150	304104	305058	306012	306966	307920	308874	309828	310782	311736	312690	313644	314598	315552	316506	317460	318414	319368	320322	321276	322230	323184	324138	325092	326046	327000	327954	328908	329862	330816	331770	332724	333678	334632	335586	336540	337494	338448	339402	340356	341310	342264	343218	344172	345126	346080	347034	347988	348942	349896	350850	351804	352758	353712	354666	355620	356574	357528	358482	359436	360390	361344	362298	363252	364206	365160	366114	367068	368022	368976	369930	370884	371838	372792	373746	374700	375654	376608	377562	378516	379470	380424	381378	382332	383286	384240	385194	386148	387102	388056	389010	390016	391022	392028	393034	394040	395046	396052	397058	398064	399070	400076	401082	402088	403094	404100	405106	406112	407118	408124	409130	410136	411142	412148	413154	414160	415166	416172	417178	418184	419190	420196	421202	422208	423214	424220	425226	426232	427238	428244	429250	430256	431262	432268	433274	434280	435286	436292	437298	438304	439310	440316	441322	442328	443334	444340	445346	446352	447358	448364	449370	450376	451382	452388	453394	454400	455406	456412	457418	458424	459430	460436	461442	462448	463454	464460	465466	466472	467478	468484	469490	470496	471502	472508	473514	474520	475526	476532	477538	478544	479550	480556	481562	482568	483574	484580	485586	486592	487598	488604	489610	490616	491622	492628	493634	494640	495646	496652	497658	498664	499670	500676	501682	502688	503694	504700	505706	506712	507718	508724	509730	510736	511742	512748	513754	514760	515766	516772	517778	518784	519790	520796	521802	522808	523814	524820	525826	526832	527838	528844	529850	530856	531862	532868	533874	534880	535886	536892	537898	538904	539910	540916	541922	542928	543934	544940	545946	546952	547958	548964	549970	550976	551982	552988	553994	554000	555006	556012	557018	558024	559030	560036	561042	562048	563054	564060	565066	566072	567078	568084	569090	570096	571102	572108	573114	574120	575126	576132	577138	578144	579150	580156	581162	582168	583174	584180	585186	586192	587198	588204	589210	590216	591222	592228	593234	594240	595246	596252	597258	598264	599270	600276	601282	602288	603294	604300	605306	606312	607318	608324	609330	610336	611342	612348	613354	614360	615366	616372	617378	618384	619390	620396	621402	622408	623414	624420	625426	626432	627438	628444	629450	630456	631462	632468	633474	634480	635486	636492	637498	638504	639510	640516	641522	642528	643534	644540	645546	646552	647558	648564	649570	650576	651582	652588	653594	654600	655606	656612	657618	658624	659630	660636	661642	662648	663654	664660	665666	666672	667678	668684	669690	670696	671702	672708	673714	674720	675726	676732	677738	678744	679750	680756	681762	682768	683774	684780	685786	686792	687798	688804	689810	690816	691822	692828	693834	694840	695846	696852	697858	698864	699870	700876	701882	702888	703894	704900	705906	706912	707918	708924	709930	710936	711942	712948	713954	714960	715966	716972	717978	718984	719990	720996	721002	722008	723014	724020	725026	726032	727038	728044	729050	730056	731062	732068	733074	734080	735086	736092	737098	738104	739110	740116	741122	742128	743134	744140	745146	746152	747158	748164	749170	750176	751182	752188	753194	754200	755206	756212	757218	758224	759230	760236	761242	762248	763254	764260	765266	766272	767278	768284	769290	770296	771302	772308	773314	774320	775326	776332	777338	778344	779350	780356	781362	782368	783374	784380	785386	786392	787398	788404	789410	790416	791422	792428	793434	794440	795446	796452	797458	798464	799470	800476	801482	802488	803494	804500	805506	806512	807518	808524	809530	810536	811542	812548	813554	814560	815566	816572	817578	818584	819590	820596	821602	822608	823614	824620	825626	826632	827638	828644	829650	830656	831662	832668	833674	834680	835686	836692	837698	838704	839710	840716	841722	842728	843734	844740	845746	846752	847758	848764	849770	850776	851782	852788	853794	854800	855806	856812	857818	858824	859830	860836	861842	862848	863854	864860	865866	866872	867878	868884	869890	870896	871902	872908	873914	874920	875926	876932	877938	878944	879950	880956	881962	882968	883974	884980	885986	886992	887998	888004	889010	890016	891022	892028	893034	894040	895046	896052	897058	898064	899070	900076	901082	902088	903094	904098	905104	906110	907116	908122	909128	910134	911140	912146	913152	914158	915164	916170	917176	918182	919188	920194	921200	922206	923212	924218	925224	926230	927236	928242	929248	930254	931260	932266	933272	934278	935284	936290	937296	938302	939308	940314	941320	942326	943332	944338	945344	946350	947356	948362	949368	950374	951380	952386	953392	954398	955404	956410	957416	958422	959428	960434	961440	962446	963452	964458	965464	966470	967476	968482	969488	970494	971500	972506	973512	974518	975524	976530	977536	978542	979548	980554	981560	982566	983572	984578	985584	986590	987596	988602	989608	990614	991620	992626	993632	994638	995644	996650	997656	998662	999668	1000720	1001726	1002732	1003738	1004744	1005750	1006756	1007762	1008768	1009774	1010780	1011786	1012792	1013798	1014804	1015810	1016816	1017822	1018828	1019834	1020840	1021846	1022852	1023858	1024864	1025870	1026876	1027882	1028888	1029894	1030900	1031906	1032912	1033918	1034924	1035930	1036936	1037942	1038948	1039954	1040960	1041966	1042972	1043978	1044984	1045990	1046996	1047002	1048008	1049014	1050020	1051026	1052032	1053038	1054044	1055050	1056056	1057062	1058068	1059074	1060080	1061086	1062092	1063098	1064104	1065110	1066116	1067122	1068128	1069134	1070140	1071146	1072152	1073158	1074164	1075170	1076176	1077182	1078188	1079194	1080200	1081206	1082212	1083218	1084224	1085230	1086236	1087242	1088248	1089254	1090260	1091266	1092272	1093278	1094284	1095290	1096296	1097302	1098308	1099314	1100320	1101326	1102332	1103338	1104344	1105350	1106356	1107362	1108368	1109374	1110380	1111386	1112392	1113398	1114404	1115410	1116416	1117422	1118428	1119434	1120440	1121446	1122452	1123458	1124464	1125470	1126476	1127482	1128488	1129494	1130500	1131506	1132512	1133518	1134524	1135530	1136536	1137542	1138548	1139554	1140560	1141566	1142572
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INCREMENT = 1578 GRAD. CREDIT = 95.90 (pd. in units of 10 hours) MASTERS = 1574 DR = 2271 LONGEVITY INCENTIVE = 874
The rounding practice used by the parties in completing the salary schedules will be the universal concept of .5 up and under .5 down.

1	3160	3219	3338	3437	3529	3625	3724	3821	3911	3987	3878	4109
2	3303	3392	3491	3591	3689	3788	3878	3787	3784	3844	3940	4262
3	3406	3555	3654	3748	3842	3941	4036	3907	4193	4057	4257	4578
4	3619	3738	3897	3995	4095	4194	4287	4356	4421	4508	4751	
5	3925	4084	4243	4322	4412	4507	4599	4688	4776	4863	4954	
6	4179	4357	4516	4616	4717	4817	4914	5008	5102	5195	5286	
7	4471	4630	4789	4889	4988	5085	5179	5272	5364	5455	5545	
8	4824	4983	5142	5242	5341	5438	5533	5626	5717	5807	5896	
9	5177	5336	5495	5595	5693	5789	5883	5975	6065	6153	6240	
10	5530	5689	5848	5948	6046	6142	6236	6328	6418	6506	6592	
11	5883	6042	6201	6301	6398	6492	6584	6674	6762	6848	6932	
12	6236	6395	6554	6654	6751	6845	6936	7024	7110	7194	7276	
13	6589	6748	6907	7007	7103	7196	7286	7373	7458	7541	7622	
14	6942	7101	7260	7360	7456	7549	7639	7726	7811	7894	7975	
15	7295	7454	7613	7713	7808	7899	7987	8072	8155	8236	8316	
16	7648	7807	7966	8066	8161	8252	8340	8425	8508	8589	8668	
17	8001	8160	8319	8419	8514	8605	8692	8776	8858	8938	9016	
18	8354	8513	8672	8772	8867	8958	9045	9128	9209	9288	9365	
19	8707	8866	9025	9125	9220	9311	9398	9481	9561	9638	9713	
20	9060	9219	9378	9478	9573	9664	9751	9834	9914	9991	10065	
21	9413	9572	9731	9831	9926	10017	10104	10187	10267	10344	10418	
22	9766	9925	10084	10184	10279	10370	10457	10540	10619	10695	10768	
23	10119	10278	10437	10537	10632	10723	10810	10893	10973	11050	11124	
24	10472	10631	10790	10890	10985	11076	11163	11246	11326	11402	11475	
25	10825	10984	11143	11243	11338	11429	11516	11600	11681	11758	11831	
26	11178	11337	11496	11596	11691	11782	11869	11952	12032	12108	12181	
27	11531	11690	11849	11949	12044	12135	12222	12305	12385	12461	12534	

APPENDIX F
2002-2003 SALARY SCHEDULE — Effective July 1, 2002
This salary schedule reflects a 2% increase over January * 2002.
NOTE: Asterisk indicates the first day of the second semester.

INCREMENT = 1542 GRAD. CREDIT = 94.00 (pd. in units of 10 hours) MASTERS = 1543 DR = 2226 LONGEVITY INCENTIVE = 857
The rounding practice used by the parties in completing the salary schedules will be the universal concept of .5 up and under .5 down.

1	3084	3178	3272	3363	3463	3543	3648	3526	3616	3708	3802	4022
2	3285	3379	3473	3564	3664	3744	3867	3957	4045	4130	4212	4432
3	3486	3580	3674	3765	3865	3945	4087	4177	4264	4349	4431	4651
4	3687	3781	3875	3966	4066	4146	4307	4397	4484	4569	4651	4871
5	3888	3982	4076	4167	4267	4347	4527	4617	4704	4789	4871	5091
6	4089	4183	4277	4368	4468	4548	4757	4847	4934	5019	5101	5321
7	4290	4384	4478	4569	4669	4749	4977	5067	5154	5239	5321	5541
8	4491	4585	4679	4770	4870	4950	5207	5297	5384	5469	5551	5771
9	4692	4786	4880	4971	5071	5151	5427	5517	5604	5689	5771	6001
10	4893	4987	5081	5172	5272	5352	5647	5737	5824	5909	6001	6241
11	5094	5188	5282	5373	5473	5553	5867	5957	6044	6129	6221	6471
12	5295	5389	5483	5574	5674	5754	6087	6177	6264	6349	6441	6701
13	5496	5590	5684	5775	5875	5955	6307	6397	6484	6569	6661	6931
14	5697	5791	5885	5976	6076	6156	6527	6617	6704	6789	6881	7161
15	5898	5992	6086	6177	6277	6357	6747	6837	6924	7009	7101	7391
16	6099	6193	6287	6378	6478	6558	6967	7057	7144	7229	7321	7621
17	6299	6393	6487	6578	6678	6758	7187	7277	7364	7449	7541	7851
18	6499	6593	6687	6778	6878	6958	7407	7497	7584	7669	7761	8081
19	6699	6793	6887	6978	7078	7158	7527	7617	7704	7789	7881	8211
20	6899	6993	7087	7178	7278	7358	7747	7837	7924	8009	8101	8441
21	7099	7193	7287	7378	7478	7558	7967	8057	8144	8229	8321	8671
22	7299	7393	7487	7578	7678	7758	8187	8277	8364	8449	8541	8891
23	7499	7593	7687	7778	7878	7958	8407	8497	8584	8669	8761	9111
24	7699	7793	7887	7978	8078	8158	8627	8717	8804	8889	8981	9331
25	7899	7993	8087	8178	8278	8358	8847	8937	9024	9109	9201	9551
26	8099	8193	8287	8378	8478	8558	9067	9157	9244	9329	9421	9771
27	8299	8393	8487	8578	8678	8758	9287	9377	9464	9549	9641	10001

APPENDIX E
2001-2002 SALARY SCHEDULE — Effective January * 2001
This salary schedule reflects a 1.5% increase over July 1, 2001.
NOTE: Asterisk indicates the first day of the second semester.

1	BS	BS+10	BS+20	BS+30	BS+40	BS+50	BS+60	MS	MS+10	MS+20	MS+30	DR
2	34032	35020	36008	36996	37984	38972	39960	38618	39606	40594	41582	43222
3	35653	36641	37629	38617	39605	40593	41581	40239	41227	42215	43203	45543
4	37274	38262	39250	40238	41226	42214	43202	41860	42848	43836	44824	47164
5	38895	39883	40871	41859	42847	43835	44823	43481	44469	45457	46445	48785
6	40516	41504	42492	43480	44468	45456	46444	45102	46090	47078	48066	50406
7	42137	43125	44113	45101	46089	47077	48065	46723	47711	48699	49687	52027
8	43758	44746	45734	46722	47710	48698	49686	48344	49332	50320	51308	53648
9	45379	46367	47355	48343	49331	50319	51307	49965	50953	51941	52929	55269
10	47000	47988	48976	49964	50952	51940	52928	51586	52574	53562	54550	56890
11	48621	49609	50597	51585	52573	53561	54549	53207	54195	55183	56171	58511
12	50242	51230	52218	53206	54194	55182	56170	54828	55816	56804	57792	60132
13	51863	52851	53839	54827	55815	56803	57791	56449	57437	58425	59413	61753
14	53484	54472	55460	56448	57436	58424	59412	58070	59058	60046	61034	63374
15	55105	56093	57081	58069	59057	60045	61033	60092	61080	62068	63056	65396
16	56726	57714	58702	59690	60678	61666	62654	62001	63001	64001	65001	67341
17	58347	59335	60323	61311	62299	63287	64275	63201	64201	65201	66201	68541
18	59968	60956	61944	62932	63920	64908	65896	64818	65818	66818	67818	70158
19	61589	62577	63565	64553	65541	66529	67517	66443	67443	68443	69443	71783
20	63210	64198	65186	66174	67162	68150	69138	68064	69064	70064	71064	73404
21	64831	65819	66807	67795	68783	69771	70759	69685	70685	71685	72685	75025
22	66452	67440	68428	69416	70404	71392	72380	71306	72306	73306	74306	76646
23	68073	69061	70049	71037	72025	73013	74001	72927	73927	74927	75927	78267
24	69694	70682	71670	72658	73646	74634	75622	74548	75548	76548	77548	79888
25	71315	72303	73291	74279	75267	76255	77243	76169	77169	78169	79169	81509
26	72936	73924	74912	75900	76888	77876	78864	77790	78790	79790	80790	83130
27	74557	75545	76533	77521	78509	79497	80485	79411	80411	81411	82411	84751

INCREMENT = 1621 GRAD. CREDIT = 98.80 (pd in units of 10 hours) MASTERS = 1622 DR = 2340 LONGEVITY INCENTIVE = 901
 The rounding practice used by the parties in completing the salary schedules will be the universal concept of .5 up and under .5 down.

APPENDIX H
 2003-2004 SALARY SCHEDULE — Effective July 1, 2003
 NOTE: Asterisk indicates the first day of the second semester.
 This salary schedule reflects a 2% increase over January * 2003.

1	BS	BS+10	BS+20	BS+30	BS+40	BS+50	BS+60	MS	MS+10	MS+20	MS+30	DR
2	31775	32763	33751	34739	35727	36715	37703	36629	37617	38605	39593	41933
3	33396	34384	35372	36360	37348	38336	39324	38250	39238	40226	41214	43554
4	35017	36005	36993	37981	38969	39957	40945	39871	40859	41847	42835	45175
5	36638	37626	38614	39602	40590	41578	42566	41492	42480	43468	44456	46796
6	38259	39247	40235	41223	42211	43199	44187	43113	44101	45089	46077	48417
7	39880	40868	41856	42844	43832	44820	45808	44734	45722	46710	47698	50038
8	41501	42489	43477	44465	45453	46441	47429	46355	47343	48331	49319	51659
9	43122	44110	45098	46086	47074	48062	49050	47976	48964	49952	50940	53280
10	44743	45731	46719	47707	48695	49683	50671	49597	50585	51573	52561	54901
11	46364	47352	48340	49328	50316	51304	52292	51218	52206	53194	54182	56522
12	47985	48973	49961	50949	51937	52925	53913	52839	53827	54815	55803	58143
13	49606	50594	51582	52570	53558	54546	55534	54460	55448	56436	57424	59764
14	51227	52215	53203	54191	55179	56167	57155	56081	57069	58057	59045	61385
15	52848	53836	54824	55812	56800	57788	58776	57702	58690	59678	60666	63006
16	54469	55457	56445	57433	58421	59409	60397	59323	60311	61299	62287	64627
17	56090	57078	58066	59054	60042	61030	62018	60944	61932	62920	63908	66248
18	57711	58699	59687	60675	61663	62651	63639	62565	63553	64541	65529	67869
19	59332	60320	61308	62296	63284	64272	65260	64186	65174	66162	67150	69490
20	60953	61941	62929	63917	64905	65893	66881	65807	66795	67783	68771	71111
21	62574	63562	64550	65538	66526	67514	68502	67428	68416	69404	70392	72732
22	64195	65183	66171	67159	68147	69135	70123	69049	70037	71025	72013	74353
23	65816	66804	67792	68780	69768	70756	71744	70670	71658	72646	73634	75974
24	67437	68425	69413	70401	71389	72377	73365	72291	73279	74267	75255	77595
25	69058	70046	71034	72022	73010	74000	74988	73914	74902	75890	76878	79218
26	70679	71667	72655	73643	74631	75619	76607	75533	76521	77509	78497	80837
27	72300	73288	74276	75264	76252	77240	78228	77154	78142	79130	80118	82458

INCREMENT = 1589 GRAD. CREDIT = 96.90 (pd in units of 10 hours) MASTERS = 1590 DR = 2294 LONGEVITY INCENTIVE = 883
 The rounding practice used by the parties in completing the salary schedules will be the universal concept of .5 up and under .5 down.

APPENDIX G
 2002-2003 SALARY SCHEDULE — Effective January * 2002
 NOTE: Asterisk indicates the first day of the second semester.
 This salary schedule reflects a 1% increase over July 1, 2002.

APPENDIX J
Sabbatical Leave

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

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INCREMENT = 1645 GRAD. CREDIT = 100.30 (pd in units of 10 hours) MASTERS = 1646 DR = 2375 LONGEVITY INCENTIVE = 915
The rounding practice used by the parties in completing the salary schedules will be the universal concept of .5 up and under .5 down.

1	BS	32897	33900	34903	35906	36909	37912	38915	39917	40920	41203	42206	44581
2	2	34542	35545	36548	37551	38554	39557	40560	41563	42566	43569	44572	46947
3	3	36187	37190	38193	39196	40199	41202	42205	43208	44211	45214	46217	48592
4	4	37832	38835	39838	40841	41844	42847	43850	44853	45856	46859	47862	50237
5	5	39477	40480	41483	42486	43489	44492	45495	46498	47501	48504	49507	51882
6	6	41122	42125	43128	44131	45134	46137	47140	48143	49146	50149	51152	53527
7	7	42767	43770	44773	45776	46779	47782	48785	49788	50791	51794	52797	55172
8	8	44412	45415	46418	47421	48424	49427	50430	51433	52436	53439	54442	56817
9	9	46057	47060	48063	49066	50069	51072	52075	53078	54081	55084	56087	58462
10	10	47702	48705	49708	50711	51714	52717	53720	54723	55726	56729	57732	60107
11	11	49347	50350	51353	52356	53359	54362	55365	56368	57371	58374	59377	61752
12	12	50992	51995	52998	54001	55004	56007	57010	58013	59016	60019	61022	63397
13	13	52637	53640	54643	55646	56649	57652	58655	59658	60661	61664	62667	65042
14	14	54282	55285	56288	57291	58294	59297	60300	61303	62306	63309	64312	66687
15	15	55927	56930	57933	58936	59939	60942	61945	62948	63951	64954	65957	68332
16	16	57572	58575	59578	60581	61584	62587	63590	64593	65596	66599	67602	70977
17	17	59217	60220	61223	62226	63229	64232	65235	66238	67241	68244	69247	71622
18	18	60862	61865	62868	63871	64874	65877	66880	67883	68886	69889	70892	73267
19	19	62507	63510	64513	65516	66519	67522	68525	69528	70531	71534	72537	74912
20	20	64152	65155	66158	67161	68164	69167	70170	71173	72176	73179	74182	76557
21	21	65797	66800	67803	68806	69809	70812	71815	72818	73821	74824	75827	78202
22	22	67442	68445	69448	70451	71454	72457	73460	74463	75466	76469	77472	79847
23	23	69087	70090	71093	72096	73099	74102	75105	76108	77111	78114	79117	81492
24	24	70732	71735	72738	73741	74744	75747	76750	77753	78756	79759	80762	83137
25	25	72377	73380	74383	75386	76389	77392	78395	79398	80401	81404	82407	84782
26	26	74022	75025	76028	77031	78034	79037	80040	81043	82046	83049	84052	86427
27	27	75667	76670	77673	78676	79679	80682	81685	82688	83691	84694	85697	88072
28	28	77312	78315	79318	80321	81324	82327	83330	84333	85336	86339	87342	89717
29	29	78957	79960	80963	81966	82969	83972	84975	85978	86981	87984	88987	91362
30	30	80602	81605	82608	83611	84614	85617	86620	87623	88626	89629	90632	93007
31	31	82247	83250	84253	85256	86259	87262	88265	89268	90271	91274	92277	94652
32	32	83892	84895	85898	86901	87904	88907	89910	90913	91916	92919	93922	96297
33	33	85537	86540	87543	88546	89549	90552	91555	92558	93561	94564	95567	97942
34	34	87182	88185	89188	90191	91194	92197	93200	94203	95206	96209	97212	99587
35	35	88827	89830	90833	91836	92839	93842	94845	95848	96851	97854	98857	101232
36	36	90472	91475	92478	93481	94484	95487	96490	97493	98496	99499	100502	102877
37	37	92117	93120	94123	95126	96129	97132	98135	99138	100141	101144	102147	104522
38	38	93762	94765	95768	96771	97774	98777	99780	100783	101786	102789	103792	106167
39	39	95407	96410	97413	98416	99419	100422	101425	102428	103431	104434	105437	107812
40	40	97052	98055	99058	100061	101064	102067	103070	104073	105076	106079	107082	109457
41	41	98697	99700	100703	101706	102709	103712	104715	105718	106721	107724	108727	111102
42	42	100342	101345	102348	103351	104354	105357	106360	107363	108366	109369	110372	112747
43	43	101987	102990	103993	104996	105999	106002	107005	108008	109011	110014	111017	113392
44	44	103632	104635	105638	106641	107644	108647	109650	110653	111656	112659	113662	116037
45	45	105277	106280	107283	108286	109289	110292	111295	112298	113301	114304	115307	117682
		106922	107925	108928	109931	110934	111937	112940	113943	114946	115949	116952	119327
		108567	109570	110573	111576	112579	113582	114585	115588	116591	117594	118597	120972
		110212	111215	112218	113221	114224	115227	116230	117233	118236	119239	120242	122617
		111857	112860	113863	114866	115869	116872	117875	118878	119881	120884	121887	124262
		113502	114505	115508	116511	117514	118517	119520	120523	121526	122529	123532	125907
		115147	116150	117153	118156	119159	120162	121165	122168	123171	124174	125177	127552
		116792	117795	118798	119801	120804	121807	122810	123813	124816	125819	126822	129197
		118437	119440	120443	121446	122449	123452	124455	125458	126461	127464	128467	130842
		120082	121085	122088	123091	124094	125097	126100	127103	128106	129109	130112	132487
		121727	122730	123733	124736	125739	126742	127745	128748	129751	130754	131757	134132
		123372	124375	125378	126381	127384	128387	129390	130393	131396	132399	133402	135777
		125017	126020	127023	128026	129029	130032	131035	132038	133041	134044	135047	137422
		126662	127665	128668	129671	130674	131677	132680	133683	134686	135689	136692	139067
		128307	129310	130313	131316	132319	133322	134325	135328	136331	137334	138337	140712
		129952	130955	131958	132961	133964	134967	135970	136973	137976	138979	139982	142357
		131597	132600	133603	134606	135609	136612	137615	138618	139621	140624	141627	144002
		133242	134245	135248	136251	137254	138257	139260	140263	141266	142269	143272	145647
		134887	135890	136893	137896	138899	139902	140905	141908	142911	143914	144917	147292
		136532	137535	138538	139541	140544	141547	142550	143553	144556	145559	146562	148937
		138177	139180	140183	141186	142189	143192	144195	145198	146201	147204	148207	150582
		139822	140825	141828	142831	143834	144837	145840	146843	147846	148849	149852	152227
		141467	142470	143473	144476	145479	146482	147485	148488	149491	150494	151497	153872
		143112	144115	145118	146121	147124	148127	149130	150133	151136	152139	153142	155517
		144757	145760	146763	147766	148769	149772	150775	151778	152781	153784	154787	157162
		146402	147405	148408	149411	150414	151417	152420	153423	154426	155429	156432	158807
		148047	149050	150053	151056	152059	153062	154065	155068	156071	157074	158077	160452
		149692	150695	151698	152701	153704	154707	155710	156713	157716	158719	159722	162097
		151337	152340	153343	154346	155349	156352	157355	158358	159361	160364	161367	163742
		152982	153985	154988	155991	156994	157997	158000	159003	160006	161009	162012	164387
		154627	155630	156633	157636	158639	159642	160645	161648	162651	163654	164657	167032
		156272	157275	158278	159281	160284	161287	162290	163293	164296	165299	166302	168677
		157917	158920	159923	160926	161929	162932	163935	164938	165941	166944	167947	170322
		159562	160565	161568	162571	163574	164577	165580	166583	167586	168589	169592	171967
		161207	162210	163213	164216	165219	166222	167225	168228	169231	170234	171237	173612
		162852	163855	164858	165861	166864	167867	168870	169873	170876	171879	172882	175257
		164497	165500	166503	167506	168509	169512	170515	171518	172521	173524	174527	176902
		166142	167145	168148	169151	170154	171157	172160	173163	174166	175169	176172	178547
		167787	168790	169793	170796	171799	172802	173805	174808	175811	176814	177817	180192
		169432	170435	171438	172441	173444	174447						

APPENDIX K
Class Size

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

1. The class limitations shall not exceed 33 for the primary grades and 35 for Grades 4-6.
 2. That the class size limitation for regular secondary class loads shall be 170.
- Should the level of funding for the 1985-86 and 1986-87 school years be inadequate to maintain the above stated limits, the Federation and the District shall meet to determine appropriate limits for those school years.

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APPENDIX L
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 C and are not greater than the class size limits contained in Appendix K -- Class Size of this agreement.

Formula

Affected teachers' Annual Salary/200 days

$$\frac{\text{Applicable Maximum Class Size Limit}}{\text{(Article IX C)}} = \text{Salary per Student}$$

Salary per Student x Number of Students in excess of applicable maximum Class Size Limit x Number of School Days the excess exists

= Amount owed to teacher.

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APPENDIX M
Adult Education Day School Teachers

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

| Effective |
|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| 7/1/99 | 7/1/00 | 1/29/01 | 7/1/01 | 1*/02 | 7/1/02 | 1*/03 | 7/1/03 | 1*/04 | 7/1/04 | 7/1/04 | 7/1/04 | 7/1/04 |
| 28.90 | 29.48 | 29.92 | 30.52 | 30.98 | 31.60 | 31.92 | 32.56 | 33.05 | 33.05 | 33.05 | 33.05 | 33.05 |
| 30.99 | 31.61 | 32.08 | 32.72 | 33.21 | 33.87 | 34.21 | 34.89 | 35.41 | 35.41 | 35.41 | 35.41 | 35.41 |

(For the purpose of this provision, this group includes teachers listed on the Master Payroll, Program 936, for example.)
(Note: Midyear dates shown with an asterisk indicate the first day of the second semester).

INDEX

ABSENCES (see also SICK LEAVE)

- communicable disease p. 87, ls. 26-28
- conferences p. 85, ls. 4-8
- death in family p. 85, ls. 18-21
- doctor's statement p. 78, ls. 29-31
- half day p. 85, ls. 22-29
- injury p. 86, l. 31; p. 87, l. 43;
- jury duty p. 85, ls. 9-17
- official business p. 85, ls. 1-3
- personal illness p. 77, l. 44
- political leave p. 85, l. 30
- school closings p. 86, ls. 2-11
- seniority for p. 3, ls. 18-22
- temporary teachers p. 78, l. 43
- weather p. 86, ls. 31-45
- workshops p. 85, ls. 4-8

ABSENCES, LEAVES OF

- adopted child p. 83, ls. 44-45; p. 84, ls. 1-11
- application for p. 82, l. 37
- child care p. 83, ls. 29-43
- extensions p. 78, ls. 12-28
- family illness p. 78, ls. 32-42
- Federation p. 9, l. 21
- general p. 91, ls. 32-45
- maternity p. 83, ls. 23-28
- military p. 83, ls. 7-9
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