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MASTER CONTRACT JULY 1, 1999

BTFF



BBES

Between the
Buffalo Teachers
Federation
and the
Buffalo Board of Education

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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Carl Ingraham	Albert R. Rodland, Jr.
Floyd Kruschke	Sara Rodland
Elaine Lydon	Donna Stempniak
Melinda MacPherson	Sue Travis

UniServ Directors

Nas Afi
Christine Beebe

President PHILIP RUMORE

btf



NEA-NY
NEA

BUFFALO TEACHERS
FEDERATION, INC.

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

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,



Philip Rumore, President

PR/ls



Marion Cañedo
Superintendent

BUFFALO PUBLIC SCHOOLS
712 CITY HALL
Buffalo, NY 14202
Phone: (716) 851-3675 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 Canedo
Superintendent of Schools

MC/JCT

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Buffalo, New York
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Superintendent of Schools

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

THIS AGREEMENT entered into this **19th** day of **October, 2000**, as amended, by and between THE BOARD OF EDUCATION OF THE CITY OF BUFFALO, hereinafter sometimes called the "BOARD", and THE BUFFALO TEACHERS FEDERATION, hereinafter sometimes called the "FEDERATION".

WITNESSETH:

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

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

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

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

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

ARTICLE I

Statement of Recognition

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

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
18 **ARTICLE II**
19 **Fair Practices**
20

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

28 B. The Board agrees to continue its policy of not discriminat-
29 ing against any employee on the basis of race, creed, color,
30 national origin, sex, marital status, personal or political activity,
31 or membership in or association with the activities of any em-
32 ployee organization.

33 C. The Board and the Federation agree to promote the con-
34 cept of Affirmative Action as a means of implementing equal
35 employment opportunity for all persons and to cooperate in imple-
36 menting the affirmative action orders of the U.S. District Court,
37 but except to the extent that this Agreement must yield to orders
38 of the court, such implementation shall be subject to the provi-
39 sions of this Agreement.

40 It is not the intent of the above to limit or restrict the
41 Federation's right to utilize the grievance procedure or its
42 recourse through the courts.

43
44
45

ARTICLE III

Definitions

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

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

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

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

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

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

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

ARTICLE IV

Negotiations and Impasse Procedures

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

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

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.

9
10 **ARTICLE V**
11 **Grievance Procedure**

12
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.

19 B. Definitions

- 20 (1) A “grievance” is a complaint by one or more teachers,
21 of a violation, a misapplication or a misinterpretation of
22 this Contract, or of Board personnel policies.
23 (2) The term “teacher” includes any individual or group
24 of individuals within the negotiating unit.
25 (3) The term “days” used in this Article shall be school
26 teaching days, except that it shall mean weekdays
27 when schools are in summer recess.
28 (4) Matters pertaining to teacher evaluation shall not be
29 construed as coming within the grievance
30 procedure except as provided under the provisions
31 of Article XIII.

32 C. Structure

- 33 (1) Nothing herein contained shall be construed to pre-
34 vent any individual teacher from presenting a written
35 grievance and having the grievance adjusted, with-
36 out the intervention of the Federation, if the
37 adjustment is not inconsistent with the terms of this
38 Contract. If such adjustment would affect the inter-
39 pretation of the Contract, the Superintendent will
40 inform the Federation, and will meet and discuss the
41 matter with its representatives prior to such adjust-
42 ment. No such individual teacher may, however, be
43 represented by an officer, agent or member of
44 another teacher’s organization.
45

- (2) There shall be established by the Federation a Central Grievance Committee (CGC) which shall consist of no more than three (3) persons selected by the Federation. This committee shall represent the Federation 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 Federation, beginning at the second level. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

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

(1) Level One

- (a) A teacher alleging a grievance may initiate this procedure by the following action: a teacher may approach the immediate supervisor and discuss the matter in his/her own behalf. The teacher may require that a representative of the Federation Building Committee accompany him/her in approaching the immediate supervisor. In such case, the teacher may not be compelled to discuss such grievance prior to any scheduled meeting at which such representative is to be present.
- (b) In the event that the steps under (a) above are unsuccessful in resolving the grievance, the teacher may file a written grievance on a form supplied by the Federation. The form shall be filed in three copies as follows: one copy each for the aggrieved teacher, the Federation, and the immediate supervisor. If Level One is bypassed, the supervisor's copy

- 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 imme-
11 diate 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
- 23 (a) If the grievance is not settled at Level One above,
24 the Federation may, within five (5) days after the an-
25 swer is rendered or due at Level One, notify the
26 appropriate Division Head in writing, with a copy to
27 the Associate Superintendent for Personnel, that it
28 appeals the grievance stating the grounds for such
29 appeal. The Associate Superintendent for Person-
30 nel shall, within five (5) days after receipt thereof,
31 convene a Level Two meeting between the Central
32 Grievance Committee and the Board's Appeal Com-
33 mittee, and a written answer as described in Article
34 V, D, (1), (c), on or attached to the grievance, shall
35 be rendered within five (5) days thereafter and
36 delivered to the Federation.
- 37 (b) Nothing herein shall preclude a representative
38 of the Federation from discussing the grievance with
39 an appropriate superior or the immediate
40 supervisor in an attempt to resolve the matter prior
41 to the holding of a Level Two meeting.
- 42 (3) Level Three
- 43 (a) If the grievance is not settled at Level Two above,
44 the Federation may appeal to the Superintendent
45 by filing a written notice of appeal with the

- Superintendent within ten (10) days after the answer is rendered or due at Level Two, stating the grounds for appeal. The Superintendent will meet with the Federation Grievance Committee within seven (7) days after receipt of written notice of appeal for the purpose of resolving the matter. The Superintendent's written answer to said grievance shall be transmitted to the Federation within seven (7) days after the meeting.
- (4) Level Four
- (a) Within thirty (30) days of receipt of the answer or after the answer is due, the Federation may by notice request that the matter be submitted to arbitration.
 - (b) The arbitrator to be appointed to hear the grievance shall be selected by the Public Employment Relations Board in accordance with its rules, which shall likewise govern the arbitration hearing.
 - (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 reimbursement of all compensation lost thereby. If the teacher shall have been found to have been improperly deprived of any professional advantage, the same shall be restored to the teacher or its equivalent in money shall be paid to the teacher.
 - (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,

1 provided, however, that the Federation shall be given
2 written notice of any such proceeding and the charges
3 placed against the teacher.

4 (4) The time in which to render a determination or
5 decision in any step or level herein may be
6 extended for a period not to exceed five (5) days upon
7 the written request of the person authorized to make
8 such decisions or determination, and further ex-
9 tension may be made by mutual agreement of
10 the parties.

11 (5) Failure to appeal at any step or level within the times
12 specified above shall be deemed an acceptance of
13 the decision rendered at that step.

14
15 **ARTICLE VI**
16 **Federation Rights**
17

18 A. Exclusivity — The rights and privileges of the
19 teachers' organization and its representatives as set forth in
20 this article shall be granted only to the Federation as the ex-
21 clusive representative of the teachers. In addition,
22 pursuant to Section 208 of the Civil Service Law, the Federa-
23 tion shall have unchallenged representation status until seven
24 months prior to the termination date of this contract.

25 B. Officers — Officers of the BTF serving in departmental-
26 ized programs shall be released from all non-teaching duties.
27 Officers of the BTF serving in non-departmentalized schools
28 shall have a duty-free lunch hour every day. For this purpose,
29 the word "officers" shall mean the BTF President, Vice
30 President, Secretary and Treasurer.

31 C. Building Delegates — The Delegate Chairperson
32 serving in each school shall:

33 (1) Be relieved of non-teaching duties for two periods per
34 week if serving in a departmentalized program.

35 (2) Be relieved of all duties during such lunch period as is
36 provided for students in that school if serving in a non-
37 departmentalized program.

38 (3) If scheduling permits within existing non-administrative
39 staffing, the Delegate Chairperson serving in each school
40 shall be relieved of all non-classroom duties.

41 D. Building Committee — The principal of each school
42 shall meet at least once a month with the Federation
43 Building Committee at its request to discuss school operations
44 and questions relating to the implementation of this Con-
45 tract. 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 Federation a faculty list of each school on or before September 30 and February 28.	2 3 4
(2) Seniority Lists — The Board shall maintain and transmit to the Federation the updated seniority lists of each tenure area.	5 6 7
M. Communication Service	8
(1) Bulletin Boards — The Federation shall have the right to post notices of its activities and matters of Federation concern on teacher bulletin boards, at least one of which shall be provided in each school building.	9 10 11 12 13
(2) School Pony — The Federation may use the pony mail service and teacher mail boxes for communications to teachers. The Board shall provide for a Federation mailbox in the Central Office mailroom for the purpose of receiving incoming mail.	14 15 16 17 18
The BTF Office, located at 271 Porter Avenue, Buffalo, New York, shall be a regularly scheduled stop for the School Pony trucks both for receiving incoming mail and for pick-up of materials for distribution to teachers.	19 20 21 22
(3) Public Address — Announcements of meetings may be listed in school activity bulletins and the public address system may be used for announcing the date, time and place of the meetings.	23 24 25 26
(4) Organization Identification — No teacher shall be prevented from wearing an insignia, pin, or other identification of membership in the Federation on school premises provided it is not distracting in size.	27 28 29 30
N. Use of School Facilities — The Federation shall have the right to use school buildings, facilities and equipment, pursuant to existing practices and policies, provided that such use shall not interfere with the regular school program and provided that when any meeting is held in the evening and special custodial service is required, the Board may make a reasonable charge therefor. No charge shall be made for use of school rooms before the commencement of the school day, nor until 4:30 P.M.	31 32 33 34 35 36 37 38 39
O. Duly authorized representatives of the Federation shall be permitted to transact official organization business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations, and subject to the approval of the principal; however, the principal shall not withhold his approval unreasonably.	40 41 42 43 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.

37
38 **ARTICLE VII**
39 Access to Information

40
41 A. The Board shall make available to the Federation upon
42 request, any and all information, statistics and records
43 relevant to negotiations, or necessary for the proper
44 administration or enforcement of this Contract.

45

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

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

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

ARTICLE VIII
Teaching Schedules

A. (1) The hours of service for teachers shall not exceed (6) hours and fifty (50) minutes for each school day beginning no earlier than 7:50 a.m. and ending no later than 3:40 p.m. Changes from the previous year in starting and ending times at a particular school shall be made by the principal of each school in conjunction with the Federation Building Committee, subject to the approval of the Associate Superintendent of Instructional Services and the Federation. Notwithstanding the above, the Board shall have the right, at the commencement of the school year with 30 days notice, to change the starting and ending times at any school for the specific purpose of accommodating bus schedules in an effort to improve

1 the implementation of the court-ordered desegregation
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 basis.
12 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 available
15 aides will continue to be used for noon-time
16 assignments. In any event, there shall be no infringement
17 on the one-half hour duty-free lunch period. In
18 those schools not affected by the Federal Court-ordered
19 Desegregation Program, present lunch periods
20 in excess of one-half hour shall continue unless modified
21 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 teachers
28 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 maximum
33 of 186 days therein on which teacher attendance
34 is required. New personnel may be required to
35 attend additional orientation sessions. If the Federation
36 so desires one of such days shall be a professional
37 conference day (the date to be mutually agreed upon)
38 devoted exclusively to matters relating to professional
39 growth and problems in education; such conference to
40 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 related
45 to the regular school program shall be paid

- for each working day of four or more clock hours at 1/200th of their annual salary; those teachers who work less than four clock hours per day shall be paid at the prevailing hourly rate. However, teachers may be required to return to complete their customary duties and records.
- (3) Make-up days shall be scheduled only when school closings bring the number of days of instruction (held and scheduled) below the minimum number of days required for the District to receive full state aid.
- (4) When make-up days are to be scheduled or when a holiday is to be rescheduled, it shall be done on not less than 30 days' notice in advance of the day to be scheduled or, if on less than such notice, the District and the Federation shall agree on the day to be scheduled.

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

ARTICLE IX
Class Size

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

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

C. Class Size (See Appendix K)

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

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

		Standard	
	Secondary Classes	Class Size	Maximum
1			
2			
3	a. Honors and Regents English	125	135
4	b. Honors and Regents — Other	135	150
5	c. Basic English	100	120
6	d. Basic — Others	125	135
7	e. Classes for the Mentally Retarded	18	18
8	f. Vocational Trades	20	24
9	g. Industrial Arts	20	24
10	h. Home Economics — Food, Clothing	20	22
11	i. Home Economics — Others	25	30
12	j. Typing	30	35
13	k. Drafting	25	30
14	l. Music — Theory Classes Only	25	35
15	m. Art	25	30
16	n. Physical Education	40	
17	o. Swimming Classes		35

18
19 **Special Education Classes**

20 Concerning Special Education classes, the District will comply
21 with the applicable regulations of the Commissioner of Education.

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

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

- 36 a. **The reduction of student-teacher ratios when handi-**
37 **capped students are assigned to classes with non-**
38 **handicapped students.**
- 39 b. **The provision of adequate released time so that**
40 **special education and non-special education teach-**
41 **ers can confer.**
- 42 c. **The provision of additional services to support the**
43 **handicapped student (s) who have been so assigned.**
44 **Said committee shall make its recommendations no later**
45

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 physi-**
35 **cal 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
45

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

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
18 **ARTICLE XI**
19 Teaching Conditions
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21 A. Teachers shall have safe and healthful conditions
22 under which to carry out their professional duties.

23 B. (1) The Board shall provide:

- 24 (a) A separate desk with lockable drawer space for
25 every teacher in the system. Itinerant and float-
26 ing teachers shall be provided comparable
27 lockable space.
- 28 (b) Suitable closet space for each teacher to store
29 coats, **boots** and personal items.
- 30 (c) Adequate chalkboard and bulletin board space
31 in every classroom.
- 32 (d) Copies, exclusively for each teacher's use, of all
33 text and, where available, teacher's editions and
34 manuals, used in each of the courses taught.
- 35 (e) A dictionary appropriate to classroom needs in
36 each classroom in grades 6 through 12.
- 37 (f) Adequate attendance books, paper, pencils,
38 pens, chalk, erasers and other subject material
39 required in daily teaching responsibilities.
- 40 (g) Adequate storage space in each classroom for
41 instructional materials where space permits.
- 42 (h) All itinerant and floating teachers shall have avail-
43 able in the school buildings they service the
44 general supplies appropriate to their function.
45

(2) **Copy machines, devices for producing masters and other office machines commonly used by teachers shall be made available for their use.** 1
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There shall be at least one (1) copy machine per building for up to twenty-five (25) full-time teachers or their equivalent. At least two (2) copy machines shall be provided in the event that there are more than twenty-five (25) full-time teachers or their equivalent in the building. Should there be more than fifty (50) full-time teachers or their equivalent in the building, a third copy machine shall be provided and one (1) of three (3) machines will be a high volume machine. 4
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(3) When assigning school space, the Board of Education will give due consideration to the needs of teachers for adequate classroom space and facilities in order to carry out their professional responsibilities. 13
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C. The Board and the Federation mutually recognize the importance of continuous use of adequate teaching reference material in maintaining a high level of professional performance. In furtherance of that recognition, the Board shall provide a teacher reference library in each school in the system and include therein, within a reasonable period of time, all texts which are reasonably requested by the teachers of that school. 18
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D. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, shop equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar supplies and equipment are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools, and the Board undertakes promptly to implement all joint decisions thereon made by its representatives and the Federation. Copies of requisitions which originate in a school shall be made available for inspection by the Building Committee. 25
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E. The Board agrees at all times to keep the school reasonably equipped and maintained. 37
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F. Custodial and similar supportive personnel shall not interfere with the performance of the teachers' duties. 39
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G. Supplies and Petty Cash Fund 41

(1) The Board of Education will spend \$1,250,000 for instructional supplies and materials. **Effective July 1, 2001, the Board will spend \$1,750,000 for instructional supplies and materials.** 42
43
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- 1 (2) Of the amount allocated for this purpose the Board will
2 make available to each school \$2.00 per pupil, to be used
3 for the incidental purchase of instructional supplies and
4 materials. **The amount per pupil shall be increased to**
5 **\$3.00 effective July 1, 2001 and to \$5.00 effective July**
6 **1, 2002.** Under this arrangement teachers may purchase
7 incidental supplies and submit a voucher for reimburse-
8 ment, as approved by the principal.
- 9 (3) **From the amount allocated in paragraph G(1),**
10 **teachers of Art, Music, Physical Education, Special**
11 **Education, Science Labs, Technology and Home**
12 **Economics/Home and Career Skills shall have avail-**
13 **able to them, through a separate budget allocation,**
14 **funds with which to order supplies appropriate to their**
15 **program.**
- 16 (4) Supply orders shall be forwarded to the appropriate
17 departments by the Building Principal by June 1st. There-
18 after, the Board shall make every effort to assure that the
19 supplies are at the schools by the opening day.
- 20 H. The Board hereby commits itself to a program
21 assuring that there be available in each school:
 - 22 (1) At least one (1) room, appropriately furnished and
23 ventilated, which shall be reserved for use as a faculty
24 lounge in which smoking shall be permitted. Schools that
25 have over fifty teachers shall have at least two (2) lounges
26 for the exclusive use of the teachers, and
 - 27 (2) "Men's" and "Ladies" restroom facilities available for the
28 exclusive use of the faculty on each floor of each building
29 where more than three (3) classes are held. The preced-
30 ing sentence shall apply only (i) to buildings erected after
31 January 1, 1981 and (ii) to floors of other buildings where
32 such facilities actually were reserved for the use of the
33 faculty as of January 1, 1981 so long as there continues
34 to be more than three classes on that floor.
- 35 I. Upon request of the teachers, the Federation Building Com-
36 mittee may arrange for the installation of vending machines for
37 staff use only. The installation, operation, control and mainte-
38 nance of the machine shall be the responsibility of the teachers
39 in that building subject to reasonable safety precautions.
40 All proceeds from these machines shall be used in such man-
41 ner as the teachers in that building shall determine.
- 42 J. Outside telephones shall be made available to the teach-
43 ers free of charge for official business. When teachers wish to
44 discuss private or confidential matters concerned with their
45 official teaching duties, the principal shall provide a telephone,

the location of which insures privacy of conversation. Pay tele- 1
phones shall be made available for the personal use of 2
teachers. The Federation Building Committee will assist in 3
determining the location of the phones in each building. 4

K. Where space is available, free, adequate off-street park- 5
ing facilities shall be made available by the Board to teachers 6
and other Board personnel for their exclusive use. The cost of 7
maintenance and snow removal shall be borne by the Board. 8

Board parking spaces shall not be reserved or marked "re- 9
served" for other than the Building Principal and, if desired, for 10
a faculty courier. Reserved spaces shall be limited to two (2) 11
per building. All other parking spaces shall be filled on the 12
basis of earliest arrival. 13

School parking facilities shall be for the use of the building 14
staff. Accordingly, the Board shall post appropriate notices to 15
this effect. 16

L. Classroom interruptions shall be permitted only in case 17
of urgency. Persons other than Board of Education 18
personnel shall be allowed to enter classrooms only with prior 19
consultation with the classroom teacher. 20

M. Assembly programs shall be held to a minimum and held 21
only for meaningful special purposes and shall be conducted 22
strictly on a voluntary basis. Since these programs are an out- 23
growth of classroom activities, teachers shall be encouraged 24
to participate in at least one program a year. 25

N. No teacher shall be required to transport a pupil in a per- 26
sonal automobile, provided that when a teacher is 27
requested and agrees to transport a pupil, the Board will 28
assume all liability in connection therewith. 29

**O. Teachers shall be informed whenever feasible of 30
student's psychological, emotional, medical conditions 31
and other information including legal guardianship which 32
might affect the student's achievement or behavior or the 33
safety of that student or others. 34**

P. Teachers shall not be required to make two different sets 35
of lesson plans for the same preparation to be submitted 36
regularly to members of the administration. 37

ARTICLE XII 38

Employment and Termination of Personnel 39

A. For regular full-time academic classes as defined in the 40
Commissioner's regulations, and in the absence of appropri- 41
ate eligible lists, the Board agrees to appoint only temporary 42
teachers who have received at least a Bachelor's Degree, 43
44
45

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

G. Summer school, Evening school, Recreational and Part-time Programs — The following policy applies to the employment of teachers in summer school, evening school, recreational and part-time programs.	1 2 3 4
(1) Priority in summer employment shall be based upon previous number of years of summer employment and present employment in the Buffalo Public School System.	5 6 7 8
(2) Present satisfactory teachers in evening school, recreational and part-time programs who teach in the Buffalo Public Schools regularly shall continue to be hired as long as they desire the position, if the vacancy exists.	9 10 11 12
(3) Vacancies	13
(a) For filling vacancies, priority in employment shall be given to qualified teachers in accordance with the above and in the following order:	14 15 16
1) Contract	17
2) Probationary	18
3) Temporary	19
4) Others	20
(b) For new vacancies in a summer program mutually agreed to have been developed for pupils enrolled in a particular school, priority in employment for new vacancies shall be given to qualified teachers in the school where the program is held in the order described in Section G, (3), (a) of this Article.	21 22 23 24 25 26
(c) Priority in employment in after-school programs for regular day school pupils shall be given qualified teachers employed in the school where the vacancy occurs and then advertised district-wide . The order of priority shall be contract teachers, probationary teachers, and temporary teachers. To be considered, a candidate must be able to be present at the scheduled starting time for the program.	27 28 29 30 31 32 33 34
(4) Curriculum and Textbook Committees: priority in employment shall be given to teachers who spend a majority of their time teaching the course for which the curriculum is being designed. Priority in filling positions shall be given to qualified teachers presently employed in the Buffalo Public Schools in the following order:	35 36 37 38 39 40
1) Contract	41
2) Probationary	42
3) Temporary	43
4) Others	44 45

- 1 (5) Positions in the summer school, evening school,
2 recreational and part-time programs, except as indicated
3 above, will be advertised throughout the school system
4 and properly posted in each building.
- 5 (6) Administrative personnel shall not be eligible for
6 part-time paid assignments normally held by teachers
7 except as provided in Section G, (3), (a) of this Article.
- 8 H. School 46 Adult Education Evening Program
- 9 (1) All teachers presently employed in the School 46 Adult
10 Education evening program shall continue to be employed
11 according to Article XII G(2).
- 12 (2) Should a reduction-in-force occur, those teachers
13 with the least seniority in the School 46 Adult
14 Education evening program shall be excessed. Should
15 two (2) or more teachers have the same seniority in the
16 School 46 Adult Education evening program, those teach-
17 ers shall be excessed on the basis of system-wide
18 seniority.
- 19 (3) Teachers employed in the regular School 46 Adult Edu-
20 cation evening program shall be given preference for
21 available summer School 46 Adult Education evening
22 program positions according to Article XII G (2) and on
23 the basis of their seniority in the summer School 46 Adult
24 Education evening program, should they so desire said
25 positions. Teachers with the same summer School 46
26 Adult Education evening program seniority or no such
27 program seniority shall be hired on the basis of system-
28 wide seniority. Teachers in summer School 46 Adult
29 Education evening program accumulate seniority only for
30 the summer programs.
- 31 (4) Teachers employed in the School 46 Adult Education
32 evening program during the regular school year shall
33 continue employment in the Program regardless of sum-
34 mer employment status as long as positions exist.
- 35 (5) Should additional positions become available in the
36 School 46 Adult Education evening program they will be
37 given to those teachers previously excessed on the ba-
38 sis of their seniority in the School 46 Adult Education
39 evening program. Said positions shall be filled on the basis
40 of system-wide seniority for those teachers possessing
41 the same School 46 Adult Education evening seniority.
42 Refusal by an excessed teacher of a School 46 Adult
43 Education evening position during the regular school
44 year only, shall remove that teacher's name from the
45 existing list.

(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

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

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

Q. A committee composed of six (6) members, three (3) of whom shall be teachers selected by the Federation and three (3) of whom shall be appointed by the Superintendent, is hereby established to consider a program whereby teachers may be able to share a single position. Said committee shall make its recommendations, if any, to the Board of Education prior to February 1, 2002. 12 13 14 15 16 17 18 19

ARTICLE XIII 20

Teacher Evaluation 21

A. The evaluation of the work of all teachers is the responsibility of the Board; but the development of an appropriate and fair instrument and procedure for evaluation is a proper concern of the teaching staff. To this end, such development shall be referred to the Professional Council as provided in Article XX. 22 23 24 25 26 27 28

B. At the conclusion of each evaluating session, the evaluator should discuss the results of the evaluation with the teacher and shall counsel in private discussion with the teacher regarding possible areas needing improvement. Such discussion should take place within one week of the evaluation at a time mutually agreed to by both parties and jointly signed attesting that the above was done. 29 30 31 32 33 34 35

C. Although teacher evaluation is not subject to the grievance procedure, a teacher may have an evaluation reviewed at a meeting with the Associate Superintendent for Instructional Services and/or the Superintendent of Schools. If the teacher requests, a teacher representative designated by the Federation may accompany the teacher at such meeting. 36 37 38 39 40 41

D. Teachers shall have the right, upon request, to review the contents of their official personnel file, except confidential information supplied at the request of the Administration for the purpose of obtaining employment or promotion. 42 43 44 45

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
26 **ARTICLE XIV**
27 **Teacher Transfers**
28

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

- 33 (1) That a balanced staff be maintained at each school;
34 (2) That the probationary teachers be expected to complete
35 the probationary period in the school originally assigned,
36 except where conditions seem to indicate that a transfer
37 is desirable;
38 (3) That the wishes of the individual teacher be honored
39 whenever possible.

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

45

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

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

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

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

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

G. It is desirable that transfers and changes in assignments be on a voluntary basis whenever possible. In making involuntary transfers and/or changes in assignments, the preference of the individual teachers shall be honored whenever feasible. When a transfer results from a school closing, teachers from the closed school will have: first, preference in order of their seniority to openings in their license area at the school being attended by students previously assigned to the closed school, and second, preference in order of their seniority for openings in their license area in other schools over teachers requesting voluntary transfers and teachers returning from leaves. When a transfer results from a reduction-in-force at a school which remains open, after canvassing for volunteers, teachers will be transferred involuntarily in order of least seniority and shall have preference in order of their seniority for openings in their license area in other schools over teachers requesting voluntary transfers and teachers returning from leaves. Except for transfers and/or changes in assignments to take effect in the first six weeks of school, notice of involuntary transfers and/or changes in assignments and the reasons therefor shall be given

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.

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- (4) No applications for transfer to such schools shall be accepted until the principal has been named. 1
- I. The Building Committee shall have the right, upon the request of any teacher, to consult with the principal concerning any aspect of teacher assignment to duty. 2
- J. A teacher may withdraw an application for transfer or change in assignment and may refuse an offer of transfer or change in assignment within **four (4) business days** without prejudice to consideration for future transfer or change. 3
- K. If an assignment or transfer is given a teacher, the teacher shall have the right, upon request, to discuss such transfer or assignment before it becomes final directly with the immediate Director or Supervisor. If requested, the Associate Superintendent for Instructional Services shall attend such discussion. 4
- L. If requested by the teacher, a representative of the Federation may be present at all meetings between teachers and members of the administration relative to transfers. 5
- M. The BTF and the District strongly encourage, though do not mandate, that teachers notify the Board of Education in writing, on or before May 31, of their intention to retire before September 1 of the same year.** 6

ARTICLE XV
Teacher Promotions

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

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

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
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to make a written statement of defense to be attached to the derogatory statement. 1
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G. Teachers shall receive instruction and directions only from professional supervisory personnel. 3
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ARTICLE XVII 5 6

Teacher Liability 7

If any teacher is sued as a result of any action taken by the teacher while acting in the discharge of duties within the scope of employment, the Board will on written request provide legal counsel through the office of the Corporation Counsel and render all necessary assistance to the teacher's defense. The teacher shall notify the Superintendent of such action within ten (10) days after the teacher is served with such action. In the event action is submitted to the Board concerning a teacher, the teacher will be notified by the Superintendent's office. Nothing herein contained shall restrict the right of a teacher to retain personal counsel in such matters, but in such event the Board shall not be obliged to pay the fee and expenses for outside counsel retained by the teacher. 8
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ARTICLE XVIII 22 23

Discipline Policy 24

A. The current Board of Education policy on pupil behavior, Student Code of Conduct and Procedure for Suspension of Pupils are adopted herein with the following understanding: 25
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Under the Policy on Pupil Behavior as it relates to marked deviation from good behavior, the teacher involved shall be consulted by the principal before the principal takes action thereunder, and the principal shall inform the teacher of the action taken. If the teacher believes such action to be inappropriate, the matter may be referred for review through the first three steps of the grievance procedure. 30
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B. Assault and Menace 37

Sole authority within a school to suspend pupils rests with the principal. Upon the menace or assault (as defined in the New York State Penal Law) of a teacher by a pupil, the teacher shall submit a sworn affidavit outlining the facts and circumstances to the Principal and to the Federation. Upon receipt of the affidavit, the principal shall immediately suspend the pupil and request a formal suspension. No such pupil shall be returned to the same classroom against the desire of the 38
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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 exist.
14 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 appropriate
19 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 maladjustment,
22 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
31 relation to the offense, may call in the parents for a
32 conference, may refer the case for the attention of a
33 psychologist 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
39 misconduct, including flagrant discourtesy, abusive and vile
40 language, acts of violence, and deliberate insubordination.
41 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 principal
45 involved. The pupil shall not be returned to the

same class until the teacher and administrator have discussed the basis on which improvement can be expected. If it is mutually agreed that the pupil's behavior cannot be expected to improve another placement will be provided.

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

ARTICLE XIX
Academic Freedom

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

ARTICLE XX
Councils and Committees

- A. (1) Professional Council — There is hereby established a permanent "Professional Council" composed of six (6) members, three (3) of whom shall be teachers selected by the Federation, and three (3) of whom shall be appointed by the Superintendent.
- (2) The Professional Council shall meet on call to discuss and study subjects relating to the school system including standardized testing, automated attendance in addition to those subjects referred to this Council by the provisions of this agreement. The Council shall establish its own rules of procedure and shall provide for a rotating chairperson who will be responsible for the arrangement and conduct of the meeting. It shall make its reports to the Superintendent and the Federation.
- (3) The Professional Council may recommend the formulation of committees composed of other teachers and administrators, members of whom shall be appointed by the Federation and the Superintendent, to study and report upon mutually agreed upon subjects.

- 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

selection of teachers, subject to procedures and rules established by the Professional Council by October 15, 1972. G. Teachers will be represented on interview teams for the purpose of establishing eligibility lists for the position of Assistant Principals. The Federation will submit a list of candidates for members of such interviewing teams, from which a member may be selected.

ARTICLE XXI
Faculty Meetings

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

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

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

ARTICLE XXII
Quality Integrated Education

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

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

C. In order to provide students and teachers with an expanding and realistic framework relevant to Afro-American, American Indian, and Spanish surnamed American history and culture, and to more fully develop resources for the adequate study and treatment thereof, a sub-committee of the Professional

1 Council shall study and make recommendations related to the
2 development of an Institute of Life and History. Such recom-
3 mendations shall be made by January 15, 1974.
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5 **ARTICLE XXIII**
6 **Special Area Teachers**
7

8 **A. Pupil Personnel Services**

- 9 (1) A committee of Pupil Personnel shall be established
10 to develop an instrument and procedure for evalua-
11 tion of such individuals.
12 (2) The School **Psychologists** and School Social
13 Workers shall be provided with the service of one
14 additional secretary at School 26.
15 (3) Recording devices shall be made available to all
16 Psychologists, School Social Workers and Atten-
17 dance Teachers.
18 (4) There shall be Department Chairpersons for the
19 Psychologists, Attendance Teachers and School
20 Social Workers. These Chairpersons shall be
21 assigned a reduced work load consisting of four (4)
22 normal duty days but without the salary differential
23 specified in Article XXV, B, (17).
24 (5) The Board shall immediately upon the opening of
25 school, survey each school as to the possibility of
26 providing psychologists, school social workers, guid-
27 ance counselors and attendance teachers with
28 unencumbered telephones in all schools. Every
29 effort will be made by the Board to implement this
30 concept.
31 (6) A centralized library of professional publications shall
32 be established in the Central Office and materials
33 available made known and accessible to the mem-
34 bers of the Pupil Personnel Section.
35 (7) Whenever possible, caseloads for Counselors,
36 School Social Workers, Psychologists and Atten-
37 dance Teachers shall be maintained at the State
38 recommended ratios.
39 (8) School Social Workers may elect to spend the
40 final week of the school year in the Central Office for
41 purposes of completing case records.
42 (9) Attendance Teachers shall not be assigned non-
43 attendance duties.
44 (10) The Central Office shall not schedule record check
45 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.	1
(11) The Board shall assume the bi-annual Commissioner of Deeds registration fee for attendance teachers.	2
(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.	3
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B. Library-Media Specialists	8
(1) The Board shall continue to implement the Five (5) Year Plan for the extension of library service to all elementary and high schools.	9
(2) Where scheduling permits the library period shall not be considered a preparation period for classroom teachers.	10
(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.	11
(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.	12
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C. Vocational-Technical Teachers	25
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.	26
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D. Buffalo Alternative High School	34
(1) The purpose and role of Buffalo Alternative High School shall be clearly defined.	35
(2) Specific regulations regarding students entering and leaving Buffalo Alternative High School shall be established and made known to all.	36
(3) Teachers shall be assigned to the school on a permanent basis.	37
(4) Class size maximum shall be 10 except for physical education classes which shall not exceed 30.	38
(5) The School shall be staffed with a full-time reading teacher and guidance counselor. Social worker,	39
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1 psychologist, and attendance services shall be main-
2 tained at adequate levels of service.

3 E. Speech Therapists

- 4 (1) A Department Chairperson shall be elected for
5 the Speech Therapists. The Chairperson shall be
6 assigned a reduced work load, but without the salary
7 differential specified in Article XXV, B, (17).
8 (2) A centralized library of appropriate professional
9 materials shall be maintained in the Central
10 Office for the Speech Therapists.
11 (3) At the beginning of each school year and before
12 beginning a regular weekly schedule, Speech Thera-
13 pists may elect to spend one day in each of their
14 assigned schools to survey pupil needs. If a speech
15 therapist finds that one day is not sufficient additional
16 time may be used subject to the approval of the
17 Board.

18 F. Teachers of the Mentally Retarded

- 19 (1) The Board of Education agrees to make every effort
20 not to place a single class of mentally retarded
21 students within a single school building.

22 G. Reading Specialists

23 Reading personnel will be involved in the development of
24 in-service reading courses for classroom teachers and
25 teacher aides.

26 H. Miscellaneous

- 27 (1) The Board shall continue to expand the program of
28 intensified instruction.
29 (2) Special area teachers shall, at their discretion, and with
30 the approval of their special area supervisors or direc-
31 tors, be free to attend in-service sessions in whatever
32 schools that have programs most significant to their
33 professional area.

34 I. Education for All Handicapped Children Act

35 By first using the resources available in the school and other
36 resources if deemed necessary and authorized by the District,
37 the district shall provide planning time for teachers to com-
38 plete the Individualized Education Plan (IEP) forms. It is
39 understood that such planning time may be full or half days of
40 released time when classes are otherwise in session. When
41 the Committee on Special Education meets to review the case
42 of a referred child, the referring teacher will be sent notice of
43 the meeting. By first using the resources available in the school
44 and other resources if deemed necessary and authorized by
45 the District, the referring teacher will be permitted to attend

meetings of the committee. The process of mainstreaming a handicapped child shall include conferences between the referring teacher and the receiving teacher. **The teacher designated to participate when a student's initial classification and/or level of service is before the Committee on Special Education, shall have a vote at the CSE meeting if said vote is permitted by applicable State and Federal regulations.**

ARTICLE XXIV
Teacher Aides

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

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ARTICLE XXV
Professional Compensation

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A. Salary Schedules

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

B. Classification

(1) Salary Day School Teachers

Effective July 1, 1999 See Appendix A
 Effective July 1, 2000 See Appendix B
 Effective January 29, 2001 See Appendix C
 Effective July 1, 2001 See Appendix D
 Effective January * 2002 See Appendix E
 Effective July 1, 2002 See Appendix F
 Effective January * 2003 See Appendix G
 Effective July 1, 2003 See Appendix H
 Effective January * 2004 See Appendix I

(2) Salary Psychologists

Effective July 1, 1999 See page 53
 Effective July 1, 2000 See page 53
 Effective January 29, 2001 See page 53
 Effective July 1, 2001 See page 53
 Effective January * 2002 See page 53
 Effective July 1, 2002 See page 53
 Effective January * 2003 See page 53
 Effective July 1, 2003 See page 53
 Effective January * 2004 See page 53

(Note: Midyear dates shown with an asterisk indicate the first day of the second semester).

**(3) Adult Education
Position**

Rate Per Hour				
Effective 7/1/99	Effective 7/1/00	Effective 1/29/01	Effective 7/1/01	Effective 1/*/02
	2%	1.50%	2%	1.50%

Rate Per Hour

							1
(3a)	Teachers						2
	Apprenticeship Training						3
	First Year	22.72	23.17	23.52	23.99	24.35	4
	Second Year	24.35	24.84	25.21	25.71	26.10	5
(3b)	Adult Education (Day School — See Appendix M)						6
	Position						7
	Teachers						8
	First Year	22.72	23.17	23.52	23.99	24.35	9
	Second Year	24.35	24.84	25.21	25.71	26.10	10
(4)	Summer Schools						11
	Position						12
	Teachers						13
	First Year	22.72	23.17	23.52	23.99	24.35	14
	Second Year	24.35	24.84	25.21	25.71	26.10	15
(5)	Summer Playground						16
	Swimming Teacher						17
	First Year	22.72	23.17	23.52	23.99	24.35	18
	Second Year	24.35	24.84	25.21	25.71	26.10	19
	Asst. to the Swim Teacher	16.28	16.61	16.86	17.20	17.46	20
(6)	Saturday Morning						21
	Music Teachers						22
	First Year	22.72	23.17	23.52	23.99	24.35	23
	Second Year	24.35	24.84	25.21	25.71	26.10	24

		Rate Per Hour					
(10)	In-Service Education						1
	Instructor Specialist	32.40	33.05	33.55	34.22	34.73	2
	Discussion Leader	24.32	24.81	25.18	25.68	26.07	3
	Teacher-Student....	16.25	16.58	16.83	17.17	17.43	4
	Curriculum Development						5
	Committee Coordinator	29.22	29.80	30.25	30.86	31.32	6
	Committee Chairperson	24.35	24.84	25.21	25.71	26.10	7
	Materials Editor	24.35	24.84	25.21	25.71	26.10	8
	Committee Member	22.75	23.21	23.56	24.03	24.39	9
	Instructional Staff,						10
	Non-Teachers Services						11
	The Hourly rate for non-teaching services by members						12
	of the certified staff is:	16.00	16.32	16.56	16.89	17.14	13
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		Rate Per Season					
		Effective	Effective	Effective	Effective	Effective	
		7/1/99	7/1/00	7/1/01	1*/02	7/1/02	
			2%	1.50%+2%	1.50%	2%	
Position							
(11)	High School Coaches						
	Football Coach	4694	5000	5177	5255	5360	
	Asst. Football Coach	3212	3500	3624	3678	3752	
	Basketball Coach ..	3212	5000	5177	5255	5360	

		Rate Per Season				
Swimming Coach	3212	5000	5177	5255	5360	1
Track Coach	1773	3000	3106	3153	3216	2
Baseball Coach	1773	3000	3106	3153	3216	3
Cross Country Coach	1773	3000	3106	3153	3216	4
Tennis Coach	1773	3000	3106	3153	3216	5
Soccer Coach	1773	3000	3106	3153	3216	6
Volleyball Coach	1773	3000	3106	3153	3216	7
Bowling Coach	890	1500	1553	1576	1608	8
Hockey Coach	334	341	353	358	365	9
Lacrosse Coach	334	341	353	358	365	10
Ski Coach	334	341	353	358	365	11
Cheerleading	—	2500	2589	2628	2681	12

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.

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(3)	Adult Education Position	Rate Per Hour				
		Effective 7/1/02 2%	Effective 1/*/03 1%	Effective 7/1/03 2%	Effective 1/* /04 1.50%	
						1
						2
						3
						4
						5
(3a)	Teachers					6
	Apprenticeship Training					7
	First Year	24.84	25.09	25.59	25.97	8
	Second Year	26.62	26.89	27.43	27.84	9
(3b)	Adult Education (Day School — See Appendix M)					10
	Position					11
	Teachers					12
	First Year	24.84	25.09	25.59	25.97	13
	Second Year	26.62	26.89	27.43	27.84	14
(4)	Summer Schools					15
	Position					16
	Teachers					17
	First Year	24.84	25.09	25.59	25.97	18
	Second Year	26.62	26.89	27.43	27.84	19
(5)	Summer Playground					20
	Swimming Teacher					21
	First Year	24.84	25.09	25.59	25.97	22
	Second Year	26.62	26.89	27.43	27.84	23
	Asst. to the Swim Teacher	17.81	17.99	18.35	18.63	24

(6)	Saturday Morning Music Teachers					1
	First Year	24.84	25.09	25.59	25.97	2
	Second Year	26.62	26.89	27.43	27.84	3
						4
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						7
(7)	Public School Athletic League Coaches					8
	Activities for approved services rendered after the close of the regular school day	26.62	26.89	27.43	27.84	9
						10
						11
(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	12
						13
						14
(9)	Other Extra-Curricular Activities					15
	Position					16
						17
	Yearbook Advisor ..	2060	2081	2123	2155	18
	School Paper Advisor	1039	1049	1070	1086	19
	Literary Magazine Advisor	525	530	541	549	20
	Debate Coach	1039	1049	1070	1086	21
	Public Speaking Coach	353	357	364	369	22
	Club Advisor (Per Club)	271	274	279	283	23
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	Rate Per Hour				
	Effective 7/1/02 2%	Effective 1*/03 1%	Effective 7/1/03 2%	Effective 1* /04 1.50%	
Music Coach	24.84	25.09	25.59	25.97	1
Math Coach	24.84	25.09	25.59	25.97	2
It's Academic Coach	24.84	25.09	25.59	25.97	3
Swim Meet Supervisor	24.84	25.09	25.59	25.97	4
B'ball Game Supervisor	24.84	25.09	25.59	25.97	5
Stadium Supervisors	24.84	25.09	25.59	25.97	6
(10) In-Service Education					7
Instructor Specialist	35.42	35.77	36.49	37.04	8
Discussion Leader	26.59	26.86	27.40	27.81	9
Teacher-Student....	17.78	17.96	18.32	18.59	10
Curriculum Development					11
Committee Coordinator	31.95	32.27	32.92	33.41	12
Committee Chairperson	26.62	26.89	27.43	27.84	13
Materials Editor	26.62	26.89	27.43	27.84	14
Committee Member	24.88	25.13	25.63	26.01	15
Instructional Staff,					16
Non-Teachers Services					17
The Hourly rate for non-teaching services by members					18
of the certified staff is:	17.48	17.65	18.00	18.27	19
					20
					21
					22
					23
					24

Position	Rate Per Season			
	Effective	Effective	Effective	
	1/*/03	7/1/03	1/*/04	
	1%	2%	1.50%	
(11) High School Coaches				1
Football Coach	5414	5522	5605	2
Asst. Football Coach	3790	3866	3924	3
Basketball Coach	5414	5522	5605	4
Swimming Coach	5414	5522	5605	5
Track Coach	3248	3313	3363	6
Baseball Coach	3248	3313	3363	7
Cross Country Coach	3248	3313	3363	8
Tennis Coach	3248	3313	3363	9
Soccer Coach	3248	3313	3363	10
Volleyball Coach	3248	3313	3363	11
Bowling Coach	1624	1656	1681	12
Hockey Coach	369	376	382	13
Lacrosse Coach	369	376	382	14
Ski Coach	369	376	382	15
Cheerleading	2708	2762	2803	16
				17
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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.				23
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(12)	Salaries of Psychologists	1
	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).	2
	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.	3
(13)	Salaries of Guidance Counselors	4
	The salary schedule for guidance counselors shall be \$300 above the regular teachers' salary schedule at each step.	5
(14)	Reading Specialists	6
	The salary schedule for Reading Specialists shall be \$300 above the regular teachers' salary schedule at each step.	7
(15)	Teachers Assigned to Central Office	8
	The salary schedule for teachers assigned to the central office shall be \$500 above the regular teachers' salary schedule at each step.	9
(16)	Demonstration Teachers	10
	The salary schedule for demonstration teachers shall be \$300 above the regular teachers' salary schedule at each step.	11
(17)	Helping Teachers	12
	The salary schedule for helping teachers shall be \$300 above the regular teachers' salary schedule at each step.	13
(18)	Department Chairpersons	14
	The salary schedule for Department Chairpersons	15

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assigned by Board action shall be \$300 above the regular teachers' salary schedule at each step.

(19) CPE Coordinators

The salary schedule for CPE coordinators shall be \$300 above the teachers' salary schedule at each step.

(20) School Social Workers

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

(21) Attendance Teachers

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

C. Placement on Schedule

(1) Credit for Prior Experience

(a) Teachers with appropriate public or private school teaching experience shall be placed on the appropriate salary step based on successful years of such experience. **For teachers employed by the District for the first time on or after July 1, 1999, appropriate experience is defined as teaching in an institution accredited by a state or U.S. federal agency, or, in the case of a social worker, guidance counselor or psychologist, employment in such a state or federally accredited social welfare agency or institution. With respect to the post-secondary level, appropriate experience shall include only regular full-time appointment to the rank of instructor or above.** A year of teaching experience shall include a minimum of one hundred sixty (160) days of service during a school year or calendar year. However, with respect to years of service 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. Prescribed increments shall be effective July 1 of each year. **Effective July 1, 2001, the District shall inform new hires, at the time of their hire and by a separate and independent form or other correspondence, of the process by which application can be made for prior**

service credit. Prior service credit, if granted,	1
will commence with the year in which the	2
claim is received and will not be paid for prior	3
years.	4
(b) Appropriate experience with the Peace Corps,	5
VISTA, State Department of Education, military	6
service dependents schools, and comparable	7
experience shall be considered for placement on	8
the appropriate salary step.	9
(c) Teachers currently employed who have not	10
reached the maximum salary step shall be	11
granted credit for prior experience where appli-	12
cable as herein provided.	13
(d) A new teacher who has completed at least 100	14
days, but less than 160 days of continuous,	15
full time service as a first year probationary	16
or temporary teacher shall be given a full in-	17
crement in addition to the regular increment	18
on the September 1 following completion of	19
the teacher's probationary term.	20
(2) Military Service Credit — Satisfactory military service	21
for salary credit may be granted up to a maximum of	22
two (2) years. Military service shall mean active duty	23
service with the armed forces of the United States or	24
active duty status, in time of war, with a nation allied	25
with the United States. A year of military service shall	26
include a minimum of six (6) months of service and	27
not more than one step on the salary schedule shall	28
be considered for each year or major fraction of a	29
year of military service. Military service of less than	30
six (6) months when added to teaching service dur-	31
ing the same calendar year or school year may be	32
considered appropriate for salary increment with a	33
minimum of one hundred sixty (160) days service.	34
Teachers currently employed who have not reached	35
the maximum step on the salary schedule shall be	36
granted military service credit as herein provided.	37
(3) Vocational (trade) Teachers Experience — Vocational	38
teachers, teaching shop (trade) subjects with a New	39
York State Certificate of Qualification shall be granted	40
a maximum of five (5) years appropriate trade expe-	41
rience for salary purposes and placed on the sixth	42
step of the salary schedule upon initial employment.	43
Teachers currently employed who have not reached	44
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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	1
part-time teacher means a day school teacher other	2
than a summer school or substitute teacher, who	3
teaches five or more half-days per week but less than	4
a full week.	5
(6) Probationary or contract teachers who lose their	6
positions because of job abolition and are	7
reinstated from a preferred eligible list during a school	8
year shall receive a year of service credit for incre-	9
ment purposes only for that school year.	10
D. Adjustments in Schedule Placement	11
(1) All Adjustments beyond the baccalaureate degree	12
or its equivalent for vocational teachers, of salary	13
occurring as a result of additional training shall be	14
effective at the beginning of the school semester	15
next succeeding the date of the conclusion of the	16
course, provided, that in order to receive payment	17
from such date the teacher shall notify the Board	18
within thirty (30) days after such conclusion on a	19
form provided by the Board and, provided further,	20
that the Board may delay actual payment until a	21
certificate of satisfactory completion is received by	22
the Personnel Office.	23
(2) To receive credit for additional training, courses taken	24
after September, 1968, must be:	25
(a) Certified by an appropriate degree granting in-	26
stitution as being part of a recognized program	27
leading to a certificate of advanced degree, or	28
(b) Approved by the Superintendent of Schools as	29
directly relating to the field in which the teacher	30
is working, or as making a reasonable contribu-	31
tion to the teacher's performance as a teacher.	32
(3) Credit for attendance at in-service courses conducted	33
by outside agencies shall be given if the course is	34
approved in advance by the Board of Education.	35
E. Temporary Change in Assignment	36
(1) Whenever a teacher is appointed Acting Principal	37
for one day or more, the teacher shall be relieved	38
of classroom duties for the period of the	39
principal's absence. When a principal is absent for	40
less than one day, and no substitute is provided, the	41
teacher designated as Acting Principal shall not be	42
expected to handle any matters coming into the	43
principal's office other than emergency situations	44
which require immediate attention.	45

1 (2) When a teacher is requested by an administrator and
2 accepts the duties temporarily of a promotional
3 position for more than three consecutive days, the
4 teacher shall suffer no loss in pay and shall be paid
5 at the daily rate of the position, if higher, at the incre-
6 ment level to which the teacher would be entitled,
7 if promoted, for all such consecutive days.

8 F. General Provisions

9 (1) Since it is desirable for each teacher to use an
10 uninterrupted planning period each day, the practice
11 of using a regular teacher as a substitute, thereby
12 depriving the teacher of the planning periods, is
13 undesirable and should be discouraged. However,
14 in an emergency when a teacher is asked and agrees
15 to act as a substitute during the teacher's planning
16 period, every effort shall be made to give such teacher
17 compensatory time off provided such time off shall
18 not interfere with classroom instruction.

19 (2) Teachers shall not be requested to accept additional
20 children in their regular classes in excess of the maxi-
21 mum size set forth in Article IX because a substitute
22 teacher was not used, except in the case of genuine
23 emergency. Before making such a request of a
24 teacher, every effort shall be made to arrange for a
25 non-teaching member of the professional staff to take
26 the class which should have been covered by a
27 substitute teacher.

28 (3) Any teacher who in pursuance of assigned school
29 duties is required to travel from one location to an-
30 other during the course of a school day and for whom
31 a car is not supplied shall be reimbursed at the rate
32 of thirty-one cents (31¢) per mile. Travel to and from
33 the teacher's home shall not be included. Mileage
34 reimbursement shall be made by the District quar-
35 terly during the fiscal year.

36 G. Participation in Extra-Curricular Activities

37 (1) Teachers shall not be required to participate in extra-
38 curricular activities outside their regular school hours.
39 This provision shall not apply to two (2) nights during
40 the school year, one of which is to be either open
41 house or parents night. Attendance at meetings such
42 as PTA affairs shall be at the option of the individual
43 teacher. Teachers are encouraged to participate
44 in such meetings as a part of their professional
45 responsibility.

- (2) If teachers accept any assignment to a school activity beyond the regular school day listed in Article XXV, they shall be paid in accordance with the schedule listed therein. 1
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- H. Warrant Schedules 5
- (1) Teachers shall be paid for one week's salary at the end of the second week after the beginning of the school year and a full pay warrant every two weeks thereafter, in accordance with the applicable schedule. In the event that a mechanical difficulty arises which prevents compliance with such schedule on a particular date, the Board and the Federation shall meet for the purpose of resolving the problem. 6
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- (2) Extra compensation for athletic coaches will be distributed over the appropriate season. Compensation for other extra-curricular activities carried on over the entire school year will be paid proportionately on a semester basis. Compensation for extra-curricular activities carried on over the entire school year will be paid proportionately on a semester basis. Compensation for extra-curricular activities that are carried on within a single semester will be paid at the end of that semester. In each case, payment is contingent upon submission of the appropriate statement of service. 14
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- (3) If a regularly scheduled payday falls on a scheduled holiday or during a scheduled recess, paychecks shall be distributed and made payable on the last working day before the holiday or recess provided that that working day is not more than two (2) consecutive calendar days prior to the regularly scheduled payday. 25
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- (4) If a salary adjustment will result in a decrease of twenty-five dollars (\$25.00) or more in a teacher's net pay, the teacher shall be given at least thirty (30) days written advance notice thereof if the adjustment was initiated by the District or as much notice as the law permits if it was initiated by an outside party. The required notice time may be reduced if there is insufficient time remaining in the fiscal year to give it before making the deduction. 32
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- (5) The teacher who loses a check shall receive a check from the Board within fifteen (15) calendar days of the replacement date that the Board is notified in writing that the check has been lost. The Board agrees that the aforementioned fifteen (15) days shall 41
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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.

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ARTICLE XXVI (1)
Employee Benefits

A. Health and Hospitalization

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

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

(a) Maintenance of Benefits:

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

- (i) As currently being provided (1995-96) "The Plan" will ensure that all participating BC/BS providers will accept the Plan's payment as is presently accepted under the indemnity plan.
- (ii) There shall be no change in the claim payment mechanism which substantially increases the time for reimbursement or increases out-of-pocket expenses for the teacher.
- (iii) The BC/BS provider group will continue to be the provider group (network) for the Plan.

- (iv) Appealing a claim. Any complaints under the plan with respect to its interpretation, application or payment of benefits must be processed through the "Claim Review Procedure" set forth in the plan document. If a complaint is not settled to a teacher's satisfaction, the teacher may submit the dispute directly to the current BC/BS dispute resolution process within ninety (90) days of the written determination. 1
- (v) Confidentiality. In all matters of providing health care coverage there will be strict confidentiality. 2
- (vi) Coverage will commence with a Teacher's first day of employment by the District unless the teacher waives coverage in writing. 3
- (b) The Plan will provide benefits at least equal in all ways to the 1995-96 BC/BS insurance plan provided by the District as modified by the July 1, 1996 collective bargaining agreement which provides benefits and coverage as listed below: 4
- Standard hospitalization 42/43 with Rider 8 (dependents to age 23), 9 (ambulance service), (47) hospital waiver of waiting, (48) out-of-area hospital benefit; and Select contract 60/61 with Riders 4 (outpatient emergency care), 8 (dependents to age 23), 21 (psychiatric), 22 (ambulatory care), 47 (medical waiver of waiting) 48 (out-of-area medical benefit), cosmetic surgery which is required and necessary as determined by the insured's physician, Major Medical coverage with a \$150/\$300 deductible, Rx Rider P \$5/\$10 + mail order, Rx Rider 8 \$5/\$10 + mail order. 5
- (c) In implementing "The Plan" the parties agree to the following: 6
- (i) There shall be no loss of benefits, coverage, or enrollment eligibility for any teacher (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. 7
- (ii) There shall be no break in coverage. 8
- (2) All negotiating unit members, and covered retirees, will participate in any District issued health insurance 9

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

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

(4) 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.
- (5) Full-time teachers who are absent on account of illness and who have exhausted their accumulated sick leave shall continue to receive full health and hospitalization coverage as provided in Article XXVI 1 (A)(1) to be paid by the Board for that period of illness not to exceed nine (9) months following exhaustion of sick leave.
- (6) Teachers on approved leaves of absence without pay, other than sick leave, shall have the option to continue to receive full health and hospitalization coverage as provided in Article XXVI 1 (A) (1) for the period of the leave upon quarterly reimbursement to the Board at the group plan rate.
- (7) The Board agrees to pay the full cost for health and hospitalization coverage as provided in Article XXVI 1 (A)(1) during the period of lay-off for those teachers excessed and then reemployed.
- (8) Temporary teachers who have been employed a minimum 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
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of representatives they each select, and which also may	1
include representatives from other employee organizations,	2
to study alternative health insurance plans and recom-	3
mend any such alternative(s) it deems appropriate.	4
B. Life Insurance	5
(1) The Board will pay the full cost of the annual pre-	6
mium for life insurance under the plan in effect for	7
1969-70 for all employees. Teachers shall have the	8
option of purchasing extra insurance benefits, when	9
available, through personal premium payments made	10
through payroll deductions.	11
(2) Part-time teachers will be afforded pro-rata group life	12
insurance benefits based on the amount of time	13
worked provided that the insurance carrier permits	14
this to be done. Should the carrier change either ben-	15
efits or rates, this matter of coverage for part-time	16
teachers will be discussed with the Federation.	17
C. Tax Sheltered Annuities — Teachers may participate in	18
the tax sheltered annuities program. The cost of administering	19
the program shall be borne by the Board.	20
D. All medical examinations and tests related to	21
application requirements for new teachers shall be paid for by	22
the Board, provided that with the approval of the board, teach-	23
ers may be examined by their own physician at their own	24
expense. Such approval, however, shall not prevent the Board	25
from requiring medical examinations and/or tests by a physi-	26
cian of its own choosing, nor shall such approval prevent the	27
Board from having the results of the examinations and/or tests	28
conducted by the teacher's own physician reviewed by a phy-	29
sician retained by the Board. These provisions shall also apply	30
to teachers seeking a change of position within the system.	31
Standard immunization shall be provided free for all teachers	32
by the Board. Nothing herein contained shall be construed to	33
prevent the Board from exercising the rights granted to it	34
under Section 913 of the Education Law to require medical	35
examinations of teaching personnel in order to determine the	36
physical or mental capacity of teachers to perform their duties.	37
The cost of such examination shall be borne by the Board	38
of Education.	39
E. Property Insurance — To an extent not covered by	40
insurance the Board shall provide reimbursement for the repair	41
or value of clothing and personal effects, including automo-	42
biles, damaged or destroyed, while parked on or in the vicinity	43
of the school premises when and where it is not possible to	44
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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.

H. Sick Leave Bank	1
The Board of Education agrees to provide administrative cooperation with the Federation in the establishment at a time determined by the Federation of a Sick Leave Bank Program. The administration of the Sick Leave Bank shall be the responsibility of the Federation according to the rules of procedure as established by the Federation.	2 3 4 5 6 7
I. Early Retirement Incentive Program	8
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 Retirement Incentive within sixty (60) days following the effective date of their retirement. 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.	9 10 11 12 13 14 15 16
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.	17 18 19 20 21
The percentage of the salary difference paid shall be as follows:	22
Age at Application Date	Percentage Paid
55 years	80%
56 years	75%
57 years	70%
J. Direct Deposit Banking Program	27
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.	28 29 30 31
K. BTF Extended Pay Plan	32
The Board agrees to permit teachers to authorize payroll deductions to be forwarded to the BTF for the administration of an extended pay plan.	33 34 35
L. Credit Union Authorization	36
The Board agrees to permit teachers to authorize payroll deductions to be forwarded to a credit union to be designated by the BTF.	37 38 39
M. Federation as Disbursal Agent	40
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	41 42 43 44 45

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 disbursal 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.

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

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.

- (ii) There shall be no change in the claim payment mechanism which substantially increases the time for reimbursement or increases out-of-pocket expenses for the teacher. 1
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- (iii) The BC/BS provider group will continue to be the provider group (network) for the Plan. 6
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- (iv) Appealing a claim. Any complaints under the plan with respect to its interpretation, application or payment of benefits must be processed through the "Claim Review Procedure" set forth in the plan document. If a complaint is not settled to a teacher's satisfaction, the teacher may submit the dispute directly to the current BC/BS dispute resolution process within ninety (90) days of the written determination. 8
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- (v) Confidentiality. In all matters of providing health care coverage there will be strict confidentiality. 18
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- (vi) Coverage will commence with a Teacher's first day of employment by the District unless the teacher waives coverage in writing. 21
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- (b) The Plan will provide benefits at least equal in all ways to the 1995-96 BC/BS insurance plan provided by the District as modified by the July 1, 1996 collective bargaining agreement which provides benefits and coverage as listed below: 24
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Standard hospitalization 42/43 with Rider 8 29
(dependents to age 23), 9 (ambulance service), 30
(47) hospital waiver of waiting, (48) out-of-area 31
hospital benefit; and Select contract 60/61 with 32
Riders 4 (outpatient emergency care), 8 (depen- 33
dents to age 23), 21 (psychiatric), 22 (ambulatory 34
care), 47 (medical waiver of waiting) 48 (out- 35
of-area medical benefit), cosmetic surgery which 36
is required and necessary as determined by the 37
insured's physician, Major Medical coverage with 38
a \$150/\$300 deductible, Rx Rider P \$5/\$10 + mail 39
order, Rx Rider 8 \$5/\$10 + mail order. 40
- (c) In implementing "The Plan" the parties agree to the following: 41
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 - (i) There shall be no loss of benefits, coverage, 43
or enrollment eligibility for any teacher 44
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1 (including those who retire subsequent to the
2 approval/ratification of this agreement) as
3 the result of the change from current health
4 insurance (1995-1996) to the Plan.

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

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

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

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

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

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

26 If an individual participating in the waiver pro-
27 gram elects to enroll in the District's health care
28 program, the amount of the incentive will be pro-
29 portionally reduced (\$100 per month) based on
30 the number of months the individual participated
31 in the District's waiver program, eligibility for the
32 incentive will cease, and the employee will be
33 enrolled in the District's health care program of
34 his/her choice with any administrative expenses
35 incurred reimbursed by the Board.

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

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

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

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

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

(10) Effective July 1, 1997 those teachers who have fifteen (15) years of service who leave employment with the District through retirement, and who choose to participate in the highest cost health care plan provided by the District, will be responsible for contributing \$320 (three hundred twenty dollars) per year for family coverage and \$140 (one hundred forty dollars) per year for single coverage. This contribution will be adjusted each January 1 based on the cost of living adjustment of Social Security benefits.

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

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

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

Such retirees will be required to contribute the following amounts toward the cost of group health coverage:

	Each Single Coverage		Family Coverage		
	Quarterly	Annual	Quarterly	Annual	
Effective 7/1/2001	\$82.50	\$330	\$165.00	\$660	3
Effective 7/1/2002	\$98.75	\$395	\$197.50	\$790	4
Effective 7/1/2003	\$118.75	\$475	\$237.50	\$950	5

The contribution required at a teacher's effective date of retirement is fixed at that amount.

Effective July 1, 2001 married retirees without dependents shall be eligible for two (2) single coverages only and not for family coverage. Both the retired teacher and his or her spouse must apply for Medicare Parts A and B when eligible.

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

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

B. Life Insurance

- (1) The Board will pay the full cost of the annual premium for life insurance under the plan in effect for 1969-70 for all employees. Teachers shall have the option of purchasing extra insurance benefits, when available, through personal premium payments made through payroll deductions.
- (2) Part-time teachers will be afforded pro-rata group life insurance benefits based on the amount of time

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

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

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

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

37 F. Termination Compensation

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

44 Teachers with ten (10) or more years of credited
45 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 at a time determined by the Federation of a Sick Leave Bank Program. The administration of the Sick Leave Bank shall be the responsibility of the Federation according to the rules of procedure as established by the Federation.

I. Early Retirement Incentive Program

Eligible teachers 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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6 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.
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10 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.
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15 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%

20 **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.**
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26 **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%

33 **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.**
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38 **J. Direct Deposit Banking Program**

39 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.
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43 **K. BTF Extended Pay Plan**

44 The Board agrees to permit teachers to authorize payroll
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deductions to be forwarded to the BTF for the administration of an extended pay plan. 1
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 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
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 M. Federation as Disbursal Agent 7
 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. 8
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 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. 15
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 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. 20
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ARTICLE XXVII 26
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Medical and Dependent Care Spending Accounts 28

“SECTION 125 OF THE INTERNAL REVENUE CODE PLAN” 29
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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. 32
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ARTICLE XXVIII 36
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Sick Leave 38

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. 39
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(1) For personal illness (as negotiated and signed by the Federation and Board on November 6, 1996). 44
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- 1 (a) 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 (b) Days of sick time allowance granted at full or half
8 pay shall be credited as days of service for incre-
9 ment purposes.
- 10 (c) Time used on sick time allowance shall be deducted
11 from accrued sick time allowance.
- 12 (d) Employees who shall have served for a period of ten
13 (10) years or more, may upon exhaustion of their sick
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) Personal Illness — Beginning with the 1980-81 school year, upon employment, temporary teachers shall be credited with two (2) days in addition to one (1) day at full pay for each month of service or major fraction thereof, within a given school year. Any unused portions of sick time allowance granted to temporary teachers shall be cumulative in accordance with the provisions of subparagraph A (1) (a) of this Article in those cases where the services of temporary teachers through reappointment or appointment to probationary status, are continued during successive fiscal years. Temporary teachers shall also be permitted to accumulate unused portions of sick time allowance in non-successive fiscal years which they work subsequent to fiscal year 1979-80. Temporary teachers, upon employment, shall be credited with two (2) days in addition to the one (1) day at full pay for each month of service as provided for above.
- (2) If at the end of a school year a temporary teacher has accumulated unused sick leave credit, such credit may be used to reimburse the teacher for sick leave taken without pay during the year because of the unavailability of sick leave credit at the time of the illness.
- (3) Day school temporary teachers assigned for less than full-time, but half-time or more, shall be allowed pro-rata sick leave benefits based on the amount of time worked and the leave provided in paragraph B(1) above and other leave as provided in Article XXXII.
- Day school temporary teachers who work the equivalent of two (2) days per week shall be entitled to five (5) days of sick leave benefits annually. Day school temporary teachers who work the equivalent of one (1) day per week shall be entitled to two (2) days of sick leave benefits annually.
- C. All permanent and probationary teachers (except as provided in subparagraph (3) below) shall be credited with and may use their annual and accumulated sick leave allowances as of the first day of their employment year, even though they have not been able to report for duty on that day, provided that:
- (1) Teachers notify the school or Personnel Office that they will be unable to report because of illness, or death or serious illness in the immediate family, or for any other reason for which they are entitled to be absent from duty.
- (2) Teachers terminating their service prior to the end of the school year not as a result of illness, shall have deducted

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

- 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

to attend the funeral of a friend or relative shall be deducted from the accumulated sick time allowance. 1
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 C. Graduation and Awards — To attend the teacher’s own graduation or ceremonies at which the teacher is the recipient of an award or special honor, one (1) day with full pay, a second day without pay if required. To attend the graduation of a member of the immediate family, as elsewhere defined in this Contract, one (1) day with pay and a second day without pay if required, when authorized in advance by the Superintendent of Schools. As defined elsewhere in this contract and when authorized by the Superintendent such absences shall be granted from personal leave. 3
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ARTICLE XXX
 Leaves of Absence 13
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Except as expressly authorized by the Board of Education or by the Superintendent of Schools, leaves of absence shall be limited to those specified in this Article. 17
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A. Leave of Absence — Leaves of absence may be granted to permanent and probationary employees of the Board of Education as follows: 20
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(1) Leaves of Absence for Study, Travel, and Special Services — Leaves of absence with, or without, pay may be granted to probationary and permanent employees of the Board for study, travel, or special services when approved in advance by the Superintendent of Schools under the following conditions: 23
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(a) Leaves of Absence for Study — Study for which leaves may be granted shall be limited to study in an accredited institution of higher learning or under a fellowship grant from a recognized foundation or research organization engaged in educational research. Plans for such study shall be submitted to the Superintendent in writing in advance, and shall be so designed as to improve the teachers’ skill and competence in their area of service. 29
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(b) Leave for Travel — Leaves for travel may be granted for the following reasons: 38
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(1) Travel conducted by an accredited institution of higher learning for which course credit is granted by the institution. 40
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(2) Travel planned cooperatively with the Superintendent of Schools, plans for which shall have been submitted in writing and approved in 43
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advance. Such plans shall constitute a predetermined program designed to improve the individual's competence.

(c) Leaves for Special Service — Special service leaves may be granted for full time service when such service is directly related to the teacher's area of work. Such leaves shall be limited to special service performed for or with an institution of higher learning, a foundation or research organization, a state education department, the United States Office of Education, the Peace Corps, or similar institutions or organizations, plans for which shall have been submitted in writing and approved in advance. Such plans shall constitute a predetermined program designed to improve the individual's competence. Leaves may not be granted for the purpose of accepting a regular position in another school system, except for approved participation in an exchange teacher program.

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

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

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

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

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

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C. Sick Leave Without Pay — Whenever employees exhaust their sick time allowance and any extension thereof, they shall immediately apply to the Superintendent for sick leave without pay for a definite period of time not to exceed the end of the current school year, subject to renewal upon further application in each of two (2) successive years, or they may apply for retirement or they may submit a letter of resignation. 10

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In the case of application for sick leave without pay, the individual shall supply the Superintendent with a physician's medical certificate. Application for sick leave without pay, together with a statement of the physician is to be submitted at least ten (10) days before exhaustion of sick time allowance whenever possible. 23

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

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E. Child Care Leave — An employee may apply for and shall be granted a leave without pay for the purpose of remaining at home to care for a child. This leave shall be for one (1) year and shall be renewable to a maximum of two (2) years for a total of three (3) years per child care leave. In any case where a child care leave has been granted, the employee shall notify the Superintendent in writing at least one month prior to the termination of such leave of an employee's intention to return, resign or apply for an extension of the leave. The Superintendent may adjust the date of the return from such leave to coincide with the interest of the pupils. 29

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

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

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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.

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ARTICLE XXXI

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Authorized Absences for Special Conditions

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

A. Official Business — For attendance upon official business of the School Department when and as approved by the Superintendent or an authorized representative, with full pay.	1 2 3
B. Conference and Workshops — For attendance at professional meetings, conferences, workshops for professional improvement, when approved in advance by the Superintendent or an authorized representative with pay. Such leave shall not be deducted from personal leave entitlement.	4 5 6 7 8
C. Jury duty or other service required by law, court order or other governmental authority beyond control of the individual and necessitating absence from duty — with full pay, upon condition that during such service, a teacher shall be required when feasible, to perform the duties of the position. Paid leave of absence under this subdivision shall not be deducted from accumulated sick time allowance or personal leave allowance. All pay or fees received because of such jury duty or other service shall be assigned by the teachers to the Board.	9 10 11 12 13 14 15 16 17
D. Death in the Immediate Family — As defined in Article III p.3 of this Contract, for a period not to exceed five (5) working days, at full pay, with no deduction from accumulated sick time allowance.	18 19 20 21
E. Absence for Part of Working Day — Attendance for the major part of either the morning or the afternoon may, at the discretion of the principal or Division Head be allowed attendance for a half of a working day. Absence for part of a working day shall be subject to the general rules for absences, the deduction, if any, being half of the deduction for a full working day. All such absences, whether with or without deduction, shall be reported on the service record.	22 23 24 25 26 27 28 29
F. Political Leave — Upon request, permanent and probationary teachers shall be granted political leaves in accordance with the following provisions.	30 31 32
(1) With thirty (30) calendar days' notice, a teacher shall be granted up to four (4) weeks leave without pay for the purpose of campaigning as a candidate in a civic election for public election.	33 34 35 36
(2) At the end of the leave, the Board shall return the teacher to the same or reasonably comparable position.	37 38
(3) The Board shall extend to the teacher who is elected or appointed to public office a leave of absence or absences without pay as needed to fulfill the terms of office. However, said leave may be limited by the Board to a maximum of six (6) years. At the conclusion of such leave of absence, the teacher shall be returned to the same or a reasonably comparable position.	39 40 41 42 43 44 45

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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 quali-
7 fied 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 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

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

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. 3
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ARTICLE XXXV 10

Sabbatical Leave 11

A. During each school year, a Sabbatical Leave at half pay (1/2) for a full year of leave or at full pay for one-half (1/2) year of leave may be granted to one percent (1%) of the permanent teachers who have completed seven (7) years of service within the system or have the equivalent as defined in Article XXV hereof. 12
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B. Policy on Sabbatical Leaves 19

The purpose of granting sabbatical leaves to teachers and other staff members is to improve instruction, to add to the professional skills of the instructional staff members and to encourage individual research and travel for the ultimate advantage of the Buffalo Public Schools. For the purpose of administering this policy, a sabbatical leave is defined as a leave for one semester at full pay or for two consecutive semesters at one-half pay applied for and granted under the provisions of this policy. The policy shall be as follows: 20
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(1) Permanent contract members of the instructional staff who are on active duty status and who have rendered satisfactory credited service with the Buffalo Public Schools for at least seven years prior to the school year for which application is made, may be granted a sabbatical leave of absence for the purpose of study or travel for not less than one full semester or more than two consecutive semesters subject to the following conditions: 29
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(a) The maximum number of sabbatical leaves of absence authorized annually for members of the instructional staff represented by the Federation shall be the number specified in the contract in effect between the Federation and the Board. 37
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(b) Educational objectives leading to the improvement of the practice of instruction will be given the highest priority. In cases where applications for sabbatical leaves of absence exceed the number authorized, 42
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- 1 precedence in granting such leaves shall be based
2 on the significance of the educational objectives for
3 which the leave is requested and on seniority of
4 service in the Buffalo Public Schools.
- 5 (c) Staff members on sabbatical leave of absence shall
6 receive full salary for a semester leave of absence
7 or one-half salary for a two semester leave of absence.
8 Such salary shall be subject to all regular payroll
9 deductions.
- 10 (d) Applicants for a sabbatical leave of absence must
11 include with their application a written agreement to
12 remain in the employ of the Board for one year, such
13 time to begin immediately upon the expiration of such
14 leave, or in the case of resignation, to refund to the
15 Board such portion of the salary paid during the leave
16 of absence as the unexpired portion of the year
17 shall bear to said period.
- 18 (e) The period of leave of absence shall count as regu-
19 lar service for the purpose of salary increment,
20 retirement, life insurance coverage, and health
21 insurance coverage and shall not count for the pur-
22 pose of accumulating sick leave entitlement. A person
23 on sabbatical leave of absence shall not be entitled
24 to sick leave or other paid leave during such sabbatical.
- 25 (f) Personnel shall not be eligible for another sabbatical
26 leave until seven years of credited service with the
27 Buffalo Public Schools shall have expired following
28 reinstatement from a prior sabbatical leave.
- 29 (2) Applications for sabbatical leaves of absence shall be
30 submitted in writing to the Superintendent of Schools not
31 later than March 1 for leaves starting at the beginning of
32 a school year or not later than October 1 for leaves start-
33 ing at the beginning of the second semester. Applications
34 must contain a statement of the definite purpose for which
35 the leave of absence is desired. In case of sabbatical
36 leave for study, this statement must include the institu-
37 tion at which the individual is to study and the courses to
38 be pursued either leading to an advanced degree or in
39 the pursuit of an educational objective or research study.
40 In cases of sabbatical leave for travel, a plan of travels
41 must be submitted with justification of the educational
42 objectives to be gained in support of the person's area of
43 professional interest.
- 44 (3) A committee, composed of three members appointed by
45 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. 1
- (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. 2
- (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. 3
- (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. 4
- (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). 5

ARTICLE XXXVI
General Leave Provisions 6

- 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. 7
- B. Leaves of absence granted for reasons other than illness, or personal business, shall not affect accumulated sick leave. 8
- 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. 9
- 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. 10

1 **ARTICLE XXXVII**
2 Maintenance of Benefits
3

4 A. All terms and conditions of employment, including teach-
5 ing hours, extra compensation for work outside regular teaching
6 hours, relief periods, leaves, and general working conditions,
7 shall be maintained at not less than the highest minimum stan-
8 dards in effect in the system at the time this Contract is signed,
9 provided that such conditions shall be improved for the benefit
10 of teachers as required by the express provisions of this Con-
11 tract. This Contract shall not be interpreted or applied to deprive
12 teachers of professional advantages which constitute terms
13 and conditions of employment heretofore enjoyed unless
14 expressly stated herein.

15 B. No existing Board policies, instructions, or handbooks shall
16 in any way limit the rights granted teachers in this Contract.
17 Any portion of the existing documents that is inconsistent with
18 this Contract shall be ineffective.
19

20 **ARTICLE XXXVIII**
21 Subcontracting
22

23 The Board shall not hire individuals to perform instructional
24 work presently performed by members of the teacher's
25 bargaining unit without the express written consent of the
26 Federation.

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

31 **In conformance with the above, it is agreed that in no**
32 **case will non-bargaining unit individuals perform bargain-**
33 **ing unit work.**

34 **ARTICLE XXXIX**
35 Miscellaneous
36

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

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

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

44 D. This Contract shall supersede any rules, regulations or
45 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 Superintendency 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.

10
11 **ARTICLE XLI**

12 **Conformity to Law — Saving Clause**

13
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."
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31 **ARTICLE XLII**

32 **Duration of Contract**

33
34 This agreement shall be effective **July 1, 1999** and shall con-
35 tinue in full force and effect through **June 30, 2004**.

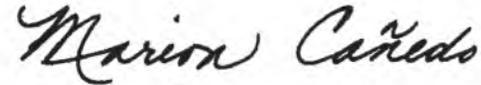
36 The Agreement is subject to formal adoption by the Board at
37 a meeting of the Board to be held as soon as possible. This
38 agreement is also subject to ratification by the membership of
39 the Federation. The negotiating committee of the Federation
40 agrees to recommend such ratification.

41 **IN WITNESS** of this Agreement dated **October 19, 2000**,
42 the parties hereinto set their hands and seals this **19th** day of
43 **October, 2000**.
44
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BOARD OF EDUCATION OF THE CITY OF BUFFALO, NEW YORK

BY 

Paul Buchanan, President of Board of Education

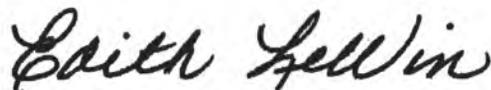


Marion Cañedo, Superintendent of Schools

BUFFALO TEACHERS FEDERATION, INC.

BY 

Philip Rumore, BTF President/Chief Negotiator



Edith LeWin, BTF Vice-President

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

	BS	BS+10	BS+20	BS+30	BS+40	BS+50	BS+60	MS	MS+10	MS+20	MS+30	DR	
1	\$28,775	\$29,652	\$30,529	\$31,406	\$32,283	\$33,160	\$34,037	\$32,848	\$33,723	\$34,600	\$35,477	\$37,553	1
2	\$30,214	\$31,091	\$31,968	\$32,845	\$33,722	\$34,599	\$35,476	\$34,285	\$35,162	\$36,039	\$36,916	\$38,992	2
3	\$31,653	\$32,530	\$33,407	\$34,284	\$35,161	\$36,038	\$36,915	\$35,724	\$36,601	\$37,478	\$38,355	\$40,431	3
4	\$33,092	\$33,969	\$34,846	\$35,723	\$36,600	\$37,477	\$38,354	\$37,163	\$38,040	\$38,917	\$39,794	\$41,870	4
5	\$34,531	\$35,408	\$36,285	\$37,162	\$38,039	\$38,916	\$39,793	\$38,602	\$39,479	\$40,356	\$41,233	\$43,309	5
6	\$35,970	\$36,847	\$37,724	\$38,601	\$39,478	\$40,355	\$41,232	\$40,041	\$40,918	\$41,795	\$42,672	\$44,748	6
7	\$37,409	\$38,286	\$39,163	\$40,040	\$40,917	\$41,794	\$42,671	\$41,480	\$42,357	\$43,234	\$44,111	\$46,167	7
8	\$38,848	\$39,725	\$40,602	\$41,479	\$42,356	\$43,233	\$44,110	\$42,919	\$43,796	\$44,673	\$45,550	\$47,626	8
9	\$40,287	\$41,164	\$42,041	\$42,918	\$43,795	\$44,672	\$45,549	\$44,358	\$45,235	\$46,112	\$46,989	\$49,065	9
10	\$41,726	\$42,603	\$43,480	\$44,357	\$45,234	\$46,111	\$46,988	\$45,797	\$46,674	\$47,551	\$48,428	\$50,504	10
11	\$43,165	\$44,042	\$44,919	\$45,796	\$46,673	\$47,550	\$48,427	\$47,236	\$48,113	\$48,990	\$49,867	\$51,943	11
12	\$44,604	\$45,481	\$46,358	\$47,235	\$48,112	\$48,989	\$49,866	\$48,675	\$49,552	\$50,429	\$51,306	\$53,382	12
13	\$46,043	\$46,920	\$47,797	\$48,674	\$49,551	\$50,429	\$51,305	\$50,114	\$50,991	\$51,868	\$52,745	\$54,821	13
14	\$46,043	\$46,920	\$47,797	\$48,674	\$50,990	\$51,867	\$52,744	\$51,553	\$52,430	\$53,307	\$54,184	\$56,260	14
15	\$48,281	\$49,158	\$50,035	\$50,912	\$53,228	\$54,105	\$54,982	\$53,791	\$54,668	\$55,545	\$56,422	\$58,498	15
17	\$49,720	\$50,597	\$51,474	\$52,351	\$54,667	\$55,544	\$56,421	\$55,230	\$56,107	\$56,984	\$57,861	\$59,937	17
19	\$51,159	\$52,036	\$52,913	\$53,790	\$56,106	\$56,983	\$57,860	\$56,669	\$57,546	\$58,423	\$59,300	\$61,376	19
21	\$52,598	\$53,475	\$54,352	\$55,229	\$57,545	\$58,422	\$59,299	\$58,108	\$58,985	\$59,862	\$60,739	\$62,815	21
23	\$54,037	\$54,914	\$55,791	\$56,668	\$58,984	\$59,861	\$60,738	\$59,547	\$60,424	\$61,301	\$62,178	\$64,254	23
24	\$55,476	\$56,353	\$57,230	\$58,107	\$60,423	\$61,300	\$62,177	\$60,986	\$61,863	\$62,740	\$63,617	\$65,693	24
25	\$56,915	\$57,792	\$58,669	\$59,546	\$61,862	\$62,739	\$63,616	\$62,425	\$63,302	\$64,179	\$65,056	\$67,132	25
26	\$58,354	\$59,231	\$60,108	\$60,985	\$63,301	\$64,178	\$65,055	\$63,864	\$64,741	\$65,618	\$66,495	\$68,571	26
27	\$59,793	\$60,670	\$61,547	\$62,424	\$64,740	\$65,617	\$66,494	\$65,303	\$66,180	\$67,057	\$67,934	\$70,010	27

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INCREMENT = 1439 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.

APPENDIX C

2000-2001 SALARY SCHEDULE — Effective January 29, 2001

This salary schedule reflects a 1.5% increase over July 1, 2000.

	BS	BS+10	BS+20	BS+30	BS+40	BS+50	BS+60	MS	MS+10	MS+20	MS+30	DR
1	29791	30699	31607	32515	33423	34331	35239	34006	34914	35822	36730	38880
2	31281	32189	33097	34005	34913	35821	36729	35496	36404	37312	38220	40370
3	32771	33679	34587	35495	36403	37311	38219	36986	37894	38802	39710	41860
4	34261	35169	36077	36985	37893	38801	39709	38476	39384	40292	41200	43350
5	35751	36659	37567	38475	39383	40291	41199	39966	40874	41782	42690	44840
6	37241	38149	39057	39965	40873	41781	42689	41456	42364	43272	44180	46330
7	38731	39639	40547	41455	42363	43271	44179	42946	43854	44762	45670	47820
8	40221	41129	42037	42945	43853	44761	45669	44436	45344	46252	47160	49310
9	41711	42619	43527	44435	45343	46251	47159	45926	46834	47742	48650	50800
10	43201	44109	45017	45925	46833	47741	48649	47416	48324	49232	50140	52290
11	44691	45599	46507	47415	48323	49231	50139	48906	49814	50722	51630	53780
12	46181	47089	47997	48905	49813	50721	51629	50396	51304	52212	53120	55270
13	47671	48579	49487	50395	51303	52211	53119	51886	52794	53702	54610	56760
14	47671	48579	49487	50395	52793	53701	54609	53376	54284	55192	56100	58250
15	49988	50896	51804	52712	55110	56018	56926	55693	56601	57509	58417	60567
17	51478	52386	53294	54202	56600	57508	58416	57183	58091	58999	59907	62057
19	52968	53876	54784	55692	58090	58998	59906	58673	59581	60489	61397	63547
21	54458	55366	56274	57182	59580	60488	61396	60163	61071	61979	62887	65037
23	55948	56856	57764	58672	61070	61978	62886	61653	62561	63469	64377	66527
24	57438	58346	59254	60162	62560	63468	64376	63143	64051	64959	65867	68017
25	58928	59836	60744	61652	64050	64958	65866	64633	65541	66449	67357	69507
26	60418	61326	62234	63142	65540	66448	67356	66123	67031	67939	68847	70997
27	61908	62816	63724	64632	67030	67938	68846	67613	68521	69429	70337	72487

APPENDIX D

2001-2002 SALARY SCHEDULE — Effective July 1, 2001

This salary schedule reflects a 2% increase over January 29, 2001.

	BS	BS+10	BS+20	BS+30	BS+40	BS+50	BS+60	MS	MS+10	MS+20	MS+30	DR
1	30387	31313	32239	33165	34091	35017	35943	34685	35511	36537	37463	39656
2	31906	32832	33758	34684	35610	36536	37462	36204	37130	38056	38982	41175
3	33425	34351	35277	36203	37129	38055	38981	37723	38649	39575	40501	42694
4	34944	35870	36796	37722	38648	39574	40500	39242	40168	41094	42020	44213
5	36463	37389	38315	39241	40167	41093	42019	40761	41687	42613	43539	45732
6	37982	38908	39834	40760	41686	42612	43538	42280	43206	44132	45058	47251
7	39501	40427	41353	42279	43205	44131	45057	43799	44725	45651	46577	48770
8	41020	41946	42872	43798	44724	45650	46576	45318	46244	47170	48096	50289
9	42539	43465	44391	45317	46243	47169	48095	46837	47763	48689	49615	51808
10	44058	44984	45910	46836	47762	48688	49614	48356	49282	50208	51134	53327
11	45577	46503	47429	48355	49281	50207	51133	49875	50801	51727	52653	54846
12	47096	48022	48948	49874	50800	51726	52652	51394	52320	53246	54172	56365
13	48615	49541	50467	51393	52319	53245	54171	52913	53839	54765	55691	57884
14	48615	49541	50467	51393	53838	54764	55690	54432	55358	56284	57210	59403
15	50978	51904	52830	53756	56201	57127	58053	56795	57721	58647	59573	61766
17	52497	53423	54349	55275	57720	58646	59572	58314	59240	60166	61092	63285
19	54016	54942	55868	56794	59239	60165	61091	59833	60759	61685	62611	64804
21	55535	56461	57387	58313	60758	61684	62610	61352	62278	63204	64130	66323
23	57054	57980	58906	59832	62277	63203	64129	62871	63797	64723	65649	67842
24	58573	59499	60425	61351	63796	64722	65648	64390	65316	66242	67168	69361
25	60092	61018	61944	62870	65315	66241	67167	65909	66835	67761	68687	70880
26	61611	62537	63463	64389	66834	67760	68686	67428	68354	69280	70206	72399
27	63130	64056	64982	65908	68353	69279	70205	68947	69873	70799	71725	73918

INCREMENT = 1519 GRAD. CREDIT = 92.60 (pd. in units of 10 hours) MASTERS = 1520 DR = 2193 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.

APPENDIX E

2001-2002 SALARY SCHEDULE — Effective January * 2002

This salary schedule reflects a 1.5% increase over July 1, 2001.

NOTE: Asterisk indicates the first day of the second semester.

	BS	BS+10	BS+20	BS+30	BS+40	BS+50	BS+60	MS	MS+10	MS+20	MS+30	DR
1	30843	31783	32723	33663	34603	35543	36483	35206	36146	37086	38026	40252
2	32385	33325	34265	35205	36145	37085	38025	36748	37688	38628	39568	41794
3	33927	34867	35807	36747	37687	38627	39567	38290	39230	40170	41110	43336
4	35469	36409	37349	38289	39229	40169	41109	39832	40772	41712	42652	44878
5	37011	37951	38891	39831	40771	41711	42651	41374	42314	43254	44194	46420
6	38553	39493	40433	41373	42313	43253	44193	42916	43856	44796	45736	47962
7	40095	41035	41975	42915	43855	44795	45735	44458	45398	46338	47278	49504
8	41637	42577	43517	44457	45397	46337	47277	46000	46940	47880	48820	51046
9	43179	44119	45059	45999	46939	47879	48819	47542	48482	49422	50362	52588
10	44721	45661	46601	47541	48481	49421	50361	49084	50024	50964	51904	54130
11	46263	47203	48143	49083	50023	50963	51903	50626	51566	52506	53446	55672
12	47805	48745	49685	50625	51565	52505	53445	52168	53108	54048	54988	57214
13	49347	50287	51227	52167	53107	54047	54987	53710	54650	55590	56530	58756
14	49347	50287	51227	52167	54649	55589	56529	55252	56192	57132	58072	60298
15	51746	52686	53626	54566	57048	57988	58928	57651	58591	59531	60471	62697
17	53288	54228	55168	56108	58590	59530	60470	59193	60133	61073	62013	64239
19	54830	55770	56710	57650	60132	61072	62012	60735	61675	62615	63555	65781
21	56372	57312	58252	59192	61674	62614	63554	62277	63217	64157	65097	67323
23	57914	58854	59794	60734	63216	64156	65096	63819	64759	65699	66639	68865
24	59456	60396	61336	62276	64758	65698	66638	65361	66301	67241	68181	70407
25	60998	61938	62878	63818	66300	67240	68180	66903	67843	68783	69723	71949
26	62540	63480	64420	65360	67842	68782	69722	68445	69385	70325	71265	73491
27	64082	65022	65962	66902	69384	70324	71264	69987	70927	71867	72807	75033

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.

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.

	BS	BS+10	BS+20	BS+30	BS+40	BS+50	BS+60	MS	MS+10	MS+20	MS+30	DR
1	31460	32419	33378	34337	35296	36255	37214	35911	36870	37829	38788	41059
2	33033	33992	34951	35910	36869	37828	38787	37484	38443	39402	40361	42632
3	34606	35565	36524	37483	38442	39401	40360	39057	40016	40975	41934	44205
4	36179	37138	38097	39056	40015	40974	41933	40630	41589	42548	43507	45778
5	37752	38711	39670	40629	41588	42547	43506	42203	43162	44121	45080	47351
6	39325	40284	41243	42202	43161	44120	45079	43776	44735	45694	46653	48924
7	40898	41857	42816	43775	44734	45693	46652	45349	46308	47267	48226	50497
8	42471	43430	44389	45348	46307	47266	48225	46922	47881	48840	49799	52070
9	44044	45003	45962	46921	47880	48839	49798	48495	49454	50413	51372	53643
10	45617	46576	47535	48494	49453	50412	51371	50068	51027	51986	52945	55216
11	47190	48149	49108	50067	51026	51985	52944	51641	52600	53559	54518	56789
12	48763	49722	50681	51640	52599	53558	54517	53214	54173	55132	56091	58362
13	50336	51295	52254	53213	54172	55131	56090	54787	55746	56705	57664	59935
14	50336	51295	52254	53213	55745	56704	57663	56360	57319	58278	59237	61508
15	52783	53742	54701	55660	58192	59151	60110	58807	59766	60725	61684	63955
17	54356	55315	56274	57233	59765	60724	61683	60380	61339	62298	63257	65528
19	55929	56888	57847	58806	61338	62297	63256	61953	62912	63871	64830	67101
21	57502	58461	59420	60379	62911	63870	64829	63526	64485	65444	66403	68674
23	59075	60034	60993	61952	64484	65443	66402	65099	66058	67017	67976	70247
24	60648	61607	62566	63525	66057	67016	67975	66672	67631	68590	69549	71820
25	62221	63180	64139	65098	67630	68589	69548	68245	69204	70163	71122	73393
26	63794	64753	65712	66671	69203	70162	71121	69818	70777	71736	72695	74966
27	65367	66326	67285	68244	70776	71735	72694	71391	72350	73309	74268	76539

INCREMENT = 1573 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.

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

	BS	BS+10	BS+20	BS+30	BS+40	BS+50	BS+60	MS	MS+10	MS+20	MS+30	DR
1	31775	32744	33713	34682	35651	36620	37589	36272	37241	38210	39179	41473
2	33364	34333	35302	36271	37240	38209	39178	37861	38830	39799	40768	43062
3	34953	35922	36891	37860	38829	39798	40767	39450	40419	41388	42357	44651
4	36542	37511	38480	39449	40418	41387	42356	41039	42008	42977	43946	46240
5	38131	39100	40069	41038	42007	42976	43945	42628	43597	44566	45535	47829
6	39720	40689	41658	42627	43596	44565	45534	44217	45186	46155	47124	49418
7	41309	42278	43247	44216	45185	46154	47123	45806	46775	47744	48713	51007
8	42898	43867	44836	45805	46774	47743	48712	47395	48364	49333	50302	52596
9	44487	45456	46425	47394	48363	49332	50301	48984	49953	50922	51891	54185
10	46076	47045	48014	48983	49952	50921	51890	50573	51542	52511	53480	55774
11	47665	48634	49603	50572	51541	52510	53479	52162	53131	54100	55069	57363
12	49254	50223	51192	52161	53130	54099	55068	53751	54720	55689	56658	58952
13	50843	51812	52781	53750	54719	55688	56657	55340	56309	57278	58247	60541
14	50843	51812	52781	53750	54719	55688	56657	55340	56309	57278	58247	60541
15	53315	54284	55253	56222	57191	58160	59129	57812	58781	59750	60719	63013
17	54904	55873	56842	57811	60369	61338	62307	60990	61959	62928	63897	66191
19	56493	57462	58431	59400	61958	62927	63896	62579	63548	64517	65486	67780
21	58082	59051	60020	60989	63547	64516	65485	64168	65137	66106	67075	69369
23	59671	60640	61609	62578	65136	66105	67074	65757	66726	67695	68664	70958
24	61260	62229	63198	64167	66725	67694	68663	67346	68315	69284	70253	72547
25	62849	63818	64787	65756	68314	69283	70252	68935	69904	70873	71842	74136
26	64438	65407	66376	67345	69903	70872	71841	70524	71493	72462	73431	75725
27	66027	66996	67965	68934	71492	72461	73430	72113	73082	74051	75020	77314

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 H

2003-2004 SALARY SCHEDULE — Effective July 1, 2003

This salary schedule reflects a 2% increase over January * 2003.

NOTE: Asterisk indicates the first day of the second semester.

	BS	BS+10	BS+20	BS+30	BS+40	BS+50	BS+60	MS	MS+10	MS+20	MS+30	DR
1	32411	33399	34387	35375	36363	37351	38339	36997	37985	38973	39961	42301
2	34032	35020	36008	36996	37984	38972	39960	38618	39606	40594	41582	43922
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	51863	52851	53839	54827	57436	58424	59412	58070	59058	60046	61034	63374
15	54385	55373	56361	57349	59958	60946	61934	60592	61580	62568	63556	65896
17	56006	56994	57982	58970	61579	62567	63555	62213	63201	64189	65177	67517
19	57627	58615	59603	60591	63200	64188	65176	63834	64822	65810	66798	69138
21	59248	60236	61224	62212	64821	65809	66797	65455	66443	67431	68419	70759
23	60869	61857	62845	63833	66442	67430	68418	67076	68064	69052	70040	72380
24	62490	63478	64466	65454	68063	69051	70039	68697	69685	70673	71661	74001
25	64111	65099	66087	67075	69684	70672	71660	70318	71306	72294	73282	75622
26	65732	66720	67708	68696	71305	72293	73281	71939	72927	73915	74903	77243
27	67353	68341	69329	70317	72926	73914	74902	73560	74548	75536	76524	78864

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 I

2003-2004 SALARY SCHEDULE — Effective January *, 2004

This salary schedule reflects a 1.5% increase over July 1, 2003.

NOTE: Asterisk indicates the first day of the second semester.

	BS	BS+10	BS+20	BS+30	BS+40	BS+50	BS+60	MS	MS+10	MS+20	MS+30	DR
1	32897	33900	34903	35906	36909	37912	38915	37552	38555	39558	40561	42936
2	34542	35545	36548	37551	38554	39557	40560	39197	40200	41203	42206	44581
3	36187	37190	38193	39196	40199	41202	42205	40842	41845	42848	43851	46226
4	37832	38835	39838	40841	41844	42847	43850	42487	43490	44493	45496	47871
5	39477	40480	41483	42486	43489	44492	45495	44132	45135	46138	47141	49516
6	41122	42125	43128	44131	45134	46137	47140	45777	46780	47783	48786	51161
7	42767	43770	44773	45776	46779	47782	48785	47422	48425	49428	50431	52806
8	44412	45415	46418	47421	48424	49427	50430	49067	50070	51073	52076	54451
9	46057	47060	48063	49066	50069	51072	52075	50712	51715	52718	53721	56096
10	47702	48705	49708	50711	51714	52717	53720	52357	53360	54363	55366	57741
11	49347	50350	51353	52356	53359	54362	55365	54002	55005	56008	57011	59386
12	50992	51995	52998	54001	55004	56007	57010	55647	56650	57653	58656	61031
13	52637	53640	54643	55646	56649	57652	58655	57292	58295	59298	60301	62676
14	52637	53640	54643	55646	56649	57652	58655	57292	58295	59298	60301	62676
15	55197	56200	57203	58206	59209	60212	61215	59852	60855	61858	62861	65236
17	56842	57845	58848	59851	60854	61857	62860	61497	62500	63503	64506	66881
19	58487	59490	60493	61496	62499	63502	64505	63142	64145	65148	66151	68526
21	60132	61135	62138	63141	64144	65147	66150	64787	65790	66793	67796	70171
23	61777	62780	63783	64786	65789	66792	67795	66432	67435	68438	69441	71816
24	63422	64425	65428	66431	67434	68437	69440	68077	69080	70083	71086	73461
25	65067	66070	67073	68076	69079	70082	71085	69722	70725	71728	72731	75106
26	66712	67715	68718	69721	70724	71727	72730	71367	72370	73373	74376	76751
27	68357	69360	70363	71366	72369	73372	74375	73012	74015	75018	76021	78396
												80041

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.

APPENDIX J
Sabbatical Leave

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

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APPENDIX K
Class Size

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

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

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

APPENDIX 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
_____ = Salary per Student
Applicable Maximum Class Size Limit
(Article IX C)

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
First Year	28.90	29.48	29.92	30.52	30.98	31.60	31.92	32.56	33.05
Second Year	30.99	31.61	32.08	32.72	33.21	33.87	34.21	34.89	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).

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