MASTERC
ONTRACT
JULY 1, 1999

BUFFALO
TEACHERS
FEDERATION

Between the
Buffalo Teachers
Federation
and the
Buffalo Board of Education

BTTF: 881-5400
BTTF Web Site: http://www.btfny.org
BTTF Fax: 881-5482

BTF: 881-5400
BTF Web Site: http://www.btfny.org
BTF Fax: 881-6678

The district used this contract through June 30, 2016.
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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Richard Frederick
Alison Hall  
Sue Klute-Hohl
Carl Ingraham  
Floyd Kruschke
Elaine Lydon  
Melinda MacPherson

Sharon Manganello  
Kathy Mergenhagen
Andrea Norton  
Paulette Notaro
Thomas J. Pisa  
Paula Prince
Albert R. Rodland, Jr.  
Sara Rodland
Donna Stempiak  
Sue Travis

UniServ Directors
Nas Afi  
Christine Beebe
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
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 benefit of students.

Under the terms of this agreement, we will be able to offer more quality in-service 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,

[Signature]

Marion Cañedo
Superintendent of Schools

BOARD OF EDUCATION
Buffalo, New York

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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.
ARTICLE II
Fair Practices

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

B. The Board agrees to continue its policy of non-discrimination against any employee on the basis of race, creed, color, national origin, sex, marital status, personal or political activity, or membership in or association with the activities of any employee organization.

C. The Board and the Federation agree to promote the concept of Affirmative Action as a means of implementing equal employment opportunity for all persons and to cooperate in implementing the affirmative action orders of the U.S. District Court, but except to the extent that this Agreement must yield to orders of the court, such implementation shall be subject to the provisions of this Agreement.

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

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

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

ARTICLE V
Grievance Procedure

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

B. Definitions

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

C. Structure

(1) Nothing herein contained shall be construed to prevent any individual teacher from presenting a written grievance and having the grievance adjusted, without the intervention of the Federation, if the adjustment is not inconsistent with the terms of this Contract. If such adjustment would affect the interpretation of the Contract, the Superintendent will inform the Federation, and will meet and discuss the matter with its representatives prior to such adjustment. No such individual teacher may, however, be represented by an officer, agent or member of another teacher's organization.

(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 question, 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
will be delivered to the appropriate Division Head. A written grievance shall be filed as soon as possible, but in no event later than fifteen (15) days after occurrence of the facts giving rise to the grievance or notice of such facts to the teacher, whichever is later.

(c) Within three (3) days following the filing of a written grievance, a meeting shall take place between the immediate supervisor, the aggrieved teacher, and the Federation representative to attempt to resolve the grievance. If the immediate supervisor resolves the grievance to the satisfaction of the aggrieved teacher, the supervisor shall deliver a written answer to said teacher, explaining said resolution if the teacher so requests. In the event that the immediate supervisor does not resolve the grievance, the supervisor shall deliver a written answer to that effect to said teacher. The written answer in each of the above instances shall be delivered as aforesaid not later than two (2) days following the meeting described in this subsection (c).

(2) Level Two

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

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

(3) Level Three

(a) If the grievance is not settled at Level Two above, the Federation may appeal to the Superintendent by filing a written notice of appeal with the 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,
provided, however, that the Federation shall be given
written notice of any such proceeding and the charges
placed against the teacher.

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

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

ARTICLE VI
Federation Rights

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

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

C. Building Delegates — The Delegate Chairperson
serving in each school shall:
(1) Be relieved of non-teaching duties for two periods per
week if serving in a departmentalized program.
(2) Be relieved of all duties during such lunch period as is
provided for students in that school if serving in a non-
departmentalized program.
(3) If scheduling permits within existing non-administrative
staffing, the Delegate Chairperson serving in each school
shall be relieved of all non-classroom duties.

D. Building Committee — The principal of each school
shall meet at least once a month with the Federation
Building Committee at its request to discuss school operations
and questions relating to the implementation of this Con-
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 emer-
gency. 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 poli-
cies 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 proce-
dures 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 invit-
ation is given to the Building Administrator at least two (2)
days in advance and the administrator approves. Any objec-
tion 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
two (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 nec-
cessary to qualify for the retirement benefit granted
teachers in Article XXVI 4(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
are available to other teachers. The Federation shall
reimburse the Board on an annual basis for the
individuals' salary and fringe benefits costs.
F. Superintendent's Meeting — The Superintendent and
representatives of the Federation shall meet regularly on at
least a monthly basis to discuss matters relating to the imple-
mentation of this Contract, and other matters of concern. If the
Superintendent is not available, a representative shall be des-
ignated, or, if the Federation prefers, the meeting shall be
scheduled for the earliest date on which the Superintendent
is available.
G. Board of Education Meetings — There shall be two (2)
seats reserved for the Federation at all School Board
meetings, and the Board shall furnish to the Federation a Board
Agenda Folder prior to each Board meeting at the same time it
is received by the Board members, and copies of the minutes
of each Board meeting.
H. Board Agenda — The Federation, upon written
request stating the reason therefor delivered to the Board no
later than 10:00 A.M., the Friday preceding the Board meeting,
shall be given an early place on the agenda of any regular
meeting of the Board.
I. Board Input — The Board President shall recognize the
President of the Federation or a designee for the purpose of
expressing Federation viewpoints concerning matters on the
agenda or motions before the Board affecting teachers in gen-
eral or matters incorporated in this Contract.
J. Release Time for Joint Ventures — Whenever repre-
sentatives of the Federation are mutually scheduled by the
parties to participate during work hours in conferences, meet-
ings, or in negotiations, they shall suffer no loss in pay.
It is understood and agreed, however, that the Board shall not
be obligated to pay the salaries of more than five (5) repre-
sentatives of the Federation for each session. Negotiations shall,
whenever practicable, be scheduled during normal business
hours.
K. Dues Deduction — The Board agrees to establish
payroll deductions for the BTF in such a manner that increases
in dues will automatically increase the amount deducted
from each warrant. The payroll deduction authorization form
shall include language whereby the teacher authorizes the
Board to do this effective September 1 upon official notifica-
tion from the President of the Federation of such dues increases
by July 1. Exact procedure for dues deductions will be drawn
up by the Federation and the Payroll Department.

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

M. Communication Service
(1) Bulletin Boards — The Federation shall have the right
to post notices of its activities and matters of
Federation concern on teacher bulletin boards, at
least one of which shall be provided in each school
building.
(2) School Pony — The Federation may use the pony
mail service and teacher mail boxes for communi-
cations to teachers. The Board shall provide for a
Federation mailbox in the Central Office mail
room for the purpose of receiving incoming mail.
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.
(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.
(4) Organization Identification — No teacher shall be
prevented from wearing an insignia, pin, or other iden-
tification of membership in the Federation on school
premises provided it is not distracting in size.

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.

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 sub-
ject to the approval of the principal; however, the principal shall
not withhold his approval unreasonably.
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 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 VII
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...
the implementation of the court-ordered desegregation plan. Any such changes shall remain within the starting and ending times stated above and shall not increase the teachers' hours of service. All teachers may be required to either supervise or teach during the workday, subject to the conditions set forth in this Agreement.

(2) There shall be no increase in noon-time assignments unless such assignment is used to replace the sixth duty of a secondary or special area subject teacher. These assignments will be filled on a voluntary basis. In those circumstances where volunteers do not come forward the noon-time assignments will be filled on no more than a yearly rotating basis. Where available aides will continue to be used for noon-time assignments. In any event, there shall be no infringement on the one-half hour duty-free lunch period. In those schools not affected by the Federal Court-ordered Desegregation Program, present lunch periods in excess of one-half hour shall continue unless modified by agreement of the Federation Building Committee and principal subject to the approval of the Associate Superintendent of Instructional Services and the Federation.

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

B. School Year

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

(2) Teachers requested to return to school beyond the 42nd week as defined above, for services related to the regular school program shall be paid for each working day of four or more clock hours at 1½ times their actual 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)

<table>
<thead>
<tr>
<th>Elementary</th>
<th>Standard Class Size</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kindergarten</td>
<td>25</td>
<td>30</td>
</tr>
<tr>
<td>Primary Grades</td>
<td>27</td>
<td>30</td>
</tr>
<tr>
<td>Fourth - Sixth Grades</td>
<td>27</td>
<td>32</td>
</tr>
<tr>
<td>Mentally Retarded (Educable)</td>
<td>15</td>
<td>15</td>
</tr>
</tbody>
</table>

Effective 1971-72, the maximum class sizes applicable to the elementary school grades shall apply to all CPE classes.
<table>
<thead>
<tr>
<th>Secondary Classes</th>
<th>Standard Class Size</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Honors and Regents English</td>
<td>125</td>
<td>135</td>
</tr>
<tr>
<td>b. Honors and Regents — Other</td>
<td>135</td>
<td>150</td>
</tr>
<tr>
<td>c. Basic English</td>
<td>100</td>
<td>120</td>
</tr>
<tr>
<td>d. Basic — Others</td>
<td>125</td>
<td>135</td>
</tr>
<tr>
<td>e. Classes for the Mentally Retarded</td>
<td>18</td>
<td>18</td>
</tr>
<tr>
<td>f. Vocational Trades</td>
<td>20</td>
<td>24</td>
</tr>
<tr>
<td>g. Industrial Arts</td>
<td>20</td>
<td>24</td>
</tr>
<tr>
<td>h. Home Economics — Food, Clothing</td>
<td>20</td>
<td>22</td>
</tr>
<tr>
<td>i. Home Economics — Others</td>
<td>25</td>
<td>30</td>
</tr>
<tr>
<td>j. Typing</td>
<td>30</td>
<td>35</td>
</tr>
<tr>
<td>k. Drafting</td>
<td>25</td>
<td>30</td>
</tr>
<tr>
<td>l. Music — Theory Classes Only</td>
<td>25</td>
<td>35</td>
</tr>
<tr>
<td>m. Art</td>
<td>25</td>
<td>30</td>
</tr>
<tr>
<td>n. Physical Education</td>
<td>40</td>
<td>35</td>
</tr>
<tr>
<td>o. Swimming Classes</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Special Education Classes

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

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

a. The reduction of student-teacher ratios when handicapped students are assigned to classes with non-handicapped students.

b. The provision of adequate released time so that special education and non-special education teachers can confer.

c. The provision of additional services to support the handicapped student(s) who have been so assigned.

Said committee shall make its recommendations no later than February 1, 2001 for implementation in the 2001-2002 school year.

ARTICLE X
Teaching Load and Assignments

A. The weekly teaching load in grades seven through twelve shall be twenty-five (25) teaching periods of no more than forty-five (45) minutes in the regular schedule. In addition, there shall be at least five (5) unassigned preparation periods (at least one per school day). In the vocational, technical, and comprehensive high schools, each academic teacher shall be assigned no more than five (5) forty-five (45) minute teaching periods per day. Of the remaining three periods, no more than two (2) may be assigned to non-teaching activities. The remaining period shall be an unassigned preparation period. Teachers of vocational and technical subjects shall be assured one (1) unassigned preparation period per day. The daily teaching load for special area subject teachers of art, music, foreign language, and physical education, whose assignment includes contact with elementary pupils shall not exceed more than two hundred forty (240) minutes per day. Each such teacher shall have one (1) unassigned preparation period per day. Exceptions may be agreed upon by the Federation Building Committee and the principal.

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

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

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

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

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

F. Split classes shall be eliminated whenever possible.

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

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

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

J. Special Area Subjects in Elementary Schools:

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

The District will enter a separate memorandum of agreement incorporating the August 23, 2000 Board of Education resolution regarding the phase-in of art, music and physical education in the primary grades, beginning with the 2001-02 school year. The memorandum will include a sunset provision corresponding to the last day of the parties' negotiated agreement.

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

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

Preparation periods shall not occur before the arrival or after the dismissal of pupils according to the normal schedule for pupils in each school.

M. Unassigned pre-kindergarten through sixth grade teachers and unassigned seventh and eighth grade teachers in the elementary schools may leave the building without requesting permission during their scheduled lunch periods. Notification of such absence will be given at a convenient place and there shall be no interruption of teaching service. Other teachers may leave the building during a non-teaching period for necessary pressing business with the approval of the principal. Such approval shall not be withheld without just cause.

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

(1) Collection of money;

(2) Recording, transferring or transmitting information which does not have a direct bearing on the learning experience of the child, such as:

(a) grading and recording the results of school-wide testing programs;

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

(c) issuing and inventorying textbooks and supplies;

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

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

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

(b) High schools shall receive a minimum of six 1.5 hour early releases or delayed openings to provide for professional staff development.

Such time shall be used for faculty meetings, in-service training and other programs for professional improvement, as
jointly planned by the principal, faculty and the Federation
Building Committee for each school.

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

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

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

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

ARTICLE XI
Teaching Conditions

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

B. (1) The Board shall provide:

(a) A separate desk with lockable drawer space for
every teacher in the system. Itinerant and float-
ing teachers shall be provided comparable
lockable space.

(b) Suitable closet space for each teacher to store
coats, boots and personal items.

(c) Adequate chalkboard and bulletin board space
in every classroom.

(d) Copies, exclusively for each teacher’s use, of all
text and, where available, teacher’s editions and
manuals, used in each of the courses taught.

(e) A dictionary appropriate to classroom needs in
each classroom in grades 6 through 12.

(f) Adequate attendance books, paper, pencils,
peuses, chalk, erasers and other subject material
required in daily teaching responsibilities.

(g) Adequate storage space in each classroom for
instructional materials where space permits.

(h) All itinerant and floating teachers shall have avail-
able in the school buildings they service the
general supplies appropriate to their function.

(2) Copy machines, devices for producing masters and
other office machines commonly used by teachers
shall be made available for their use.

There shall be at least one (1) copy machine per building
for up to twenty-five (25) full-time teachers or their equiv-
alent. At least two (2) copy machines shall be provided in
the event that there are more than twenty-five (25) full-
time teachers or their equivalent in the building. Should
there be more than fifty (50) full-time teachers or their
equivalent in the building, a third copy machine shall be
provided and one (1) of three (3) machines will be a high
volume machine.

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

C. The Board and the Federation mutually recognize the im-
portance 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 in-
clude therein, within a reasonable period of time, all texts which
are reasonably requested by the teachers of that school.

D. The Board recognizes that appropriate texts, library refer-
ence facilities, maps and globes, laboratory equipment, shop
equipment, audio-visual equipment, art supplies, athletic
equipment, current periodicals, standard tests and question-
aries, 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 imple-
ment all joint decisions thereon made by its representatives
and the Federation. Copies of requisitions which originate in a
school shall be made available for inspection by the Building
Committee.

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

F. Custodial and similar supportive personnel shall not inter-
fer with the performance of the teachers’ duties.

G. Supplies and Petty Cash Fund

(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.
(2) Of the amount allocated for this purpose the Board will make available to each school $2.00 per pupil, to be used for the incidental purchase of instructional supplies and materials. The amount per pupil shall be increased to $3.00 effective July 1, 2001 and to $5.00 effective July 1, 2002. Under this arrangement teachers may purchase incidental supplies and submit a voucher for reimbursement, as approved by the principal.

(3) From the amount allocated in paragraph G(1), teachers of Art, Music, Physical Education, Special Education, Science Labs, Technology and Home Economics/Home and Career Skills shall have available to them, through a separate budget allocation, funds with which to order supplies appropriate to their program.

(4) Supply orders shall be forwarded to the appropriate departments by the Building Principal by June 1st. Thereafter, the Board shall make every effort to assure that the supplies are at the schools by the opening day.

H. The Board hereby commits itself to a program assuring that there be available in each school:

(1) At least one (1) room, appropriately furnished and ventilated, which shall be reserved for use as a faculty lounge in which smoking shall be permitted. Schools that have over fifty teachers shall have at least two (2) lounges for the exclusive use of the teachers and

(2) "Men's" and "Ladies" restroom facilities available for the exclusive use of the faculty on each floor of each building where more than three (3) classes are held. The preceding sentence shall apply only (i) to buildings erected after January 1, 1981 and (ii) to floors of other buildings where such facilities actually were reserved for the use of the faculty as of January 1, 1981 so long as there continues to be more than three classes on that floor.

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

J. Outside telephones shall be made available to the teachers free of charge for official business. When teachers wish to discuss private or confidential matters concerned with their official teaching duties, the principal shall provide a telephone, the location of which insures privacy of conversation. Pay telephones shall be made available for the personal use of teachers. The Federation Building Committee will assist in determining the location of the phones in each building.

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

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

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

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

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

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

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

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

ARTICLE XII
Employment and Termination of Personnel

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

All newly appointed teachers will be required to attend two (2) days of orientation prior to the commencement of classes. Teachers will be given ten (10) days notice of the scheduled orientation dates. The orientation sessions will be held between the hours of 8:30 a.m. and 2:30 p.m. with a one (1) hour lunch break and shall be completed prior to the Wednesday before the opening of school. Newly appointed teachers will not receive additional compensation for attendance at orientation. Teachers who have previously worked for the District for a minimum of one (1) year (160 days) as contract, probationary or temporary teachers, and who are asked and who agree to attend orientation, shall be paid at the contract rate.

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

C. The Board will enforce the Commissioner's regulations which require that non-certified personnel shall successfully complete no less than six (6) semester hours of approved and appropriate course work each year in order to be eligible for continued employment.

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

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

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

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. Priority in summer employment shall be based upon previous number of years of summer employment and present employment in the Buffalo Public School System.

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.

3. Vacancies
   (a) For filling vacancies, priority in employment shall be given to qualified teachers in accordance with the above and in the following order:
      1) Contract
      2) Probationary
      3) Temporary
      4) Others
   (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.
   (c) Priority in employment in after-school programs for regular day school pupils shall be given to qualified teachers employed in the school where the vacancy occurs and then advertised district-wide. The order of priority shall be contract teachers, probationary teachers, and temporary teachers. To be considered, a candidate must be able to be present at the scheduled starting time for the program.

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:
   1) Contract
   2) Probationary
   3) Temporary
   4) Others
(5) Positions in the summer school, evening school, recreational and part-time programs, except as indicated above, will be advertised throughout the school system and properly posted in each building.

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

H. School 46 Adult Education Evening Program

(1) All teachers presently employed in the School 46 Adult Education evening program shall continue to be employed according to Article XII G(2). Should a reduction-in-force occur, those teachers with the least seniority in the School 46 Adult Education evening program shall be excessed. Should two (2) or more teachers have the same seniority in the School 46 Adult Education evening program, those teachers shall be excessed on the basis of system-wide seniority.

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

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

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

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

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

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

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

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

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

O. Resignations and leaves of absence shall be effective for 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.

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.

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.

ARTICLE XIII

Teacher Evaluation

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

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

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

D. Teachers shall have the right, upon request, to review the contents of their official personnel file, except confidential information supplied at the request of the Administration for the purpose of obtaining employment or promotion.
A. A teacher may request transfer to another school by submitting a written request directly to the Associate Superintendent for Instructional Services. In evaluating such request, it will be necessary to consider:

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

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

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

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

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

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

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

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

(3) Teachers considered for transfer to new schools will be contacted personally by a member of the Division of Instructional Services and given an opportunity to discuss the grade level and subject area of the new assignment.

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

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.

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.

K. If an application 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.

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.

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.

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

C. The Board agrees to notify all applicants for a promotional position of receipt of their application for said positions.

ARTICLE XVI
Protection of Teachers

A. Parent-Teacher conferences are desirable and encouraged. Parents desiring conferences with teachers shall make requests through the Building Administrator. Upon granting such request the administrator shall arrange that such conference shall be scheduled when the teacher is not supervising pupils.

If this is not possible, appropriate relief shall be provided for the teacher.

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

B. The Board hereby assures teachers that it shall use its full support behind the procedures and policies herein after recommended and adopted by the Board in matters of discipline.

The Board and teachers recognize a mutual responsibility for the enforcement of such policies. It is recognized and agreed that there is a continuing need to review discipline policies and procedures, and to that end the parties agree to appoint a specific professional study committee to study such policies as provided in Article XX hereof.

C. Any case of assault on a teacher shall be promptly reported by the teacher to the principal who shall immediately notify the Division Head. All legal assistance shall be provided to the teacher through the office of the Corporation Counsel in connection with the handling of the incident with law enforcement and judicial authorities.

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

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

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

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

ARTICLE XVII
Teacher Liability

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.

ARTICLE XVIII
Discipline Policy

A. The current Board of Education policy on pupil behavior, Student Code of Conduct and Procedure for Suspension of Pupils are adopted herein with the following understanding:

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

B. Assault and Menace

Sole authority within a school to suspend pupils rests with the principal. Upon the menace or assault (as defined in the New York State Penal Law) of a teacher by a pupil, the teacher shall submit a sworn affidavit outlining the facts and circumstances to the Principal and to the Federation. Upon receipt of the affidavit, the principal shall immediately suspend the pupil and request a formal suspension. No such pupil shall be returned to the same classroom against the desire of the
Each teacher is required to maintain appropriate pupil behavior in the classroom, so that the objectives of training for self-discipline and individual responsibility may be realized, and a favorable climate for learning may exist. To this end, the teacher knows the value of careful planning, good organization and thorough preparation for teaching the lesson.

(2) When a pupil exhibits any marked deviation from good behavior, the teacher uses the techniques most appropriate to the occasion to correct and instruct the pupil in the proper mode of conduct. Recognizing that deviate behavior is sometimes a symptom of serious maladjustment, the teacher seeks the cause of the difficulty. When, in spite of the teacher's best efforts at correction, a pupil continues to misbehave, the teacher refers the case to the principal for advice and assistance.

(3) The principal makes every reasonable effort to help the pupil adjust properly, using to good advantage the principal's broad knowledge and experience in child growth and development. Depending on the nature of the case, the principal may discipline the pupil directly in relation to the offense, may call in the parents for a conference, may refer the case for the attention of a psychologist or school social worker, may suspend the pupil, or may use a combination of these procedures — as well as other techniques — in accordance with the principal's best judgment.

(4) Regardless of the cause of any pupil difficulty, no teacher or class is ever required to tolerate any act of gross misconduct, including flagrant discourtesy, abusive and vile language, acts of violence, and deliberate insubordination. The teacher has the right to remove any pupil whose behavior repeatedly disrupts the learning atmosphere of the class. The pupil shall not be readmitted until the teacher has conferred with the principal or assistant principal involved. The pupil shall not be returned to the same class until the teacher and administrator have 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.
(4) The Professional Council shall be convened in order to determine a procedure by which changes in curriculum shall be implemented. The committee is charged with resolving problems concerning notification of changes, planning time, in-service training, and other matters which will facilitate the changes.

(5) The Professional Council shall be convened within 30 days of the ratification of this agreement for the purpose of developing a mentoring program for new teachers. They shall report the results of their deliberations no later than 120 days from the initial meeting.

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

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

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

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

To the extent possible, the Federation shall, two (2) days prior to the scheduled meeting, submit to the Associate Superintendent for Instructional Services, a written agenda which shall include a listing of any complaints or alleged violations.

To the extent possible, the Associate Superintendent for Instructional Services shall, within two (2) days after the implementation meeting respond, in writing, to each of the items listed on the agenda.

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

G. Teachers will be represented on interview teams for the purpose of establishing eligibility lists for the position of Assistant Principals. The Federation will submit a list of candidates for members of such interviewing teams, from which a member may be selected.

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
Council shall study and make recommendations related to the development of an Institute of Life and History. Such recommendations shall be made by January 15, 1974.

**ARTICLE XXIII**

**Special Area Teachers**

A. Pupil Personnel Services

(1) A committee of Pupil Personnel shall be established to develop an instrument and procedure for evaluation of such individuals.

(2) The School Psychologists and School Social Workers shall be provided with the service of one additional secretary at School 26.

(3) Recording devices shall be made available to all Psychologists, School Social Workers and Attendance Teachers.

(4) There shall be Department Chairpersons for the Psychologists, Attendance Teachers and School Social Workers. These Chairpersons shall be assigned a reduced work load consisting of four (4) normal duty days but without the salary differential specified in Article XXV, B, (17).

(5) The Board shall immediately upon the opening of school, survey each school as to the possibility of providing psychologists, school social workers, guidance counselors and attendance teachers with unencumbered telephones in all schools. Every effort will be made by the Board to implement this concept.

(6) A centralized library of professional publications shall be established in the Central Office and materials available made known and accessible to the members of the Pupil Personnel Section.

(7) Whenever possible, caseloads for Counselors, School Social Workers, Psychologists and Attendance Teachers shall be maintained at the State recommended ratios.

(8) School Social Workers may elect to spend the final week of the school year in the Central Office for purposes of completing case records.

(9) Attendance Teachers shall not be assigned non-attendance duties.

(10) The Central Office shall not schedule record check after 2:30 P.M. for middle, junior and senior high school Attendance Teachers, nor after 3:00 P.M. for elementary school Attendance Teachers.

(11) The Board shall assume the bi-annual Commissioner of Deeds registration fee for attendance teachers.

(12) If the Board provides free parking near City Hall for any of its employees, it shall provide it for all employees, on a first come, first serve basis.

B. Library-Media Specialists

(1) The Board shall continue to implement the Five (5) Year Plan for the extension of library service to all elementary and high schools.

(2) Where scheduling permits the library period shall not be considered a preparation period for classroom teachers.

(3) A Library Media Specialist should be a resource person for every individual in the school and should have the freedom to move away from the library when such specialist deems necessary if a class, teacher, other groups, or individuals are not present in the library area.

(4) The schedule of the library shall be made out after a joint conference between the Library Media Specialist and the Administrator in charge of scheduling.

C. Vocational-Technical Teachers

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

D. Buffalo Alternative High School

(1) The purpose and role of Buffalo Alternative High School shall be clearly defined.

(2) Specific regulations regarding students entering and leaving Buffalo Alternative High School shall be established and made known to all.

(3) Teachers shall be assigned to the school on a permanent basis.

(4) Class size maximum shall be 10 except for physical education classes which shall not exceed 30.

(5) The School shall be staffed with a full-time reading teacher and guidance counselor. Social worker,
psychologist, and attendance services shall be maintained at adequate levels of service.

E. Speech Therapists

(1) A Department Chairperson shall be elected for the Speech Therapists. The Chairperson shall be assigned a reduced work load, but without the salary differential specified in Article XXV, B. (17).

(2) A centralized library of appropriate professional materials shall be maintained in the Central Office for the Speech Therapists.

(3) At the beginning of each school year and before beginning a regular weekly schedule, Speech Therapists may elect to spend one day in each of their assigned schools to survey pupil needs. If a speech therapist finds that one day is not sufficient additional time may be used subject to the approval of the Board.

F. Teachers of the Mentally Retarded

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

G. Reading Specialists

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

H. Miscellaneous

(1) The Board shall continue to expand the program of intensified instruction.

(2) Special area teachers shall, at their discretion, and with the approval of their special area supervisors or directors, be free to attend in-service sessions in whatever schools that have programs most significant to their professional area.

I. Education for All Handicapped Children Act

By first using the resources available in the school and other resources if deemed necessary and authorized by the District, the district shall provide planning time for teachers to complete the Individualized Education Plan (IEP) forms. It is understood that such planning time may be full or half days of released time when classes are otherwise in session. When the Committee on Special Education meets to review the case of a referred child, the referring teacher will be sent notice of the meeting. By first using the resources available in the school and other resources if deemed necessary and authorized by 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 aids are to be used for the purpose of providing the preparation 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.
### Professional Compensation

#### ARTICLE XXV

A. Salary Schedules

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

1. **Salary Schedule:**
   - First Year
   - Second Year
   - Second Year - Elementary
   - Second Year - Middle School
   - Second Year - High School
   - Second Year - Special Education

2. **Rate Per Hour:**
   - Effective July 1, 1999
   - Effective July 1, 2000
   - Effective July 1, 2001
   - Effective July 1, 2002
   - Effective July 1, 2003
   - Effective July 1, 2004

3. **Position:**
   - Teachers
   - Employees

4. **Rate Per Hour:**
   - Effective July 1, 1999
   - Effective July 1, 2000
   - Effective July 1, 2001
   - Effective July 1, 2002
   - Effective July 1, 2003
   - Effective July 1, 2004

5. **Note:** Each salary increase is effective July 1 of the year shown, except where otherwise noted.

6. **Rate Per Hour:**
   - Effective July 1, 1999
   - Effective July 1, 2000
   - Effective July 1, 2001
   - Effective July 1, 2002
   - Effective July 1, 2003
   - Effective July 1, 2004

7. **Rate Per Hour:**
   - Effective July 1, 1999
   - Effective July 1, 2000
   - Effective July 1, 2001
   - Effective July 1, 2002
   - Effective July 1, 2003
   - Effective July 1, 2004

8. **Rate Per Hour:**
   - Effective July 1, 1999
   - Effective July 1, 2000
   - Effective July 1, 2001
   - Effective July 1, 2002
   - Effective July 1, 2003
   - Effective July 1, 2004

9. **Rate Per Hour:**
   - Effective July 1, 1999
   - Effective July 1, 2000
   - Effective July 1, 2001
   - Effective July 1, 2002
   - Effective July 1, 2003
   - Effective July 1, 2004

10. **Rate Per Hour:**
    - Effective July 1, 1999
    - Effective July 1, 2000
    - Effective July 1, 2001
    - Effective July 1, 2002
    - Effective July 1, 2003
    - Effective July 1, 2004

11. **Rate Per Hour:**
    - Effective July 1, 1999
    - Effective July 1, 2000
    - Effective July 1, 2001
    - Effective July 1, 2002
    - Effective July 1, 2003
    - Effective July 1, 2004

12. **Rate Per Hour:**
    - Effective July 1, 1999
    - Effective July 1, 2000
    - Effective July 1, 2001
    - Effective July 1, 2002
    - Effective July 1, 2003
    - Effective July 1, 2004

13. **Rate Per Hour:**
    - Effective July 1, 1999
    - Effective July 1, 2000
    - Effective July 1, 2001
    - Effective July 1, 2002
    - Effective July 1, 2003
    - Effective July 1, 2004

14. **Rate Per Hour:**
    - Effective July 1, 1999
    - Effective July 1, 2000
    - Effective July 1, 2001
    - Effective July 1, 2002
    - Effective July 1, 2003
    - Effective July 1, 2004

15. **Rate Per Hour:**
    - Effective July 1, 1999
    - Effective July 1, 2000
    - Effective July 1, 2001
    - Effective July 1, 2002
    - Effective July 1, 2003
    - Effective July 1, 2004

16. **Rate Per Hour:**
    - Effective July 1, 1999
    - Effective July 1, 2000
    - Effective July 1, 2001
    - Effective July 1, 2002
    - Effective July 1, 2003
    - Effective July 1, 2004

17. **Rate Per Hour:**
    - Effective July 1, 1999
    - Effective July 1, 2000
    - Effective July 1, 2001
    - Effective July 1, 2002
    - Effective July 1, 2003
    - Effective July 1, 2004

18. **Rate Per Hour:**
    - Effective July 1, 1999
    - Effective July 1, 2000
    - Effective July 1, 2001
    - Effective July 1, 2002
    - Effective July 1, 2003
    - Effective July 1, 2004

19. **Rate Per Hour:**
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    - Effective July 1, 2000
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    - Effective July 1, 2003
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20. **Rate Per Hour:**
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    - Effective July 1, 2000
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    - Effective July 1, 2004

21. **Rate Per Hour:**
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    - Effective July 1, 2000
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    - Effective July 1, 2004

22. **Rate Per Hour:**
    - Effective July 1, 1999
    - Effective July 1, 2000
    - Effective July 1, 2001
    - Effective July 1, 2002
    - Effective July 1, 2003
    - Effective July 1, 2004

23. **Rate Per Hour:**
    - Effective July 1, 1999
    - Effective July 1, 2000
    - Effective July 1, 2001
    - Effective July 1, 2002
    - Effective July 1, 2003
    - Effective July 1, 2004

24. **Rate Per Hour:**
    - Effective July 1, 1999
    - Effective July 1, 2000
    - Effective July 1, 2001
    - Effective July 1, 2002
    - Effective July 1, 2003
    - Effective July 1, 2004

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(Note: Midyear dates shown with an asterisk indicate the first day of the second semester.)
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<table>
<thead>
<tr>
<th>Rate Per Hour</th>
<th>Rate Per Hour</th>
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<tbody>
<tr>
<td>Stadium Supervision</td>
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<tr>
<td>Billiard Game Supervisor</td>
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<tr>
<td>School Meet Official</td>
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<td>1st Academic Coach</td>
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<tr>
<td>2nd Academic Coach</td>
<td>22.72</td>
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<tr>
<td>Music Coach</td>
<td>22.72</td>
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<tr>
<td>Drama Coach</td>
<td>22.72</td>
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<tr>
<td>Club Advisor (per club)</td>
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<tr>
<td>Physical Education Coach</td>
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<td>Dietetic Coach</td>
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<tr>
<td>Library Media Advisor</td>
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<tr>
<td>School Paper Advisor</td>
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<tr>
<td>Yeadon Park Advisor</td>
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<tr>
<td>Director of Athletics</td>
<td>22.72</td>
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</tbody>
</table>

Other Extra-Curricular Activities

(9) School Day

(10) Homeroom Advisor

(11) School Day

(12) Additional Duties for Approved Services Listed after the Close of the Regular

(13) Leadership Coaches

(14) Public School Athletic

(15) Other Extra-Curricular Activities
<table>
<thead>
<tr>
<th>Adult Education Position</th>
<th>Effective Rate 17/18</th>
<th>Rate Per Hour 7/09</th>
<th>Effective Rate 17/18</th>
<th>Rate Per Hour 7/09</th>
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<tbody>
<tr>
<td>Teacher</td>
<td>2%</td>
<td>1%</td>
<td>1.30%</td>
<td></td>
</tr>
<tr>
<td>Apprentice/Intern Training</td>
<td>24.84</td>
<td>25.08</td>
<td>25.09</td>
<td></td>
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<tr>
<td>Summer Schools</td>
<td>25.09</td>
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<td>Summer Playground</td>
<td>25.09</td>
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<tr>
<td>Adult Education (Day School)</td>
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<tr>
<td>Adult Education (Night School)</td>
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<tr>
<td>Adult Education (Self Appr/Ext)</td>
<td>25.09</td>
<td>25.09</td>
<td>25.09</td>
<td></td>
</tr>
</tbody>
</table>

If a teacher teaches 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 (1½) the applicable salary.
<table>
<thead>
<tr>
<th>Activity / Advisor / Position</th>
<th>Rate Per Session</th>
<th>Rate Per Hour</th>
<th>Effective Rate Per Hour</th>
<th>Effective Hourly Rate</th>
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<tbody>
<tr>
<td>Drama Coach</td>
<td>24.04</td>
<td>25.09</td>
<td>25.05</td>
<td>25.97</td>
</tr>
<tr>
<td>Club Advisor (Per Club)</td>
<td>271</td>
<td>277</td>
<td>274</td>
<td>286</td>
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<tr>
<td>Public Speaking Coach</td>
<td>537</td>
<td>594</td>
<td>591</td>
<td>607</td>
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<tr>
<td>Debate Coach (Per Club)</td>
<td>101</td>
<td>105</td>
<td>104</td>
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<tr>
<td>Public Speaking Advisor</td>
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<td>560</td>
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<tr>
<td>Literary Magazine Advisor</td>
<td>101</td>
<td>105</td>
<td>104</td>
<td>109</td>
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<tr>
<td>School Paper Advisor</td>
<td>101</td>
<td>105</td>
<td>104</td>
<td>109</td>
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<tr>
<td>Student Advisor (Per Club)</td>
<td>271</td>
<td>277</td>
<td>274</td>
<td>286</td>
</tr>
<tr>
<td>Math Coach</td>
<td>24.04</td>
<td>25.09</td>
<td>25.05</td>
<td>25.97</td>
</tr>
<tr>
<td>Art Teacher (Per Class)</td>
<td>24.04</td>
<td>25.09</td>
<td>25.05</td>
<td>25.97</td>
</tr>
<tr>
<td>Music Coach</td>
<td>24.04</td>
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<td>25.05</td>
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<tr>
<td>Academic Advisor</td>
<td>24.04</td>
<td>25.09</td>
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<tr>
<td>Student Coordinator</td>
<td>24.04</td>
<td>25.09</td>
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<td>24.04</td>
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</tbody>
</table>

**Saturday Morning - 6:00 A.M., Saturday Evening - 8:00 P.M.**

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**Note:** The Hourly rate for non-teaching services is 17.48.

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**Certified Staff:**

- 17.48
- 18.00
- 18.27
- 18.59
- 19.00
- 19.48
- 20.01
- 20.48
(12) Salaries of Psychologists

The beginning salary for school psychologist shall be $39,645 effective July 1, 1999. Effective July 1, 2000, this starting salary shall be increased to $40,438. Effective January 29, 2001, this starting salary shall be increased to $41,045. Effective July 1, 2001, this starting salary shall be increased to $41,866. Effective January 29, 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 29, 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 29, 2004, this starting salary shall be increased to $45,323.

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

In addition, psychologists shall receive longevity increments and differentials for approved courses of graduate hours of credit beyond the bachelor’s degree plus 30 hours and for the master’s degree and doctorate on the same basis as is provided for teachers.

(13) Salaries of Guidance Counselors

The salary schedule for guidance counselors shall be $300 above the regular teachers’ salary schedule at each step.

(14) Reading Specialists

The salary schedule for Reading Specialists shall be $300 above the regular teachers’ salary schedule at each step.

(15) Teachers Assigned to Central Office

The salary schedule for teachers assigned to the central office shall be $500 above the regular teachers’ salary schedule at each step.

(16) Demonstration Teachers

The salary schedule for demonstration teachers shall be $300 above the regular teachers’ salary schedule at each step.

(17) Helping Teachers

The salary schedule for helping teachers shall be $300 above the regular teachers’ salary schedule at each step.

(18) Department Chairpersons

The salary schedule for Department Chairpersons
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, will commence with the year in which the claim is received and will not be paid for prior years.

(b) Appropriate experience with the Peace Corps, VISTA, State Department of Education, military service dependents schools, and comparable experience shall be considered for placement on the appropriate salary step.

(c) Teachers currently employed who have not reached the maximum salary step shall be granted credit for prior experience where applicable as herein provided.

(d) A new teacher who has completed at least 100 days, but less than 160 days of continuous, full time service as a first year probationary or temporary teacher shall be given a full increment in addition to the regular increment on the September 1 following completion of the teacher’s probationary term.

(2) Military Service Credit — Satisfactory military service for salary credit may be granted up to a maximum of two (2) years. Military service shall mean active duty service with the armed forces of the United States or active duty status, in time of war, with a nation allied with the United States. A year of military service shall include a minimum of six (6) months of service and not more than one step on the salary schedule shall be considered for each year or major fraction of a year of military service. Military service of less than six (6) months when added to teaching service during the same calendar year or school year may be considered appropriate for salary increment with a minimum of one hundred sixty (160) days service. Teachers currently employed who have not reached the maximum step on the salary schedule shall be granted military service credit as herein provided.

(3) Vocational (trade) Teachers Experience — Vocational teachers, teaching shop (trade) subjects with a New York State Certificate of Qualification shall be granted a maximum of five (5) years appropriate trade experience for salary purposes and placed on the sixth step of the salary schedule upon initial employment. Teachers currently employed who have not reached
the maximum step shall be granted similar prior experience credit for salary purposes.  

(4) Longevity Pay Differential—Career increments shall be granted to full time instructional staff members of the Buffalo Board of Education at the 15th, 19th, 23rd, 27th, 31st, and 35th years of credited service for the 1983-84 school year and for the 1984-85 school year until February 1, 1985 when those increments will be granted at the 15th, 18th, 21st, 24th, 27th, 30th, 33rd and 36th year of credited service. Effective the 31st week of the 1986-87 school year these increments will be granted at the 15th, 17th, 19th, 21st, 23rd, 25th, 27th, 29th and 31st year of credited service. Effective July 1, 1997 career increments shall be granted at the 15th, 17th, 19th, 21st, 23rd, 25th, 26th, 27th and 28th year of credited service. Effective July 1, 1998 these career increments will be granted at the 15th, 17th, 19th, 21st, 23rd, 24th, 25th, 26th and 27th year of credited service.

(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 absence with increments. However, with respect to years of service rendered after school year 1980-81 and in which the teacher was paid for less than 160 days, the teacher may combine days of service rendered in two or more such years up to a total of 160 days and that may be counted as one additional year of credited service for purposes of this paragraph. A maximum of two (2) years of military service; five (5) years of credited vocational (trade) experience, and any other prior full time service with the Buffalo Board of Education shall be credited for longevity pay differential. However, teaching service rendered elsewhere and any combination of such service together with trade experience and military service credit may not exceed six (6) years for purposes of longevity.

(5) Part-time teachers shall be credited with a year of satisfactory service for salary purposes only upon completion of 160 days of such service. Part-time service shall be combined to full day equivalents. A part-time teacher means a day school teacher other than a summer school or substitute teacher, who teaches five or more half-days per week but less than a full week.

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

D. Adjustments in Schedule Placement

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

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

(a) Certified by an appropriate degree granting institution as being part of a recognized program leading to a certificate of advanced degree, or

(b) Approved by the Superintendent of Schools as directly relating to the field in which the teacher is working, or as making a reasonable contribution to the teacher's performance as a teacher.

(3) Credit for attendance at in-service courses conducted by outside agencies shall be given if the course is approved in advance by the Board of Education.

E. Temporary Change in Assignment

(1) Whenever a teacher is appointed Acting Principal for one day or more, the teacher shall be relieved of classroom duties for the period of the principal's absence. When a principal is absent for less than one day, and no substitute is provided, the teacher designated as Acting Principal shall not be expected to handle any matters coming into the principal's office other than emergency situations which require immediate attention.
(2) When a teacher is requested by an administrator and
accepts the duties temporarily of a promotional
position for more than three consecutive days, the
teacher shall suffer no loss in pay and shall be paid
at the daily rate of the position, if higher, at the incre-
ment level to which the teacher would be entitled,
if promoted, for all such consecutive days.

F. General Provisions

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

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

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

G. Participation in Extra-Curricular Activities

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

(2) If teachers accept any assignment to a school
activity beyond the regular school day listed in
Article XXV, they shall be paid in accordance with
the schedule listed therein.

H. Warrant Schedules

(1) Teachers shall be paid for one week’s salary at the end of the second week after the beginning of the school year and a full pay warrant every two weeks thereafter, in accordance with the applicable sched-
ule. 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.

(2) Extra compensation for athletic coaches will be dis-
tributed 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. Com-
pensation 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.

(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 the
working day is not more than two (2) consecutive
calendar days prior to the regularly scheduled pay-
day.

(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 insuf-
ficient time remaining in the fiscal year to give it before
making the deduction.

(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
be the maximum time and every effort shall be made to expedite the issuance of a replacement check.

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

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

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.

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

(vi) Coverage will commence with a Teacher's first day of employment by the District unless the teacher waives coverage in writing.

(b) The Plan will provide benefits at least equal to 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:

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) (54), 25 (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, Fx Rider P $5/$10 + mail order, Fx Rider 8 $5/$10 + mail order.

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

(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.

(ii) There shall be no break in coverage.

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

(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 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 proportionally 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 XVII.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,
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.

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

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.

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

(10) 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.

(11) 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.

(12) 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.

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

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

D. All medical examinations and tests related to application requirements for new teachers shall be paid for by the Board, provided that with the approval of the board, teachers may be examined by their own physician at their own expense. Such approval, however, shall not prevent the Board from requiring medical examinations and/or tests by a physician of its own choosing, nor shall such approval prevent the Board from having the results of the examinations and/or tests conducted by the teacher's own physician reviewed by a physician retained by the Board. These provisions shall also apply to teachers seeking a change of position within the system. Standard immunization shall be provided free for all teachers by the Board. Nothing herein contained shall be construed to prevent the Board from exercising the rights granted to it under Section 1013 of the Education Law to require medical examinations of teaching personnel in order to determine the physical or mental capacity of teachers to perform their duties. The cost of such examination shall be borne by the Board of Education.

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

F. Termination Compensation

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

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

(2) Teachers with five (5) or more consecutive years of
service who leave employment with the Board
through termination, resignation, or death shall
receive, (or their estate shall receive) a payment equal
to the product of ten (10) percent, the number of days
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 follow-
ing 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 Supple-
mental 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.

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 re-
ponsibility 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
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.

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 65th birthday before the effective date
of retirement.

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

<table>
<thead>
<tr>
<th>Age at Application Date</th>
<th>Percentage Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>55 years</td>
<td>80%</td>
</tr>
<tr>
<td>56 years</td>
<td>75%</td>
</tr>
<tr>
<td>57 years</td>
<td>70%</td>
</tr>
</tbody>
</table>

J. Direct Deposit Banking Program

The Board agrees to provide teachers with the option of par-
icipating 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.

K. BTF Extended Pay Plan

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

L. Credit Union Authorization

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

M. Federation as Disbursal Agent

The Federation shall become the disbursal agent for the
Board of Education payroll deductions with respect
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.

(iii) 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.

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.

ARTICLE XXVI (2)
Employee Benefits
(Effective October 1, 2000)

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 Univera-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 construction 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.

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

(vi) Coverage will commence with a Teacher's first day of employment by the District unless the teacher waives coverage in writing.

(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:

Standard hospitalization 42/43 with Rider 8 (dependent 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 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 9 $5/$10 + mail order.

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

(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.

(ii) There shall be no break in coverage.

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

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

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

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

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

   If an individual participating in the waiver program elects to enroll in the District's health care program, the amount of the incentive will be proportionally reduced ($100 per month) based on the number of months the individual participated in the District's waiver program, eligibility for the incentive will cease, and the employee will be enrolled in the District's health care program of his/her choice with any administrative expenses incurred reimbursed by the Board.

b. Eligibility: Only full time employees who are eligible in one of the District's Health Care Plans and who can produce documentation which certifies that they have coverage for health care expenses through another source are eligible to participate in the waiver incentive program.

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

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

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

d. Participation in the Health Care Waiver Pool:

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

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

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

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

<table>
<thead>
<tr>
<th>Each Single Coverage</th>
<th>Family Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quarterly</td>
<td>Annual</td>
</tr>
<tr>
<td>$82.50</td>
<td>$330</td>
</tr>
<tr>
<td>$155.00</td>
<td>$660</td>
</tr>
<tr>
<td>$98.75</td>
<td>$395</td>
</tr>
<tr>
<td>$197.50</td>
<td>$790</td>
</tr>
<tr>
<td>$118.75</td>
<td>$475</td>
</tr>
<tr>
<td>$237.50</td>
<td>$950</td>
</tr>
</tbody>
</table>

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
worked provided that the insurance carrier permits
this to be done. Should the carrier change either ben-
fits or rates, this matter of coverage for part-time
teachers will be discussed with the Federation.
C. Tax Sheltered Annuities — Teachers may participate in
the tax sheltered annuities program. The cost of administering
the program shall be borne by the Board.
D. All medical examinations and tests related to application
requirements for new teachers shall be paid for by the Board,
provided that with the approval of the board, teachers may be
examined by their own physician at their own expense. Such
approval, however, shall not prevent the Board from requir-
ing medical examinations and/or tests by a physician of its own
choosing, nor shall such approval prevent the Board from hav-
ing the results of the examinations and/or tests conducted by
the teacher's own physician reviewed by a physician retained
by the Board. These provisions shall also apply to teachers
seeking a change of position within the system. Standard immu-
unization shall be provided free for all teachers by the Board.
Nothing herein contained shall be construed to prevent the
Board from exercising the rights granted to it under Section
913 of the Education Law to require medical examinations of
teaching personnel in order to determine the physical or mental
capacity of teachers to perform their duties. The cost of
such examination shall be borne by the Board of Education.
E. Property Insurance — To an extent not covered by insur-
ance the Board shall provide reimbursement for the repair or
value of clothing and personal effects, including automobiles,
damaged or destroyed, while parked on or in the vicinity of the
school premises when and where it is not possible to park them
on school premises, during the course of or as an incident to
employment provided such loss is not caused by negligence
of the claimant. The Board shall be responsible in such cases
only for the cost of damage in excess of $50. Each such claim
shall be supported by a sworn affidavit by the teacher attesting
to the facts and to any insurance coverage.
F. Termination Compensation
(1) Teachers with less than ten (10) years of service who
leave employment with the Board through retirement
shall receive a payment equal to the product of 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 separa-
tion 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 follow-
ing 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 pro-
cedure 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 Sep-
tember 1 of the same calendar year shall receive an Early
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.

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.

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.

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

<table>
<thead>
<tr>
<th>Age at Application Date</th>
<th>Percentage Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>55 years</td>
<td>80%</td>
</tr>
<tr>
<td>56 years</td>
<td>75%</td>
</tr>
<tr>
<td>57 years</td>
<td>70%</td>
</tr>
</tbody>
</table>

Effective 7/1/2001, 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.

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

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Age at Application Date</th>
<th>Percentage Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/1/2001</td>
<td>55-57</td>
<td>75%</td>
</tr>
<tr>
<td>7/1/2002</td>
<td>55-57</td>
<td>72.5%</td>
</tr>
<tr>
<td>7/1/2003</td>
<td>55-57</td>
<td>70%</td>
</tr>
</tbody>
</table>

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.

J. Direct Deposit Banking Program

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.

K. BTF Extended Pay Plan

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

L. Credit Union Authorization

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

M. Federation as Disbursal Agent

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.

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.

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.

ARTICLE XXVII

Medical and Dependent Care Spending Accounts

"SECTION 125 OF THE INTERNAL REVENUE CODE PLAN"

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

ARTICLE XXVIII

Sick Leave

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

(1) For personal illness (as negotiated and signed by the Federation and Board on November 8, 1996).
(a) For personnel employed on a ten month schedule, twelve (12) days per school year with full pay shall be provided. The total unused portion of the annual sick days allowance shall be permitted to accumulate up to two hundred twenty (220) days subject to the extensions provided for below.

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

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

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

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

(f) The principal or Division Head or Superintendent may require a doctor's statement at any time in the case of absence on account of illness.

(2) For Illness in the Immediate Family — The utilization of sick time allowance for illness in the immediate family is authorized provided that the use of sick time allowance for this purpose shall in no case exceed ten (10) days. The use of time for this purpose shall be charged against accumulated sick time allowance of the individual. Immediate family, for purposes of these regulations, 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.

B. Temporary Teachers — Temporary teachers appointed by the Board for periods of service not to exceed one (1) year, shall 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
from their last pay warrant any pay received for unused sick time that is unearned.

(3) The provisions of this paragraph shall not apply to the initial year of employment. In such cases the teacher shall be credited with such annual sick leave prospectively upon reporting for service.

ARTICLE XXIX
Personal Leave

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

(1) Personal leave taken pursuant to this paragraph shall not be deducted from accumulated sick time allowance. When a teacher has exhausted his sick time allowance, his unused personal leave days, if any, may be converted to sick leave. Personal leave days remaining unused at the end of the fiscal year shall be added to the teacher's sick leave accumulation on July 1st.

(2) Personal leave may not be taken on the day before or the day after a holiday unless a request, specifying the reason, is made and approved.

(3) For days other than those specified above, the teacher shall sign a statement certifying that such personal leave is being taken to conduct urgent personal business which cannot be performed during non-school hours. Temporary teachers assigned for less than full time, but half time or more, shall be allowed pro-rata personal leave benefits based on the amount of time worked and the leave provided in paragraph A above.

(4) The above shall not preclude the granting of personal leave without pay where conditions do not warrant leave with pay.

(5) Whenever possible, advance notice of forty-eight (48) hours shall be given before the use of a personal day.

B. Funeral of Friend or Relative — Other than the immediate family, with the approval of the Superintendent or a designee, not to exceed two (2) days at full pay for each school year to be used as personal leave. If no personal leave is available, 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.

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.

ARTICLE XXX
Leaves of Absence

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.

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

(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:

(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.

(b) Leave for Travel — Leaves for travel may be granted for the following reasons:

(1) Travel conducted by an accredited institution of higher learning for which course credit is granted by the institution.

(2) Travel planned cooperatively with the Superintendent of Schools, 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.

(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.

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.

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 to not 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. 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.

D. Maternity Leave — An employee who becomes pregnant may 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.

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. 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.

F. Adopted Child — A leave of absence without pay may be granted to care for an adopted child as follows: If the child is
less than one (1) year old at the time of adoption, said leave
shall not exceed two (2) years; otherwise such leave shall not
exceed one (1) year. Upon application of the employee, an
extension of such leave may be granted for a period not to
exceed one (1) year. In the case of a teacher, the Superinten-
dent is authorized to adjust the date of return from such leave
to coincide with the beginning of a school term. In all cases
where a leave to care for an adopted child has been granted,
employees shall notify the Superintendent in writing, at least
one (1) month prior to termination of such leave, of their inten-
tion to return, resign or to apply for an extension of leave.

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

H. One leave of absence without pay for a period of not more
than one (1) year may be granted, upon application, to con-
tact teachers for the purpose of accompanying their spouse
who have been relocated to another community.

Teachers shall not accrue any increment or other benefits for
the period of such leave.

i. Permanent teachers who have completed ten years of
service within the system or have the equivalent as defined in
Article XXV shall be eligible to apply for and receive leaves of
absence without pay of up to two years. Leaves granted under
this provision shall be taken in units of not less than a full school
year and shall begin on September 1 of the first year and
terminate on June 30 of the final year.

Leaves of absence granted under this provision shall not be
counted for increment purposes or towards years of service
and the persons on leave shall not be entitled to receive or
accrue salary or employee benefits from the Board of Educa-
tion while on leave.

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

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

ARTICLE XXXI
Authorized Absences for Special Conditions

Authorized absence may be granted to temporary, 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.

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

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.

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.

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 atten-
dance for a half of a working day. Absence for part of a working
day shall be subject to the general rules for absences, the de-
duction, 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.

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

(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 elec-
tion for public election.

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

(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. How-
ever, 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.
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 the course of duties 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 law 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, 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 com-
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)
A. The Board of Education shall provide for all employees covered by this agreement under the Workers' Compensation Law of New York State.

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

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

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

In work related injuries/illness other than those described above, the Board will continue to pay the teacher's regular pay and benefits for the period involved to a maximum of two (2) years (24 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 the 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 XXXV
Sabbatical Leave

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.

B. Policy on Sabbatical Leaves
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:

(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:

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

(b) Educational objectives leading to the improvement of the practice of instruction will be given the highest priority. In cases where applications for sabbatical leaves of absence exceed the number authorized,
precedence in granting such leaves shall be based on the significance of the educational objectives for which the leave is requested and on seniority of service in the Buffalo Public Schools.

(c) Staff members on sabbatical leave of absence shall receive full salary for a semester leave of absence or one-half salary for a two semester leave of absence. Such salary shall be subject to all regular payroll deductions.

(d) Applicants for a sabbatical leave of absence must include with their application a written agreement to remain in the employ of the Board for one year, such time to begin immediately upon the expiration of such leave, or in the case of resignation, to refund to the Board such portion of the salary paid during the leave of absence as the unexpired portion of the year shall bear to said period.

(e) The period of leave of absence shall count as regular service for the purpose of salary increment, retirement, life insurance coverage, and health insurance coverage and shall not count for the purpose of accumulating sick leave entitlement. A person on sabbatical leave of absence shall not be entitled to sick leave or other paid leave during such sabbatical.

(f) Personnel shall not be eligible for another sabbatical leave until seven years of credited service with the Buffalo Public Schools shall have expired following reinstatement from a prior sabbatical leave.

(2) Applications for sabbatical leaves of absence shall be submitted in writing to the Superintendent of Schools not later than March 1 for leaves starting at the beginning of a school year or not later than October 1 for leaves starting at the beginning of the second semester. Applications must contain a statement of the definite purpose for which the leave of absence is desired. In case of sabbatical leave for study, this statement must include the institution at which the individual is to study and the courses to be pursued either leading to an advanced degree or in the pursuit of an educational objective or research study. In cases of sabbatical leave for travel, a plan of travels must be submitted with justification of the educational objectives to be gained in support of the person's area of professional interest.

(3) A committee, composed of three members appointed by the Superintendent and three members appointed by the Federation, shall review applications for sabbatical leaves and make recommendations to the Superintendent of Schools. The decision of the Superintendent shall be final.

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

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

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

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

ARTICLE XXXVI
General Leave Provisions

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

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

C. Permanent or probationary teachers returning from leaves of absence shall be given the same or similar positions upon returning provided they are entitled to such position in accordance with their seniority in their tenured area.

D. Teachers who apply for leaves without pay for any purpose shall be provided with a written statement of accredited service accumulated during that school year for increment purposes at a date prior to the effective date of the leave.
ARTICLE XXXVII
Maintenance of Benefits

A. All terms and conditions of employment, including teaching hours, extra compensation for work outside regular teaching hours, relief periods, leaves, and general working conditions, shall be maintained at not less than the highest minimum standards in effect in the system at the time this Contract is signed, provided that such conditions shall be improved for the benefit of teachers as required by the express provisions of this Contract. This Contract shall not be interpreted or applied to deprive teachers of professional advantages which constitute terms and conditions of employment heretofore enjoyed unless expressly stated herein.

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

ARTICLE XXXVIII
Subcontracting

The Board shall not hire individuals to perform instructional work presently performed by members of the teacher's bargaining unit without the express written consent of the Federation. Buffalo Public School students and their families may be provided with family therapy, psychiatric counseling, medication evaluation and other social services that are not being performed by Buffalo Public School personnel. In conformance with the above, it is agreed that in no case will non-bargaining unit individuals perform bargaining unit work.

ARTICLE XXXIX
Miscellaneous

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

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

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

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

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

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

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

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

ARTICLE XL
Agency Shop and Financial Responsibility

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

2. Deduction of this agency fee provided for in Section 1 of this Article shall be made, consistent with the dues deduction schedule of this Agreement. The Board agrees to furnish the
Federation with an alphabetical listing showing the names of all employees from whose salary such fees have been deducted. Deductions for employees in the unit who are hired after October 1 of any school year shall be appropriately prorated so as to complete deduction of the annual agency fee by the end of each school year.

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

ARTICLE XLII
Conformity to Law — Saving Clause

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

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

ARTICLE XLII
Duration of Contract

This agreement shall be effective July 1, 1999 and shall continue in full force and effect through June 30, 2004. The Agreement is subject to formal adoption by the Board at a meeting of the Board to be held as soon as possible. This agreement is also subject to ratification by the membership of the Federation. The negotiating committee of the Federation agrees to recommend such ratification.

IN WITNESS of this Agreement dated October 19, 2000, the parties hereinto set their hands and seals this 19th day of October, 2000. 
This salary schedule reflects 2% increase over July 1, 1999.

APPENDIX B

The following tables are used by the parties in computing the salary schedule for the numerical sequence of 5th through 8th days of each week.

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1999-2000 Salary Schedule—Effective July 1, 1999

APPENDIX A
The salary schedule reflects a 3.9% increase over January 2, 2001.

Appendix A

The following provides the values in parentheses the salary schedule that are the minimum, median, and average of the last three years. The actual values may vary based on individual performance and achievement.

### 1999-2000 Salary Schedule - Effective January 2, 2000

<table>
<thead>
<tr>
<th>Position</th>
<th>Minimum</th>
<th>Median</th>
<th>Average</th>
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</thead>
<tbody>
<tr>
<td>Administrative</td>
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<td>Assistant</td>
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<tr>
<td>Professor</td>
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</tbody>
</table>

The actual values may vary based on individual performance and achievement.

Appendix C

The salary schedule reflects a 1.5% increase over June 1, 2000.
The numbers printed by the printer in completing the salary schedule will be the numerical equivalent of the grades under 'C' and above.

NOTE: A percent indicates the first day of the second semester.

The salary schedule reflects a 2% increase for January 2002.

**A P P E N D I X**

The numbers printed by the printer in completing the salary schedule will be the numerical equivalent of the grades under 'C' and above.

NOTE: A percent indicates the first day of the second semester.

The salary schedule reflects a 2% increase for January 2002.

**A P P E N D I X**
### Appendix H

**NOTE:** Above indicates the first day of the second semester.

The schedule reflects a 1% increase over January 2003.

2002-2003 SALARY SCHEDULE - Effective April 1, 2003

<table>
<thead>
<tr>
<th>Grade Level</th>
<th>Salary</th>
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<td>1.00</td>
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<td>6.50</td>
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</table>

**NOTE:** Above indicates the first day of the second semester.

The salary schedule reflects a 1% increase over July 1, 2002.

2002-2003 SALARY SCHEDULE - Effective January 2003

**Appendix G**
APPENDIX J
Sabbatical Leave

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

---

Note: After 1 Jan/2004, the schedule reflects a 3.75% increase over July 1, 2003.

This schedule applies to a 15-month period.

The following is a list of the changes in salary increases for the 2003-2004 academic year:

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<tr>
<th>Faculty</th>
<th>Increase</th>
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INCENTIVE: GRAD. CREDIT - 100/104 (per year in units of 10 hours) MASTERS = 104, DR = 237. LONG-TERM INCENTIVE = 915

The rounding practice used by the parties in computing the salary increases will be the universal concept of 5 up and under 5 down.
APPENDIX K
Class Size

The Buffalo Teachers Federation and the District, recognizing
the educational value of class size limitations, but mindful of
the Board of Education's financial dependency on the City of
Buffalo, hereby agree for the life of this contract:
1. The class limitations shall not exceed 33 for the primary
   grades and 35 for Grades 4-6.
2. That the class size limitation for regular secondary class
   loads shall be 170.

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

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

\[
\text{Affected teachers' Annual Salary/200 days} \times \frac{\text{Salary per Student}}{\text{Applicable Maximum Class Size Limit}} (\text{Article IX C})
\]

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

= Amount owed to teacher.
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