

RE: District Settlement Proposal-City Honors Non-Teaching Duty Arbitration

April 30, 2018

Whereas: Through this proposal, the District is attempting to create exceptional working conditions for teachers at City Honors that directly address the concerns raised in grievance 10-004 which includes greater preparation time and an arrangement that allows the size of the teacher workforce at City Honors to be maximized for the benefit of students and teachers alike.

Therefore, this offer is made in good faith in an attempt to resolve this matter.

1. District agrees non-instructional non-teaching duties will be capped at one (1).
2. All teachers will remain outside classroom doors, or otherwise assigned, after student dismissal for five (5) minutes. Following this, all remaining time in the contractual work day (currently twenty minutes) will be reserved for teacher "office hours" and will be duty free. Teachers must be at their assigned classroom and accessible to students for consultation but will not be directed to supervise or instruct students. Once a week each teacher will serve an extended dismissal post until the end of the contractual workday to ensure the building is adequately supervised while students depart.
3. The district agrees to direct the principal to work with the building committee to adopt a new daily bell schedule for the 18-19 school year restructured by a period which provides teachers with two (2) preparation periods and one (1), 30 minute, lunch per day. As is outlined in the Contract, the building committee and principal will negotiate finer details of this re-structured daily schedule.
 - a. In the event a new schedule is adopted, it will encompass a reduction in student lunch periods from 45 to 30 minutes to minimize length of this duty for teachers supervising lunch.
 - b. The District commits that the length of the workday for teachers will not be affected by this restructured schedule.
 - c. In the event a new schedule is adopted, the District agrees to assign no more than two days/periods per cycle of "common planning" for

teachers at City Honors in an effort to create more independent teacher prep time.

- d. In the event a new schedule is adopted, fifth and sixth grade teachers would not be required to perform non-instructional, non-teaching duties in lieu of teaching an elementary schedule as is the practice for all other grade five and six teachers in the District and at other grade 5-12 configured buildings.
4. As with all BPS buildings, teachers will perform non-instructional non-teaching duties as designated by the school administration moving forward in accordance with this agreement.
5. District agrees to no teacher reductions in force at this time.
6. A onetime payment of \$1100.00¹ per year for current and active teachers at City Honors that performed non-instructional non-teaching duties between the 2010-2011 and 2016-2017 school years. Non-instructional non-teaching duties do not include morning arrival and afternoon dismissal times. Payment will be made to teachers within 30 days of the execution of the MOU between the parties. The MOU is subject to approval by the Buffalo Board of Education. As with all other Buffalo Schools, no additional compensation will be provided to teachers for participation in non-instructional duties in future school years.
7. BTF agrees to withdraw Grievance 10-004 and any litigation related to the implementation of the Bantle decision related to grievance 10-004. BTF also agrees to withdraw the legal action currently pending before Judge Diane Devlin and grievance 17-072.
8. This agreement is made by the parties solely and only for the purpose of compromising and settling the matters involved, and is expressly understood and agreed, as a condition of this Agreement, that neither this Agreement nor any part thereof, shall constitute or be construed to be a precedent or prejudicial to the respective positions of the Federation or the District regarding other matters.

The district requests a vote of the faculty at City Honors on this MOU within three days of this proposal.

¹ The value of the proposal as presented on January 23, 2018 is \$388,000. The estimated cost of this proposal is \$426,800, representing an increase of \$38,800.

