

The following is the Buffalo Teachers Federation's/City Honors School Negotiating Team's response to the District's January 23, 2018 Proposal.

WHEREAS: The BTF/City Honors School negotiating team made a good faith effort to reach a settlement relating to the District's concerns resulting from the recent City Honors Arbitration award relieving City Honors teachers of non-teaching duties, that they were not previously required to perform, the elimination of which provides more time for student support; and,

WHEREAS: The non-teaching duties listed below in our January 12, 2018 response to District (January 4, 2018) #1 & 4 contradict, repudiate, and make a mockery of the District's own statement in its January 23, 2018 proposal stating that non-teaching duties should "**connect teachers in important ways with students away from tests, lectures and the classroom, and positively bolster the culture and climate of the school**", emphasis added; and,

BTF/City Honors Response to District 1, 4

The following non-teaching duties are duties that subtract from time that teachers could be utilizing to assist students and, in most cases, are unnecessary. As such, teachers should not be assigned to the following duties:

1. Supply/Copy Machine Duty - During their 45-minute duty, teachers are to use the forty-five minutes to fill supply orders and replenish the supply of copy machine paper. Previously performed by one teacher aide. Now assigned to three teachers.
2. Bathroom Sweep - During their 45-minute duty, teachers are assigned to enter and patrol student lavatories during this 45-minute assignment. Newly created by the Principal.
3. Physical Education Locker Room Duty - During their 45-minute duty, each period, a teacher is assigned to sit in front of the locker room. Newly created by the Principal.
4. Recycling Duty - During each 45-minute duty, a teacher is assigned to collect cans and bottles for recycling. Newly created by the Principal.
5. Hall Sweeps - During their 45-minute duty, teachers are assigned to monitor each floor.

Note: There are security cameras on each floor that are monitored by security office and Main office. Newly created by the Principal.

6. Professional Growth System (PGS) - During their 45-minute duty, assigned teachers are required to input other teachers' credit bearing time into the PGS. Newly created by the Principal.
7. Master Calendar Duty - During their 45-minute duty, assigned teachers are required to update the school website. Newly created by the Principal.
8. Attendance Duty - Call guardian and/or write letters for students who are frequently absent and/or tardy. This is an Attendance teacher's assignment. Newly created by the Principal.

9. Recess Duty - For twenty minutes, teachers are required to take students outside and then have lunch duty for the remaining twenty-five minutes. Newly created by the Principal.

10. Front Desk Duty - Two teachers are assigned to a desk at the front door to have visitors sign in and direct them to the office. This is newly created by the Principal. Previously performed by a teacher aide.

11. Main Locker Room Duty - Teachers required to monitor students at their locker - Security office is directly in front of the desk. Previously performed by an Administrator.

WHEREAS: The teachers at City Honors School, although exempted from by the Arbitration decision, offered to assume lunch and study hall duties that connect teachers with students; and,

WHEREAS: The teachers in the January 12, 2018 initial offer were willing to perform the lunch and study hall duties that were previously performed by teacher aides at a rate of pay less than the hiring of Aides would cost the District and proportionate to what the teachers in Niagara falls receive for performing lunch duties; and

WHEREAS: Despite our assertion that District # 3 (January 4, 2018) “has nothing to do with the Arbitration”, the District has expanded its proposal to add a 6th period, “fifth and sixth grade teachers would not be required to perform non-instructional and non-teaching duties in lieu of a 6th period of instruction”, emphasis added; and,

WHEREAS: The District has expanded its January 4, 2018 proposal (#4) by adding “as designated by the school administration moving forward” thereby allowing the school administration (principal) the sole power to determine or invent any duty and call it a non-instructional non-teacher duty, regardless of whether it has or is performed anywhere in the District or elsewhere; and,

WHEREAS: District #6 in the January 23, 2018 proposal continues to exclude teachers who, in violation of the contract, performed non-teaching duties but are no longer assigned to City Honors School; and,

WHEREAS: The District continues to state that at City Honors School the teachers have a “seven hour and fifteen minute work day”, when adding twenty-five minutes on to the previous workday results, as in other schools in the district, in the work day being seven hours and five minutes; and,

WHEREAS: Principal Dr. William Kresse has continued to take actions that have caused ill will making the settlement of this issue difficult (See correspondence to Superintendent Cash, December 20, 2017, January 11, 2018 and January 12, 2018); and,

WHEREAS: While the BTF/City Honors negotiating team, in good faith effort to address District concerns relating to the recent arbitration, find the District’s January 23, 2018 unacceptable and as it has in our opinion expanded the impact of its original January 4, 2018 proposal is bargaining in bad faith in an attempt to discredit City Honors School teachers and as such apparently has no real intention of reaching a mutually acceptable settlement of the issues surrounding the City Honors School arbitration decision; and,

WHEREAS: On Wednesday, January 24, 2018 when the BTF/City Honors negotiating team was asked by the Superintendent to respond quickly to the District’s January 23, 2018 proposal. The negotiating team met at approximately 7:45 am (before school) and also tried to find time without

students instead of asking to have substitute teachers hired as was done previously, only to have Principal Kresse attack the negotiating team teachers, e.g.:

The following was submitted as per the request of the BTF. It is to the best of our knowledge what occurred.

Members of the negotiating team are now being targeted. On January 24th Dr. Kresse along with assistant principal Mrs. Hannah sat down to meet with Christie Allman, school counselor. Christie was accused of spending too much time with other members of the negotiating team and too much time in the library. In response, Christie highlighted the fact that being a school counselor she is fortunate to have flex time in her schedule to have her lunch and prep when her schedule for the day allows. If her prep time and lunch happen to be spent with other BTF delegates it is because they are her friends and colleagues. Just because she is with them does not mean they are discussing BTF business, and it shouldn't matter who they I spent their lunch and prep time with. We are also advised he has complained that BTF delegates are asking teachers for support on this issue; and,

WHEREAS: Despite the above actions by the District, the BTF/City Honors negotiating team is committed on reaching a mutually acceptable resolution for this issue.

THEREFORE BE IT RESOLVED: that the BTF/City Honors negotiating team calls upon the District to:

- Jointly seek the assistance of a Public Employee Relations Board (PERB) or mutually agreed upon mediator to assist the parties in resolving this issue.
- Jointly delay the scheduled legal proceedings and arbitration hearings relating to the implementation of the City Honors School arbitration award.
- Delay any teacher transfers/reductions in force at City Honors School while both sides are in mediation in an attempt to reach a mutually acceptable resolution of this issue.

This proposal is made in good faith in response to the District's January 23, 2018 proposal.

Modifications or additions must be agreed to by the parties.

On behalf of the BTF/City Honors negotiating team:



Philip Rumore, President

1/25/2018