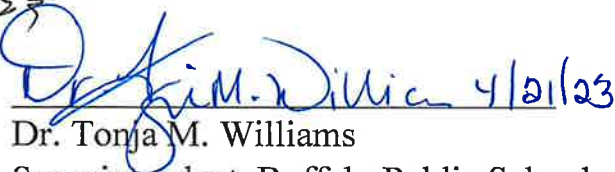


**BUFFALO TEACHERS FEDERATION  
BUFFALO BOARD OF EDUCATION  
PROPOSED CONTRACT  
JULY 1, 2019 – JUNE 30, 2026**

*21 April 2023*  
  
Philip Rumore  
President, Buffalo Teachers Federation

*Dr. Tonja M. Williams 4/21/23*  
  
Dr. Tonja M. Williams  
Superintendent, Buffalo Public Schools

Note: Page numbers in this document refer to current contract.

Salary Proposals Submitted to the District on April 21, 2023

BTF modifies its salary proposal as indicated below.

ARTICLE XXV  
PROFESSIONAL COMPENSATION

- page 45, D. line 2

Add: (1) Effective 7/1/19 the base teacher's salary, B.S. Step 1, shall be increased as follows:

(2)	2019-2020	}	See Below - Signing Bonuses	
	2020-2021			
	2021-2022			
	2022-2023		8%	
	2023-2024		6%	Remove New Step 20*
	2024-2025		4%	Remove New Step 18*
	2025-2026		3%	Remove New Step 16*

\* Active teachers at the top/last step as of July 1, 2023, July 1, 2024 and July 1, 2025 will, within sixty (60) days, receive a \$1,500 stipend. This stipend shall be pensionable to the extent permitted by the retirement system.

Signing Bonus and Retirees (Article XXV (A))

Effective upon ratification, active, full-time teachers and psychologists employed by the District at the time of ratification of this agreement that were hired by the District prior to January 1, 2023 shall receive a one (1) time bonus in the amount of 10% of their new annual salary upon ratification within sixty (60) days of ratification. Non-ALC, part-time teachers will receive a percentage of their base salary after ratification.

Adult Learning Center teachers employed and active at the time of ratification will receive a one-time bonus in the amount of \$1,000.00.

Teachers may have this deposited into their TSA subject to IRS limits and pensionable to the extent permitted by the retirement system.

Teachers that retired between September 1, 2019 and ratification shall receive (or their estates shall receive) a one-time payment in the amount of: \$1,000 if he/she retired prior to September 1, 2020, \$1,500 if he/she retired between September 2, 2020 and September 1, 2021 and \$2,000 if he/she retired between September 2, 2021 and ratification of this agreement.

#### Salary Schedules and Step Compression (Article XXV(C) and (D)(1))

- a. Effective September 1, 2022, teacher and psychologist salaries shall be increased by 8.0%. Coaching stipends and hourly rates shall be increased by 8% effective upon ratification of this agreement.
- b. Effective July 1, 2023, teacher and psychologist salaries, coaching stipends and hourly rates shall be increased by 6.0%. Step 20 on the salary schedule will be replaced by the previous Step 21 and all succeeding steps shall be adjusted accordingly. Two career increments shall be paid at Step 20. Step 26 shall be the new top step.\*
- c. Effective July 1, 2024, teacher and psychologist salaries, coaching stipends and hourly rates shall be increased by 4.0%. Step 18 on the salary schedule will be replaced by the previous Step 19 and all succeeding steps shall be adjusted accordingly. Two career increments shall be paid at Step 18. Step 25 shall be the new top step.\*
- d. Effective July 1, 2025, teacher and psychologist salaries, coaching stipends and hourly rates shall be increased by 3.0%. Step 16 on the salary schedule will be replaced by the previous Step 17 and all succeeding steps shall be adjusted accordingly. Two career increments shall be paid at Step 16. Step 24 shall be the new top step.\*

\* Active teachers at top step as of July 1, 2023, July 1, 2024 and July 1, 2025 shall receive a one-time \$1,500 stipend. This stipend shall be pensionable to the extent permitted by the retirement system.

Each step on the Salary Schedule, each column across the Salary Schedule, and all other teachers' compensation shall be increased proportionately.

- (3) The coaching and club rates will be increased by the same percentage as the salary schedule, i.e. the BA Step 1.

Psychologists' salaries will be increased by the same percentage with the same reduction in steps, i.e. from 27 steps to 24 steps. (See XXV D. (2))

Article XXVI (2). A - Amend

EMPLOYEE BENEFITS – Article XXVI (2). A (1) page 68

(1) Healthcare Coverage, The District will provide health insurance coverage (one indemnity and 3 Point of Service (POS) plans) with Blue Cross/ Blue Shield 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 four (4) Blue Cross/Blue Shield plans in effect at the time of ratification. Teachers may enroll in either the family plan or the individual plan coverage. Enrolled, full time teachers shall contribute the following flat dollar amounts toward the healthcare plan they select.

	<i><b>Single</b></i>	<i><b>Family</b></i>
2022-2023 (Current)	<u>\$600</u>	<u>\$1,500</u>
2023-2024	<u>\$750</u>	<u>\$1,750</u>
2024-2025	<u>\$850</u>	<u>\$1,900</u>
2025-2026	<u>\$950</u>	<u>\$2,050</u>

Teachers will have the option of making healthcare contributions equally by payroll deduction from their full paychecks.

Upon ratification of this Agreement, teachers that retire that are eligible for retiree healthcare shall contribute the following flat dollar amounts in retirement:

	<u>Single</u>	<u>Family</u>
Current:	\$650	\$1500
July 1, 2023:	\$750	\$1750
July 1, 2024:	\$850	\$1900
July 1, 2025:	\$950	\$2050

Teachers that are hired after June 30, 2026 are not eligible for District-provided health insurance in retirement.

- a. Teachers that are hired on or after June 30, 2026 and therefore ineligible for retiree healthcare shall be able to use monies contractually provided to a teacher for “selling back sick days” and/or early retirement incentive towards the cost of healthcare premiums in retirement.

XX, H.  
pg. 39

Add Effective upon ratification, the BTF/District Athletic Committee will meet as soon as possible, but no later than thirty (30) days after ratification.

Said committee will make recommendations on improving the Buffalo Public Schools Athletic Program and the hiring of coaches.

If the committee does not reach an agreement on a recommended MOU by June 30, 2023, the attached MOU shall take effect.

District V, BTF 20 & 33, Article XXVI (2) A (1), page 68

Commencing July 1, 2023, Adult Learning Center/Part Time teachers' contributions toward health insurance shall be capped at \$6,500 annually for a family plan and \$2,500 annually for a single plan.

This amount shall be increased by 5% every five (5) years.



At the end of Article VIII A (1) on page 13 add the following:

For the 2023-2024 school year (September 2023 to June 30, 2024) only, the District may change starting and ending times at schools to accommodate savings on bus routes and improve the transportation of students under the following conditions:

- i. Teachers will be notified in writing of any such change on or before June 1, 2023 of the proposed change to take effect;
- ii. Upon notification of said change, teachers at the affected schools will be placed at the top of the transfer list for the upcoming school year based on their seniority;
- iii. Unless agreed to by the faculty of the affected schools, no other changes within the starting and ending times will occur;
- iv. Starting and/or ending time changes will be no more than one-half (1/2) hour with the exception of schools that presently start at 9:00am, which may change up to forty-five minutes under the condition that they move to an earlier start time. Bell times are projected to be 7:30, 8:15, and 9:00am;
- v. The starting time for the teachers shall begin no earlier than 7:25 a.m. and end no later than 4:20 p.m.;
- vi. Teachers' hours of service shall not exceed 7 hours and 15 minutes as stated above;
- vii. Prior to the implementation of the change, the district agrees to hold a community meeting at each impacted school to receive feedback from the school community.

BTF/District agreed-upon proposals:

- III. BTF 53: Article XXV, D.
  - a. Effective July 1, 2023, increase the Monetary amounts in subsections 14-22 by \$100.00.
  - b. Effective July 1, 2023, the salary schedule for teachers providing instruction in a class where a bilingual extension is required shall be \$1000 above the regular teachers' salary schedule at each step.
- IV. BTF 25: Article XI, G. (2), page 21, Petty Cash: Effective July 1, 2023, the amount allocated for this purpose will be increased to \$10.00 per pupil. The amount will be increased by \$2.00 per pupil on July 1, 2024 and July 1, 2025.
- V. BTF 20 and 33: Article XII, I., page 26: Effective July 1, 2023, class instructors and advisors employed by the Adult Learning Center programs shall be provided with a thirty (30) minute paid period per day for the purpose of preparing lessons and/or completing necessary paperwork.
- VI. BTF 24: Article XI, G. (2), page 21, Supply Fund: Effective July 1, 2023, the Board of Education will spend at least 4,000,000 for instructional supplies and materials. That amount will be increased by \$250,000 on July 1, 2024, and July 1, 2025.
- VII. BTF 26: Article XII, page 24: Teachers with two complete years of satisfactory teaching service in an area for which they are certified and licensed shall be granted a waiver from future "selection procedures" in their certification areas and be provided with preference over applicants with less service time in the Buffalo Public Schools.
- VIII. BTF 55: Teachers who must take additional CPR, First Aid, or Water Safety Courses in order continue teaching and/or coaching in the District shall be reimbursed for the fees and cost of the course upon seeking prior approval of the District and only if said courses are not provided at no cost by the District.
- IX. BTF 12 and 44: Article XXIII, A., page 40: Within 60 days of ratification of the Contract, the parties agree to establish a committee of psychologists, social workers, and counselors appointed by the BTF and administrators and other relevant individuals appointed by the Superintendent to discuss and make recommendation to the Superintendent/Board and Federation on issues related to addressing the social and emotional wellness of our students. The parties agree that the topic of caseloads and ratios for psychologists, social workers, and counselors shall be discussed, and recommendations made no later than 90 days after its meeting unless mutually extended in writing by the parties. Both the Superintendent and BTF may select no more than six (6) individuals to serve on the committee.

BTF/District agreed-upon proposals:

ARTICLE XXVI (2), A. (5) (a)

EMPLOYEE BENEFITS

- page 70, lines 6-45

- (a) Waiver Incentive: Eligible participants shall receive an annual payment of three thousand dollars (\$3,000) 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 healthcare program, the amount of the incentive will be proportionally reduced (\$250.00 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 healthcare program of his/her choice with administrative expenses incurred reimbursed by the Board.
- (b) Eligibility: Only full-time employees who are eligible for one of the District's Healthcare Plans and who can produce documentation which certifies that they have coverage for healthcare expenses via another source other than the Buffalo Public Schools 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 Healthcare 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 percent (75%) of this account shall be retained by the Board of Education. Twenty-five percent (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.

BTF/ District agreed-upon proposals, cont.:

BTF 74: page 75

Within 60 days of ratification of this Agreement, the District will provide the BTF with a one-time, \$175,000 payment toward the Supplemental Benefit Fund. Effective July 1, 2023, the District will pay into the BTF Supplemental Benefit Fund six hundred fifty dollars (\$650.00) per teacher. This amount will be increased by \$25.00 per teacher on July 1, 2024 and again on July 1, 2025.

BTF Agrees to District Proposal I as Modified Below:

Article V. D. (2) (a) and V. D. (3) (a), page 6

(1) Level Two

- (a) If a grievance is not settled at Level One above, the Federation may, within fifteen (15) 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 or Chief of Human Resources, that it appeals the grievance stating the grounds for such appeal. The appropriate Associate Superintendent shall, within ten (10) 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 ten (10) 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.

(2) 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 fifteen (15) 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 ten (10) 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 ten (10) days after the meeting.

II. District Proposal, Article VI, Federation Rights:

b. Article VI (G) - Amend two (2) to (1) page 10

G. Board of Education Meetings - There shall be one (1) seat 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.

BTF agrees to District proposal IV, “e”.

Article VIII. C page 15 - Amend Associate Superintendent for Finance and Research to  
Cabinet Member or Chief of Staff

- 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 Cabinet Member or Chief of Staff to discuss Federation recommendations for the calendar.

V. Proposal: Article IX, Class Size, pages 15 & 16

a. Article IX, D. - Remove Line "Mentally Retarded (Educable)

i. Remove (e)



## BTF Agrees to District Proposal VIII

- a. XII (A), page 23 Amend "10 days' notice" to "10 days' notice where possible"
  - b. XII (A) Amend "2:30 pm" to "3:30 pm"
  
  - f. Remove XII (Q)
- D. 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 Cabinet Member or Chief of Staff to discuss Federation recommendations for the calendar.
- 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 where possible of the scheduled orientation days. The orientation sessions will be held between the hours of 8:30 a.m. and 3:30 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.

## EMPLOYMENT AND TERMINATION OF PERSONNEL – ARTICLE XII, Q.

- ~~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.~~

VII Proposal: Article XXIII, page 42 – Special Area Teachers

- a. Article XXIII. A, (6) - Delete
- b. Article XXIII (H): Delete Section (1)

SPECIAL AREA TEACHERS – ARTICLE XXIII, A., (6)

~~(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.~~

SPECIAL AREA TEACHERS – ARTICLE XXIII, H., (1)

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

Article XXVIII, A. (1) (a) - Amend “two hundred twenty (220)” to “two hundred fifty (250) days”

Add: Sell back limited to 220 days

SICK LEAVE - Article XXVIII, A., (1), (a), page 77

- (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 fifty (250) days subject to the extensions provided for below.

For the purpose of Terminations Compensation, sick days shall be capped at two hundred twenty (220) days.

Article XI

TEACHING CONDITIONS

Page 23, O., line 19

*Replace:* Teachers shall be informed and kept informed whenever feasible of a 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.

*With:* Within one (1) week of the information becoming available, teachers shall be informed and kept informed of a 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.

Article XII

EMPLOYMENT AND TERMINATION OF PERSONNEL

Page 25, G. (3), line 20

Add New: (d) Teachers will be notified in writing of the receipt of their application and of their hiring/non-hiring for positions for which they apply.

BTF 30: Article XII, 1., (2), page 27

“All other factors being equal in the judgement of the Board, said substitute positions shall be filled on the basis of seniority in the Adult Day School program.”

- A. 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.

All other factors being equal in the judgement of the Board, said substitute positions shall be filled on the basis of seniority in the Adult Day School program.

Article XV, C. - Replace “notify” with “provide written notification to” and replace “their application for said positions” with “both the receipt of their application(s) and selection/non-selection for said position(s).”

TEACHER PROMOTIONS – Article XV, C. page 34

- C. The Board agrees to provide written notification to all applicants for a promotional position of both the receipt of their application(s) and selection/non-selection for said position(s).

ARTICLE XXIII, E. (3)  
SPECIAL AREA TEACHERS

Page 42, line 21

Replace: 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.

With: At the beginning of each school year and before beginning a regular weekly schedule, Speech Therapists may elect to spend one (1) day in each of their assigned schools to survey pupil needs. In addition, prior to the end of the school year, Speech and Language Therapists may elect to spend one (1) day to complete records, attendance reports and other similar required reports, subject to the approval of the Superintendent or his/her designee. If a Speech Therapist finds that one day is not sufficient, additional time may be used, subject to the approval of the Superintendent or his/her designee.



Parties Agree to Remove

XXV (A) and XXV (B) page 44

One-time bonuses from 2016 and procedure for payment of same.

XXVI (1) – Old Healthcare Section page 58

BTF Accepts District Counter to BTF 70

Article XXVI (2), B., (1) - Add at End: "Teachers may also have the option, where available from the insurance carrier, to distribute the life insurance among their dependents."

SPECIAL AREA TEACHERS – Article XXVI (2), B., (1) page 73

- (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. Teachers may also have the option, where available from the insurance carrier, to distribute the life insurance among their dependents.

District Accepts BTF Editorial 4

EDITORIAL

The BTF and District will meet prior to the printing of the successor agreement to incorporate the language of settlement agreements reached between the parties.

**Salary Schedule 2022-23**

STEP	BS	BS +10	BS+20	BS+30	BS+40	BS+50	BS+60	MS	MS+10	MS+20	MS+30	DR
1	40,661	41,901	43,141	44,381	45,621	46,861	48,101	46,416	47,656	48,896	50,136	53,071
2	42,694	43,934	45,174	46,414	47,654	48,894	50,134	48,449	49,689	50,929	52,169	55,104
3	44,727	45,967	47,207	48,447	49,687	50,927	52,167	50,482	51,722	52,962	54,202	57,137
4	46,760	48,000	49,240	50,480	51,720	52,960	54,200	52,515	53,755	54,995	56,235	59,170
5	48,793	50,033	51,273	52,513	53,753	54,993	56,233	54,548	55,788	57,028	58,268	61,203
6	50,826	52,066	53,306	54,546	55,786	57,026	58,266	56,581	57,821	59,061	60,301	63,236
7	52,859	54,099	55,339	56,579	57,819	59,059	60,299	58,614	59,854	61,094	62,334	65,269
8	54,892	56,132	57,372	58,612	59,852	61,092	62,332	60,647	61,887	63,127	64,367	67,302
9	56,925	58,165	59,405	60,645	61,885	63,125	64,365	62,680	63,920	65,160	66,400	69,335
10	58,958	60,198	61,438	62,678	63,918	65,158	66,398	64,713	65,953	67,193	68,433	71,368
11	60,991	62,231	63,471	64,711	65,951	67,191	68,431	66,746	67,986	69,226	70,466	73,401
12	63,024	64,264	65,504	66,744	67,984	69,224	70,464	68,779	70,019	71,259	72,499	75,434
13	65,057	66,297	67,537	68,777	70,017	71,257	72,497	70,812	72,052	73,292	74,532	77,467
14	65,057	66,297	67,537	68,777	70,017	71,257	72,497	70,812	72,052	73,292	74,532	77,467
15	68,222	69,462	70,702	71,942	73,182	74,422	75,662	74,010	75,250	76,490	77,730	82,665
16	70,255	71,495	72,735	73,975	75,215	76,455	77,695	76,010	77,250	78,490	79,730	84,698
17	72,288	73,528	74,768	76,008	77,248	78,488	79,728	78,043	79,283	80,523	81,763	86,731
18	74,321	75,561	76,801	78,041	79,281	80,521	81,761	80,076	81,316	82,556	83,796	88,764
19	76,354	77,594	78,834	80,074	81,314	82,554	83,794	82,109	83,349	84,589	85,829	90,797
20	78,387	79,627	80,867	82,107	83,347	84,587	85,827	84,142	85,382	86,622	87,862	92,830
21	80,420	81,660	82,900	84,140	85,380	86,620	87,860	86,175	87,415	88,655	89,895	94,863
22	82,453	83,693	84,933	86,173	87,413	88,653	89,893	88,208	89,448	90,688	91,928	96,896
23	84,486	85,726	86,966	88,206	89,446	90,686	91,926	90,241	91,481	92,721	93,961	98,929
24	86,519	87,759	88,999	90,239	91,479	92,719	93,959	92,274	93,514	94,754	95,994	100,962
25	88,552	89,792	91,032	92,272	93,512	94,752	95,992	94,307	95,547	96,787	98,027	102,995
26	90,585	91,825	93,065	94,305	95,545	96,785	98,025	96,340	97,580	98,820	100,060	105,028
27	92,618	93,858	95,098	96,338	97,578	98,818	100,058	98,373	99,613	100,853	102,093	107,061

Salary Inc 1.080

BA Step 1 \$40,661

5% Inc \$2,033

10 Hours \$1,240

MS \$2,035

DR \$2,935

Longevity \$1,132

Salary Schedule 2023-24

STEP	BS	BS +10	BS+20	BS+30	BS+40	BS+50	BS+60	MS	MS+10	MS+20	MS+30	DR
1	43,101	44,415	45,729	47,043	48,357	49,671	50,985	49,200	50,514	51,828	53,142	56,253
2	45,256	46,570	47,884	49,198	50,512	51,826	53,140	51,355	52,669	53,983	55,297	58,408
3	47,411	48,725	50,039	51,353	52,667	53,981	55,295	53,510	54,824	56,138	57,452	60,563
4	49,566	50,880	52,194	53,508	54,822	56,136	57,450	55,665	56,979	58,293	59,607	62,718
5	51,721	53,035	54,349	55,663	56,977	58,291	59,605	57,820	59,134	60,448	61,762	64,873
6	53,876	55,190	56,504	57,818	59,132	60,446	61,760	59,975	61,289	62,603	63,917	67,028
7	56,031	57,345	58,659	59,973	61,287	62,601	63,915	62,130	63,444	64,758	66,072	69,183
8	58,186	59,500	60,814	62,128	63,442	64,756	66,070	64,285	65,599	66,913	68,227	71,338
9	60,341	61,655	62,969	64,283	65,597	66,911	68,225	66,440	67,754	69,068	70,382	73,493
10	62,496	63,810	65,124	66,438	67,752	69,066	70,380	68,595	69,909	71,223	72,537	75,648
11	64,651	65,965	67,279	68,593	69,907	71,221	72,535	70,750	72,064	73,378	74,692	77,803
12	66,806	68,120	69,434	70,748	72,062	73,376	74,690	72,905	74,219	75,533	76,847	79,958
13	68,961	70,275	71,589	72,903	74,217	75,531	76,845	75,060	76,374	77,688	79,002	82,113
14	68,961	70,275	71,589	72,903	76,372	77,686	79,000	77,215	78,529	79,843	81,157	84,268
15	72,316	73,630	74,944	76,258	79,727	81,041	82,355	80,570	81,884	83,198	84,512	87,623
16	74,471	75,785	77,099	78,413	81,882	83,196	84,510	82,725	84,039	85,353	86,667	89,778
17	76,626	77,940	79,254	80,568	84,037	85,351	86,665	84,880	86,194	87,508	88,822	91,933
18	78,781	80,095	81,409	82,723	86,192	87,506	88,820	87,035	88,349	89,663	90,977	94,088
19	80,936	82,250	83,564	84,878	88,347	89,661	90,975	89,190	90,504	91,818	93,132	96,243
20	85,246	86,560	87,874	89,188	92,657	93,971	95,285	93,500	94,814	96,128	97,442	100,553
21	87,401	88,715	90,029	91,343	94,812	96,126	97,440	95,655	96,969	98,283	99,597	102,708
22	89,556	90,870	92,184	93,498	96,967	98,281	99,595	97,810	99,124	100,438	101,752	104,863
23	91,711	93,025	94,339	95,653	99,122	100,436	101,750	99,965	101,279	102,593	103,907	107,018
24	93,866	95,180	96,494	97,808	101,277	102,591	103,905	102,120	103,434	104,748	106,062	109,173
25	96,021	97,335	98,649	99,963	103,432	104,746	106,060	104,275	105,589	106,903	108,217	111,328
26	98,176	99,490	100,804	102,118	105,587	106,901	108,215	106,430	107,744	109,058	110,372	113,483

Salary Inc 1.060  
 BA Step 1 \$43,101  
 5% Inc \$2,155  
 10 Hours \$1,314  
 MS \$2,157  
 DR \$3,111  
 Longevity \$1,200

**Salary Schedule 2024-25**

STEP	BS	BS +10	BS+20	BS+30	BS+40	BS+50	BS+60	MS	MS+10	MS+20	MS+30	DR
1	44,825	46,192	47,559	48,926	50,293	51,660	53,027	51,169	52,536	53,903	55,270	58,505
2	47,066	48,433	49,800	51,167	52,534	53,901	55,268	53,410	54,777	56,144	57,511	60,746
3	49,307	50,674	52,041	53,408	54,775	56,142	57,509	55,651	57,018	58,385	59,752	62,987
4	51,548	52,915	54,282	55,649	57,016	58,383	59,750	57,892	59,259	60,626	61,993	65,228
5	53,789	55,156	56,523	57,890	59,257	60,624	61,991	60,133	61,500	62,867	64,234	67,469
6	56,030	57,397	58,764	60,131	61,498	62,865	64,232	62,374	63,741	65,108	66,475	69,710
7	58,271	59,638	61,005	62,372	63,739	65,106	66,473	64,615	65,982	67,349	68,716	71,951
8	60,512	61,879	63,246	64,613	65,980	67,347	68,714	66,856	68,223	69,590	70,957	74,192
9	62,753	64,120	65,487	66,854	68,221	69,588	70,955	69,097	70,464	71,831	73,198	76,433
10	64,994	66,361	67,728	69,095	70,462	71,829	73,196	71,338	72,705	74,072	75,439	78,674
11	67,235	68,602	69,969	71,336	72,703	74,070	75,437	73,579	74,946	76,313	77,680	80,915
12	69,476	70,843	72,210	73,577	74,944	76,311	77,678	75,820	77,187	78,554	79,921	83,156
13	71,717	73,084	74,451	75,818	77,185	78,552	79,919	78,061	79,428	80,795	82,162	85,397
14	71,717	73,084	74,451	75,818	79,426	80,793	82,160	80,302	81,669	83,036	84,403	87,638
15	75,206	76,573	77,940	79,307	82,915	84,282	85,649	83,791	85,158	86,525	87,892	91,127
16	77,447	78,814	80,181	81,548	85,156	86,523	87,890	86,032	87,399	88,766	90,133	93,368
17	79,688	81,055	82,422	83,789	87,397	88,764	90,131	88,273	89,640	91,007	92,374	95,609
18	84,170	85,537	86,904	88,271	91,879	93,246	94,613	92,755	94,122	95,489	96,856	100,091
19	86,411	87,778	89,145	90,512	94,120	95,487	96,854	94,996	96,363	97,730	99,097	102,332
20	90,893	92,260	93,627	94,994	98,602	99,969	101,336	99,478	100,845	102,212	103,579	106,814
21	93,134	94,501	95,868	97,235	100,843	102,210	103,577	101,719	103,086	104,453	105,820	109,055
22	95,375	96,742	98,109	99,476	103,084	104,451	105,818	103,960	105,327	106,694	108,061	111,296
23	97,616	98,983	100,350	101,717	105,325	106,692	108,059	106,201	107,568	108,935	110,302	113,537
24	99,857	101,224	102,591	103,958	107,566	108,933	110,300	108,442	109,809	111,176	112,543	115,778
25	102,098	103,465	104,832	106,199	109,807	111,174	112,541	110,683	112,050	113,417	114,784	118,019

Salary Inc 1.040  
 BA Step 1 \$44,825  
 5% Inc \$2,241  
 10 Hours \$1,367  
 MS \$2,243  
 DR \$3,235  
 Longevity \$1,248

**Salary Schedule 2025-26**

STEP	BS	BS +10	BS+20	BS+30	BS+40	BS+50	BS+60	MS	MS+10	MS+20	MS+30	DR
1	46,170	47,578	48,986	50,394	51,802	53,210	54,618	52,704	54,112	55,520	56,928	60,260
2	48,479	49,887	51,295	52,703	54,111	55,519	56,927	55,013	56,421	57,829	59,237	62,569
3	50,788	52,196	53,604	55,012	56,420	57,828	59,236	57,322	58,730	60,138	61,546	64,878
4	53,097	54,505	55,913	57,321	58,729	60,137	61,545	59,631	61,039	62,447	63,855	67,187
5	55,406	56,814	58,222	59,630	61,038	62,446	63,854	61,940	63,348	64,756	66,164	69,496
6	57,715	59,123	60,531	61,939	63,347	64,755	66,163	64,249	65,657	67,065	68,473	71,805
7	60,024	61,432	62,840	64,248	65,656	67,064	68,472	66,558	67,966	69,374	70,782	74,114
8	62,333	63,741	65,149	66,557	67,965	69,373	70,781	68,867	70,275	71,683	73,091	76,423
9	64,642	66,050	67,458	68,866	70,274	71,682	73,090	71,176	72,584	73,992	75,400	78,732
10	66,951	68,359	69,767	71,175	72,583	73,991	75,399	73,485	74,893	76,301	77,709	81,041
11	69,260	70,668	72,076	73,484	74,892	76,300	77,708	75,794	77,202	78,610	80,018	83,350
12	71,569	72,977	74,385	75,793	77,201	78,609	80,017	78,103	79,511	80,919	82,327	85,659
13	73,878	75,286	76,694	78,102	79,510	80,918	82,326	80,412	81,820	83,228	84,636	87,968
14	73,878	75,286	76,694	78,102	81,819	83,227	84,635	82,721	84,129	85,537	86,945	90,277
15	77,472	78,880	80,288	81,696	85,413	86,821	88,229	86,315	87,723	89,131	90,539	93,871
16	82,090	83,498	84,906	86,314	90,031	91,439	92,847	90,933	92,341	93,749	95,157	98,489
17	84,399	85,807	87,215	88,623	92,340	93,748	95,156	93,242	94,650	96,058	97,466	100,798
18	89,017	90,425	91,833	93,241	96,958	98,366	99,774	97,860	99,268	100,676	102,084	105,416
19	91,326	92,734	94,142	95,550	99,267	100,675	102,083	100,169	101,577	102,985	104,393	107,725
20	95,944	97,352	98,760	100,168	103,885	105,293	106,701	104,787	106,195	107,603	109,011	112,343
21	98,253	99,661	101,069	102,477	106,194	107,602	109,010	107,096	108,504	109,912	111,320	114,652
22	100,562	101,970	103,378	104,786	108,503	109,911	111,319	109,405	110,813	112,221	113,629	116,961
23	102,871	104,279	105,687	107,095	110,812	112,220	113,628	111,714	113,122	114,530	115,938	119,270
24	105,180	106,588	107,996	109,404	113,121	114,529	115,937	114,023	115,431	116,839	118,247	121,579

1.030

Salary Inc

\$46,170

BA Step 1

\$2,309

5% Inc

\$1,408

10 Hours

\$2,310

MS

\$3,332

DR

\$1,285

Longevity

**Memorandum of Understanding**

**between**

**The Buffalo City School District (“District”)**

**and**

**The Buffalo Teachers Federation, Inc. (“Federation”)**

**RE: Athletic Coach Hiring Process**

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**WHEREAS** in the October 16, 2016 collective bargaining agreement, District and the Federation agreed to the following:

“Athletic Programs – A committee consisting of five (5) teachers selected by the BTF and five (5) administrators selected by the superintendent will be convened to explore initiatives that will improve the Buffalo Public Schools athletic programs.

Said committee will present its recommendations to the Superintendent and the Buffalo Teachers Federation President no later than June 1, 2017.

Any recommendation that would require a change to the collective bargaining agreement by either the BTF and/or District will be submitted to the parties, for their agreement;” and

**WHEREAS** in accordance with this agreement, an “Athletic Committee” was properly formed and met on numerous occasions to discuss issues related to the District’s Athletic Program; and

**WHEREAS** one issue the Athletic Committee discussed was the hiring process for athletic coaches and the BTF committee has reached consensus on a hiring process for athletic coaches that is being submitted to the parties for their agreement; and

**WHEREAS**, there are outstanding issues related to the improving the Buffalo Public Schools athletic programs, including, but not limited to equipment and uniform needs, transportation, improvements to athletic facilities, alignment of modified sports programs, delivery of professional development opportunities to all athletic coaches in a fair and equitable matter, and resolution of grievances related to athletics and athletics hiring, and

**THEREFORE**, the BTF athletic committee has developed the following recommendations for the improvement of Buffalo Public School athletic programs;

- Student-athletes will be provided with free meals and healthy snacks prior to games;



- Student-athletes will be provided with full-service NFTA Metro passes so that they may ride busses to and from practices and games, without the time restrictions attached to the limited services passes;
- Coaches will be permitted to attend professional development opportunities such as coaching clinics and similar with the registration costs of such clinics paid by the District;
- The District will comply with New York State regulations regarding uniforms and all uniforms will be replaced with new uniforms after three years;
- Coaches will receive all necessary equipment and supplies as submitted by the head coach and principal; and
- Each building that hosts an athletic team will have an ice machine for first aid and safety purposes; and

**THEREFORE**, the committee will continue to meet at least quarterly to continue to address improvements to the Buffalo Public Schools athletic program separate and apart from this agreement; and

**THEREFORE**, the parties agree to the following process for the hiring of athletic coaches for future vacancies:

1. All coaching vacancies will be filled in compliance with New York State Law and Regulations, which are attached hereto as Attachment C.
2. All coaching vacancies created by resignation, retirement, permanent removal, or as described by Paragraph 14, herein will be posted for each team by the District's Department of Human Resources in accordance with the collective bargaining agreement between the parties.
3. All coaching vacancies created by resignation, retirement, permanent removal, or as described by Paragraph 14, herein will be posted for each school team by the District's Department of Human Resources within fifteen (15) calendar days of the notification of the vacancy.
4. Minimum qualifications will be listed on the posting by the District and will comply with the Regulations of the New York Commissioner on Education regarding required qualifications for athletic coaches.
5. All applicants meeting the minimum qualifications on the posting will be interviewed for the position as candidates.
6. All candidates for head coaching positions will be interviewed by a committee that is composed of the following:
  - a. League Representative or experienced coach in the sport for which the candidate is applying who is a Buffalo Public Schools teacher;
  - b. BTF member selected by the BTF;

- c. Principal of the host school or his/her administrative designee, who is assigned to the host school; and
  - d. Athletic Director.
7. All candidates for Junior Varsity and assistant coaching positions will be interviewed by a committee that is composed of the following:
  - a. Varsity head coach for the team for which the JV and/or assistant coach is being hired;
  - b. BTF member selected by the BTF;
  - c. Principal of the host school or his/her administrative designee, who is assigned to the host school; and
  - d. Athletic Director.
8. Head coaching candidates will be interviewed using the District-wide interview questions attached to this MOU as **Attachment A**.
9. Junior Varsity and Assistant Coaches will be interviewed using the District-wide interview questions attached to this MOU as **Attachment B**.
10. All head coaching candidates will be scored by each member of the committee using the District-wide interview and scoring rubric attached to this MOU as **Attachment A**.
11. All Junior Varsity and Assistant Coach candidates will be scored by each member of the committee using the District-wide interview and scoring rubric attached to this MOU as **Attachment B**.
12. A minimum score to be selected for an athletic coaching position is 65 percent of the interview questions. In the event no candidate meets the minimum score on the interview questions, the position shall be reposted. Candidates will be selected using the total rubric score in the following order:
  - i. The highest scoring candidate among "fully certified" athletic coaches (as defined in Commissioner's Regulations 135.4(c)(7)(i)(c) and 135.5) who are teachers in the Buffalo Public Schools.
  - ii. The highest scoring candidate among "minimally certified" athletic coaches (as defined in Commissioner's Regulations 135.4(c)(7)(i)(c) and 135.5) who are teachers in the Buffalo Public Schools.
  - iii. The highest scoring candidate among "fully certified" athletic coaches (as defined in Commissioner's Regulations 135.4(c)(7)(i)(c) and 135.5) who are not teachers in the Buffalo Public Schools.
  - iv. The highest scoring candidate among "minimally certified" athletic coaches (as defined in Commissioner's Regulations 135.4(c)(7)(i)(c) and 135.5) who are not teachers in the Buffalo Public Schools.
  - b. Background checks for non-BPS coaches will be conducted by the District's Office of Human Resources.

13. In the event of a tie rubric score, the teacher with the greatest seniority will be selected.
14. In the event of an emergency vacancy created by resignation, retirement, or permanent removal within thirty (30) days prior to the season or during the season, the District's Athletic Director in collaboration with the principal from the host school will appoint a coach for the remainder of the season. The position will then be considered vacant at the conclusion of the season and posted and filled in accordance with the process herein.
15. This process will be utilized for all new head coaching vacancies created by resignation, retirement or removal after the execution of this MOU. All current athletic coaches who are Buffalo Public School teachers will remain in their current positions in accordance with Article XII(G) of the collective bargaining agreement. Coaching positions that are held by teachers who are assigned to teaching positions in a building other than the team's host school and coaching positions held by non-BPS teachers will be considered vacant at the conclusion of the season and posted and filled in accordance with the process herein.
16. All teachers who interview for a coaching position must be notified in writing that they have not been selected for the position and must be provided with their total rubric score.
17. Coaches that vacate a position because they are on an approved leave of absence will return to coaching in the position he/she encumbered upon returning to the District.
18. This agreement applies only to the topics discussed herein and shall not be construed by either party as modifying the rights of the parties under the collective bargaining agreement between the parties, except as specifically set forth above, nor shall it constitute a precedent or practice with regard to any other matters.
19. This agreement cannot be modified or changed unless both parties agree in writing.

Buffalo Public Schools DRAFT

Athletics Head Coach - Sport \_\_\_\_\_

Date \_\_\_\_\_

Candidate Name: \_\_\_\_\_

Total: \_\_\_\_\_

**Instructions to interviewers:** Using the questions below, each member of the interview team will rate the candidate's responses using the "0 to 3.0" scale for each question by circling the number in each column. Sign and date the interview form.

**Unsatisfactory** -- Candidate did not adequately answer the question and/or the candidate failed to evidence a match required for the position.  
**Basic** -- Candidates answered only a portion of the question adequately, and/or the answer raised concerns and/or doubt of a match with the qualities required for the position.  
**Satisfactory** -- Candidate provided an adequate answer, indicating a good match with the qualities required for the position.  
**Exemplary** -- Candidate answered the question thoroughly and provided specific details evidencing a strong match with qualities required for the position. The answer or details may have exceeded expectations.

	Unsatisfactory	Basic	At Standard	Exemplary
<b>Question #1</b>	0	1.0	2.0	3.0
Why do you want to serve as a head coach of ____ (sport) for the Buffalo Public Schools?				
	Unsatisfactory	Basic	At Standard	Exemplary
<b>Question #2</b>	0	1.0	2.0	3.0
Discuss your qualifications and speak to your ability to build a high quality sports program.				
	Unsatisfactory	Basic	At Standard	Exemplary
<b>Question #3</b>	0	1.0	2.0	3.0
Where do you see the ____ sports program over the next five (5) years under your leadership?				

	Unsatisfactory	Basic	At Standard	Exemplary
<b>Question #4</b>	0	1.0	2.0	3.0
What is your familiarity with the new BPS Standards for student-athlete eligibility? How will you help to ensure that your student-athletes remain eligible?				
	Unsatisfactory	Basic	At Standard	Exemplary
<b>Question #5</b>	0	1.0	2.0	3.0
How will you communicate your academic and behavioral expectations to your parents and players?				
	Unsatisfactory	Basic	At Standard	Exemplary
<b>Question #6</b>	0	1.0	2.0	3.0
You have a large amount of potential student athletes who wish to participate on your team. How do you go about comprising your roster?				
	Unsatisfactory	Basic	At Standard	Exemplary
<b>Question #7</b>	0	1.0	2.0	3.0
Describe a basic overview of _____ (sport).				
	Unsatisfactory	Basic	At Standard	Exemplary
<b>Question #8</b>	0	1.0	2.0	3.0
Describe your approach to practice design vs. competition for the ____ sport.				

	Unsatisfactory	Basic	At Standard	Exemplary
<b>Question #9</b>	0	1.0	2.0	3.0
What are your game management standards and bench protocols?				
	Unsatisfactory	Basic	At Standard	Exemplary
<b>Question #10</b>	0	1.0	2.0	3.0
Sport specific (See attached)				

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Interviewer - Please print

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Interviewer - Signature

Add points to the final score as follows:

- + 15 points if assigned to the building that is the host school for the team for which the candidate is applying.
- + 1 point for every year of service as a Buffalo Public Schools teacher.
- +2 points for every season as a Buffalo Public Schools coach.
- +3 points for every season as a Buffalo Public Schools coach for the sport for which the candidate is applying.

Attachment B

Buffalo Public Schools

Athletics ~~Junior Varsity~~ Assistant Coach - Sport \_\_\_\_\_

Date \_\_\_\_\_

Candidate Name: \_\_\_\_\_

Total: \_\_\_\_\_

**Instructions to Interviewers:** Using the questions below, each member of the interview team will rate the candidate's responses using the "0 to 3.0" scale for each question by circling the number in each column. Sign and date the interview form.

**Unsatisfactory** – Candidate did not adequately answer the question and/or the candidate failed to evidence a match required for the position.  
**Basic** – Candidates answered only a portion of the question adequately, and/or the answer raised concerns and/or doubt of a match with the qualities required for the position.  
**Satisfactory** – Candidate provided an adequate answer, indicating a good match with the qualities required for the position.  
**Exemplary** – Candidate answered the question thoroughly and provided specific details evidencing a strong match with qualities required for the position. The answer or details may have exceeded expectations.

	Unsatisfactory	Basic	At Standard	Exemplary
<b>Question #1</b>	0	1.0	2.0	3.0
Why do you want to serve as a JV coach of _____ (sport) @ _____ (high school)?				
<b>Question #2</b>	0	1.0	2.0	3.0
Discuss your qualifications and speak to your ability to build a high quality sports program.				
<b>Question #3</b>	0	1.0	2.0	3.0
As the JV coach, what role do you play in the program?				
<b>Question #4</b>	0	1.0	2.0	3.0
What is your coaching philosophy and its relation to education?				

	Unsatisfactory	Basic	At Standard	Exemplary
<b>Question #5</b>	0	1.0	2.0	3.0
What is your familiarity with the academic standards for student athlete eligibility?				
	Unsatisfactory	Basic	At Standard	Exemplary
<b>Question #6</b>	0	1.0	2.0	3.0
How do you intend to communicate your academic and behavioral expectations to your parents and players?				
	Unsatisfactory	Basic	At Standard	Exemplary
<b>Question #7</b>	0	1.0	2.0	3.0
Describe a basic overview of _____ (sport).				
	Unsatisfactory	Basic	At Standard	Exemplary
<b>Question #8</b>	0	1.0	2.0	3.0
What is your initial action for this program?				
	Unsatisfactory	Basic	At Standard	Exemplary
<b>Question #9</b>	0	1.0	2.0	3.0
What are your game management standards and bench protocols?				
	Unsatisfactory	Basic	At Standard	Exemplary
<b>Question #10</b>	0	1.0	2.0	3.0
Head coach specific question _____				
_____				

---

Interviewer - Please print

---

Interviewer - Signature

---

Add points to the final score as follows:

- + 15 points if assigned to the building that is the host school for the team for which the candidate is applying.
- + 1 point for every year of service as a Buffalo Public Schools teacher.
- +2 points for every season as a Buffalo Public Schools coach.
- +3 points for every season as a Buffalo Public Schools coach for the sport for which the candidate is applying.



## 8 CRR-NY 135.4

## OFFICIAL COMPILATION OF CODES, RULES AND REGULATIONS OF THE STATE OF NEW YORK

## TITLE 8. EDUCATION DEPARTMENT

## CHAPTER II. REGULATIONS OF THE COMMISSIONER

## SUBCHAPTER G. HEALTH AND PHYSICAL EDUCATION

## PART 135. HEALTH, PHYSICAL EDUCATION AND RECREATION

Current through July 15, 2021

## 135.4 Physical education.

**(a) School district plans.**

It shall be the duty of trustees and boards of education to develop and implement school district plans to provide physical education experiences for all pupils as provided in this section. Such current plans shall be kept on file in the school district office and shall be filed with the Division of Physical Education, Fitness, Health, Nutrition and Safety Services. All school districts shall comply with the provisions of this section by August 1, 1982. However, the requirement for submission of a plan shall become effective by January 1, 1983. A school district may conduct an instructional physical education program which differs from, but is equivalent to, the required program of instruction set forth in paragraph (2) of subdivision (c) of this section, with the approval of the commissioner. An equivalent program may be implemented only after approval from the Division of Physical Education, Fitness, Health, Nutrition and Safety Services. A request for approval to conduct an equivalent instructional physical education program shall be filed with the Division of Physical Education, Fitness, Health, Nutrition and Safety Services, and shall include the:

- (1) program goals and objectives;
- (2) way in which students are to be scheduled and the length of time daily, weekly, monthly or yearly;
- (3) program activities offered at each grade level or each year of instruction; and
- (4) assessment activities for determining the students' performance toward the goals and objectives of the program.

**(b) Nonpublic schools.**

Similar courses of instruction shall be prescribed and maintained in private schools in the State, and all pupils in grades kindergarten through 12 shall attend such courses. If such courses are not established and maintained in any private school, instruction in such school shall not be deemed to be substantially equivalent to instruction given to children of like ages in the public school or schools of the city or district in which the child resides.

**(c) Program plans.**

School district plans shall include the following:

- (1) Curriculum.

- (i) The curriculum shall be designed to:
  - (a) promote physical activity and the attainment of physical fitness, and a desire to maintain physical fitness throughout life;
  - (b) attain competency in the management of the body and useful physical skills;
  - (c) emphasize safety practices;
  - (d) motivate expression and communication;
  - (e) promote individual and group understanding;
  - (f) provide knowledge and appreciation of physical education activities;
  - (g) make each individual aware of the effect of physical activity upon the body;
  - (h) provide opportunities for the exercise of pupil initiative, leadership and responsibility; and
  - (i) reinforce basic learnings of other areas of the total school curriculum.
  
- (ii) There shall be experiences of sufficient variety in each of the following:
  - (a) basic and creative movement;
  - (b) rhythm and dance;
  - (c) games;
  - (d) perceptual-motor skills;
  - (e) individual and team sports;
  - (f) gymnastics;
  - (g) aquatics, where possible;
  - (h) lifetime sports activities;
  - (i) outdoor living skills; and
  - (j) other appropriate activities which promote the development of boys and girls.
  
- (iii) There shall be opportunity provided for participation in appropriate extra-class activities.
  
- (iv) There shall be activities adapted to meet the needs of pupils who are temporarily or permanently unable to participate in the regular program of physical education. Adaptive physical education programs shall be taught by a certified physical education teacher.

(v) There shall be continuous evaluation of the instructional program and assessment of individual pupil needs and progress. Appropriate cumulative records shall be maintained which cover the essential features of the physical education program for each pupil, and when a pupil transfers to another school, such records shall be transferred with the student's transcript.

(2) Required instruction.

(i) Elementary instructional program—grades K through 6. Pupils in grades K-6 shall participate in the physical education program as follows:

(a) all pupils in grades K-3 shall participate in the physical education program on a daily basis. All pupils in grades 4-6 shall participate in the physical education program not less than three times each week. The minimum time devoted to such programs (K-6) shall be at least 120 minutes in each calendar week, exclusive of any time that may be required for dressing and showering;

(b) notwithstanding the provisions of clause (a) of this subparagraph, pupils in grades 5-6 who are in a middle school shall participate in the physical education program a minimum of three periods per calendar week during one semester of each school year and two periods during the other semester, or a comparable time each semester if the school is organized in other patterns; or

(c) as provided in an equivalent program approved by the Commissioner of Education.

(ii) Secondary instructional program—grades 7 through 12. All secondary pupils shall have the opportunity for regular physical education, but not less than three times per week in one semester and two times per week in the other semester, taught by a certified physical education teacher, and all such pupils shall participate in the physical education program either:

(a) a minimum of three periods per calendar week during one semester of each school year and two periods during the other semester; or

(b) a comparable time each semester if the school is organized in other patterns; or

(c) for pupils in grades 10 through 12 only, a comparable time each semester in extraclass programs for those pupils who have demonstrated acceptable levels of physical fitness, physical skills, and knowledge of physical education activities; or

(d) for pupils in grades 10 through 12 only, a comparable time each semester in out- of-school activities approved by the physical education staff and the school administration; or

(e) as provided in an equivalent program approved by the Commissioner of Education.

(3) Attendance.

(i) All pupils shall attend and participate in the physical education program as approved in the school plan for physical education and as indicated by physicians' examinations and other tests approved by the Commissioner of Education. Individual medical certificates of limitations must indicate the area of the program in which the pupil may participate.

(ii) School district plans shall indicate through the sequential curriculum the steps to be taken to insure that each pupil meets the requirement for participation in physical education program which complies with the provisions of

this section. School districts may award local diploma credit for the required program, and may also submit plans for elective units in physical education for additional credit.

(4) Personnel.

(i) Elementary classroom teachers may provide instruction under the direction and supervision of a certified physical education teacher.

(ii) When students participate in out-of-school activities as part of alternative programs, such activities may be taught by noncertified personnel, provided they have appropriate experience and are so approved by the board of education.

(iii) Each school district operating a high school shall employ a director of physical education who shall have certification in physical education and administrative and supervisory service. Such director shall provide leadership and supervision for the class instruction, intramural activities, and interschool athletic competition in the total physical education program. Where there are extenuating circumstances, a member of the physical education staff may be designated for such responsibilities, upon approval of the commissioner. School districts may share the services of a director of physical education.

(5) Facilities.

Trustees and boards of education shall provide adequate indoor and outdoor facilities for the physical education program at all grade levels.

(6) Administrative procedures.

(i) School district plans for the physical education program shall include information on the following administrative procedures:

(a) curriculum development in relation to grade levels, as referred to in paragraph (1) of this subdivision;

(b) appropriate examinations and tests to be employed by school authorities in determining pupil needs and progress in physical fitness, knowledge and skills;

(c) class size and grouping patterns which are compatible with the activities being taught;

(d) use of nonschool facilities;

(e) use of noncertified persons, such as student leaders, practice teachers, etc.;

(f) use of supplementary personnel which are described in section 80.33 of this Title;

(g) summer school physical education programs, if conducted; and

(h) policies and procedures for the conduct of extraclass programs.

(ii) Periodic reports regarding the status and progress of equivalent programs which have been approved by the commissioner shall be filed with the Division of Physical Education, Fitness, Health, Nutrition and Safety Services as requested.

(7) Basic code for extraclass athletic activities. Athletic participation in all schools shall be planned so as to conform to the following:

(i) General provisions. It shall be the duty of trustees and boards of education:

(a) to conduct school extra class athletic activities in accordance with this Part and such additional rules consistent with this basic code as may be adopted by such boards relating to items not covered specifically in this code. A board may authorize appropriate staff members to consult with representatives of other school systems and make recommendations to the board for the enactment of such rules;

(b) to make the extraclass athletic activities an integral part of the physical education program;

(c) to appoint individuals, whether in a paid or non-paid (volunteer) status, to serve as coaches of interschool athletic teams, other than intramural teams or extramural teams, in accordance with the following:

(1) Certified physical education teachers may coach any sport in any school.

(2) Teachers with coaching qualifications and experience certified only in areas other than physical education may coach any sport in any school, provided they have completed:

(i) the first aid requirement set forth in section 135.5 of this Part;

(ii) an approved pre-service or in-service education program for coaches or will complete such a program within five years of appointment. Such program shall include an approved course in philosophy, principles and organization of athletics, which shall be completed within two years after initial appointment as a coach, and approved courses in health sciences applied to coaching, and theory and techniques of coaching that is sport specific, which shall be completed within five years after initial appointment as a coach. Such approved programs for coaches will consist of one of the following (credits and hours vary depending upon the contact and endurance involved in the sport): a department-approved college program of from two to eight credits; or a department approved in-service education program, conducted by schools, colleges, professional organizations or other recognized groups or agencies, from 30 to 120 clock hours; or an equivalent experience which is approved by the Commissioner of Education. Upon application to the Commissioner of Education in a format prescribed by the commissioner and setting forth the reasons for which an extension is necessary, the period in which to complete such training may be extended to no more than seven years after such appointment; provided that coaches who have a lapse in service due to maternity leave, military leave, or other extenuating circumstances may apply to the commissioner for an additional extension of no more than two years to complete course work; and

(iii) on a biennial basis, a course of instruction relating to mild traumatic brain injuries pursuant to section 136.5(b) of this Title.

~~(3)~~ Temporary coaching license. Except as provided in subclause (4) of this clause and notwithstanding the provisions of section 80-5.10 of this Title, other persons with coaching qualifications and experience satisfactory to the board of education may be appointed as temporary coaches of interschool sport teams whether in a paid or non-paid (volunteer) status, [when certified teachers with coaching qualifications and experience are not available,] upon the issuance by the commissioner of a temporary coaching license. A temporary coaching license, valid for one year, will be issued under the following conditions:

(i) the superintendent of schools shall submit a statement to the department that the district is unable to obtain the services of a certified teacher with coaching qualifications and experience;

(ii) candidates for initial temporary licensure shall have completed the first aid requirement set forth in section 135.5 of this Part prior to the first day of coaching and the coursework or training requirement for identifying and reporting child abuse and maltreatment set forth in section 135.7 of this Part;