

**Collective Bargaining
Agreement for Teachers and
other Professional Employees
Between the Pittsburgh Board
of Public Education
Pittsburgh, Pennsylvania and
the Pittsburgh
Federation of Teachers
Local 400 American
Federation of Teachers
Afl-Cio July 1, 2007
Through June 30, 2010**

COLLECTIVE BARGAINING AGREEMENT

for

**TEACHERS AND OTHER
PROFESSIONAL EMPLOYEES**

between the

**PITTSBURGH BOARD OF
PUBLIC EDUCATION
PITTSBURGH, PENNSYLVANIA**

and the

**PITTSBURGH FEDERATION
OF TEACHERS**

**LOCAL 400
AMERICAN FEDERATION OF TEACHERS
AFL-CIO**

**July 1, 2007
through
June 30, 2010**



NEGOTIATING COMMITTEES

Pittsburgh Board of Public Education

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Theresa Colaizzi Board Member, Negotiations Committee Chairperson
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PFT Staff (formerly Brookline Teacher
Center and Madison Elementary School)
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PREAMBLE

This Agreement made and entered into as of the 1st day of July 2007, by and between the Pittsburgh Board of Public Education and the Pittsburgh Federation of Teachers, Local 400, American Federation of Teachers, AFL-CIO.

PART A STRUCTURE OF THE AGREEMENT

ARTICLE 1 MUTUAL OBJECTIVES OF THE BOARD AND THE FEDERATION

1. The Pittsburgh Board of Public Education and the Pittsburgh Federation of Teachers mutually recognize and declare that they have the common goal of providing a thorough, efficient and effective system of public education for the children of Pittsburgh, characterized by educational excellence, equal opportunity, and the continuing improvement and utilization of the special skills, talents and interests of the educational staff.
2. To meet the needs of a progressive and forward-looking public school system, the Board and the Federation express a mutual obligation to and responsibility for education that extend far beyond the scope of a collective bargaining agreement governing terms and conditions of employment.
3. The parties agree that appropriate teacher dress is a positive example to students and a constructive influence on the general comportment of students and on the overall learning atmosphere in the schools.
4. The parties agree that clean, healthful, and safe conditions in the schools are a positive influence on the ability of teachers to teach and on a productive learning atmosphere for students.

ARTICLE 2 UNION RECOGNITION AND DUES DEDUCTION

1. a. The Pittsburgh Board of Public Education, hereinafter sometimes referred to as the "Board," pursuant to applicable provisions of the "Pennsylvania Public Employe Relations Act of 1970," recognizes the Pittsburgh Federation of Teachers, Local 400, American Federation of Teachers, AFL-CIO, hereinafter referred to as the "Federation" or "Union," as the sole and exclusive bargaining representative for all professional personnel in those employment categories included in the May 23, 1968, and May 20, 1970, collective bargaining elections, as well as any employment categories added per the terms of this or any previous Agreement, all of whom are hereinafter referred to as "teacher" or "teachers."
- b. Included in the collective bargaining unit are Pennsylvania certified unrestricted day-to-day substitutes who have worked at least forty (40) days in each of two (2) consecutive semesters. If a break in consecutive semesters occurs as a result of working for a semester or semesters as a full-time substitute, as defined in this collective bargaining agreement, such break will not interfere with the counting of consecutive semesters. However, the semester in which full-time substitute work occurs will not count as a semester(s) toward the two (2) consecutive semesters necessary for inclusion in the unit. A day-to-day substitute within the bargaining unit shall lose unit eligibility in the event the substitute fails to work at least forty (40) days in a semester and will be required to fulfill the two consecutive semester requirement as described above in order to regain unit eligibility.
2. a. The Board will deduct from the pay of each teacher from whom it has received or receives an authorization to do so the Federation's annual membership fee in uniform dollar amounts or in a percentage, should the Federation adopt a uniform percentage dues in the future, with a single deduction, itemization, and reporting. A separate deduction each pay and a separate itemization on the pay stub will be available for a Federation dedicated percentage dues, if such a dues is approved by the Federation membership. The parties shall meet to mutually agree upon an implementation date for any dues structure changes.

- b. Under the existing Federation dues structure, deductions will continue to be made annually within a ten (10) month period, excluding the months of July and August. All deductions will be made in equal payments from each regular paycheck. The authorization for dues deductions shall remain in effect throughout the term of this Agreement. A revocation of any membership may only commence immediately following the expiration of this Agreement, provided timely notice of same shall be submitted to both the Board and the Federation by individual certified letter during a thirty (30) day period running between sixty (60) days and thirty (30) days immediately prior to the expiration date of this Agreement. The fees and a list of the teachers from whom they have been deducted and the amount deducted from each shall be forwarded to the Federation office no later than thirty (30) days after such deductions are made. The Federation agrees to defend, indemnify, and hold harmless the Board in connection with any cost or litigation arising out of any deductions made pursuant to this Section.
 - c. Effective January 1, 1996, percentage membership dues deduction for day-to-day-substitute Federation members shall be 1% of earnings.
3. Effective January 1, 1984, the Board shall provide payroll deduction for voluntary contributions to the PFT Political Action Fund as follows:
- a. The Federation shall submit to the Division of Employee Relations voluntary, signed PFT Political Action Fund payroll deduction authorization cards. Deductions will commence no later than the next month after the cards are received.
 - b. The voluntary, signed PFT Political Action Fund payroll deduction authorization cards shall specify a whole dollar amount to be deducted from the participating teachers' monthly pay, but with the deductions being made from each paycheck, i.e., from twenty (20) paychecks throughout the ten-month regular school year.
 - c. Any increase, decrease, or revocation of an authorization will not be effective during the school year. Any such increase, decrease, or revocation must be submitted in writing to the Division of Employee Relations and shall be effective with the beginning of the next school year after the written request is received by the Division of Employee Relations.
 - d. Monies voluntarily deducted under the provisions of this Section shall be remitted to the Federation twice annually:
 - (1) The first such payment each year to the Federation shall be made no later than August 31 and shall cover contributions for the months of January through June.
 - (2) The second such payment each year to the Federation shall be made no later than January 31 and shall cover contributions for the months of September through December.
 - (3) Each time contributions are remitted to the Federation, they shall be accompanied by a printout of the contributing Federation members and the amounts of their individual contributions.
 - e. The Federation agrees to defend, indemnify, and hold harmless the Board in connection with any cost or litigation arising out of any deductions made pursuant to this Section.
4. The Board will deduct from the pay of each Federation nonmember a total fair share fee as determined in accordance with the fair share fee definition and procedures of Act 84 of 1988.
- a. Such deduction will be made annually, within a ten (10) month period, excluding July and August. All deductions will be made in equal payments from each regular paycheck. The fees and a list of the nonmember teachers from whom they have been deducted and the amount deducted from each shall be forwarded to the Federation office no later than thirty (30) days after such deductions are made.
 - b. The terms of this Section shall constitute the completed negotiation of a "fair share" provision by the parties, as per Act 84 of 1988.
 - c.
 - (1) In the event any legal challenge is raised to the state law, the Federation's role in indemnifying the Board from any legal costs thereunder shall be consistent with the requirements of said law.
 - (2) If any legal challenge is raised to the implementation of said law here in Pittsburgh, or is raised in such a way on a statewide basis that it has potential cost implications

to the Board, the Federation agrees to defend, indemnify, and hold harmless the Board in connection with any cost or litigation arising out of "fair share" deductions made pursuant to this Section.

- (3) This Federation indemnification of the Board also applies to any legal challenge to the deduction or to the amount of the "fair share" fee that may be raised either initially or at some future time.
- d. Effective January 1, 1996, percentage fair share fee deduction for nonmember Federation-represented day-to-day substitutes shall be the prevailing fair share percentage of the total 1% dues which applies to day-to-day-substitute Federation members, as said fair share percentage is determined under the introductory paragraph of this Section.
5. Checkoff will be provided for the PFT QuEST Scholarship Program. The funds are to be used solely for the PFT/School District teacher recruitment program, scholarship/financial aid for Pittsburgh Public Schools' graduates in the program, and school mini-grants. All of the aid under this payroll deduction program will be directed to financially needy and to minority Pittsburgh Public Schools' graduates.

ARTICLE 3 UNION MATTERS

1. The parties agree that a copy of this Agreement will be provided to each unit employee by the Board. The Federation agrees to reimburse the Board for one half (1/2) the cost of printing copies of this Agreement for distribution to each unit employee and to continue to reimburse the Board in full for any additional Agreement copies which may be requested by the Federation.
2. A copy of any central office notice, directive, posting or bulletin relating to teachers generally or to any group of teachers will be supplied simultaneously to the Federation president. Copies of materials of a similar nature issued by the Federation will be provided simultaneously to the Division of Employee Relations.
3. Upon request by the Federation, the Board will make available such information as is relevant to negotiations and/or the administration of this Collective Bargaining Agreement.
4. The Board agrees to provide the Federation with the following:
 - a. Monthly Board Minutes, including bound copies, and a copy of the annual Employee Directory.
 - b. Information on any new or changed programs, experiments, research, etc., and a copy of any bulletins and publications relating to educational matters.
 - c. Any proposed reductions or increases in unit positions or assignments.
 - d. At least once during the term of this Agreement, a system-wide seniority list with the most recent date of hire for each unit employee, the job category, and the certification in which each teacher listed is teaching as of the date of the list.
 - e. The names, addresses and schools of all unit employees within twenty-five (25) school days after the opening of school each year; the names, addresses and schools, if known, of newly hired unit employees at least monthly, including during the summer; and an annual list of the names, addresses and telephone numbers of Federation members.
 - f. Subject to reimbursement of the cost by the Federation, such other printouts and mailing labels for unit employees as were made available in the past.
5.
 - a. Regular bi-monthly meetings of representatives of the Federation and representatives of the Division of Employee Relations shall be held, such meetings to be scheduled at mutually agreeable times.
 - b. The Superintendent of Schools shall, if requested, meet monthly with representatives of the Federation to discuss key educational matters of academic achievement and school discipline, school safety, and other issues related to the learning environment. Additionally, educational policy and development, and strategies related to the same will be discussed, as well as, matters of mutual concern. Such meetings to be held at mutually agreeable times.

- c. The principal of a school shall meet, if requested, at least once a month with the Federation Building Committee to discuss professional concerns and recommendations, such meetings to be held at mutually agreeable times.
6. The parties recognize that an essential element in promoting student achievement and in implementing School District initiatives is effective leadership by management staff in each of the District's schools and central administration. In order to further these objectives on an on-going basis, the parties agreed to the establishment of a Leadership Review Board.
- a. School District participants shall include the Superintendent, Deputy Superintendent, Executive Director of Employee Relations and others, as designated.
 - b. Federation participants shall include the Federation President, three Vice Presidents and three designees appointed by the Federation President.
 - c. The Leadership Review Board shall meet at the conclusion of the first semester of the 2007-2008 school year, at the conclusion of the third nine week grading period and at the end of the school year.
 - d. Beginning with the 2008-2009 school year, the Leadership Review Board shall meet quarterly.
 - e. Despite the foregoing, meetings may be held on a more frequent basis, not to exceed one (1) meeting per month.
 - f. The Leadership Review Board shall examine issues raised by the Federation relative to the effective management of individual schools and central administration. The Federation will identify and acknowledge situations where it believes administrative leadership is contributing to the positive learning and working environment. For situations where the Federation believes administrative leadership is not contributing to a positive learning and working environment, the Federation will recommend strategies to correct negative situations. The Leadership Review Board shall assume the responsibility for monitoring and recording progress resulting from its work.
7. Union business provisions:
- a. The Board shall permit a designated staff member of the Federation or off-duty teacher-representative of the Federation to visit the schools to investigate working conditions, teacher complaints, or problems relating to the terms and conditions of this Agreement. The Federation representative shall continue first to report to the building office. The Federation agrees that any investigations will be made in such manner as to insure that there will be no disruption or interference in the educational programs of the school. If conferences with teachers are necessary, they shall be scheduled so as not to interfere with the instructional program.
 - b. On twenty-four (24) hours notice to the principal of the school, the authorized representative of the Federation shall normally be permitted to schedule meetings in the building before or after regular duty hours or during lunch time of the teachers involved. Such meetings shall not disrupt normal school operations.
 - c. The Federation shall have the right to place material in the mailboxes of teachers and other members of the representation unit. A copy of such materials shall be provided to school principals prior to placement in teacher mailboxes. Placement will be made by an authorized representative of the Federation or his/her designee.
 - d. The Federation shall be provided a minimum of one (1) bulletin board in each school in a place readily accessible to and normally frequented by all teachers for the posting of notices and other materials relating to Federation activities. The bulletin board allocated shall be identified with the name of the Federation and the authorized representative of the Federation or his/her designee shall have the responsibility for posting materials on the bulletin board. The Federation agrees that nothing of a derogatory nature shall be placed upon such bulletin boards.
8. a. In schools where the Federation representative is unavailable at a particular time, a teacher or regular staff member of the Federation will inform the principal or designee of his/her presence and the purpose of the visit. Upon such proper identification, the rights of an authorized Federation representative will be accorded. Where there are multiple building

representatives, one shall be designated by the Federation as the head building representative for purposes of contact with the principal.

- b. A maximum of fourteen (14) teachers who are elected or appointed to full-time positions with the Federation, the Pennsylvania Federation of Teachers, or the American Federation of Teachers will, upon proper application, be released from duty for one (1) year periods in order to perform union activities. The Federation agrees that no more than six (6) of these teachers plus any Federation part-time summer staff shall be assigned at any one time to provide representation for its various bargaining units with the Office of Human Resources and otherwise to work regularly within the School District in the administration of the Federation's various Agreements. Such releases may be renewed from year to year upon request by the Federation. Those teachers released shall retain all benefits and shall continue to accrue seniority for salary increments and all other purposes as though they were in regular duty, except that there shall be no accumulation of additional sick leave and personal leave. The Federation shall reimburse the Board in full for all salary costs, benefit costs, and employer costs incurred by the Board in releasing teachers from duty under this Section. Upon return to duty, which shall normally only occur at the start of a school year or second semester, teachers shall be placed in accordance with the provisions of Article 33, Leaves of Absence Provisions.
 - c.
 - (1) Up to three (3) Federation members may continue to be released for short periods of time upon mutual agreement of the parties. In these cases, the Federation shall reimburse the School District for the salary costs during such periods, but not for other related costs. This provision shall only apply to releases of three (3) weeks or less in duration.
 - (2) The parties agree to continue short term releases beyond three (3) weeks and up to a full semester in length, under the same terms as have previously been applied, i.e., full application of all provisions of 7.b. above.
 - d. Whenever members of the bargaining unit are by mutual agreement of the parties scheduled to participate during working hours in collective bargaining negotiations, they shall be excused without loss of pay or diminution of any fringe benefits. The Federation agrees to reimburse the Board for any substitution costs where the Board provides a day-to-day substitute replacement and to reimburse the Board should any payments be necessary to other teachers under the provisions of Article 129, Compensation for Loss of Preparation Periods. Whenever members of the bargaining unit are by mutual agreement of the parties scheduled to participate as witnesses during working hours in arbitration hearings, they shall continue to be excused without loss of pay or diminution of any fringe benefits.
- 9.
 - a. The Board agrees that in the process of developing and adopting its mainstream budget each budget year, any provisions for mainstream budget position reductions and/or teacher layoffs will not refer to any number of actual layoffs unless there has been a prior discussion between representatives of the Union and the Superintendent of Schools and/or the Office of Human Resources.
 - b. Should any actual layoffs be planned, the Superintendent of Schools and/or the Office of Human Resources will discuss them with the Union before final recommendations are presented to the Board for implementation.

ARTICLE 4

TEACHER RECRUITMENT AND STUDENT RECRUITMENT PROGRAMS

- 1. The Board and the Federation agree to continue with and cooperate on the Teacher Recruitment Program for graduates of the Pittsburgh Public Schools to become future teachers in Pittsburgh.
- 2. The parties agree to continue to work cooperatively on the recruitment of new students, the retraction of former students, and the retention of current students.

ARTICLE 5

EMPLOYER RIGHTS

The Board reserves all rights and powers conferred upon it by the constitutions and laws of the Commonwealth of Pennsylvania and of the United States, except as limited by this Agreement.

ARTICLE 6 SAVINGS AND INTEGRATION

1. This Agreement is subject in all respects to the laws of the Commonwealth of Pennsylvania with respect to the powers, rights, duties and obligations of the Board, the Federation and employees in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect and the parties shall meet within thirty (30) days to negotiate a substitute provision.
2. The parties to this Agreement acknowledge that during the course of the collective bargaining leading to this Agreement they have had the opportunity to negotiate on all matters presented for negotiations and which constituted proper subjects for collective bargaining, and the parties further agree that during the course of this Agreement there shall be no further duty to bargain insofar as this Agreement is concerned. Notwithstanding the above, the parties may by mutual agreement at any time during the life of this Agreement amend same pursuant to a written instrument executed by both parties.

ARTICLE 7 DEFINITIONS

Where used in this Agreement:

1. "School" shall mean any work location or functional division or group.
2. "Board" shall mean the Pittsburgh Board of Public Education and its administrative departments.
3. "Principal" shall mean the administrator of any work location or functional division or group.
4. "Representation Unit" shall continue to include teachers, counselors, nurses, social workers, psychologists, adjunct teachers, coordinators, dental hygienists, and any other professional employee categories included among those eligible to participate in the May 23, 1968 and May 20, 1970 collective bargaining elections.
5. "Teacher" shall mean teacher(s) or any other member(s) of the representation unit.
6. "Teaching" shall mean teaching and any other professional service provided by members of the representation unit.
7. "Building Representative" or "Authorized Representative" shall mean the agent of the Federation in any work location or functional division or group.
8. The singular shall include the plural.
9. Middle school teachers shall continue to be regarded as secondary school teachers, except as may be provided otherwise under the terms of specific Articles of this Agreement.

ARTICLE 8 FAIR PRACTICES

The Board and the Federation agree that they will not discriminate against any teacher on the basis of race, creed, color, national origin, handicap, sex, age, marital status, sexual orientation or participation or lack of participation in the activities of the Federation.

ARTICLE 9 HEADINGS

Any headings preceding the text of the Parts and Articles herein are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction or effect of any of the Parts and Articles, or of the Agreement.

ARTICLE 10 BOARD POLICY MATTERS

The parties mutually agree that the Articles and Sections appearing in Part B of this Agreement have been included in the Agreement pursuant to the “meet and discuss” provisions of Section 702 of Act 195 of 1970.

Any proceedings initiated under Article 27, Grievance and Arbitration Procedures, of this Agreement in relation to the Articles and Sections of Part B shall be presented at the third level. If the third level decision is appealed, such an appeal shall be undertaken in accordance with Section 11. b. of Article 27.

With respect to the Articles and Sections of Part B and notwithstanding any other provisions of Article 27 any arbitrator selected by the parties shall have authority only to find that the Board has not implemented, or has incorrectly applied, said Articles or Sections, and shall have no authority to alter, amend or change said Articles or Sections in any manner whatsoever. Upon any finding that the Board has not implemented, or has incorrectly applied, any of said Articles or Sections, the Board shall reexamine its action and shall institute appropriate remedial action.

PART B BOARD POLICY MATTERS

ARTICLE 11 CLASS SIZE

1. The following shall constitute what are reasonable class sizes for all schools.
 - a. Elementary schools:
 - (1) Primary grade levels, including kindergarten — twenty-five (25) students.
 - (2) Intermediate grade levels — twenty-eight (28) students.
 - b. Middle schools:
 - (1) Academic classes — twenty-eight (28) students.
 - (2) Related arts and other nonacademic classes — thirty-four (34) students (except for performing groups).
 - (3) Physical education classes — forty (40) students.
 - c. High schools:
 - (1) Academic classes — thirty (30) students.
 - (2) Nonacademic classes — thirty-four (34) students (except for performing groups).
 - (3) Physical education classes — forty-three (43) students. Commencing no later than the 2004-05 school year, physical education classes in high schools will be reasonably balanced in terms of class size, in order to avoid significant disparities among such classes and to assure greater safety for students during swimming classes. This balancing provision will also apply, where applicable, to middle schools and to elementary schools.
 - d. Special class size provisions:
 - (1) No mainstream English class at the high school level will exceed thirty (30) students.
 - (2) Health classes in high schools and middle schools will continue to be treated as academic classes insofar as class size considerations are concerned.
 - (3) If a kindergarten or first grade class exceeds twenty-seven (27) students, either steps will be taken to reduce the class to twenty-seven (27) students, or the following provisions shall apply in kindergarten or first grade classes which exceed twenty-seven (27) students:
 - (a) At schools where there are multiple kindergarten and first grade classes with more than twenty-seven (27) students, one full-time Primary Classroom Aide will be assigned to that school.

- (b) In a school with a sole kindergarten or first grade classroom in excess of twenty-seven (27) students, that school will share an aide with another similarly situated school. The aide will be assigned in whole day increments.
 - (c) Aide assignments will be made each year on or about October 1 when the official membership report is issued at the close of the first school month and will be reassessed at the mid-year semester break.
2. Classes in an individual school may range between plus or minus six (6) of the applicable reasonable class size figure, except that this provision shall not necessarily apply to every single class within the school. Integration of special education students into related arts and physical education classes at an individual elementary school(s) could cause these ranges to be exceeded at that elementary school(s), in accordance with the procedures that were utilized by the Board in this regard during previous Agreements.
 3. Class sizes in an individual school shall not average in excess of five (5) more than the applicable reasonable class size figure.
 4. The actual average class sizes, on a school-system-wide basis (not on an individualized school basis), for each of the eight (8) total class size categories indicated in Section 1. [not separate subject areas, grade levels, etc. within those eight (8) class size categories] shall not exceed two (2) more than the applicable reasonable class size figures provided under Section 1.
 5. Class sizes in vocational education, industrial arts, business education, and home economics shall continue not to exceed the number of stations available in the assigned classroom area. The number of stations in such classrooms shall continue to be maintained at levels consistent with continuing school-system-wide established standards and practices. The provisions of this Section do not require any changes in procedures and practices that were utilized in assigning students to such classrooms during the 1977-78 school year, but do require at least the continuation of these procedures and practices.
 6.
 - a. Class sizes for various special education classes are covered under Article 12, Special Education, Section 9., Subsection b.
 - b. Class size provisions for split grade classes are covered in Article 52, Split Grade Classes, Section 2.
 7. Within each individual school, class sizes for various grade levels, departments, and subject areas shall continue to be balanced reasonably.
 8. The definitions and procedures for calculating and reporting both actual class sizes and average class sizes, both on an individual school basis and on a school-system-wide basis, that were utilized during previous Agreements, shall be continued during the term of this Agreement.
 9. Information on actual class sizes and on average class sizes will be compiled annually by the Board prior to November 1 of each school year and will be made fully available to the Federation at that time. For high school classes that are conducted on a semester basis, class size information will be made available to the Federation early in the second semester.

ARTICLE 12 SPECIAL EDUCATION

The following words and terms have the following meanings, unless the context clearly indicates otherwise:

- i. **Eligible Student** — an eligible student is a student with a physical or mental disability as set forth in Chapter 14 and is determined by an Individual Education Program (IEP) team, based upon recommendations in a multidisciplinary evaluation, to need special education.
- ii. **Exceptional Student** — an exceptional student includes eligible students and gifted students.
 1. The Board will provide and maintain special education programs for students identified with a qualifying disability and who need specially designed instruction. Students will be assigned to programs based upon their learning and emotional needs as determined by the IEP team rather than their exceptionality. Some examples of these efforts are the following:

- a. The Board will provide and maintain Learning Support programs for eligible students whose primary identified need is academic learning as determined by the IEP team in each middle and high school.
- b. The Board will provide and maintain Emotional Support programs for eligible students whose primary need is emotional support as determined by the IEP team in each middle and high school.
2. The Board shall continue to provide one (1) special education certified replacement teacher to work at Conroy Education Center.
3. The Board shall continue to provide travel instruction to all eligible students who need this service as per the requirements of their IEP.
4.
 - a. The parties recognize that the law requires that eligible students be integrated with regular students in both academic and nonacademic classes.
 - b. No more than six (6) students with disabilities shall normally be assigned to and included in a regular education academic class, including reading, language arts, math, social studies, and science, without support. In addition, the number of students with disabilities in middle and secondary schools assigned to related arts classes including, but not limited to art, music, library, health and physical education and vocational education classes should be closely monitored by the school counselors and special education ITLs to ensure a proportional representation and blend of both typical students and students with disabilities. Whenever possible, and appropriate, special education in-class support should be considered for the related arts classes by the students' IEP building teams.
 - c. Each IEP team shall include persons who meet the following qualifications:
 - (1) One or both of the student's parents.
 - (2) The student, if 14 years of age or older, or if the parents choose to have the student participate at any age.
 - (3) A representative of the School District, other than the student's teacher, who:
 - (a) is qualified to provide or supervise the provision of special education.
 - (b) can ensure that the services specified in the student's IEP will be provided.
 - (c) will serve as the chairperson of the IEP team.
 - (4) One or more of the student's current teachers, including a regular education teacher who provides instruction to students of the same age.
 - (5) At least one (1) special education teacher.
 - (6) A person who is familiar with the placement options of the School District.
 - (7) A member of the Instructional Support Team (IST), if appropriate.
 - (8) One or more members of the Multidisciplinary Team (MDT) which completed the most recent evaluation or reevaluation of the student.
 - (9) A person qualified to conduct a diagnostic examination of students if a student is suspected of having a specific learning disability.
 - (10) Other individuals at the discretion of either the parents or the School District.

A single member of the IEP team may meet two (2) or more of the qualifications specified above. For initial placement IEPs, the team may not consist of fewer than three (3) people besides the parents, one (1) of whom must be a certified school psychologist. For continuation IEPs, the team may not consist of fewer than two (2) people besides the parents.
 - d. The limit of six (6) eligible students in a mainstream class may be exceeded under individual circumstances and to comply with the law, either with the agreement of the teacher of the mainstream class or following mutual agreement to an individual exception to said limit between the Federation and the Special Education Executive Director.
5. An otherwise qualified eligible student is not to be prohibited from participation in interscholastic sports because he/she is in a special education program.

6. An eligible student may not be placed in a class in which the chronological age from the youngest to the oldest student varies beyond three (3) years of the student's age in elementary school (grades K-6) and four (4) years in secondary school (grades 7-12), unless an exception is determined to be appropriate by the IEP team and is justified in the IEP.
7. FACILITIES: The following is the requirement of Chapter 14, State Regulations for Special Education.
 - a. General Rule: Special education schools and classrooms shall be comparable to regular schools and classrooms and shall conform to the requirements of school building regulations prescribed by the Departments of Labor and Industry and Environmental Resources. The classrooms shall include proper conditions, including natural and artificial lighting, ventilation, acoustical treatment, heating, adequate supplies, and storage of materials to ensure a barrier free learning environment. This provision includes facilities used to render services to students receiving related services as individuals or in small groups.
 - b. Need: Facilities for the provision of special education services and programs shall be appropriate to meet the specific needs of the students assigned.
 - c. Fair Share Plan: The comparability and availability of facilities for exceptional students shall be consistent with the approved intermediate unit or School District plan, which shall provide, by description of policies and procedures, the following:
 - (1) Exceptional students will be provided an appropriate classroom space.
 - (2) The moving of a class shall occur only when the result will be:
 - (a) To bring the location for delivery of special education services and programs closer to the students' homes.
 - (b) To improve the delivery of special education services and programs without reducing the degree to which the students are educated with students who are not eligible.
 - (c) To respond to an emergency which threatens the students' health or safety.
 - (d) To accommodate ongoing building renovations, provided that the movement of exceptional students due to renovations will be proportional to the number of nonexceptional students being moved.
 - (e) That the location of classes shall be maintained within a school building for at least three (3) school years.
 - (3) Each special education class is:
 - (a) Maintained as close as appropriate to the ebb and flow of usual school activities.
 - (b) Located where noise will not interfere with instruction.
 - (c) Located only in space that is designated for purposes of instruction.
 - (d) Readily accessible.
 - (e) Composed of at least 28 square feet per student.
8. The records of eligible students with individual educational program plans shall be maintained in accordance with FERPA (The Family Rights and Privacy Act). Third party medical records will be maintained in accordance with HIPAA (Health Insurance Portability and Accountability Act). The Board shall continue to purge from the transcript of every special education student any reference to the student's having been enrolled in a special education program. This latter provision shall not apply to those associated with programs for gifted students.
9. The following class size maximums and class size provisions applying to various special education classes shall be maintained throughout the term of the Agreement.
 - a. The class size maximums and provisions for special education classes contained in Subsection b. of this Section have been developed by the Board and the Federation based on two criteria:
 - (1) Established special education class size standards and practices in the Pittsburgh Public Schools.

- (2) Necessary educational considerations applicable to the operation of effective special education classes and programs.
- b. Class size minimums, maximums, and average number of pupils per period applying to various special education classes shall be as follows:

Caseload and Class Size for Special Education

This chart presents the maximum total caseloads, and the number of students permitted in an individual classroom in one class period. The numbers in parentheses in Middle and Secondary Learning Support and Emotional Support Classes shall be considered as averages. A teacher who has students scheduled over the average in one class shall be compensated for by a reduction of students scheduled to another class or other classes to achieve the average.

	Itinerant (20% or less)	Supplemental (Less than 80% but more than 20%)	Full-Time (80% or more)
Learning Support	50	15 E 20 M/S (12)	12
Life Skills Support	20	12 E 15 M/S	12 E 15 M/S
Emotional Support	50	12 E 12 M/S Therapeutic 20 M/S (12)	12
Deaf and Hearing Impaired Support	50	15	8
Blind and Visually Impaired Support	50	15	12
Speech and Language Support	65		12
Physical Support	50	15	12
Autistic Support	12	8	8
Multiple Disabilities Support	12	8	8

* The CITY CONNECTIONS program that is unique to Pittsburgh will be staffed at one (1) teacher and two (2) classroom assistants with a maximum caseload of 15 students.

* Academic/Life Skills Support Programs:

Elementary Level (Grades K-5) – Learning Support: 15 IEPS

Middle Grade Levels (Includes K-8 Middle Grade programs, magnet middle schools, ALA middle schools, and comprehensive middle schools) – Learning Support/Emotional Support: 20 IEPS

Secondary School Level – Learning Support/Emotional Support: 20 IEPS

- c. In addition, caseload size discussions for Early Intervention (EI) will be a focus of continuing discussion between the Federation and Administration.
- d. If it is necessary in a given class period to exceed the class size maximum because of scheduling, a compensating reduction at least equal to the same number of students shall occur within that teaching schedule for some other class period(s) during the school day, so that the average equivalent full-time daily membership shall not exceed the specified maximum equivalent full-time daily membership that is provided under Subsection b.
- e. The parties recognize that class sizes under this Section may be distorted by protracted absences by students in the high schools. Therefore, in determining class sizes under this Section, a student whose attendance history indicates no reasonable probability of normal attendance shall not be counted. Absence for twenty (20) consecutive school days indi-

cates no reasonable probability of normal attendance. Students not counted because of absence who subsequently begin attending on a regular basis shall be added to the determination of the class size maximums under this Section. Under this provision, no more than one (1) student shall be returned from the absent category to the active class roll at any one time without an adjustment, unless the class, following the return, is at or below the class size maximum. This means that although several students may be in the absent category for a given class, the number of students who may return from that category to the active class roll at any open time during a semester is limited to one (1) above the maximum class size.

- f. McNaugher Education Center high school students shall not be counted in the class totals when they miss ten (10) consecutive days of school. The twenty (20) school days of consecutive absence referred to in Section 9.g. above shall not apply at McNaugher Education Center (high school). At McNaugher Education Center (high school), a student who misses ten (10) days shall be placed in the absent category and additional students may then be assigned to the class as long as the active class roll does not exceed twenty (20) students.
- 10. Background material on a student, such as identifying information, address, and telephone number should be provided to a special education teacher receiving a transferred student or a new student into any special education program. For students with multiple disabilities, additional medical information such as food allergies, feeding tubes, mobility issues, etc., must be supplied to the receiving school and teachers in a timely manner.
- 11. Paraprofessional assistance will be provided to full-time center school programs on the following basis:

a.

Number of Paraprofessionals

Program	per Teacher
Life Skills Support	1 Classroom Assistant
Autistic Support	2 Classroom Assistants
Physical Support	2 Classroom Assistants
Multiple Disabilities Support	2 Classroom Assistants
Emotional Support	1 EAIII

- b. Paraprofessional assistance will be provided to elementary, middle, and secondary school programs that support full-time regional classrooms in the following program areas.

Number of Paraprofessionals

Program	per Teacher
Life Skills Support	One (1) Classroom Assistant for a full-time teacher
Autistic Support	Two (2) Classroom Assistants for a full-time teacher
Multiple Disabilities Support	Two (2) Classroom Assistants for a full-time teacher
Physical Support	One (1) Classroom Assistant for a full-time teacher
Emotional Support	One (1) EAIII for a full-time teacher

c. Elementary Schools

Program	Number of Paraprofessionals per Teacher
Learning Support	One (1) EAIII for one (1) teacher
	One (1) EAIII for two (2) teachers
	Two (2) EAIII's for three (3) teachers
	Two (2) EAIII's for four (4) teachers
	Three (3) EAIII's for five (5) teachers
	Three (3) EAIII's for six (6) teachers

- d. All efforts will be made to maintain paraprofessional positions in middle schools at the present staffing levels and to increase that number of paraprofessionals when possible.
12. Assistant Teachers, EAIII's and Classroom Assistants shall not be assigned lunch duty if there are special education classes or inclusion classes in session where paraprofessionals would normally be providing academic support or instruction during that lunch period. Paraprofessionals however may be assigned to a lunch duty to monitor special education students if no classes as referred to above are in session. If such lunch duty is added to the paraprofessional schedule, it shall not exceed more than one (1) period per school day.

**ARTICLE 13
READING PROGRAM,
TEACHERS OF READING,
AND READING COACHES**

1. The Board shall maintain reading specialist teaching positions in accordance with the established filling of these positions, except that maintenance of those reading specialist positions which are federally funded shall be subject to the continued availability of federal funds for that purpose. The Board, at its discretion, shall provide in-service training to reading specialists.
2. The Board agrees that a priority for in-service training programs at the primary grades level is the development of specific techniques for teachers to utilize in providing improved reading instruction, reading assistance, and other reading-related services to students. The provisions of this Section may be implemented, in whole or in part, through the Literacy Plus and Reading Coaches initiatives effective for the 2001-02 school year and thereafter.
3. The Board agrees to staff annually at least one (1) full-time reading diagnostician position (a teaching position to be filled by a certified reading specialist having a full testing and prescriptive background). The purpose of this position(s) is to assure that third graders who may be experiencing serious difficulty in learning to read will be individually examined during each school year. A diagnosis and summary of recommendations for each such child will be given to the child's regular teacher at a conference. The conference will be held following the testing of each such school's involved third graders.
4. The Board shall provide one (1) reading teacher for each academic interdisciplinary teaching team in each of the middle schools, as provided in Article 16, Middle Schools Interdisciplinary Teaching Teams, Section 1.
5. The following provisions shall apply to reading coaches, commencing with the 2001-02 school year:
 - a. Summer, after school and/or evening, and weekend workshops and training will be part of the job responsibilities of reading coaches, with compensation at the prevailing workshop rate.
 - b. For the startup of the reading coaches program in the 2001-02 school year only, elementary and middle school reading coaches shall be limited to one (1) year insofar as their right to return to their former school. After the initial year of the reading coaches program, there shall no longer be any right for reading coaches to return to their former school.

- c. Elementary school reading coach and middle school reading coach positions constitute a special professional employment category under Article 30, Building Seniority and Voluntary or Involuntary Transfers of Teachers, Section 12., and do not accrue building seniority at the school(s) in which they serve but do accrue job category seniority as reading coaches.

Effective with the 2003-04 school year, Secondary Reading Coaches will be granted special professional employment category status and will not accrue building seniority at the school(s) in which they serve. They will accrue job category seniority as Reading Coaches retroactive to the time they began employment in the Reading Coach Program.

Secondary Reading Coaches currently in the Program, as of February 1, 2003, will be offered a one time only right of return to their home school at the conclusion of the 2002-03 school year.

ARTICLE 14 ATHLETIC PROGRAMS AND REIMBURSEMENTS - SENIOR HIGH SCHOOLS AND MIDDLE SCHOOLS

The following annual reimbursements and related provisions applying to athletics shall be in effect over the term of this Agreement:

1. The athletics subsidy for high schools will average at least \$18,500 annually per high school. Some high schools may receive more than this average amount and some may receive less than this average amount.
2. Transportation reimbursements for senior high schools:
 - a. 100% of the cost of transportation to all regularly scheduled varsity and junior varsity games, exhibition games, and scrimmages that are allowed by the PIAA in City League play for all sports. This includes both boys' and girls' teams.
3. Officiating reimbursements for senior high schools:
 - a. 100% of the cost of officiating fees for all regularly scheduled varsity and junior varsity games, exhibition games, and scrimmages that are allowed by the PIAA in City League play for all sports. This includes both boys' and girls' teams.
4.
 - a. The athletics subsidy for middle schools will average at least \$5,000 annually per middle school. Some middle schools may receive more than this average amount and some may receive less than this average amount.
 - b. Transportation costs and officiating fees shall continue to be paid by the Board for all regularly scheduled middle schools, including magnet middle schools, interscholastic basketball games, swimming meets, softball games, and soccer games for both boys' and girls' teams.
 - c. During any period of severe budgetary constraint in the School District, the parties may, by mutual agreement, adjust these annual amounts (under Subsection 4 a. above) for a particular middle school(s), if a significant balance remains in a school's account from the concluding calendar year's budget to the upcoming calendar year's budget. The parties agree that middle schools should utilize their annual athletics subsidy funds in a timely fashion insofar as the purchase of replacement uniforms and needed athletics equipment is concerned.
5. Two (2) tournament-entry fees for each boys' team and two (2) tournament-entry fees for each girls' team will be covered in those School District-authorized sports where tournament-entry is applicable.
6. Intramural programs shall continue to be provided in all middle schools, including magnet middle schools, with programs available to both boys and girls. Application of this provision shall continue to be dependent upon the availability and/or adequacy of student transportation.
7. The following provisions continue to apply in each school year to the normally-required minimum number of student participants on interscholastic athletics teams.

- a. Number of participants:

Senior High Schools

Football — 33
(Must have a Jr. Varsity team)
Basketball — 20
(Must have a Jr. Varsity team)
Track — 20; Small School — 15
Baseball — 18
Softball — 18
Swimming — 15; Small School — 12
Soccer — 15
Wrestling — 15
Cross Country — 15; Small School — 10
Volleyball — 12
Tennis — 8
Golf — 8; Small School — 5

Middle Schools

Softball — 18
Wrestling — 15
Soccer — 15
Basketball — 15
Swimming — 15; Small School — 12
Volleyball — 12
Cross-Country — 10

- b. In the event the number of participants on a particular team should drop below the applicable above figure after the team is in operation in a given season, the team will continue for the balance of the season.
 - c. If in the formation of a team the number of participants narrowly misses reaching the applicable above figure, the Manager of Athletics will have the discretion to approve the team's operation. The main consideration for such approval will be the degree to which the attained number of participants appears likely to remain stable for the entire season.
 - d. In those sports where coeducational teams are practicable, if the applicable figures cannot be achieved for both a separate boys' team and a separate girls' team, then the already-existing School District alternative of forming a coeducational team will be maintained in accordance with previously established practices.
- 8. The program of reimbursements for interscholastic athletics will continue to be administered by the Section on Interscholastic Athletics.
 - 9.
 - a. Monies for athletics at each school shall be maintained in an individual account, separate from any general fund which a particular school may have.
 - b. The athletics subsidy at a school will continue to be separate from the site-based budget amount at the school.

**ARTICLE 15
PHYSICAL EDUCATION AND ATHLETICS**

- 1. Physical education classes shall be maintained at all grade levels for boys and girls according to federal and state mandates.
- 2. Pupils participating in varsity athletics shall be scheduled to gym for the last period of the school day insofar as possible so that scheduled game times can be met without loss of time from academic subjects.
- 3. Minimum standards involving athletic and physical education facilities at all schools to be newly constructed shall be maintained under the direction of the Section on Interscholastic Athletics, covering at least the following areas:

- a. field(s)
- b. gymnasium(s)
- c. pool(s)*
- d. dressing rooms
- e. shower facilities*
- f. health class facilities
- g. equipment and supplies
- h. adaptive physical education

These criteria shall be maintained for high schools, middle schools, and elementary schools.

*not required in elementary schools

- 4. Interscholastic athletics programs in basketball, swimming, softball, soccer, cross-country, volleyball, and wrestling will continue in the middle schools with separate teams and separate coaches for boys and girls. Magnet middle schools shall have these same interscholastic athletic programs, except volleyball and wrestling.
- 5. Where telephone service is not otherwise available for emergency use at athletic events and at practices that are away from school grounds, a cellular phone will be provided to coaches on a check-out basis.

**ARTICLE 16
MIDDLE SCHOOLS INTERDISCIPLINARY TEACHING TEAMS**

- 1. During the term of this Agreement, the Board agrees to assign five (5) full-time teachers, or the equivalent, to each middle school’s academic interdisciplinary teaching team, one (1) of whom shall be a full-time communications teacher. Less than five (5) full-time teachers or the equivalent of five (5) full-time teachers may be assigned to a team in situations where underenrollment so warrants. More than five (5) teachers may be assigned to a team in a new or revised organization of the middle schools which alters the way in which teachers are assigned to teaching teams, provided the class size requirements of Article 11, Class Size, and the number of teaching periods requirements of Article 46, Secondary School Teaching Schedules and Teaching Day, are met.
- 2. Efforts shall be made to assign one (1) instructional aide to each middle school’s academic interdisciplinary teaching team.
- 3. The matter of rotation by middle school ATCD teachers shall be handled over the term of this Agreement in the following manner. Rotation refers to the concept wherein middle school ATCD teachers have their teaching schedules follow, from subject area to subject area within their certification, a class(es) of students who are assigned to them, rather than the teachers specializing in individual subject areas of their certification. In any three-house middle school where there is sufficient ATCD staff to permit ATCD teachers to specialize, and if the principal at such a middle school and the Executive Director for Middle Schools agree that students are receiving the expected ATCD instruction and career guidance without the employment of rotation, then rotation need not be utilized at that school.

**ARTICLE 17
MAJOR DISCIPLINE AREAS/LEARNING ENVIRONMENT**

- 1. The parties recognize that an essential element in promoting student achievement is the existence of a safe, secure, and orderly learning environment in every school. The parties commit to the following:
 - a. The PFT will communicate concerns regarding school discipline and learning environment in specific schools, district regions and the overall district directly to the Deputy Superintendent for resolution. The Deputy Superintendent will direct and apply district resources to effectively address these issues in a timely fashion, and appropriate action shall be taken to resolve the issues of concern. On a monthly basis, the PFT and the Deputy Superintendent shall examine and evaluate strategies and their impact. Reports of these meetings shall be regularly presented to the Professionalism and Education Partnership (PEP).
 - b. Ongoing efforts to strengthen and to improve the learning environment in every school.
 - c. Regular meetings between Federation and Board leadership to identify and address both weaknesses and strengths related to learning environment throughout the School District.

- d. Communication to schools and the community that learning environment and academic achievement are the parties' highest educational priorities and must exist simultaneously.
2. The "Code of Student Conduct: Policies Governing Student Discipline, Student Rights and Responsibilities," (Code) formerly "School Discipline Code and Procedures," including "Attendance Standards and Attendance-Related Procedures," shall continue as in effect at the time of the execution of this Agreement, or as may be amended by the Board in the future. The Federation shall be consulted during the development of any amendments or additions to the Code including "Attendance Standards and Attendance-Related Procedures," and of regulations relating thereto, such consultation to take place prior to the adoption by the Board of any such amendments, additions, or regulations.
 3.
 - a. The Board shall continue to support teachers and other members of the representation unit covered under this Agreement in the appropriate and proper exercise of disciplinary authority relating to students in accordance with applicable provisions of the Code or of any other established and published Board policies and procedures for dealing with student misconduct. This Board support shall include situations wherein the exercise of appropriate and reasonable physical restraint in relation to students may be necessary on the part of teachers and other professional employees covered under the terms of this Agreement during unusual or emergency circumstances affecting order either within the school and its immediate environs as a whole or within individual classrooms.
 - b. Nothing in this Section shall be construed to alter the responsibilities or the rights of teachers or the responsibilities or the rights of the School District under the Pennsylvania Political Subdivision Tort Claims Act.
 - (1) The Board's Law Department shall continue to provide payment for legal assistance, acquired in cooperation with the Federation, to the teachers and other professional employees covered under the terms of this Agreement, where such assistance is appropriate and necessary in matters arising out of the proper exercise of disciplinary authority relating to students in accordance with the Code. In providing this legal assistance, the Law Department's primary obligation shall be to protect the Board's best interests and where, in the opinion of the Board Solicitor, such protection in a specific case conflicts with protection of the teacher, the teacher and the Federation shall be so advised, and any Law Department assistance in that specific case shall be confined thereafter to those areas, if any, wherein such conflict does not exist. The Board shall continue to allocate an amount of \$5,000 annually, i.e., each calendar/budget year, to provide the preceding referred-to legal assistance.
 - (2) The Board shall continue to allocate another amount of \$5,000 annually, i.e., each calendar/ budget year, to provide payment for legal representation, acquired in cooperation with the Federation, for teachers and other professional and paraprofessional personnel in equitable or criminal legal actions initiated by those personnel against students, nonstudents, or adults. These legal actions must have arisen from student offenses and discipline in the schools and related incidents, including where a teacher is pressing charges against a student, nonstudent, or adult arising from an assault upon the teacher. The Law Department shall utilize these funds to provide this legal representation in those cases which the Law Department determines, after consultation with the Federation, meet the following criteria:
 - (a) A conflict of interest does not exist concerning the interests of the School Board.
 - (b) The litigation has not arisen solely from a personal antagonism.
 - (c) The case, if prosecuted, could benefit the Board and teachers and other professional and paraprofessional personnel in maintaining fair and effective discipline.
 - (3) The two (2) \$5,000 annual amounts indicated in Subsections 2.b.(1) and 2.b.(2) above may be used interchangeably, i.e., a total of \$10,000 is available annually to cover an aggregate set of matters which may occur each year under either Subsection 2.b.(1) or Subsection 2.b.(2). The Board's total annual liability for the cost of legal representation under the combination of Subsections 2.b.(1) and 2.b.(2) above shall continue to be limited to \$10,000 per calendar/budget year.

- c. All incidents of school-connected assaults upon students or Board personnel, including teachers, shall be reported to the Superintendent of Schools through the Office of Student Services or the organizational equivalent. The reports shall be available to School Safety. Appropriate procedures shall continue to be established and maintained by the Superintendent of Schools to ensure the completeness of the assault reports. If requested, individual cases will be reviewed with the president of the Federation to the extent permitted by law.
- d. A monthly report on the numbers and percentage of absenteeism, tardiness, and class cutting among students shall be submitted to the Superintendent of Schools for each individual school or other educational center.
- e. Federation representatives shall be provided with any orientation or explanation of the Code and its application, similar to any provided to school administrators.
- f. The Board shall distribute to each new teacher a complete copy of the Code. This copy shall also include the full set of attendance standards for students. All teachers shall receive a copy of any amendments to this Board publication.
- g. In-school suspensions, should they be employed at any school, shall continue to be understood to be a procedure to be utilized as an alternative to out-of-school suspensions.

ARTICLE 18 ELEMENTARY SCHOOLS

- 1. The Board shall continue to work to improve the provision and distribution of special subject teachers in the elementary schools to teach the four (4) areas of art, music, library, and physical education. Provisions dealing with both elementary school specialist teachers and relief teachers are contained in Article 45, Elementary School Daily Schedule, Teacher Workday, and Teaching Schedule, Section 5.c.
- 2. Utilization of the daily Essential Staff Educational Practices (ESEP) period in all elementary schools shall continue as revised and updated from the original guidelines by the Special Committee on ESEP during the 1992-93 school year.

ARTICLE 19 EMPLOYMENT OF REPLACEMENT TEACHERS

The annual complement of replacement teachers, agreed upon annually by the Federation and the Office of Human Resources, may be utilized to fill replacement teacher positions for any program or purpose to which the parties agree. Whatever number is not needed for such program(s) or purposes(s) in any school year would be hired in the normal replacement teacher capacity. If no other assignments for replacement teachers are made in a given school year, then the full annual complement of replacement teachers shall be maintained.

ARTICLE 20 ALLOTMENT OF FUNDS FOR SENIOR HIGH SCHOOL AND MIDDLE SCHOOL MUSIC-RELATED EXPENSES

- 1. Each senior high school shall continue to be provided with an annual allowance of \$3,600 to be used for the replacement and for the cleaning and maintenance of band uniforms, choir robes and other items of dress related to the conduct of the senior high school's music program.
- 2. Each middle school shall continue to be provided an \$1,800 annual allowance for items of dress related to the conduct of its music program.
- 3. Each high school and middle school shall be provided reasonable transportation assistance in order to enable bands, orchestras, and choral groups to represent the schools in performances at athletic events, music competitions, and community affairs (parades, holiday programs, etc.).

ARTICLE 21
SUMMER SCHOOL EMPLOYMENT CRITERIA

1. The following factors for consideration by the Board in making summer school teaching assignments are not necessarily listed in the order of their importance.
 - a. Preference point totals as defined in Section 5. of this Article shall be the seniority criteria that apply to the selection of summer school teachers.
 - b.
 - (1) First eligibility to teach a specific summer school subject course(s) shall continue to be extended to those teachers who taught the subject course(s) either during the school year in which summer school application is made or in the immediately preceding school year, irrespective of the certification(s) teachers making application may hold. Teachers must be certified to teach the summer course(s) for which they apply. Selection of such teachers shall continue to be in accordance with the provisions of Section 5., with said provisions applicable to those teachers who apply and are eligible to teach a specific course(s).
 - (2) During any summer in which the secondary school summer program is restricted, a teacher having extensive overall seniority and extensive summer school seniority will be eligible for summer school selection even if said teacher, while holding the proper certification to teach an available summer subject, did not actually teach that summer subject either during the school year in which the summer school application is being made or during the immediately preceding school year but did teach in the overall field of certification in which that summer subject lies.
 - c. Teachers who teach or work in a new or unique school year program shall continue to have first eligibility to teach or to work in any summer extension of that program, provided the parties agree that the program is new or unique prior to the posting of summer school teaching and summer work opportunities. Selection of such teachers shall again continue to be in accordance with the provisions of Section 5.
 - d. The provisions of Subsection b. shall not apply to Pioneer Education Center or Conroy Education Center. Teachers at Pioneer and Conroy will be given first preference on summer teaching jobs at their respective schools when the summer teaching job is in a program designed for their school and their students.
 - e. Past performance in regular school year teaching assignments and/or in summer school teaching assignments shall also be applied in the selection of summer school teachers, as follows:
 - (1) Teachers receiving below-average or unsatisfactory ratings for the school year in which summer school application is being made shall not be eligible for summer school employment in that summer.
 - (2) Teachers receiving below-average or unsatisfactory ratings for the evening school year immediately preceding the one for which evening school application is being made shall not be eligible for evening school employment in that school year.
 - (3) Teachers who are interviewed by Human Resources in two (2) consecutive years with regard to excessive absenteeism shall not be eligible for summer school employment in the summer of the second of the two (2) consecutive years.
2. No person who is not a classroom teacher in the Pittsburgh Public Schools shall be employed as a summer school teacher, unless no other qualified applicant is available for a particular assignment.
3. In the case of summer driver education only, professional personnel who are paid on the teachers' salary schedule and who are certified in driver education shall be eligible for a driver education assignment.
4. Preference point totals and certification will be utilized in determining which teachers are appointed to teaching schedules that include afternoon laboratory sessions in science courses such as chemistry and physics and also for any longer-day and/or additional-week(s) assignments for driver education teachers. This same principle shall apply to summer school library assignments and to any other summer school teaching opportunities which may involve any longer-day and/or additional-week(s) assignments. Teachers must have listed at the time of

making summer school application any experience for which preference points are awarded in order for that experience to qualify for preference point credit.

5. Summer school preference point totals are determined as provided below. A teacher can earn no more than one (1) preference point per summer. Full time shall mean two (2) or more weeks of at least five (5) hours per day, provided that the assignment is completed unless completion was excused by the Office of Human Resources.
 - a. Years of previous professional summer employment in the Pittsburgh Public Schools as a summer school teacher or on full-time summer curriculum and/or textbook committees — one (1) point per summer to a maximum credit of seven (7) points. These summer assignments must be Board funded. (City Parks and Recreation cannot be considered Board funded.)
 - b. Years as a regular teacher in the Pittsburgh Public Schools — one (1) point per year to a maximum credit of ten (10) years.
 - c. Participation in the Pittsburgh Public Schools summer fellowship program — one (1) point per successfully completed summer fellowship.
 - d. Teaching in the paraprofessional summer grant program or other nonsummer school summer teaching assignments in the Pittsburgh Public Schools — one (1) point per summer.
 - e. Participation in full-time summer workshops conducted by the Pittsburgh Public Schools that conflict with the time during which summer school is in operation — one (1) point per summer of such participation.
 - f. Regular service as a summer employee of the Pittsburgh Public Schools in a professional position only in the following categories — one (1) point per summer.
 - (1) Connelley Technical Institute and Adult Education Center programs
 - (2) Summer Youth Employment Program (SYEP) — only if in professional capacity
 - (3) Adult Basic Education
 - (4) Census work — only if in professional capacity
 - g. Where total point compilations for two (2) or more candidates are equal, then tie breakers shall be applied in the following order of priority:
 - (1) Number of points beyond seven (7) gained through previous summer school teaching, curriculum work, or textbook selection (see Section 5.a. above).
 - (2) Years of service in the Pittsburgh Public Schools beyond ten (10) years.
6. For any centrally coordinated elementary summer program(s), the above preference point provisions shall not be utilized.
 - a. Hiring preference shall be given to those teachers, by grade level, who are assigned to the school(s) with students attending the regional site. Teachers who teach satisfactorily at a regional site in one summer shall have preference for hiring in a subsequent summer(s) at that regional site, provided that they continue to teach during the regular school year at a school in that regional site.
 - b. Secondary hiring preference would go to teachers, by grade level, who are assigned to schools whose students are not attending the program at the regional site.

**ARTICLE 22
TIMETABLE FOR SUMMER SCHOOL
POSTINGS AND NOTIFICATION OF EMPLOYMENT**

1. Solicitation for summer school applications shall be posted no later than March 30, except in cases where funding approval comes late.
2. Submission by teachers of applications for summer school teaching positions shall be due between the date of posting and April 15.
3. The initial number of necessary summer school teaching staff shall receive notification of their school placements and subject assignments as soon as these placements and assignments have

been determined, except in courses which normally require a laboratory assignment. Only subject assignments will be given in these cases.

4. Additional summer school teaching staff shall be notified of employment, school, and subject assignment as expeditiously as is possible.
5. All summer assignments are subject to Board approval.

ARTICLE 23 EVENING SCHOOL EMPLOYMENT

1. Factors for consideration by the Board in making evening school teaching assignments shall be the following (these factors are not necessarily listed in the order of their importance):
 - a. Preference point totals as defined in Section 3. of this Article.
 - b. Qualifications for the evening school teaching position.
 - c. Past performance in regular school year teaching assignments and/or in evening school teaching assignments.
 - (1) Teachers receiving below-average or unsatisfactory ratings for the school year immediately preceding the one for which evening school application is being made shall not be eligible for evening school employment in that school year.
 - (2) Teachers receiving below-average or unsatisfactory ratings for the evening school year immediately preceding the one for which evening school application is being made shall not be eligible for evening school employment in that school year.
 - (3) Teachers who are interviewed by Human Resources in two (2) consecutive years with regard to excessive absenteeism shall not be eligible for evening school employment during the school year immediately following those two (2) consecutive years.
2. No person who is not a classroom teacher in the Pittsburgh Public Schools shall be employed as an evening school teacher, unless no other qualified applicant is available for a particular assignment.
3. Evening school preference point totals are determined as provided below. A teacher can earn no more than one (1) preference point per evening school year.
 - a. Years of previous professional evening school employment in the Pittsburgh Public Schools as an evening school teacher — one (1) point per year to a maximum of seven (7) years.
 - b. Years as a regular teacher in the Pittsburgh Public Schools — one (1) point per year to a maximum credit of ten (10) years.
 - c. When total point compilations for two (2) or more candidates are equal, then tie breakers shall be applied in the following order of priority:
 - (1) Number of years of professional evening school employment beyond seven (7) gained through previous evening school teaching.
 - (2) Years of service in the Pittsburgh Public Schools beyond ten (10) years.

ARTICLE 24 SCHEDULE FOR CLOSING DAYS OF SCHOOL IN SENIOR HIGH SCHOOLS

1. The final examination schedule in all senior high schools shall commence four (4) workdays prior to the close of the regular teacher work year, exclusive of any individual school holidays or general school holidays that may occur at that time.
2. The following final examination schedule shall be observed for these final two (2) school days for students in senior high schools:
 - a. First Day —opening day for final examinations
morning —two one-hour final examinations
lunch —no school lunch period for any students (all students shall be

- dismissed for the remainder of the day following completion of the second examination of the morning)
 - afternoon —correction by teachers of final examinations
 - b. Second Day —closing day for final examinations
 - morning —two one-hour final examinations
 - lunch —no school lunch period for any students (all students shall be dismissed for the remainder of the day following completion of the second examination of the morning)
 - afternoon —correction by teachers of final examinations
- 3. The final two (2) days of the teacher work year shall be for
 - a. completion of correction by teachers of final examinations
 - b. closing clerical work and closing staff meetings
- 4. Student honors assemblies and closing programs shall be scheduled prior to the first day for final examinations as defined under Section 2.a. of this Article.
- 5. Teachers without final examinations to correct and/or without homeroom assignments shall continue to be available for professional and professional clerical duties and in-service.

ARTICLE 25
SCHEDULE FOR SENIOR FINAL EXAMINATIONS AND FINAL GRADES

The following schedule for senior final examinations and final grades shall be observed throughout all school years falling wholly or partially within the terms of this Agreement. This Article conforms with the provisions of Pennsylvania Basic Education Circular 30-76, dated May 18, 1976.

1. Senior subject teachers shall inform principals of all probable, as well as possible, senior failures by the close of the third full school week in May.
2. A final examination schedule for seniors shall be posted no later than the close of the third full school week in May. This examination schedule shall include provision for individual teachers to administer senior examinations within their regularly scheduled class periods.
3. Senior examinations shall be given no sooner than beginning with the tenth school day prior to the regular close of the school year and shall be completed no later than the ninth school day prior to the regular close of the school year.
4. Senior honors assemblies shall be scheduled during the final five (5) school days for seniors.
5. A day falling no later than the eighth school day prior to the regular close of the school year shall be set aside for book returns by seniors and for whatever other senior functions may be designated by principals. This shall be the final school day for seniors.
6. Following the final five (5) school days for seniors, seniors may only return to school for the following purposes:
 - a. rehearsal for graduation
 - b. picking up caps and gowns
 - c. picking up yearbooks [only if yearbooks were not available prior to the close of the last five (5) school days for seniors]
 - d. scheduled individual conferences with teachers and other professionals, concerning summer school, college admission, transcripts, job placement, and other such matters.
 - e. other authorized appointments with school personnel
7. Final failing grades for seniors shall be handed in no later than 9:00 a.m. of the first school day following the final school day for seniors.
8. All other senior final grades (nonfailures) shall be in the hands of the homeroom teachers no later than 9:00 a.m. of the third school day following the final school day for seniors.
9. Senior teachers shall continue to be available for professional and professional clerical duties, in-service training, and other similar activities after graduation of the senior class. Substitution services by senior teachers after graduation of the senior class may be required in accordance with the provisions of Article 58, Substitution Services by Full-Time Teachers, Section 3.

ARTICLE 26 SCHOOL CALENDAR

The Board and the Federation will continue to “meet and discuss” the school calendar prior to adoption by the Board of a calendar for a following school year. These discussions shall include the following:

1. The setting of the schedule of paydays to be observed during the following school year. Teacher salaries are paid in bimonthly installments, normally on the closest working day to the fifteenth and the last day of every month, except June. In June, there will be two (2) paydays, with the second payday occurring no later than the final teacher workday of the school year.
2. The use of days on which school is not scheduled as part of the Board attendance improvement program.
3. The three (3) customary holiday periods (Thanksgiving, Winter, Spring) shall continue to be observed in the school calendar each school year in accordance with Article 53, Duration of the School Year, Section 18., a., b., c.
4. Adapting the school calendar to accommodate Rosh Hashanah and Yom Kippur as days on which no school is scheduled as part of the Board attendance improvement program and in order to maintain continuity in the educational process.
 - a. No more than two (2) such days shall be observed in the school calendar during any school year.
 - b. This provision may be implemented through an earlier opening of the school year or by other calendar adjustments, but not by any adoption of a school calendar which would extend the regular school year into another week in June.

PART C PERSONNEL PROCEDURES

ARTICLE 27 GRIEVANCE AND ARBITRATION PROCEDURES

Definitions

A grievance is a difference concerning:

1. a deviation from, or an interpretation or an application of, an administration-approved practice, a system-wide established practice, or a Board-adopted policy, relating directly to those working conditions of teachers that are proper subjects for bargaining under Act 195; or
2. an arbitrary or capricious change in any of the same; or
3. compliance, interpretation, or application of any existing law, rule, regulation or policy which relates to or involves the professional employee(s) in the exercise of his/her or their assigned duties; or
4. a violation, interpretation, application, or meaning of any provision of this Agreement.

Procedure

1. A sincere attempt should be made to resolve any prospective grievance by discussion between the prospective grievant or the Federation building representative or some other Federation representatives and the principal before differences become formalized grievances.

FIRST LEVEL

2. A grievance shall be presented in writing on a form mutually agreed upon by the Federation and the Board, through or by a Federation representative to the principal, either within ten (10) school days after the circumstances giving rise to the grievance or within ten (10) school days after the date when the grievant could reasonably be expected to be aware of the circumstances giving rise to the grievance.
3. Upon receipt of a grievance in writing, the principal and, if he/she elects, one (1) additional administrative representative who is not a designated employer representative at some later

level of this grievance procedure, shall, within five (5) school days, meet and confer with the grievant, if any, and the Federation representative. At this conference the facts shall be brought out and an effort made to adjust the matter to the satisfaction of all concerned.

4. The principal shall make a decision and communicate it in writing to the grievant, if any, and the Federation representative within five (5) school days after completion of the conference.

SECOND LEVEL

5. The decision of the principal may be appealed in writing, within five (5) school days after its receipt, by the Federation representative to the appropriate Executive Director or other appropriate Administrator.
6. Within ten (10) school days after receipt of the written appeal, the Administrator to whom the appeal has been directed, or his/her designee, shall meet and confer with the grievant, if any, and the Federation representative.
7. The Administrator or his/her designee shall make a decision and communicate it in writing to the grievant, if any, the Federation representative, and the principal within ten (10) school days after the completion of the conference.

THIRD LEVEL

8. The decision of the Administrator or his/her designee may be appealed in writing, within five (5) school days after its receipt, by the Federation representative to the Chief Human Resources Officer or other appropriate Administrator.
9. Within ten (10) school days after receipt of the written appeal, the Superintendent of Schools or the Chief Human Resources Officer, or a designee of either, shall meet and confer with the grievant, if any, and the Federation representative and/or the president of the Federation.
10. The Superintendent of Schools or the Chief Human Resources Officer or the designee of either shall make a decision and communicate it in writing to the grievant, if any, the Federation representative, the president of the Federation, the principal and the Administrator or his/her designee, within ten (10) school days after completion of the conference.

FOURTH LEVEL

11. The decision of the Superintendent of Schools or the Chief Human Resources Officer or the designee of either may be appealed by the president of the Federation as follows:
 - a.
 - (1) Grievances as defined in definitions 1. and 3. above may be appealed by the president of the Federation from level three to the Board, such appeals to be initiated within five (5) school days after receipt of the third-level decision.
 - (2) A hearing by the Board or its designated Subcommittee shall be held within twenty (20) days after receipt of an appeal, with five (5) days notice being given to all parties of the time and place of the hearing.
 - (3) The decision of the Board or its designated Subcommittee shall be rendered within fifteen (15) days after the hearing. The decision of the Board or its designated Subcommittee shall be final and binding on the parties.
 - b.
 - (1) Grievances as defined in definition 2. above may be appealed by the president of the Federation from level three to the Board, such appeals to be initiated within five (5) school days after receipt of the third-level decision.
 - (2) A hearing by the Board or its designated Subcommittee shall be held within twenty (20) days after receipt of an appeal, with five (5) days notice being given to all parties of the time and place of the hearing.
 - (3) The decision of the Board or its designated Subcommittee shall be rendered within fifteen (15) days after the hearing. The decision of the Board or its designated Subcommittee may then be further appealed by the president of the Federation within five (5) school days after its receipt to the American Arbitration Association for arbitration under its rules. The arbitrator shall hold a hearing within thirty (30) days after appointment. Ten (10) days notice shall be given to all parties of the time and place of the hearing. Within thirty (30) days after completion of the hearing, the arbitrator shall render a decision. The decision, including awards, of the arbitrator shall be final and binding on the parties. Any decision of the arbitrator requiring legislation by an agency

other than the Board will only be effective if such legislation is enacted. The costs of arbitration shall be equally shared by the parties to the arbitration.

- c. Grievances as defined in definition 4. above may be appealed by the president of the Federation, such appeals to be initiated within five (5) school days after receipt of the third-level decision. The Board and the Federation shall continue their agreement to utilize a permanent panel of seven (7) arbitrators selected mutually. The arbitrator utilized in any given case shall be selected by alternately striking names from the panel. The arbitrator shall hold a hearing within thirty (30) days after the appointment. Ten (10) days notice shall be given to all parties of the time and place of the hearing. Within thirty (30) days after completion of the hearing, the arbitrator shall render a decision. The decision, including awards, of the arbitrator shall be final and binding on the parties. Any decision of the arbitrator requiring legislation by an agency other than the Board will only be effective if such legislation is enacted. The costs of arbitration shall be equally shared by the parties to the arbitration.
 - d. Either the Board or the Federation shall have the right, at any time and upon proper notice, to void the agreement to utilize a permanent panel of arbitrators. Such action shall not affect any prior selection or processing of a grievance through an arbitrator selected from the permanent panel. In the event the agreement is voided, appeals to arbitration shall be processed through the American Arbitration Association (AAA) under the normal AAA process.
12. No arguments or facts may be introduced at an arbitration proceeding unless they have been presented at some previous level of this grievance procedure, or unless they were not reasonably available to the parties prior to the arbitration.
 13. An arbitrator shall not render any decision which conflicts with or alters this Agreement.
 14. A grievance based on the action of authority higher than the principal shall be initiated at the lowest level consistent with this grievance procedure. The general procedures relating to that level shall apply to the presentation and adjustment of the grievance, including the right of appeal.
 15. The Federation may initiate a grievance, including a group grievance, at any proper level of this procedure.
 16. Failure to communicate a decision at any level of this procedure within the specified time limit shall permit the grievance to be advanced to the next higher level.
 17. Additional time at a specific level of this procedure may be granted by mutual agreement between the parties.
 18. Conferences and hearings held under this grievance procedure, except arbitration hearings, shall be scheduled at times either after school hours or when the involved teacher(s) is not assigned teaching or other functions, and shall be scheduled in a manner and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend, including witnesses.
 19. The Federation may waive participation by any of its listed representatives at the various levels of this procedure, except for the grievant, if any, or may designate alternates for its listed representatives, but appeals to bring the grievance to the next higher level may only be taken by the appropriate Federation representatives specifically listed in this procedure or by the Federation president.
 20. Neither of the parties, nor counsel, nor the arbitrator shall employ the use of any visual or sound recording devices at any stage of this procedure without the prior written consent of all other parties.
 21. The School Board shall have the right to file a grievance against the Federation concerning Federation compliance with this Agreement, and process same to arbitration, such a grievance to be initiated at the third level of this grievance procedure.
 22. Grievances which extend beyond the normal school year shall continue to be processed, with "weekdays" (except Saturdays and holidays) being substituted in the procedure for all references to "school days" except as the parties may mutually agree otherwise.
 23. Nothing contained in this grievance procedure is intended to restrict or limit the rights of any individual as provided under Section 606 of Act 195, effective October 21, 1970.

ARTICLE 28
DUE PROCESS APPEALS FROM
DISCIPLINARY ACTIONS AGAINST TEACHERS

1. Teachers may be subject to disciplinary action only for just cause. Whether there is just cause for a disciplinary action may be the subject of a grievance under Article 27, Grievance and Arbitration Procedures.
2. The following provisions shall apply to any one (1) day disciplinary suspension of a teacher by a principal:
 - a. Where the continued presence in a school of a teacher could be detrimental to the orderly operation of the school, the suspension may be effective immediately. However, the Federation shall be informed of such a suspension action as soon as reasonably possible after the suspension action has been reported to the Office of Human Resources.
 - b. If Section 2. a. above is not applicable, no suspension may take effect until the completion of two (2) workdays after the workday on which the teacher has received written notice of the suspension from the principal. If requested by the Federation, a representative of the Office of Human Resources or an appropriate designee will meet with a representative of the Federation within the two (2) workday period to discuss the suspension.
 - c. If the discussion referred to in Section 2. b. above is not sufficient to resolve the matter, the Federation continues to have recourse to the provisions of Section 1. of this Article. In such case the ten (10) workday grievance-filing time period shall commence with the day on which the teacher originally received the written suspension notice from the principal, unless the parties should mutually agree to an extension of that time period.
3. A teacher is entitled to be accompanied by a Federation representative at any meeting with a Board representative which could lead to any type of disciplinary action being taken against the teacher. In the event of any such meeting, the teacher shall be given a reasonable opportunity to contact a Federation representative if the teacher elects not to waive Federation representation. If a teacher desires representation by the Federation at such a meeting, the teacher must request Federation representation before the meeting begins or representation shall be presumed waived for that meeting. This provision shall not apply to a rating conference with a teacher.
4. When disciplinary matters are appealed by the Federation to arbitration, no prior hearing shall be required before the School Board.

ARTICLE 29
TEACHER RATINGS

1. A copy of the rating shall be given to a teacher each time the teacher is rated.
2. If a teacher disagrees with a rating, the teacher shall be given an opportunity to present his/her reason(s) for disagreement.
3. A teacher who wishes to disagree with a rating must indicate dissatisfaction within five (5) school days after receipt of the rating and request a rating conference with the principal.
4. "Unsatisfactory" ratings for teachers must contain an explanatory anecdotal comment.
5. "Below-average" ratings for teachers must contain an explanatory anecdotal comment.
6. Teachers receiving an "unsatisfactory" or "below-average" rating may, if they object to a rating and/or to an anecdotal comment, file a rebuttal which will become part of those teachers' permanent personnel files, along with the rating. They may also request a conference with the appropriate Human Resources representative.
7. "Satisfactory" ratings for tenured professional employees shall not contain negative anecdotal comments or check marks. Constructive criticism, if any, shall be confined to a rating conference between teacher and administrator.
8. The rating scale for tenured teachers shall be on a two-point scale of either "satisfactory" or "unsatisfactory," with the provision that a rating of "below average" may be utilized in situations where a teacher's performance is marginal or bordering on "unsatisfactory."

9. The rating scale for nontenured teachers shall be on a five-point scale of “excellent,” “above average,” “average,” “below average,” and “unsatisfactory.”
10. All annual ratings for tenured teachers shall be distributed no later than twenty (20) calendar days prior to the close of the school year.
 - a. There will continue to be only a single annual rating for any teacher in a given school year.
 - b. Interim unsatisfactory ratings and ratings warnings may continue to be given to teachers in appropriate circumstances.
11. All semiannual ratings for nontenured teachers shall be distributed no later than twenty (20) calendar days prior to the close of a semester.
12. “Unsatisfactory” ratings may be submitted to teachers in extraordinary situations, separate from the time specifications listed above, with a copy submitted to Human Resources, which may be included in the teacher’s personnel file.

“Extraordinary situations,” as referred to in this Section, shall apply to the following:

 - a. A serious incident or matter arising near the close of the school year (or school semester for nontenured teachers) after the time specifications of Section 10. (or Section 11.).
 - b. A serious incident during the school year warranting an immediate unsatisfactory rating.
 - c. A situation where a tenured teacher had received an unsatisfactory annual rating for the preceding school year.
13. In the event a teacher is given an “unsatisfactory” rating for any paid extra service, such as coaching, extracurricular activities, or select teacher positions, then the applicable rating procedures contained in this Article, including anecdotal comments, shall be applied.

**ARTICLE 30
BUILDING SENIORITY AND VOLUNTARY
OR INVOLUNTARY TRANSFERS OF TEACHERS**

The criteria of this Article shall apply, as appropriate, to the determination of which teacher(s) shall be required to transfer from and which teacher(s) shall be entitled to remain at schools wherein a closing of position(s) is occurring.

In addition, various provisions of this Article deal with the following: teachers who are displaced from their previous teaching positions by school closings or by complete change in status of schools; teachers who are assigned to new schools and to schools whose status has completely changed; teachers who are displaced from promotional or other nonteaching positions; building seniority of teachers on leave and returning from leave; special employment category seniority of teachers; place-holder building seniority provisions covering teachers who temporarily or provisionally accept alternate positions; and building seniority, certification, and teacher transfers in general.

1. Building seniority shall be applied to determine the right of a teacher to remain at a school when a reduction of position(s) is occurring at the school, provided, however, that:
 - a. Appropriate teacher certification(s) requirements shall continue to be observed.
 - b. Integration of a faculty shall continue to be a factor for consideration in staffing.
 - c. As long as separate physical education classes for boys and for girls are being conducted at a school, the Board will continue its policy of maintaining a balance between the number of male and female physical education teachers assigned to each school.
2. System seniority is consecutive time as a regular teacher, other professional employee, or other promoted employee since the most recent date of hire, including any time spent on Board-approved leave(s) of absence but excluding time employed as a full-time substitute.
3. Building seniority is consecutive or credited time as a regular teacher at the teacher’s current school, inclusive of any time spent on Board-approved leave(s) of absence, such as sabbatical leaves, military leaves, Board-paid exchange teaching leaves, maternity leaves, professional study leaves, and so on. Full-time substitute time does not qualify for building seniority credit.
 - a. Regular teachers assigned simultaneously at more than one (1) school shall receive proportional credit for building seniority at each of the schools to which they are assigned.

- b. Regular part-time teachers shall receive proportionate building seniority credit commensurate with the amount of regular part-time service rendered.
4. Procedures to determine building seniority in the event of transfers:
 - a. If a teacher voluntarily transfers to another school, the teacher shall receive building seniority credit at the new school equal to one half (1/2) of his/her system seniority.
 - b. If a teacher is required to transfer to another school, that teacher shall transfer to the new school his/her building seniority or one half (1/2) of his/her system seniority, whichever is greater.
 - c. If a teacher with a satisfactory rating voluntarily elects to transfer from a school and, as a result, his/her transfer makes it unnecessary for some other less senior teacher to be involuntarily transferred from that school, then the teacher who has voluntarily transferred shall have his/her transfer treated as an involuntary transfer for purposes of crediting his/her building seniority at the new school. Such transfers must be reviewed and approved by Human Resources.
 - d. Teachers who are assigned to a new school or to a school whose status has been completely changed shall all have the same building seniority at the time of the opening of that school. Such teachers' building seniority rankings, therefore, shall be determined by their comparative system seniority.
 - e. Teachers transferring building seniority into a new school or into a school whose status has been completely changed, at any time following the opening of that school in its new or changed status, shall only be entitled to building seniority credit not to exceed the amount of time the school has been in operation in either its new or its changed status.
 - f. If a teacher voluntarily transfers from a school which has been officially designated for closing or for a change in status and does so before the actual date for the closing or change in status has arrived, that teacher's transfer shall be considered an involuntary transfer for purposes of crediting building seniority at the teacher's new school, provided that the transfer occurs no more than one (1) year prior to the actual date set for the closing or change in status of the school.
 - g. A teacher assigned to a school for the duration of a semester or school year, or for the entire semester or school year, under the provisional conditions of Article 38, Teacher Vacancy Lists, Sections 2., 3., or 4. (but not under the Section 2. provisions where the filling of the position is done consistent with all procedures applying to the filling of posted vacancies), shall only receive building seniority credit starting with the following semester or school year and only if that teacher then continues to be assigned at that school in a permanent capacity, subject to modification by any other applicable terms of this Article. This provision shall apply to replacement teachers, as well as to newly hired teachers, other regular teachers, and full-time substitute teachers.
 - h. If a displaced teacher or a teacher returning from leave is assigned temporarily to a school, such a teacher shall receive additional building seniority credit for the time he/she is assigned temporarily to that school.
 - i. Following a leave of absence which has exceeded one (1) year, teachers who are being newly assigned to a school (or who are returning to a school) shall receive building seniority credit at the school under involuntary transfer status (which includes building seniority credit for the time spent on leave).
5. If building seniority of two (2) or more teachers is the same, the following tie breakers shall be applied in the order listed. All teaching service, to be credited, must have been rated satisfactory.
 - a. System seniority,
 - b. In the case of elementary teachers, intermediate experience compared to primary experience, or vice versa,
 - c. Full-time substitute service immediately preceding regular teaching service,
 - d. Previous regular service in Pittsburgh Public Schools,
 - e. Previous full-time substitute service in Pittsburgh Public Schools,
 - f. Previous regular service in another public school district,

- g. Nonpublic school teaching experience (1/2 credit or 1/5 credit, whichever is applicable), or
 - h. Placement on eligibility list at time of hire.
6.
 - a. No full-time or day-to-day substitute positions or teachers will be retained at school(s) involved in a closing of position(s), except where certification factors make such retention necessary.
 - b. Full utilization at a school will be made of positions left unoccupied as a result of retirements, resignations, promotions, transfers, leaves, and other such occurrences before any teacher is involuntarily transferred from the school under applicable provisions of this Article.
 7.
 - a. The Board shall delay reassigning displaced teachers for as long as is reasonably possible over the summer in order to expand the number of openings that are available for the reassignment of such teachers. Such reassignments shall be made by Human Resources, with displaced teachers being reassigned within each certification on the basis of their comparative system seniority. This latter provision means that the most senior teacher within a particular certification is reassigned first, and so on, in the order of the displaced teachers' system seniority within the certification. It does not mean that each displaced teacher has a choice among all the unfilled vacancies in his/her certification at the time when he/she is being reassigned.
 - b. No reassignment of a displaced teacher shall be made for arbitrary or capricious reasons. The existence of a particular vacancy does not constitute an offer or guarantee of reassignment to the vacancy for a specific displaced teacher, since it is necessary for Human Resources to examine several factors in addition to system seniority in offering reassignment to each displaced teacher.
 - c. Teachers displaced for any reason will be offered placement into vacant positions, insofar as is possible, before newly hired teachers are assigned by the Board.
 - d. In reassigning displaced teachers, Human Resources shall also consider the normal transfer applications of experienced teachers.
 - e. A teacher who agrees to reassignment to a particular school may not later in the same summer request reassignment to a different school.
 8. Teachers who receive an unsatisfactory rating for a school year in which a reduction of position(s) in their certification(s) is occurring at their school surrender any building seniority rights insofar as their entitlement to remain at the school is concerned.
 9.
 - a. If teachers affected by the closing of a position(s) at the elementary school in which they are teaching do not wish to accept a new assignment at the same elementary school in the opposite elementary cycle from their present elementary cycle, they shall be permitted to request a transfer.
 - b. If teachers affected by the closing of a position(s) at the secondary school in which they are teaching do not wish to accept a new assignment at that same school, they shall be permitted to request a transfer.
 10.
 - a. Certification requirements will be followed in approving any teacher to fill an open position at the school wherein a reduction of position(s) is occurring, or at a school to which the teacher may apply to transfer, or at a school to which the teacher may be reassigned.
 - b. A teacher, in order to remain at a school in which a closing of position(s) is occurring, shall continue to have the right to exercise his/her building seniority in all areas in which the teacher is certified, irrespective of whether or not the teacher has taught, or is teaching, in a particular area in which he/she is certified. This provision does not apply where the exercise of this option would necessitate a layoff in the certification area in which the teacher electing the option had not been teaching.
 11. All teachers who have been rated satisfactory and who desire to return to the school from which they were involuntarily transferred will be entitled to return to that school at the first available future vacancy at that school for which they are eligible, subject to the applicable integration provisions of Section 1., Subsection b., above. Such returns shall normally be confined to the start of a new school year or start of a new semester.

- a. Upon returning to his/her former school, the teacher's building seniority shall be credited as though the teacher had never been transferred.
 - b. If a teacher declines to exercise the option to return to his/her former school at the first available future vacancy at that school, that teacher terminates any further entitlement to return to said former school.
12. The following provisions shall continue to apply to certain special professional employment categories, including but not limited to counselors, social workers, nurses, psychologists, full-time activities directors, itinerant music teachers, itinerant language teachers, alternative education outreach teachers, English as a Second language (ESL) teachers and elementary school Reading First coaches.
- a. In calculating the consecutive or credited time that bargaining unit professional employees are in any one of these various special professional employment categories, the calculation shall continue to be made from the date of assignment or promotion to such a special professional employment category, including any time spent on Board-approved leaves of absence and including any time when the professional employee may have been temporarily removed from such a special professional employment category due to a reduction in the number of professional positions in that employment category, but not including any time employed in a full-time substitute status.
 - b. Consecutive or credited time for such professional employees shall continue not to include consecutive or credited time with the Board prior to employment in the particular special professional employment category.
 - c. Teachers, other professional employees, or other promoted employees who are displaced from a promotional or other nonteaching position back to a teaching position shall receive credit for building seniority at the school to which they are assigned or reassigned equal to the amount of building seniority they had attained at the last school to which they were assigned in a teaching capacity immediately prior to their acceptance of the promotional or other nonteaching position. However, a full-time activities director who is displaced into a full-time classroom teaching position shall also be given building seniority credit at the school to which he/she is assigned or reassigned for the time he/she served in the activities director job category.
 - d. Employees in special professional employment categories who accept promotion to a position not within the representation unit shall not continue to accrue consecutive or credited seniority in their former special professional employment category for the period that they serve in the promoted position. Should such a promoted employee subsequently return to the special professional employment category, he/she shall receive seniority credit for prior time served in that special professional employment category. The provisions of this Subsection shall not apply if the promoted position is held in an acting or temporary capacity.
13. Following mutual agreement between the Board and the Federation in certain special situations, the parties may continue the practice of permitting a teacher to retain, or to continue to accrue, building seniority at his/her original school while serving in a temporary capacity or acting capacity, at Board request, in a teaching position or in some other position either at some other school or at the teacher's original school. The provisions of this Section shall be limited to a maximum of one (1) year during which the teacher may retain the right to return to his/her former teaching position at the teacher's original school.
14. A teacher who is filling a place-holder position at a school, either under various leave circumstances or under Section 13. of this Article, shall continue to receive building seniority credit as follows:
- a. If the teacher ultimately is assigned permanently to the school, the teacher will receive full building seniority credit for the time served in the placeholder capacity.
 - b. If the teacher ultimately is assigned permanently to some other school, the teacher will receive full building seniority credit for the time served in the placeholder capacity along with whatever additional building seniority credit, if any, the teacher may be entitled to transfer to that other school.
15. By mutual agreement between the parties, the procedures used in establishing the Science and Mathematics program at Westinghouse High School may also be employed at other schools in

the future, should a special program(s) be implemented in a school which involve(s) significant modifications at the school but which does not constitute a complete change in the status of the school.

ARTICLE 31

SYSTEM-WIDE SENIORITY AND LAYOFF-RECALL PROVISIONS

This Article supersedes and/or preempts the seniority, suspension, and recall provisions of Section 1125.1 of the School Code.

1. Definition of system seniority and procedures for tie breaking:
 - a. System seniority is total system-wide seniority and comprises consecutive time as a regular teacher, other professional employee, or other promoted employee since the most recent date of hire, including any time spent on Board-approved leave(s) of absence but not including time employed in a full-time substitute status.
 - b. If the system seniority of two (2) or more teachers is the same, the following tie breakers shall be applied in the order listed. All teaching service, to be credited, must have been rated satisfactory.
 - (1) Full-time substitute service immediately preceding regular teaching service.
 - (2) Previous regular service in Pittsburgh Public Schools.
 - (3) Previous full-time substitute service in Pittsburgh Public Schools.
 - (4) Previous regular service in another public school district.
 - (5) Nonpublic school teaching experience (1/2 credit or 1/5 credit, whichever is applicable).
 - (6) Placement on eligibility list at time of hire.
 - c. Regular part-time teachers (half-time or more) shall continue to receive full system seniority credit for their part-time teaching service.
2. System seniority shall continue to be the sole applicable seniority criterion to be applied in any layoff of a teacher(s).
3. A teacher shall continue to receive system seniority credit at the time of a layoff in all areas of certification he/she may hold, irrespective of the certification(s) in which he/she has taught in or in which he/she is currently teaching.
 - a. A more senior teacher shall continue not to be involuntarily realigned into one of his/her alternative certifications in order to forestall the layoff of a less senior teacher in the certification area in which the more senior teacher is currently teaching.
 - b. A teacher may not voluntarily switch to an alternative certification area at a time of layoff if by doing so he/she causes the layoff in that certification area of a teacher who would otherwise not be laid off, unless the voluntary switch prevents the layoff of a teacher who is senior to the teacher who is caused to be laid off by the voluntary switch.
4. a. Any teacher to be laid off must be notified no later than August 1.
 - (1) If a teacher who receives an August 1 layoff notice is recalled prior to the start of the first teacher workday, then said teacher shall not be entitled to any unemployment compensation, except that which he/she has already received for the month of August until the time of recall.
 - (2) If a teacher who receives an August 1 layoff notice is recalled any time after the start of the first teacher workday of the school year, then whichever of the following alternatives is less shall apply:
 - (a) Either the teacher shall be paid his/her salary for the duration of the school year from the date of recall plus unemployment compensation retroactive to the close of school in June, but only for the maximum number of weeks of unemployment compensation to which a laid-off person is entitled.
 - (b) Or the teacher shall be paid his/her full regular salary for the 192-day school year. (This alternative shall be applied irrespective of whatever unemployment

compensation payments the teacher has received from the time of layoff up until the time of recall.)

- b. Notwithstanding the provisions of Subsection a., the Board, pursuant to the following procedures, may delay until the third calendar day immediately prior to the first teacher workday of the new school year in giving layoff notification to an “estimated number” of teachers agreed upon in writing by the Board and the Federation prior to August 1 of the same year. The “estimated number” is of those teachers whose layoff might be in doubt because of uncertainties in exactly forecasting attrition of teachers prior to the actual start of the school year and who, therefore, if laid off, would stand a reasonable chance of being recalled to active regular service in time for the start of the school year. The provisions of this Subsection shall not be applicable to full-time substitute teachers.
 - (1) If a teacher who is listed among the “estimated number” is not actually laid off, then he/she shall neither be entitled to nor receive any unemployment compensation payments.
 - (2) If a teacher who is listed among the “estimated number” is actually laid off for the start the school year, then he/she shall be covered by 4.a.(2) immediately above, using whatever date of layoff notice applies (instead of the August 1 date of layoff notice).
 - c. In the case of certain federally funded teaching or other positions, wherein the Board has been unable to receive confirmation of funding for a following school year, or wherein the Board may be notified of a curtailment or termination of such funding late in the summer, layoff notification to affected personnel, either those personnel in the actual federally funded positions or those personnel who indirectly become subject to layoff because of the loss of said federally funded positions, may be sent by the Board subsequent to the regular notification date. Should such a layoff(s) ever occur on a date during the school year, then that date shall be the effective date of the layoff(s). Nothing in this Subsection shall be applied or construed to decrease the maximum legal obligation of the Board to provide unemployment compensation benefits to such a laid-off teacher.
 - d. The unemployment compensation entitlement of any teacher laid off during the summer is retroactive to the close of school in June, except as limited by 4.a.(1), 4.a.(2), 4.b.(2), or 4.c. immediately above. No laid-off teacher, under any circumstances, can receive unemployment compensation payments for any more than the maximum number of weeks of unemployment compensation to which a laid-off person is entitled.
 - e. The provisions of this Section shall continue only so long as the Board provides unemployment compensation coverage under the self-insurance option. Nothing in this Section shall be construed to increase the maximum legal obligation of the Board to provide unemployment compensation benefits to a laid-off teacher.
5. No layoff(s) of a teacher(s) shall occur during the course of either semester, other than possibly immediately following the start of the school year in an unforeseen individual circumstance or as per the exception due to federal funding provided for in Section 4., Subsection c., except if the layoff(s) is due to a funding loss or a funding inadequacy in a budget not fully under the Board’s direct control (i.e., a budget other than the Board’s mainstream budget).
 - a. A laid-off teacher recalled to replace a teacher who is absent for a period of time due to illness, childbirth, or for some other limited leave, even though receiving regular salary and benefits for the period of the recall, may be laid off during the school year, if necessary, at the time when the replaced teacher returns to active teaching service.
 - b. A teacher on regular salary, who otherwise would be on layoff or who has been recalled from layoff and is filling a full-time-substitute-type position, may also be laid off during the school year.
 6. Teachers who face layoff shall continue to be entitled to placement as replacement teachers each year under the provisions of Article 19, Employment of Replacement Teachers, before any new teachers may be hired as replacement teachers, subject to the proviso that reasonable quotas of replacement teachers in any single certification shall continue to be observed. In the event that teachers who otherwise would be laid off are placed as replacement teachers, such placements shall continue to be made immediately with the first teacher day of the school year.

7. A laid-off teacher may elect:
 - a. To go on layoff and continue his/her hospitalization and dental coverage for the first twelve (12) months of laid-off status by paying the full costs of same to the School District each month.
 - b. To go on layoff and drop all benefits, except severance pay entitlement, for the duration of the layoff.
 - c. To resign at any time following the layoff and receive his/her severance pay benefits.
8. The following is a checklist of various matters that laid-off teachers should be concerned about at the time of their layoff: unemployment compensation entitlement and filing procedures; continued Retirement System membership; continued interest on the individual's pre-layoff retirement contributions; health care and dental coverage status; accidental death and dismemberment coverage; severance entitlement; system seniority/certification standing; system seniority and building seniority rights; system seniority accumulation while on layoff; tenure information and rights; procedures for recall; future employment opportunities; implications of substitute work; payroll-deduction auto insurance status; payroll-deduction annuity status; payroll-deduction homeowners status; payroll-deduction disability status; credit union rights; leaves of absence information, particularly maternity leave matters; and any other pertinent information and advice relevant to layoff and recall.
9.
 - a. Laid-off teachers will continue to be recalled to service in the order of their system seniority, subject to certification, with the most senior teacher being recalled first and so on. No new teachers may be hired until all laid-off teachers in their areas of certification either have been reinstated or have declined an appropriate offer of reinstatement.
 - b. Regular part-time teachers (half-time or more) shall continue to be offered full-time positions, in accordance with their system seniority, before any new teachers are hired, or before any laid-off teachers having less system seniority are recalled to full-time positions, or before any less senior teachers are offered full-time positions.
 - c. Montessori magnet school teachers possessing special Montessori teaching skills and language magnet school teachers possessing special language skills will be given separate "certification/seniority" status, for layoff purposes only, at such schools. Such teachers, however, may be displaced at a time of layoff by more senior teachers also possessing these special skills, in accordance with applicable provisions of this Article (Article 31, System-Wide Seniority and Layoff-Recall Provisions).
10. Teachers who are recalled from layoff shall be offered assignments before newly hired teachers having the same certifications are placed. Recalled teachers who have the same certification and who are recalled at the same time shall be offered assignments in the order of their system seniority. Assignments of recalled teachers shall also continue to be made after the disposition of regular teacher transfer applications and the assignment of displaced teachers have been handled, as provided for under Article 30, Building Seniority and Voluntary or Involuntary Transfers of Teachers, Section 7. The provisions of this Section 10. shall continue to be subject to considerations applying to faculty integration.
11. Teachers who are given layoff notice, which is later rescinded before any actual layoff has occurred, provided the provisions of Section 9. are complied with, shall be covered under the provisions of Article 30, Building Seniority and Voluntary or Involuntary Transfers of Teachers, Section 11., insofar as the right to return to their former schools is concerned.
12. The Federation will continue to be provided full seniority lists by certification categories prior to the dissemination of any layoff notices to teachers. The Federation will also be provided seniority lists covering teachers on layoff status in order to monitor recall procedures.
13. Should any layoffs or displacements occur that may involve teachers going from one professional employment category to another, or that may involve nonunit professional personnel going to teaching positions, they shall be handled in the same manner as was done during the term of the previous Agreement. Seniority lists within the involved professional job classifications shall continue to be provided to the Federation to cover such situations.
14. Laid-off teachers shall continue to receive system seniority credit while on layoff but shall not receive salary schedule advancement credit for time on layoff. A teacher who is suspended from active employment through layoff and then subsequently recalled will receive increment

(anniversary) credit for the entire month in which he/she is recalled to active employment, irrespective of whether that teacher was recalled for all or only some of the workdays in that month. Such teachers will receive service credit, for increment purposes only, retroactive to the first day of the month in which they are recalled. (This provision has no bearing on the practice that will continue to apply to the increment [anniversary] date for newly hired teachers who are hired after the first workday in any month. Their anniversary month, for increment purposes only, will continue to be the month immediately following the one during which they were hired.)

ARTICLE 32 INDIVIDUALIZED EDUCATION PROGRAMS (IEPs)

1. a. Beginning with the 2007-2008 school year, if specific ear-marked funding for IEP writing is not available from the Bureau of Special Education, PA Department of Education, the District will provide each special education teacher and related service professionals who have the responsibility for developing IEPs for their students in their classroom or on their caseloads with ten (10) hours of IEP writing time per school year at the standard teacher workshop rate. Teachers and staff eligible for this IEP writing time include all special education classroom teachers, itinerant hearing and vision support teachers, speech and language specialists and occupational and physical therapists. IEP development hours are to be completed outside of the standard school day. All IEP development and writing as part of this activity must take place between August 15th and June 15th of the school year for which payment is being requested. All requests for payment must be approved by the building principal or the special education teacher's immediate supervisor and must be submitted annually no later than June 30th.
- b. Teachers assigned to the Gifted Center (grades K through 8) shall continue to utilize two weeks in June for IEP conferences and IEP writing. No substitution or additional payment (workshop rates, etc.) shall be provided or required for teachers assigned to the Gifted Center.
2. When a special education certified teacher is asked to write additional IEPs by the PSE Special Education Specialist, PSE Program Officer or the PSE Senior Program Officer, as a result of the absence of a certified special educator, then that teacher will be compensated with two hours at the current workshop rate for each IEP. Prior administrative approval and documentation of such IEP writing is required and shall be submitted to PSE no later than June 30th of that school year.
3. Parent conferences for IEP purposes shall not be held during the involved special education teacher's preparation period, except in an extraordinary circumstance.
4. IEP parent conferences shall normally be held during the school day, utilizing the substitution provisions of Article 58, Substitution Services by Full-Time Teachers, and the loss of preparation period provisions of Article 129, Compensation for Loss of Preparation Periods. These loss of preparation period provisions do not apply to a preparation period of a special education teacher, should such a preparation period be interrupted or lost (under the extraordinary circumstance referred to in Section 2. of this Article) due to participation by that special education teacher in an IEP parent conference.
5. Parent conferences shall not be held after school hours, except in extraordinary circumstances. In such instances, teachers shall be compensated for after-school-hours parent conferences at the evening school hourly rate.
6. At least one (1) regular education teacher shall attend and participate in IEP meetings.

ARTICLE 33 LEAVES OF ABSENCE PROVISIONS

1. Teachers on ordinary leave without Board pay for study or other professional purposes shall continue to receive advancement on the salary schedule while on such leave, provided the purpose(s) for which said leave was taken is fulfilled by the teacher. Other professional purposes shall include, but shall not be limited to, research fellowships, Peace Corps, and exchange teaching. Such leave shall not ordinarily be granted until the teacher has completed two (2) years of service after appointment from an eligibility list. Military leave shall continue to be provided irrespective of the number of years of service with the Board.

2. Salary schedule advancement for teachers on sabbatical leave, military leave and Board-paid exchange teaching leave shall continue to be provided.
3. Maternity leaves and maternity-related provisions:

All female teachers who are employed in regular full-time positions, regardless of length of service, shall be entitled to maternity leave in accordance with the provisions of this Agreement and with Board policy in effect at the time of the execution of this Agreement.

 - a. The right of female teachers to use sick leave instead of maternity leave shall continue to apply to the actual time of the disability due to childbirth and the period of recovery immediately thereafter. If this provision for the use of accumulated sick leave at the time of childbirth and any period of disability immediately preceding or following that time (or unpaid leave if the employee has exhausted all of her sick leave days) is used, the maternity leave entitlement continues not to be applicable to the involved female employee. However, leaves without Board pay for personal reasons relating to childbearing or child rearing, if they commence immediately following such sick leave absence (either paid or unpaid) due to childbirth and the period of recovery immediately thereafter, shall be available to female teachers and other female personnel. (For childrearing leave applying to male teachers, see Section 4.b. of this Article.) Such leaves shall not exceed two (2) years in length from the date of their inception, but may be of shorter duration as requested by the female applicant. This sick leave provision is applicable to all female personnel. No medical examination may be required by the School Board for at least six (6) weeks after the birth of the child; however, the period of absence under sick leave provisions may only be for any period of disability.
 - b. Teachers on maternity leave are covered under Sections 5., 6., and 7. of this Article. Maternity leave is limited to a maximum of two (2) years, but may be of shorter duration.
 - c. Premature termination of pregnancy shall continue to be covered under sick leave provisions.
 - d. Pregnancy will not have any bearing on the application for, or the continuation of, sabbatical leaves for any female teachers who are eligible for sabbatical leaves.
 - e. A female teacher who takes a maternity leave of six (6) weeks, or less, shall not have any change made in her original increment (anniversary) date.
4.
 - a. Leave shall be available to teachers, if requested, in the event of the placement for adoption and subsequent adoption of a child.
 - b. Childrearing leaves shall be available to male teachers at the time of birth and/or immediately thereafter, for the same duration and under the same provisions as apply to female teachers.
5. Teachers on approved leaves may continue to participate in applicable fringe benefit programs provided by the Board under the same conditions that would be in effect during regular employment, except as provided in Section 7. of this Article.
 - a. No additional sick leave days shall be accumulated during sabbatical leaves or during any unpaid leaves, including sick leaves. (A teacher who is absent due to sickness or accident and who has not been placed on a Board-approved leave shall accumulate additional sick leave days during such absence, whether the absence is paid or unpaid.)
 - b. A teacher scheduled to return from leave near the close of a school year or school semester may have the leave continued for the balance of the school year or school semester by mutual agreement between the teacher and the Board.
 - (1) When extending a leave to one (1) year or less, the School Board shall continue to assume the cost of fringe benefits for the period of the extension.
 - (2) When extending a leave beyond one (1) year, the teacher shall continue to assume the costs of any fringe benefits which the teacher wishes continued for the period of the extension.
6. Upon termination of a teacher's approved leave of absence, the teacher shall be returned to the same position, in the same school or schools, from which the teacher was granted leave of absence. Placement of the teacher in a position other than that held at the inception of the leave shall not be for arbitrary or capricious reasons. Teachers returning from leaves near the close of

a school year or school semester may not be returned to their former positions until the start of the following school year or school semester. Such teachers may be assigned as replacement teachers or in some other teaching position.

7. Leaves of absence are not ordinarily extended into a second year.
 - a. Extensions for a second year shall be permitted for maternity leaves and leaves relating to childbearing and childrearing.
 - b. If a leave exceeds one (1) year, the returning teacher need not be placed as provided in Section 6. of this Article. The teacher granted such an extension will pay his/her own and the Board's share of the costs of any fringe benefits which the teacher wishes continued in the extended leave period.
 - c. Extension of any leaves referred to in Section 5.b.(2) above will be governed by the appropriate provisions of the School Code.
8. Teachers on ordinary leave without Board pay for study or other professional purposes shall be considered to be in regular full-time daily work attendance and have the right to continue membership in and make contributions to the Pennsylvania Public School Employees' Retirement System, subject to applicable requirements of said Retirement System.
9. Leaves without Board pay for reasons of health and other serious personal reasons may also be granted, subject to Board approval. Such leaves, if granted, shall not include provision for salary schedule advancement.
10. Leaves of absence due to disability, except for work-related disability for which an employee is receiving Workers Compensation, are limited to a maximum of one (1) year.
11. Short-term leaves of absence with loss of pay lasting three (3) or more consecutive workdays may only occur following approval by the Board of Public Education upon recommendation of the Superintendent. In order for such leave requests to be processed, a letter requesting leave with loss of pay for three (3) or more consecutive workdays and bearing the signature of the appropriate principal or administrator must be in Human Resources at least three (3) weeks prior to the date of the intended absence. Notification will be made to the applicant as to the disposition of the request. In case of an emergency unpaid absence of three (3) or more consecutive workdays, the employee shall submit an explanation to Human Resources as soon as possible either during or immediately following the period of emergency unpaid absence. Such an emergency unpaid absence shall also require the approval of the Board of Public Education, though such approval, if granted, would of necessity occur after the fact of the involved absence. Unpaid absences of one (1) or two (2) workdays shall continue to be administered by the appropriate principal or administrator in accordance with Human Resources directives.
12. The parties agree that sabbatical leaves shall continue to be granted in accordance with the applicable provisions of the School Code.
 - a. Applications for study sabbaticals shall be submitted at least thirty (30) calendar days prior to the first teacher day of the school year and/or semester for which the sabbatical is requested. In the case of twelve-month personnel, applications shall be submitted at least thirty (30) calendar days prior to January 1 or July 1. Exceptions to this thirty (30) days notice provision may be granted in special circumstances by the Office of Human Resources.
 - b. Existing application procedures for health sabbaticals shall continue in effect.
13. Teachers shall continue to be required to comply with Board requirements for the granting of sabbatical leaves and with sabbatical leave requirements as provided under the Pennsylvania School Code.
14. This Article shall not be interpreted to diminish the prerogatives of the School District or the rights of any teacher or other employee under the federal Family and Medical Leave Act of 1993.
15. Teachers approved for a disability retirement must sever their employment with the District within two (2) years of the effective date of the disability retirement.

**ARTICLE 34
MEDICAL CLEARANCES FOR RETURN TO
ACTIVE TEACHING SERVICE**

1. Except in circumstances beyond the control of the Board, qualified medical personnel shall be available at the Board Administration Building, or at a Board-established alternative location, for one (1) hour each school day for the purpose of approving teachers for return to work after illness of thirty (30) or more cumulative workdays within a period of one (1) school year, disabling injury, hospitalization, or extended leave for any reason. A teacher who receives a medical clearance shall normally be returned to work the next workday.
2. The completed, Board-required, medical clearance form must be delivered or mailed to the Division of Health Services prior to the day the teacher is to return to work. In certain circumstances, it may be possible to return the teacher to work on the same day as the form is delivered to the Board, provided that the teacher has notified the principal the previous day so that no substitute will be called for the day that the teacher is to return to work.

**ARTICLE 35
PROFESSIONAL LEAVE**

The Board's professional leave policy applying to teachers shall be continued and may be improved. The Board agrees to give appropriate consideration to the granting of a professional leave day(s) to teachers who apply, including teachers who apply to attend Federation or Federation-supported educational conferences and workshops, with particular recognition being given by the Board to the fact that professional leave for certain teachers does not require the assignment of substitutes as replacements for those teachers. The Federation agrees that the determination of whether a professional conference or workshop warrants the granting of professional leave under the provisions of this Article continues to rest with the Board.

**ARTICLE 36
COURT ATTENDANCE AND JURY DUTY**

1. A teacher who is subpoenaed as a witness in court or for jury duty shall continue to be excused without loss of pay. Any compensation received for such service or duty shall be remitted to the Board or an equivalent amount shall be deducted from the teacher's salary or wages; this requirement shall continue not to be applicable when such service or duty occurs on a snow day or other emergency day that is subsequently to be rescheduled (made up) under the provisions of Article 54, Snow and Other Emergency Days, Section 1.
2. Teachers involved in Juvenile Court proceedings, including where the teacher has personally filed a charge involving a student and must appear in Juvenile Court, shall continue to be excused without loss of pay.

**ARTICLE 37
PERSONNEL FILE PROCEDURES AND CLEARANCES**

1. Permanent personnel files shall be maintained under the following conditions:
 - a. No material critical of a teacher's conduct, service, character or personality shall be placed in the files unless the teacher has had an opportunity to read the material. The teacher shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed. Such signature does not necessarily indicate agreement with its content.
 - b. The teacher shall have the right to answer the material referred to above in writing, and to have his/her answer attached to the file copy.
 - c. Upon written request by the teacher to the appropriate staff person, made personally or through the mails, the teacher, on proper identification, will be permitted to examine the material in his/her personnel file, such examination to take place at a mutually agreeable time and in the presence of a personnel officer. The teacher shall not ask to examine any preemployment information contained in the file. The teacher shall indicate in writing that he/she has examined his/her file.

- d. Normally no examination of personnel files will be requested during the two (2) weeks immediately preceding the opening of school in September, during the week preceding and the week following the close of the first semester, and during the first two (2) weeks and the last two (2) weeks of the school year.
 - e. No anonymous communication shall be placed in the personnel file of any teacher.
2. Clearances
- a. Effective with the start of the 2008-09 school year, teachers who have been employed at least three (3) years, may be required as a condition of continued employment no more than once every three (3) years, to obtain and submit clearances under Acts 34 and 151. These clearances will be maintained in the teacher's personnel file. The cost of obtaining the clearances shall be borne by the District.
 - b. District representatives will meet with the PFT liaison to the Office of Human Resources to discuss implementation issues.

ARTICLE 38 TEACHER VACANCY LISTS

- 1. Posting of teacher vacancy lists will be made so that all teachers will be informed of available teaching vacancies. Except as otherwise provided in this procedure, positions shall not be permanently filled or promised for permanent filling until appropriate posting procedures have been followed.
- 2. All postings will be on the PPS website. In addition, lists shall be posted in all schools and at the Administration Building on December 1, the third school day in January, April 15, May 1, May 15, and June 1. A posting will be made on the PPS website and at the Administration Building on June 15 and on or about July 1. Vacancies occurring after the final posting need not be posted prior to being filled for the start of the new school year, but either shall be filled consistent with all procedures applying to the filling of posted vacancies or else shall be filled on the same basis as are those vacancies covered under the provisions of Section 3. of this Article.
- 3. Any vacancy occurring during the school year will be filled by a full-time substitute teacher or a regularly appointed teacher, who will be notified that the appointment is for the duration of the semester or school year, with the possibility of another assignment at the end of such period. Such position shall be considered a vacant position for purposes of posting at the next appropriate posting date.
- 4. The posting of teacher vacancy lists is for the purpose of informing teachers and others of available opportunities and does not constitute any offer or guarantee of selection.

ARTICLE 39 TRANSFER APPLICATION PROCEDURES

- 1. A teacher as defined for purposes of transfer shall be any person who is on the teacher salary schedule as a regular employee whose initial appointment was made from an eligibility list.
- 2. Requests for transfer must be submitted in accordance with current School District procedure.
- 3. Human Resources and the Federation will continue to cooperate in the processing, communication, and disposition of transfer applications of experienced teachers and in the assignment of displaced teachers. The parties agree to improve the coordination of the assignment of displaced teachers, as per Article 30, Building Seniority and Voluntary or Involuntary Transfers of Teachers, Section 7.d., and the assignment of newly hired teachers with the provisions of this Article.
- 4. All transfers shall be made by Human Resources. No Board-initiated transfer shall be made for arbitrary or capricious reasons. Posting of teacher vacancy lists is for the purpose of informing teachers of available vacancies and does not constitute any offer or guarantee of transfer since it is necessary for Human Resources to consider several additional factors in making its final decision concerning filling of vacancies.

ARTICLE 40 PROMOTIONAL OPPORTUNITIES

In order that all teachers, pupil services personnel, and other nonsupervisory and nonadministrative professional employees may be aware of promotional opportunities that exist, certain promotional opportunities will be posted publicly, prior to being filled or promised for filling.

1. The promotional opportunities to be posted will include all those positions for which teachers, counselors, social workers, instructional teacher leaders, specialist teachers, and all other non-supervisory and nonadministrative professional employees are eligible. These promotional opportunities shall include pupil services positions, positions as vice principal, elementary principal, coordinator, supervisory specialist, and other such positions.
2. Postings of promotional opportunities shall include a brief statement of the requirements for the position (except for pupil services positions, principal and vice principal) and the necessary qualifications for eligibility.
3. The posting of promotional opportunities will be at all schools, at the Administration Building, and of the School District website.
4. The times of posting will be November 1, December 1, the third school day in January, April 1, May 1, and June 1. The November, December, and January postings will include promotional opportunities effective for both February 1 and September 1.
5. Promotional opportunities for September 1 and February 1, that become known after June 1 and the third school day in January respectively, will be posted at the Administration Building and on the PPS website. These postings will be done for June 15 and July 1 insofar as the period after June 1 is concerned. The one (1) week period normally allowed before filling a position need not be observed after the July 1 and the third school day in January postings, or when an emergency or unexpected opening occurs, if that opening must be immediately filled.
6. Professional employees eligible for various promotional opportunities will have one (1) week from the time of posting of the available position to make application.
7. Teachers who apply for promotional opportunities shall receive electronically printed confirmation from Human Resources of the receipt of their applications.
8. The posting of promotional opportunities is for the purpose of informing teachers and others of available opportunities and does not constitute any offer or guarantee of selection.

ARTICLE 41 PROFESSIONAL OPPORTUNITIES

1. Professional opportunities available to teachers within a given school will be announced to all teachers by posting on the bulletin board. This is intended to include (but not be limited to) various extracurricular and intramural assignments within the school, and faculty manager of athletics, regardless of whether these are paid or time-compensated assignments.
2. Such postings need only be made when the previous teacher who handled the assignment is no longer continuing in that capacity or when a new professional opportunity has been introduced.
3. Appointments to these positions will not be made until at least one (1) week after the initial announcement, so that interested teachers may have an opportunity to apply.
4. Professional opportunities available to teachers citywide will be posted in all schools for at least two (2) weeks prior to being filled. Such opportunities will include, but not be limited to, summer school, evening school, curriculum work, adult basic education, similar educational programs, coaching and special program opportunities. Assignments to citywide-posted professional opportunities shall continue to be for a one (1) year period.
5. Opportunities which develop during the summer will be posted at the Administration Building and on the School District website.
6. The posting of professional opportunities is for the purpose of informing teachers and others of available opportunities and does not constitute any offer or guarantee of selection.

ARTICLE 42 COACHING VACANCIES

In order to be eligible for selection for a particular coaching position, a teacher must be qualified for the coaching position.

1. Coaching positions, except those that are vacant, will no longer be posted annually. A coach who is satisfactorily filling a coaching position and who wishes to continue to do so will serve in the coaching position the following school year.
2. When there is a coaching vacancy at a school, the coaching position will be posted citywide in order for a qualified teacher at any school across the city to have the opportunity to apply.
 - a. If no qualified candidate is available from within the bargaining unit, the vacant coaching position will be open to a qualified applicant not employed by the School District.
 - b. When a qualified, nonemployee coach has been hired from outside the School District to fill a coaching position, pursuant to Section 2.a. above, he/she shall be able to continue in the coaching position in succeeding school years so long as his/her service in the coaching position is satisfactory. Should such a coach subsequently leave coaching employment or be terminated, that coaching position shall again be internally posted citywide as a vacant coaching position.
3. In filling a coaching vacancy with a teacher from a school other than the school in which the vacancy exists, the teacher's travel time from his/her home school to the school where the coaching position is open shall continue to be a consideration.
4. If a teacher is transferred involuntarily, he/she will be permitted to retain his/her coaching assignment at the original school if his/her schedule at the new school need not be altered in order for the assignment to be fulfilled.
5. Selections should be made to avoid having an eligible teacher appointed to more than one (1) coaching position in any season. This provision will not apply if other eligible applicants are not available for a coaching position. This provision shall not be applied to prevent teachers from continuing in the same coaching position(s) which they held in the 1982-83 school year.
6. The Board continues to have the right to utilize any previously existing additional criteria, if any, that properly apply to the filling of coaching vacancies.

ARTICLE 43 ANNUAL SUMMARY STATEMENTS TO TEACHERS

1. Teachers shall receive annual statements containing at least the following information:
 - a. Employment, including regular employment date, salary level and step, advanced study credit, longevity increment, and applicable salary differentials
 - b. Health insurance
 - c. Dental insurance
 - d. Accidental Death and Dismemberment Insurance
 - e. Sick leave accrual and update month
 - f. Federal tax payroll
 - g. Vacation (if applicable)
 - h. The School District's employer costs for health insurance, dental insurance, sick leave, personal leave, Social Security, retirement, unemployment compensation, and workers compensation
 - i. State and federal contribution costs
 - j. Additional information as may be appropriate
2. Such annual statements shall be received by teachers no later than February 1 of each school year.
3. These annual statements shall reflect the teacher's status as of the second payroll in January exclusive of supplemental pay (e.g., coaching and extracurricular activities).

PART D

TEACHING CONDITIONS

ARTICLE 44

GENERAL TEACHING DAY, WORKDAY, AND LENGTH OF DAY PROVISIONS

1. All special schools teachers shall continue to have a minimum of five (5) preparation periods per week. Efforts shall continue to be made to schedule these five (5) preparation periods per week on a daily basis insofar as is possible.
2. Classes shall continue not to be combined in order to provide teachers with preparation periods.
3. Should any teacher have fewer than five (5) preparation periods per week, he/she shall continue to receive salary compensation as provided in Article 128, Compensation for Lack of Preparation Periods.
4. Should a school operate on more than one (1) shift, a teacher shall have his/her periods of duty consecutively scheduled. These consecutively scheduled periods of duty shall not exceed the normal teacher day.
5. Normal teaching schedules without homeroom assignments, if there are any at a school, shall be rotated among the faculty from year to year, insofar as can be accomplished while fulfilling necessary school scheduling requirements.
6. The total length of the workday for teachers at the three (3) school levels is defined in Article 45, Elementary School Daily Schedule, Teacher Workday, and Teaching Schedule, Article 47, Middle School Daily Schedule, and Article 48, High School Daily Schedule.
7. The length of the workday for teachers at postsecondary schools, special schools, magnet schools, and other special centers shall continue as set forth in Article 45, Elementary School Daily Schedule, Teacher Workday, and Teaching Schedule, Article 47, Middle School Daily Schedule, and Article 48, High School Daily Schedule, whichever is applicable, except for those teachers who have been employed on a calendar-month rather than a school-month basis during the term of the previous Agreement. The length of the workday for these teachers shall not exceed that in effect during the term of the previous Agreement.
8. The length of the workday for school nurses and dental hygienists shall be eight (8) hours, including the lunch period.
9. The length of the workday for counselors, social workers, developmental advisors, attendance officers and psychologists, including chairpersons, shall be eight (8) hours, including the lunch period. (Procedures for times when social workers are appearing in court or are on other out-of-school assignments may continue to be handled as during the term of previous Agreements, but shall be handled consistent with the changes adopted by the parties when revising the Pupil Services program and structure through the agreement reached under the PFT-School Board Teacher Professionalism Project, now Professionalism and Education Partnership.)
10. The length of the workday for school psychologists shall be eight (8) hours, including a one-half (1/2) hour lunch period.
11. The length of the workday for coordinators who are assigned to schools shall be eight (8) hours, including a one-half (1/2) hour lunch period.
12. The length of the workday for Preschool Level II Teachers (including Pre-Kindergarten Teachers, Replacement Teachers, Coaches), Family Services Specialists, Special Services Coordinators, Parent Involvement Volunteer Coordinators, Health Coordinator, Nutrition Specialists, shall continue to be six (6) hours and fifty-five (55) minutes daily, including a forty-five (45) minute lunch period each day.

**ARTICLE 45
ELEMENTARY SCHOOL DAILY SCHEDULE
FOR K-5 AND K-8 NON-ALAs,
TEACHER WORKDAY, AND TEACHING SCHEDULE**

1. Effective with the start of the 2008-09 school year, the length of the contractual workday shall be increased by ten (10) minutes. For reference purposes, following are two (2) sample schedules:

Schedule A

Arrival time for teachers		7:55
Teachers in Homeroom/Pick up Students		8:00
	HR (10 minutes)	8:05-8:15
	1 (47 minutes)	8:15-9:02
	2 (47 minutes)	9:02-9:49
	3 (47 minutes)	9:49-10:36
	4 (47 minutes)	10:36-11:23
	5 (52 minutes)	11:23-12:15*
Lunch period 5 or 6	6 (52 minutes)	12:15-1:07**
	7 (47 minutes)	1:07-1:54
	8 (47 minutes)	1:54-2:41
ESEP	HR (5 minutes)	2:41-2:46
Departure Time for teachers: 3:11	ESEP (25 minutes)	2:46-3:11

Schedule B

Arrival time for teachers		8:25
ESEP		8:25-8:50
Teachers in Homeroom		8:55
	HR (6 minutes)	9:00-9:06
	1 (47 minutes)	9:06-9:53
	2 (47 minutes)	9:53-10:40
	3 (47 minutes)	10:40-11:27
	4 (52 minutes)	11:27-12:19*
Lunch periods 4 or 5	5 (52 minutes)	12:19-1:11**
	6 (47 minutes)	1:11-1:58
	7 (47 minutes)	1:58-2:45
	8 (47 minutes)	2:45-3:37
Departure Time for teachers 3:41	HR (4 minutes)	3:37-3:41

* Includes 7 min. homeroom and 45 min. for students' lunch

**Includes 5 min. escort and 47 min. class

2. a. The daily schedule to which an elementary school is assigned is determined by the scheduling of Essential Staff Educational Practices (ESEP) time and/or the requirements of bus scheduling but, commencing with the 2008-2009 school year, all elementary schools will continue to have a seven (7) hour, sixteen (16) minute day. Lunch periods for students may start either a period earlier or a period later than shown above. The two student lunch and student class periods are interchangeable.
- b. The ESEP period shall continue to be twenty-five (25) minutes in length.
- (1) ESEP periods may continue to occur prior to the start of the student day or at the conclusion of the student day.
 - (2) Individual elementary schools may continue to schedule double ESEP periods on one day and eliminate one ESEP period on another day.
3. The total length of the workday for teachers at the elementary school level shall be seven (7) hours and sixteen (16) minutes, including the minimum of a forty-five (45) minute lunch period.

- a. This seven (7) hours and sixteen (16) minutes includes the daily twenty-five (25) minute teacher ESEP period and the five (5) minutes between the student day and the teacher ESEP period, whether the teacher ESEP period is in the afternoon or in the morning.
 - b. This seven (7) hours and sixteen (16) minutes also includes the time that teachers are required to be on duty prior to the scheduled starting time for students (when the daily teacher ESEP period is at the end of the school day) or the time that teachers are required to be on duty following the scheduled dismissal time for students (when the daily teacher ESEP period is at the beginning of the school day).
4. The total teacher workday, including the forty-five (45) minute, duty-free lunch period, shall continue to be the same for all elementary school teachers.
 5. Elementary school teaching schedules and teaching day, preparation periods, and assignment of specialist teachers and/or relief teachers shall be as follows:
 - a. Teachers in elementary schools shall normally be scheduled to teach no more than six (6) class periods per day. Exceptions may only occur as provided in Sections 5.b. and 5.c. of this Article and shall not occur for arbitrary or capricious reasons. Preparation period provisions applying to elementary school teachers shall be cited in Sections 5.b. and 5.c. of this Article.
 - b. All elementary school teachers, except special education teachers, shall have one (1) preparation period each day. Elementary school specialist teachers, including itinerant specialists, shall also be assigned preparation periods consistent with the provisions of this Article, except when such teachers travel during their preparation periods, in which case the payment provisions for lack of preparation periods of Article 128, Compensation for Lack of Preparation Periods, shall continue to apply.
 - c. The provisions of Section 5.b. shall be implemented, at least in part, by the assignment of elementary school specialist teachers, including itinerant specialist teachers, in the four (4) areas of library, music, art, and physical education.
 - (1) The provisions of Section 5.b. may also be implemented, at least in part, through the scheduling options that become available under the self-contained teaching schedules taught by the regular teachers assigned to various K to 5 elementary schools.
 - (2) In the case of kindergarten teachers, ESEP period requirements shall continue not to be adjusted in order to provide credit for one (1) preparation period per week. If it is not possible to schedule the fifth of the five (5) daily preparation periods per week for a kindergarten teacher, the teacher shall be reimbursed under the lack of preparation period provisions of Article 128, Compensation for Lack of Preparation Periods, the same as any other teacher.
 - (3) Efforts shall continue to be made to provide all elementary school special education teachers a minimum of five (5) preparation periods each week during the school year, with these preparation periods being provided as much as possible on a one (1) preparation period per day basis. In applying this Subsection, the provisions of Article 128, Compensation for Lack of Preparation Periods, Section 4., shall be implemented appropriately.
 - d. Any elementary school teacher having fewer than five (5) preparation periods per week shall continue to receive salary compensation as provided under Article 128, Compensation for Lack of Preparation Periods. In allotting preparation periods at a particular elementary school, any teacher who wishes to surrender his/her preparation periods to another teacher in order instead to receive salary compensation under the provisions of Article 128 shall be permitted to do so, but only to the extent of providing preparation periods to another teacher(s) at that school who has fewer than five (5) preparation periods per week.

ARTICLE 46

SECONDARY SCHOOL TEACHING SCHEDULES AND TEACHING DAY

1. Teachers in secondary schools shall normally be scheduled to teach five (5) class periods per day. Exceptions shall not be made for arbitrary or capricious reasons, and may occur only for

the reasons cited under Section 2. of this Article and subject to all applicable further provisions of this Article.

- a. The standard secondary school teaching schedule shall be a homeroom or homeroom-time assignment, five (5) teaching periods, one (1) duty period, one (1) preparation period, and one (1) professional period to be used for purposes such as tutoring, professional development, or Advanced Placement preparation.
 - b. Vocational teachers who teach two (2) vocational classes daily, each three (3) periods in length, may continue to be assigned six (6) teaching period schedules, but shall be covered by all other applicable provisions of this Article.
2. Exceptions to these normal secondary school teaching schedules are for the purpose of completing necessary department or school scheduling needs within individual secondary schools and are subject to full compliance with all applicable further provisions of this Article.
- a. Exceptional schedules, if any, shall be rotated from year to year among the faculty insofar as is consistent with necessary scheduling considerations and certification requirements.
 - b. Teachers who receive an exceptional schedule shall be relieved of homeroom assignments insofar as this can be accomplished while fulfilling necessary scheduling requirements, unless they request or voluntarily accept a homeroom assignment.
 - c. Teachers having exceptional schedules shall be given the first choice of which period of the day their daily preparation period will be scheduled. This provision shall not necessarily apply in the middle schools.
 - d. Teachers having exceptional schedules shall be relieved of any duty assignments, except possible homeroom coverage or assistance in an emergency situation.
3. Teachers in middle schools shall normally be scheduled as follows:
- a. Teachers shall normally be scheduled to teach five (5) teaching periods per day plus one (1) period to be utilized, by way of example but not by way of limitation, for the following purposes: directed activities, in-service training, planning, conferences, tutorial work, duties, study assistance, etc. Exceptions shall not be made for arbitrary or capricious reasons, and may only occur as provided under Section 2. of this Article.
 - b. No more than twenty (20) minutes shall be applied to routine homeroom assignment functions.
 - c. A minimum of five (5) teaching periods per week shall be available to each teacher as preparation time. Daily preparation time of one (1) period shall be assigned to all teachers insofar as can be accommodated in the preparation of teacher schedules.
 - d. Teachers shall be scheduled daily to a minimum of a thirty (30) minute, duty-free lunch period.
 - e. The middle school schedule may continue to provide team planning time at the end or the beginning of three (3) school days each week in accordance with previously established middle school scheduling standards and practices. However, in such an event the total amount of assigned work time per week shall continue not to exceed five (5) times the amount of assigned work time in the regular middle school workday.
4. All secondary school teachers shall continue to have a minimum of one (1) daily preparation period as part of their regular teaching schedules. [Middle school teachers, as provided under Subsection 3. c. of this Article, could have a minimum of five (5) preparation periods per week rather than the minimum of one (1) daily preparation period.]
5. Provisions covering exceptional schedules, if any, at a secondary school:
- a. Every effort shall continue to be made in scheduling teachers at a secondary school to provide all teachers, without exception, the standard five (5) teaching period schedule.
 - b. No more than two (2) teachers in any single department at a secondary school may be assigned a six (6) teaching period schedule, except for the vocational teachers referred to in Section 1. b. who teach two (2) three-period vocational classes per day. This provision shall apply to all departments, both academic and nonacademic. [An academic department shall be defined in the normal way that a department has been defined in the past. A nonacademic department, for purposes of applying this Subsection only, shall be defined

as any group of teachers within a school, including only one (1) or two (2) teachers, who have the necessary certification to teach the same, or nearly the same, subjects. (For example, art and music would each be separate nonacademic departments. Physical education would be a single nonacademic department. Among the academic departments, only foreign languages would also be subject to the above distinctions applying to nonacademic departments, except that where a language teacher(s) is certified to teach, and teaches, more than one (1) foreign language, this factor shall be taken into account.)]

- (1) At the senior high schools this provision shall apply to all departments, both academic and nonacademic.
 - (2) At the middle schools this provision shall apply to all departments, both academic and nonacademic, except that accepted middle school teacher scheduling practices, which may provide one (1), or several, additional teaching periods per week over the standard teaching schedule of twenty-five (25) teaching periods per week, may be continued and shall not affect the limit of two (2) exceptional teaching schedules in a department.
 - (3) A secondary school teacher having dual certification and who is teaching in both certifications may be credited to the department of either certification.
- c. The provisions of this Article shall not prevent a teacher from volunteering to teach six (6) periods, in accordance with this same option as it has been practiced during previous Agreements and subject to the following conditions:
- (1) Teachers who elect to teach six (6) periods may be, but are not required to be, covered by the four (4) exceptional schedule provisions of Section 2.
 - (2) Teachers who volunteer for six (6) teaching period schedules shall be counted toward the limit of two (2) teachers in any single department who may have exceptional schedules, except as provided in Subsections c. (3) and c. (4) immediately following.
 - (3) Where several exceptionally small classes exist in a particular subject at a secondary school, or overall underenrollment in a particular department at a secondary school creates numerous small classes in that department, the number of teachers who volunteer for six (6) teaching period schedules shall not be required to be counted toward the limit of two (2) teachers in any single department who may have exceptional schedules.
 - (4) Where a particular teacher(s) volunteers to teach six (6) classes in order to distribute a normal five (5) period complement of students into six (6) periods, such teacher(s) shall not be required to be counted toward the limit of two (2) teachers in any single department who may have exceptional schedules.
- d. Academic laboratory periods shall continue to count as teaching periods, but should such lab periods bring a total teaching schedule to twenty-six (26), twenty-seven (27), or twenty-eight (28) teaching periods per week that schedule shall be considered a standard five (5) teaching period schedule. This special provision applies only to teachers of the various sciences and only at the high school level. (Teachers with such schedules, therefore, shall not be covered by the "homeroom assignment" provision and other provisions of Section 2. of this Article.)
- (1) Science teaching schedules which include twenty-nine (29) teaching periods per week or thirty (30) teaching periods per week shall be considered exceptional teaching schedules, as provided for under Section 5., Subsections b. and c., of this Article. (Teachers having such teaching schedules, therefore, shall be covered by the "homeroom assignment" provision and other provisions of Section 2. of this Article.)
 - (2) Science teachers having twenty-nine (29) teaching periods per week shall be entitled to pay for one (1) lack of preparation period reimbursement each week as a result of such a teaching assignment, shall have one (1) additional preparation period per week [i.e., six (6) preparation periods per week], and shall have no duty period assignment.

- (3) Science teachers having thirty (30) teaching periods per week shall be entitled to pay for two (2) lack of preparation period reimbursements each week as a result of such a teaching assignment.
- (4) Science teachers having twenty-six (26), twenty-seven (27), or twenty-eight (28) teaching periods per week may continue to receive additional preparation periods per week beyond the normal five (5) preparation periods per week, in accordance with already established practices at the high schools.
- e. Teaching schedules for instructional teacher leaders shall be considered five (5) teaching period schedules for all purposes under this Article.
- 6. Secondary schools in which a nonacademic department(s), under the regular definition of a department, had previously established five (5) teaching period schedules for all, or nearly all, teachers shall maintain that practice throughout the term of this Agreement.
- 7. Daily teaching schedule standards (i.e., number of teaching periods, etc.) applying to teachers at the Gifted Center during the term of the previous Agreement shall continue.
- 8. Daily teaching schedule standards (i.e., number of teaching periods, etc.) applying to teachers at the various elementary and secondary special schools and magnet schools during the term of the previous Agreement shall be continued.

ARTICLE 47
MIDDLE SCHOOL DAILY SCHEDULE

- 1. The middle school regular seven (7) period daily schedule shall continue as follows and as further detailed in Article 46, Secondary School Teaching Schedules and Teaching Day, Sections 3., 4., and 5.
 - a. Thirty-six (36) hours and thirty (30) minutes per total workweek, including the minimum of a one-half (1/2) hour lunch period each day. This provision for length of total workweek, rather than for length of individual workday, applies at any middle school in which three (3) days per week contain a teacher team planning period either at the end or at the beginning of the school day, in accordance with the practices in effect during the term of the previous Agreement. (See Article 46, Secondary School Teaching Schedules and Teaching Day, Section 3., Subsection g.)
 - (1) This total length of the workweek includes five (5) minutes between the student day and the teacher team planning period on each of the three (3) days per week on which teacher team planning periods are scheduled, whether the teacher team planning periods are in the afternoon or in the morning.
 - (2) When the three (3) teacher team planning periods per week are scheduled at the end of the school day, this total length of the workweek includes the time that teachers are required to be on duty five (5) days per week prior to the scheduled starting time for students and the time teachers are required to be on duty two (2) days per week following the scheduled dismissal time for students.
 - (3) When the three (3) teacher team planning periods per week are scheduled at the beginning of the school day, this total length of the workweek includes the time that teachers are required to be on duty five (5) days per week following the scheduled dismissal time for students and the time that teachers are required to be on duty two (2) days per week prior to the scheduled starting time for students.
 - b. Seven (7) hours and sixteen (16) minutes per workday, including the minimum of a one-half (1/2) hour lunch period. This provision applies in the event teacher team planning time should be scheduled within the regular student day. This total length of the workday includes the time that teachers are required to be on duty prior to the scheduled starting time for students and includes the time that teachers are required to continue on duty following the scheduled dismissal time for students.
- 2. All other applicable provisions of this Article and of Article 46, Secondary School Teaching Schedules and Teaching Day, and Article 74, Instructional Teacher Leader Schedules and Release Time, shall continue in effect.

ARTICLE 48
HIGH SCHOOL DAILY SCHEDULE

1. The high-school daily schedule shall continue as follows and as further detailed in Article 46, Secondary School Teaching Schedules and Teaching Day, Sections 1., 2., 4., 5., and 6.
 - a. During the school weeks from mid-September through mid-May, there will be four (4) teacher days of seven (7) hours and sixteen (16) minutes and one (1) teacher day (Wednesday) of eight (8) hours.
 - b. The high school teacher workday shall begin at 7:25 a.m. and conclude at 2:41 p.m.(or the equivalent), or be the equivalent length where a different shift is involved for a teacher(s) at a school. On the Wednesdays when TIP time is held the teacher workday shall conclude at 3:25 p.m.
 - c. Maximum length of required high school teacher workday:
 - (1) Seven (7) hours and sixteen (16) minutes, except on TIP Wednesdays.
 - (2) Eight (8) hours on TIP Wednesdays.
 - d. The above length of workday provisions include a minimum of a one-half (1/2) hour lunch period.
 - e. The above length of workday provisions include the time that teachers are required to be on duty prior to the scheduled starting time for students and include the time that teachers are required to continue on duty following the scheduled dismissal time for students.
2. The starting time at the high schools for students shall be able to be adjusted by the School District, either for the start of the 2001-02 school year or for the start of some subsequent school year, in order to promote better student attendance, to provide safer travel for students, and to enhance the overall educational opportunities and outcomes for students.
 - a. Any such starting time adjustment for students would similarly alter the high school starting time for teachers and other personnel as well.
 - b. Any high school starting time change may necessitate some adjustment in starting times at the middle school and elementary school levels as well, at least for students but minimally or not at all for teachers.
 - c. None of the above shall constitute any revision in the overall length of the workday for teachers or other personnel.
3. All other applicable provisions of this Article and of Article 46, Secondary School Teaching Schedules and Teaching Day, and Article 74, Instructional Teacher Leader Schedules and Release Time, shall continue in effect.

ARTICLE 49
TEACHER INTERACTION AND PLANNING TIME

1. Beginning with the third week of September and continuing through the third week of May, the Teacher Interaction and Planning (TIP) time at high schools will run each Wednesday for the length of time set forth in Article 48, High School Daily Schedule. TIP time will be planned and/or conducted by the Instructional Cabinet/Instructional Teacher Leaders. It will be a period during which Instructional Teacher Leaders and teachers will meet within their departments or across departments:
 - a. To plan and coordinate instruction, to discuss instructional matters and problems, and to reach instructional decisions.
 - b. To consider ways to schedule classes in a more effective manner, to provide planning time through altered scheduling approaches, to use duty periods for professional purposes, and related matters.
 - c. To analyze student data, to group students, to discuss problems affecting individual students, to plan large group instruction, to plan ways to work with individual students and with smaller groups of students, to deal with interdepartmental matters, and related matters.
 - d. To address other educational and instructional issues.

2. The TIP time period will not be convened under the following circumstances:
 - a. On any Wednesday which precedes a Thursday school holiday, nor on the Wednesday before Thanksgiving, nor on any Wednesday which is the final school/workday preceding the start of a vacation period.
 - b. During any week in which Wednesday is a school holiday nor on any Wednesday when there is an early dismissal due to bad weather.
 - c. On a Wednesday which happens to be a noninstructional day for teachers, nor will it be convened on a Wednesday which may happen to be an in-service day for teachers.
 - d. On a Wednesday which is an open house day.
3. The principal and other members of the Instructional Cabinet at each school will coordinate these meetings. The Instructional Teacher Leaders will establish a written agenda for each meeting. The meetings will be conducted by the Instructional Teacher Leaders. There will be no interference or setting of agenda topics by the central administration.
4. The agenda and minutes or records of decisions made during TIP time meetings will be kept by each department.
5. When TIP time is not in operation, the regular daily schedule will be followed, but without the TIP time.

ARTICLE 50 INTERNAL SCHOOL RESTRUCTURING AND TOTAL SCHOOL RESTRUCTURING

1. The agreed-to schedules for elementary schools, middle schools, and high schools may be replaced at a school which develops internally, through an interactive process involving the cabinet, the principal, and the teachers, a restructured school schedule under the continuing internal school restructuring efforts being encouraged across the School District.
2. Completely restructured schools may vary entirely from the agreed-to schedule, as determined by the teachers/principals/teams currently engaged in developing completely restructured schools.
3. The following guidelines, developed through the Professionalism and Education Partnership (PEP) process, apply to school level restructuring:
 - a. Restructuring at the school level by a faculty must be a product of shared decision making. Shared decision making includes the understanding that there be full discussion by the faculty.
 - b. Achieving complete consensus to restructure is most desirable but not always attainable. The PEP Steering Committee has determined that a 60% approval level in a vote by the teachers and other personnel who are in the professional bargaining unit in the school is necessary for any restructuring to go forward or for a waiver to be put into effect. The vote to restructure shall be by secret ballot and shall be conducted at a faculty meeting.
 - c. In the process of restructuring, a faculty may need to secure a waiver from some provision(s) of the collective bargaining agreement, from a Board policy, from a system-wide established practice, or from some provision(s) of the Pennsylvania School Code. The PEP Steering Committee shall be advised of such a need through a letter to the Co-Chairs of the PEP Steering Committee. The PEP Steering Committee will assist the faculty should any followup or processing be necessary to acquire the waiver.
 - d. The role of the principal is crucial in any restructuring effort. The principal's responsibility is to coordinate the above activities and to work in conjunction with the school's Instructional Cabinet.
 - e. If restructuring is to succeed, it is essential that all faculty members cooperate in any effort to change or to improve a school. A teacher who votes not to approve a restructuring proposal retains the professional responsibility to attempt to make the restructuring effort succeed once it has been authorized in accordance with Subsection 3. b. above.
4. a. The 60% approval vote referenced in Section 3. b. above does not apply to:
 - (1) Standards-based approach for teaching and assessment.

- (2) Introduction, utilization, and expansion of technology.
 - (3) School District initiatives such as curriculum and assessments and literacy programs.
 - (4) Returning to a regular seven-period schedule in a high school which had previously adopted an eight (8) period or a nine (9) period day or which had previously adopted a block schedule.
 - (5) Six (6) day rotations at a school.
- b. The 60% approval vote referenced in Section 3. b. above does apply to:
- (1) Major changes in a high school's number of class periods, such as an eight (8) period day or a nine (9) period day.
 - (2) Full-scale school-based changes in curriculum and instruction, such as comprehensive school reform designs.
 - (3) Block scheduling, except if block schedules were to be implemented on a school-system-wide basis.
5. If it is necessary in a high school, which had previously adopted an eight (8) period or a nine (9) period day or which had previously adopted a block schedule, to return in some subsequent school year to the former contractual number of periods and contractual length of workday, for example, due to economic considerations or due to the insufficient educational success of the restructured school schedule, such a reversion may be made without a Section 3. b. vote by the faculty.
 6. The PEP Steering Committee will utilize its consensus procedure to provide further clarification as to when and where a vote is applicable at high schools, middle schools, and elementary schools. The consensus, when reached, will become the contractual basis for determining when a faculty vote shall apply and when a faculty vote shall not apply.
 7. In all situations where the vote process does not apply, the parties agree that a consensus should be developed at a school about whether and how to deal with a matter that is up for consideration.
 8. If it should prove necessary, an outside intervention and appeals vehicle will be developed by the parties, in order to assure that this Article is fully implemented and workable. This also will be done through the PEP Steering Committee and the PEP process.

ARTICLE 51 TEACHER SCHEDULING

1. No later than March 1 of each school year, schedule preference sheets will be distributed to all teachers at each school. Teachers may then indicate their schedule preference, including subject, grade, alternative schedule(s), shift, and time of preparation period. Teachers should return the sheets within one (1) week of the time of receiving them.
2. The teacher's schedule preference will be honored to the extent possible in the preparation of schedules for the following school year.
3. When changes in the teaching schedule(s) for a teacher(s) at a particular school become necessary due to the loss of a position(s) for the following school year, and this fact only becomes known to the school principal and/or to the teachers at that school subsequent to the completion and utilization of the annual schedule preference sheets, principals shall reexamine the schedule preferences of all teachers at the school or of all teachers affected by the change, whichever is applicable. The schedule preferences, including alternative schedule choices, of all teachers or of all affected teachers shall continue to be honored to the extent possible in the preparation or revision of teaching schedules for the following school year.
4. A teacher's schedule for the following school year will be presented to the teacher as soon as it is prepared. If necessary, it will be mailed to the teacher during the summer. However, efforts shall be made to complete the schedules and submit them to teachers prior to the final week of each school year. Schedules submitted to teachers under the provisions of this Section are tentative to the extent that staffing changes, etc., in the new school year could require alterations in them.

5. A teacher who questions his/her schedule may meet with the principal for discussion and possible adjustment of the matter.
6. Master schedules for each school will be available and displayed in a convenient place.

ARTICLE 52 SPLIT GRADE CLASSES

1. Elementary school split grade classes shall continue to be kept to a minimum, with an effort being made to strengthen the procedures in this regard utilized by the Board over the term of the previous Agreement.
2.
 - a. When a split grade class is necessary, insofar as the reasonable balancing of class sizes is concerned, the split grade class shall be maintained at a somewhat lower enrollment figure than the single grade class(es) at the involved two (2) grade levels.
 - b. When a split grade class is necessary, insofar as the reasonable balancing of class sizes is concerned, the split grade class shall be maintained at an enrollment not to exceed twenty-two (22) students in any split grade class.
3. Split grade classes shall continue only to be composed of two (2) consecutive grade levels.

ARTICLE 53 DURATION OF SCHOOL YEAR

1. The number of days in each school year falling wholly or partially within the term of this Agreement in the elementary schools, middle schools, and senior high schools is as follows:
 - 182 instructional student days
 - 5 noninstructional organizational-clerical days
 - 4 noninstructional in-service days
 - 1 noninstructional open house/parent conference day
 - 192 days total work year for teachers.
2. All student days will be full student days, except where an early dismissal, delayed arrival time, or school emergency may occur, and except as provided in Section 11. below.
3. This calendar provides for two (2) snow days. In any school year when more than two (2) snow days are used and the calendar falls below one hundred eighty (180) student days, the first priority for rescheduling a necessary student day(s) will be to move back the schedule at the close of the school year, unless the final day of the school year is already a Friday or becomes a Friday after one or more lost student day(s) is rescheduled and there is still an additional student day(s) to be rescheduled. In that event, the necessary student day(s) would be rescheduled during the spring vacation.
4. There will be two (2) noninstructional organizational-clerical teacher workdays at the start of each school year.
 - a. The two (2) organizational-clerical days will be used at the school by teachers, the principal, and other school staff for the following purposes in preparing for the start of the school year for students:
 - (1) Organizing the school
 - (2) Teacher planning and preparation
 - (3) Faculty meeting(s); Instructional Cabinet(s) meetings; planning meetings among teachers
 - (4) Meetings with individual students and parents
 - (5) Readying of classrooms, bulletin boards, etc.
 - (6) Completion of student schedules and class rosters
 - (7) Other related school start-up and school organization responsibilities

- b. A pre-school-year system-wide or area meeting, including a central meeting for all teachers/professionals, shall again be a School District option during the opening teacher work-days, commencing with the start of the 2001-02 school year and continuing thereafter.
 - c. A committee of teachers and the principal at each school will meet to assess the viability of one of the opening organizational-clerical days being put on a different time schedule, including a late afternoon or early evening time schedule, in order either to facilitate meetings at the school of individual students and their parents with teachers and other professional staff or to establish an open house day before the first student day.
5. There will be one (1) open house/parent conference day at all three (3) school levels. The starting and ending times for this day will continue to be determined by the faculty at each school. This day may start in the afternoon and conclude in the evening.
 6. There will be one (1) full in-service day between the two (2) semesters at all three (3) school levels. This day would normally be contiguous with the organizational-clerical day between semesters.
 7. There will be one (1) noninstructional organizational-clerical day at the close of the first semester at all three (3) school levels. That day could be scheduled earlier than the final day of the semester in the elementary and middle schools, in order to coordinate this organizational-clerical day at those two (2) school levels with the closing of grades.
 8. The two non-student days at mid-semester may be changed from one professional development day and one clerical day to two non-student days divided as .5 professional development in the morning and .5 clerical in the afternoon.
 9. There will continue to be two (2) noninstructional organizational-clerical days on the final two (2) days of the school year for teachers.
 10. An additional nonworkday(s) may be scheduled in the school calendar, probably in March or April, in order to provide an additional day(s) for snow or emergency day makeup.
 11. The schedule for high school seniors near the close of the school year may continue to be adjusted to meet student and graduation needs.
 12. In any school year when a nonschool day can be scheduled prior to the close of the first report period in order to provide time for teachers to complete their clerical work and prepare grades for their students, this will be done. The setting of this day will be coordinated with the close of the grading period. Preference will be given to scheduling this day on a Friday or a Monday. Provision of this day will depend on how it affects the date for the close of the school year and how it impacts the close of the first semester and the start of the second semester.
 13. All noninstructional organizational-clerical days shall continue to be utilized for the clerical, record keeping, and school organization duties of teachers. All teachers shall continue to be responsible for such duties.
 14. All noninstructional days will continue to be seven (7) hours in length, including one (1) hour for lunch. Starting and ending times will be determined by the faculty at each school, except in the case of the five (5) full in-service days. The five (5) full in-service days will run from 8:00 a.m. to 3:00 p.m., but could be moved up or moved back by no more than one-half (1/2) hour.
 15. The parties agree to have teachers and Instructional Teacher Leaders (ITLs) help plan and conduct some of the in-service programs that will be offered.
 16. The parties agree to continue to work together and cooperate in the following areas:
 - a. On providing time for continuing professional development, staff development, and in-service in general.
 - b. On School District-provided staff development and in-service and on PFT-provided ER&D training.
 - c. On orientation and induction programs for new teachers.
 - d. On requirement to participate in computer training, including for grading and for roll books.
 - e. On ITL program and ITL training/internal certification.
 - f. On utilization of PFT Building.

17. All previously observed school vacation days will continue to be part of the annual school calendar. Special provisions applying to the school calendar, work year, and daily rate of pay compilation are as follows:
 - a. The Thanksgiving school vacation period will be Thursday and Friday.
 - b. The winter vacation for students and teachers will continue to start at least by December 24 and will run at least through January 1.
 - c. The spring vacation for students and teachers, beginning with the 2008-09 school year, shall consist of the entire week before Easter and shall continue in future years, if feasible.
 - d. The Memorial Day weekend will be a three (3) day weekend, with no school on Monday, except in a school year when no snow days or system-wide emergency days are used. In such a school year, the Friday preceding the Memorial Day weekend shall be rescheduled as a nonschool day for students and a nonworkday for teachers at all school levels.
 - e. The base work year for teachers will continue to be one hundred ninety-two (192) days. The work year for certain other professional personnel will continue to be a one hundred ninety-five (195) day work year.
 - f. Computation of the daily rate of pay for a teacher shall be determined by using a divisor of one hundred ninety-two (192), when deciding the value of a day on which a teacher is absent and does not receive salary and for any other previously established application(s) of this divisor.

ARTICLE 54 SNOW AND OTHER EMERGENCY DAYS

1. Makeup of snow days and other emergency days shall be handled in accordance with the practices established in previous school years. Such days shall be made up only where the number of student days falls below one hundred eighty (180) days.
2. There shall be no loss of pay, sick leave, or personal leave on a school day which turns out to be a snow or other emergency day, whether the day is rescheduled or not. This provision shall not apply to teachers or other personnel who are on an unpaid leave or on a paid sick leave, either of which extends beyond the workweek in which the snow or other emergency day occurs. In addition, this provision shall in no case be interpreted to increase any teacher's or other employee's salary for a given pay period or for an entire semester beyond what he/she would regularly receive for that pay period or entire semester.
3. Sick leave and personal leave shall not be charged to teachers on snow days or other emergency days that are subsequently to be rescheduled under the provisions of Section 1. of this Article.
4. In any school year where there have been no snow days or other School District-wide emergency days, the Friday preceding the Memorial Day weekend shall be rescheduled as a non-school day for students and a nonworkday for teachers at all school levels.

ARTICLE 55 SCHOOL OPEN HOUSE/PARENT CONFERENCE DAY

1. The open house/parent-conference day will conform with Article 53, Duration of School Year, Section 6.
2. Itinerant teachers shall be scheduled annually on the same basis as regular teachers. This shall not preclude the scheduling of attendance at one or more open houses provided that the itinerant teacher is not required to exceed the length of the open house workday.
3. Teachers are required to attend open house/parent conferences unless excused by their principal.

ARTICLE 56 PERMANENT RECORD CARDS

Midyear grades (second quarterly report period grades) may be required to be recorded by homeroom teachers on the permanent record cards of all senior high school students. In addition, all homeroom teachers shall be required to record grades on permanent record cards for mini-courses or other courses and programs which students may complete at times other than the close of the school year in June.

Teachers shall not be required to record quarterly report period grades on permanent record cards of middle and elementary school students.

ARTICLE 57 MONITORING PAPERWORK

1. The parties mutually recognize the cooperative and productive efforts made by both the School District and the Federation Paperwork Committees in their continuing meetings and deliberations.
2. Both parties acknowledge that the control and monitoring of the paperwork load for teachers is an ongoing priority, that unnecessary paperwork shall continue to be avoided, and that the matter of excessive paperwork shall continue to be dealt with jointly by the parties.
3. Selected members of the PFT Grassroots Committee on Special Education shall be included on all PSE committees dealing with the creation or revision of state mandated forms, be they in electronic or in written form.

ARTICLE 58 SUBSTITUTION SERVICES BY FULL-TIME TEACHERS

1. Full-time teachers may be assigned during their preparation periods to substitute for the regular teacher of a particular class in emergency situations, special circumstances, or when a day-to-day substitute has not yet arrived at a school. Such assignments shall be rotated among all available teachers and a record of teachers providing such substitute services shall be maintained each semester in all school offices. Payments to teachers for such assignments during their preparation periods shall continue as provided in Article 129, Compensation for Loss of Preparation Periods.
2. Classes shall not be doubled or otherwise combined to avoid the hiring of a day-to-day substitute, nor shall a full day's schedule of substitutions by regular teachers and/or full-time substitute teachers during their preparation periods be utilized to avoid hiring a day-to-day substitute.
3. A senior teacher, after the final day for seniors, may be utilized within his/her own school to substitute for an absent teacher. Such substitution shall only be in said senior teacher's area(s) of certification, except when no day-to-day substitute teacher possessing proper certification is available for hiring by the Board.

ARTICLE 59 CLASSROOM INTERRUPTIONS

Classroom interruptions shall be permitted only in the case of an emergency, or when no other reasonable alternative is possible.

ARTICLE 60 INSTRUCTIONAL CABINETS

The Instructional Cabinets will continue to operate in accordance with the guidelines developed by the Professionalism and Education Partnership Subcommittee on Exploration of the Development of an Instructional Cabinet at each school.

ARTICLE 61 GENERAL FACULTY MEETINGS

1. No more than an average of one (1) general faculty meeting per school month shall be scheduled or held at any school, except in the case of urgent school business.
2. General faculty meetings shall be announced at least two (2) school days in advance of the actual date of the meeting, except in the case of urgent school business.
3. A tentative agenda shall be provided to teachers at all general faculty meetings, except in the case of urgent school business.
4. Teachers are required to attend general faculty meetings unless excused by their principal.

ARTICLE 62
FACULTY PARKING FACILITIES

1. The Board shall endeavor to provide and maintain adequate and secure faculty parking facilities at all present schools, as well as expand parking accommodations where such facilities are inadequate. Provision of new or additional parking facilities at present schools shall be subject to the availability of funds and space.
2. Adequate and secure faculty parking facilities shall be provided at all future schools.
3. The understandings reached pertaining to parking for Pittsburgh High School for Creative and Performing Arts faculty and staff, effective for the start of the 2003-04 school year, shall continue in effect.

ARTICLE 63
FACULTY LOUNGES AND WORK FACILITIES

In the interest of providing each school with adequate teacher workrooms, clean and attractive faculty lounges, and adequate teacher lavatories, the Federation, through its building representative(s) and/or a Federation building committee, will furnish to the Unit of Facilities of the Pittsburgh Board of Public Education, with a copy to the school principal, any requests for corrections and/or improvements in such facilities. Facilities will furnish a written answer to these requests within ninety (90) days of receipt of same, indicating what correction and/or improvements will be undertaken, and the date when commencement of the work involved may be expected.

ARTICLE 64
FACULTY LUNCHROOM FACILITIES

1. Appropriate lunchroom facilities for teachers and other staff, separate from those provided for students, shall be installed at all future schools.
2. Separate lunchroom facilities for teachers, as set forth in Section 1. of this Article, shall be provided and maintained at all present schools, subject to the availability of funds and space.

ARTICLE 65
TEACHER MAILBOXES

1. Each regular teacher, counselor, school social worker, school nurse, or other professional staff member shall have a single individual mailbox or mail slot at his/her assigned school(s) or other assigned work location(s).
2. Such mailboxes or mail slots shall be suitably marked with the individual's name.

ARTICLE 66
TELEPHONE FACILITIES FOR TEACHERS

Telephone extension facilities assuring a degree of privacy shall be installed for use by teachers in making or receiving phone calls concerned with school business, to the extent that space is available.

PART E
SPECIAL PROFESSIONAL CATEGORIES

ARTICLE 67
CERTIFIED COUNSELORS AND CERTIFIED SOCIAL WORKERS
IN THE OFFICE OF STUDENT SERVICES

1. The following certified counselor and certified social worker positions in the Student Services structure will work a 195-day work year schedule: counselor, social worker, developmental advisor, and attendance officer.
2. The Board agrees to assign Student Services staff according to needs at schools having higher than normal concentrations of pupils with social, personal, attendance, and educational problems.

3. An approximate balance will be maintained between certified counselors and certified social workers when filling the developmental advisor and intervention specialist positions in the revised Student Services organization. This provision will not apply in layoff/recall situations and in return-to-job-category situations, where only system seniority or job category seniority, whichever applies, will be the governing factor.
4. Workloads of Student Services staff shall continue to be reasonably balanced.
5. When a Student Services staff member is assigned, or reassigned, to more than one (1) school, efforts shall be made to make the placement on a geographical basis. The provisions of this Section are subject to the limitations of existing line configurations, i.e., elementary, middle or senior high school lines.
6. Certified social workers and certified counselors, if available, shall be provided as substitutes for social workers and counselors who are ill or otherwise absent in situations involving long term absences.
7. Student Services staff shall continue to be provided a desk and telephone at the senior high schools and middle schools to which they are assigned. Efforts shall be made to provide those assigned to elementary schools a desk and telephone at each elementary school to which they are assigned. An office shall be provided to Student Services staff at their assigned school(s) insofar as office space is available.
8. The Board, at its discretion, may provide in-service training and professional meeting(s) each school year for the Student Services staff.
9. Postings of all Student Services vacancies shall continue to be in accordance with past practice.
10. Student Services staff may apply for paid released time to attend conferences and workshops in accordance with the provision of Article 35, Professional Leave.
11. Student Services staff shall be compensated at the prevailing evening school hourly rate for time spent attending court in the evening or during summer vacation. Evening shall be defined as any time beginning one (1) hour after the close of the employee's regular workday.
12. Student Services staff shall be informed by the Office of Student Services of their school(s) assignment(s) for the following school year, either by the final day of the regular school year or during the summer by mail but in any event at least two (2) weeks prior to the first noninstructional day of the following school year. Reassignments or transfers shall not be made for arbitrary or capricious reasons.
13. Where two (2) or more certified counselors make up the guidance staff at a school, such counselors may continue to be assigned different shifts in accordance with the staffing requirements for counseling at said school.
14. The length of the workday for Student Services staff is covered under Article 44, General Teaching Day, Workday, and Length of Day Provisions, Section 10.
15. The salary differential for the position of chairperson shall be \$1,000 annually.

ARTICLE 68
SELECTION AND QUALIFICATIONS
OF STUDENT SERVICES CHAIRPERSONS

1. The process for selection of student services chairpersons is as follows:
 - a. Student services staff, together with the principal, shall meet and try to achieve a consensus on the full-time student services professional who should be the student services chairperson for that school.
 - b. Should the student services staff and the principal be unable to achieve consensus, determination shall go to a third party made up of five persons.
 - c. The five-person panel will make the selection of a student services chairperson after reviewing the situation and interviewing the principal and the entire student services staff at the school. Membership on the panel is as follows:
 - (1) Central office administration representative (Office of Student Services) — 1
 - (2) Human Resources representative — 1

- (3) Principal from that level, but not from that school — 1
- (4) Federation representatives — 2
- d. Selection of student services chairpersons shall occur as described above every three years during the month of June, with the process beginning in the spring of the 1993-94 school year. This consensus process will also be used to fill any new or vacant student services chairperson position for any interim period.
- 2. The qualifications and selection criteria for student services chairpersons are as follows:
 - a. The demonstrable leadership skills of the student services chairperson shall include the ability to:
 - (1) Orient and train student services staff.
 - (2) Work constructively with the principal.
 - (3) Work constructively with student services staff and teachers for shared decision making.
 - (4) Effectively apply skills developed through training activities.
 - (5) Demonstrate effective interpersonal skills with individuals and groups.
 - (6) Provide responsible leadership.
 - b. The professional attributes of a student services chairperson include:
 - (1) At least three (3) years at the level (i.e., middle or secondary) for which the position is being sought.
 - (2) At least three (3) years as a student services professional in the Pittsburgh Public Schools.
 - (3) At least one (1) year in the building for which the chairperson position is being sought.
 - (4) Thorough knowledge of student services functions.
 - (5) Appropriate certification as either a counselor or a social worker.
 - (6) Involvement in professional organizations and activities.

**ARTICLE 69
SCHOOL NURSES**

- 1. All school nurses shall be placed on the nurses' eight (8) hour workday salary schedule, shall continue to be eligible for advanced study salary credit, and shall continue to be entitled to participate in all fringe benefits, personnel benefits, and other relevant programs available to teachers.
- 2. The established "students to nurse" ratio (1500:1) for assignment of a school nurse(s) at a school(s) shall be continued.
- 3. Schools having heavy health room needs and utilization by students (both secondary and elementary schools) should continue to have additional nursing service assigned as available.
- 4. School nurses shall be assigned only professional and health-related duties in the school(s) to which they are assigned, except in emergencies involving health or safety.
- 5. School nurses shall be informed of their school(s) assignment(s) for the following school year either by the final day of the regular school year or during the summer by mail. School nurses shall continue not to be reassigned or transferred for arbitrary or capricious reasons.
- 6. The Board will continue to reimburse school nurses assigned to service a cluster of schools for transportation costs incurred when traveling from one assignment to another.
- 7. School nurses may either elect direct deposit or may continue to have their paychecks mailed to their homes.
- 8. a. The seniority ranking of school nurses shall continue to be compiled on a basis that combines school nurses who have achieved their certification as school nurse practitioners with those who have not.

- b. In applying the provisions of Article 31, System-Wide Seniority and Layoff-Recall Provisions, Section 1., Subsection a., certified school nurses currently employed by the Board shall be given system seniority credit back to their first date of hire into any new or otherwise vacant position on a full time basis as a certificated school nurse. System seniority credit shall not be extended for such initial employment time, if it was spent substituting for another nurse who was on leave. This provision shall not apply to salary schedule credit, previous salary, or any other terms or conditions of employment except system seniority under Article 31, Section 1., Subsection a.
9. Efforts will be made to provide an extension telephone for each nurse office or school health room that nurses utilize in any school to which they are assigned.
10. School nurses shall continue to be provided an uninterrupted lunch period, except in emergencies involving health or safety.
11. Increment credit, with a requirement that there be fifteen (15) hours per credit (the same as for teachers), shall be provided to school nurses and to dental hygienists for after school, evening or weekend attendance at Board-approved one-day and half-day seminars and workshops relating to their professional duties.
12. School nurses shall be eligible for paid-released time to attend conferences and workshops in accordance with the provisions of Article 35, Professional Leave.

ARTICLE 70 PHYSICAL THERAPISTS AND OCCUPATIONAL THERAPISTS

Physical therapists and occupational therapists shall be on the same salary schedule as teachers, shall continue to be eligible for advanced study salary credit, and shall continue to be entitled to participate in all fringe benefits, personnel benefits, and other relevant programs available to teachers. The provisions and terms of this Agreement shall be applicable to physical therapists and occupational therapists.

ARTICLE 71 DENTAL HYGIENISTS

Dental hygienists shall be on the same salary schedule as school nurses, shall continue to be eligible for advanced study salary credit, and shall continue to be entitled to participate in all fringe benefits, personnel benefits, and other relevant programs available to teachers. Appropriate Agreement provisions covering school nurses shall also cover dental hygienists.

ARTICLE 72 SCHOOL PSYCHOLOGISTS

1. Efforts shall be made to maintain no fewer than the number of school psychologist positions that were filled during the 1982-83 school year.
2. When summer work is offered to psychologists, this work may be scheduled by the Board as needed throughout the ten (10) to eleven (11) summer weeks, in accordance with the open scheduling practice utilized by the Board. In the event that this open scheduling practice is insufficient to meet the requirements for full coverage of summer psychological services, or if this open scheduling practice must be revised by the Board in order to meet the requirements for full coverage of summer psychological services, then the following scheduling criteria shall be applied:
 - a. Unless a psychologist(s) elect(s) otherwise and the Board concurs, summer work shall be scheduled on a consecutive basis.
 - b. The salary for summer work shall continue to be paid pro rata, based on the applicable regular school year salary for psychologists.
3. The administrators and teachers will cooperate to provide the utmost possible privacy for the psychological report of each child within each school. This practice will have the effect of providing the maximum assurance of the confidentiality of such reports.

4. Each school principal shall provide such conditions and facilities to the psychologist as will insure the utmost possible privacy to the child being evaluated.
5. Should psychologists participate in evening due process hearings and/or in off-duty-time summer hearings, they shall receive compensatory time off, with a minimum credit of one (1) hour for each such hearing.
6. Psychologists shall be granted paid-released time to attend conferences and workshops in accordance with the provisions of Article 35, Professional Leave.

**ARTICLE 73
INSTRUCTIONAL TEACHER LEADER
PROGRAM/INSTRUCTIONAL TEACHER LEADERS**

1. The Instructional Teacher Leadership (ITL) program will emphasize at least the following four (4) outcomes:
 - a. Contribute to evaluation of professional staff and facilitate effective teaching strategies.
 - b. Improve student achievement and close the racial achievement gap.
 - c. Contribute to pupil scheduling, to grouping and regrouping of students, and to internal school restructuring.
 - d. Coordinate and enhance teacher interaction and teacher meeting time; direct this time to maintenance and improvement of overall instruction and to meeting individual and collective student needs.
2. Incumbent ITLs shall continue in their positions and perform various ITL functions, as assigned by their principal, except that they shall continue not to have supervisory or rating functions. They shall continue to receive the select teacher differentials applicable to the number of years in which they have served as ITLs, or in other select teacher positions. The provisions of this Section are subject to the application of the ITL selection process.
3. Teachers appointed to vacancies, or already serving, in the position of ITL will be paid the appropriate select teacher salary differential, in accordance with the terms of Article 113, Salary Differentials for Select Teacher Categories, and Article 76, Teachers in the Select Teacher Categories.
4. If, and at what time, the Board approves the complete structure and implementation of the ITL program, the assurance that existing class size conditions will be maintained at the individual schools, for all three school levels (elementary, middle, and high schools), will be achieved through the addition of the requisite number of teachers necessary to accomplish this purpose.
5.
 - a. Efforts will be continued to provide ITLs with one (1) week of work each summer for the purpose of interaction, planning, and/or review activities. ITLs will receive full summer school seniority credit for any summer during which they work one (1) week as ITLs and do not teach summer school also during that summer.
 - b. Following meetings and discussions with the ITLs, the parties may agree to the assurance of a minimum of one (1) week of summer ITL work each summer as part of the total ITL structure and compensation and in lieu of summer school teaching. This latter provision, if implemented, may not apply to ITLs at all school levels or may only apply to specific categories of ITLs.

**ARTICLE 74
INSTRUCTIONAL TEACHER LEADER
SCHEDULES AND RELEASE TIME**

1.
 - a. High school Instructional Teacher Leaders (ITLs) will work the eight (8) hour extended day and receive the extended day differential except that those ITLs having smaller configurations of teachers and who had no release time during the 1991-92 school year may not be assigned to the eight (8) hour schedule.
 - (1) Smaller configurations shall mean five (5) or fewer teachers, including the ITL. Such ITLs, if any, shall be placed on the second teaching/work shift, unless they choose placement on the first teaching/work shift.

- b. High school ITLs will have the following teaching schedules:
 - (1) ITLs with eight (8) or more teachers in their department, including themselves, will teach four (4) classes.
 - (2) ITLs with seven (7) or less teachers in their department, including themselves, will teach five (5) classes.
 - c. High school ITLs will have:
 - 1 —regular length homeroom
 - 1 — regular length preparation period
 - 1 — regular length lunch period, and
 the applicable number of regular length ITL periods. ITLs will continue to have an ITL period rather than a duty period.
 - d. High school ITLs will be responsible for internal school restructuring activities and implementation, for observations and conferences, for working with teachers experiencing difficulties, for working with new teachers, for planning and conducting Teacher Interaction and Planning (TIP) time, for Instructional Cabinet meetings and functions, for assuring the review of individual student progress, for grouping and regrouping students, and for all other established ITL responsibilities.
 - e. High school ITLs would be required to attend ITL meetings at their schools, including meetings that occasionally may extend beyond the eight (8) hour day. Such attendance is part of their normal responsibilities and not subject to added compensation.
 - f. High school ITLs, as part of their responsibilities, will be required to attend a maximum of four (4) system-wide ITL meetings each school year. Such meetings would begin prior to the end of the regular workday but could extend beyond the normal end of that workday, or such meetings could be on in-service days or on meeting days, as such are provided or made available under the Agreement.
 - g. High school ITLs, if they meet during the summer for three (3) or more days, will be paid pro rata if they are, because of the summer ITL work, unavailable for summer school teaching. High school ITLs will be paid at the workshop rate if they are available for summer school teaching. Meetings during the summer of less than three (3) days will be optional, will be paid at workshop rate, and will not conflict with summer school.
- 2. a. The number of ITLs in each middle school will be based on the following formula:
 - (1) One (1) ITL per team, one (1) ITL for math, one (1) ITL for science, one (1) ITL for communications, and one (1) ITL for special education.
 - (2) In smaller schools where the combined number of math and science teachers is fewer than four (4), a combination math/science ITL will be selected to serve both areas.
 - b. At the middle school level, certification is required prior to release from duty periods. Upon certification, the team instructional teacher leader position schedule will include no homeroom and two (2) duty periods per schedule rotation. The content instructional teacher leader position schedule will include one (1) duty period per schedule rotation.
- 3. a. The number of ITLs in each elementary school will be based on the following formula:
 - (1) Elementary schools with more than 30 teachers will have 3 ITLs.
 - (2) Elementary schools with 21-30 teachers will have 2 ITLs.
 - (3) Elementary schools with 20 or fewer teachers will have 1 ITL.
 - b. For those ITLs with ten (10) or more teachers including themselves on their team, their weekly schedules shall be as follows:
 - 22 teaching periods
 - 8 ITL periods
 - 5 preparation periods
 - c. For those ITLs with seven (7) to nine (9) teachers including themselves on their team, their weekly schedules shall be as follows:

- 26 teaching periods
 - 4 ITL periods
 - 5 preparation periods
- d. For those ITLs with four (4) to six (6) teachers including themselves on their team, their weekly schedules shall be as follows:
- 28 teaching periods
 - 2 ITL periods
 - 5 preparation periods
4. Every school with four (4) or more special education full time teaching staff, excluding Rehabilitation Counselors/Transition Coordinators, gifted support teachers and all itinerant special education staff, will be eligible for an Instructional Teacher Leader (ITL) position and the ITL differential that accompanies the position. This ITL position must be filled by one of the existing special education teachers already assigned to the building. In the event that there are no candidates from the full time special education staff in the school, the position will be considered vacant until such a time that one of the special education full time teachers accepts this position and the responsibilities of the position. In addition, special education full time teachers will not be eligible for appointments as ITLs in any of the regular education content areas or departments of the school.
5. Teaching schedules for ITLs, which in no event would exceed the normal teaching schedule for teachers at the three (3) school levels, shall comply with the provisions for released time that are developed for the ITL programs at the three (3) school levels.
6. Special provisions for ITLs who are coaches:
- a. The annual extended teaching day differential will be allocated into three (3) equal segments which will coincide with the fall, winter, and spring coaching seasons.
 - b. During the season(s) that a coach is fulfilling his/her coaching assignment(s), he/she will not receive the extended teaching day differential in view of the fact that he/she will be coaching after school and will be receiving the applicable coaching salary. During the remaining portion(s) of the year, when he/she is not coaching, such individual will work the extended day and receive the extended day differential.
 - c. Coaches will be expected to attend all system-wide ITL meetings. If necessary, accommodations will be made for assistant coaches to cover practices or, where there is no assistant coach, practices will be cancelled or delayed.

ARTICLE 75 SELECTION AND QUALIFICATIONS OF INSTRUCTIONAL TEACHER LEADERS

1. The process for selection of Instructional Teacher Leaders (ITLs) is as follows:
- a. Affected teachers meet and try to achieve a consensus on one (1) candidate where there is already an incumbent.
 - b. Where there is a vacancy or new position, affected teachers meet and try to achieve consensus on two (2) candidates.
 - c. Principal may agree or disagree where one (1) candidate is recommended by teachers.
 - d. Principal may select one (1) candidate where two (2) are recommended by teachers.
 - e. Should an impasse develop on any of the above, determination goes to a third party made up of seven (7) persons.
 - f. Seven (7) person panel will make the selection or other appropriate decision after reviewing situation and interviewing personnel. Membership on panel is as follows:
 - (1) Central office administration representative (Office of Academic Affairs) — 1
 - (2) Curriculum representative — 1
 - (3) Office of Human Resources representative — 1

- (4) Principal from that level, but not from that school — 1
 - (5) Three (3) Federation representatives — Three (3) ITLs from that level, but not from that school.
- g. Consideration of ITL positions will occur as described above every three (3) years during the months of April and/or May. This consensus process will also be used to fill any new or vacant ITL positions.
- h. Vacancies and new ITL positions may be posted at a school before the consensus process is undertaken, but a principal and the teachers may agree to enter into the consensus process without the need for a formal posting. No posting will take place where there is already an incumbent ITL, except where the incumbent, through the consensus process, or because of failure to comply with the qualification requirements of the position or because of an unsatisfactory rating as an ITL, is no longer able to hold the ITL position for the following school year.
2. The qualifications and selection criteria are as follows:
- a. The demonstrable leadership skills of the ITL include the ability to:
 - (1) Provide responsible leadership.
 - (2) Demonstrate effective interpersonal skills with individuals and groups.
 - (3) Command respect of peers and administrators.
 - (4) Work constructively with principal.
 - (5) Work constructively with teachers.
 - (6) Share decision making.
 - (7) Analyze, develop, implement, and evaluate a plan of action.
 - b. The professional attributes of an ITL include:
 - (1) Placement on or above Level II (Master’s Degree/Master’s Equivalent/Bachelor’s + 30 Credits) salary schedule.
 - (2) Minimum of four (4) years teaching experience in the Pittsburgh Public Schools.
 - (3) Commitment to participate in and satisfactorily complete training in observing and conferring skills .
 - (4) Commitment to articulate and implement Board priorities.
 - (5) Thorough knowledge of content/subject(s) area(s).
 - (6) Knowledge of teaching strategies.
 - (7) Knowledge of the appropriate developmental stages of childhood, transescence, adolescence, and adulthood, in order to interact positively with students and peers.
 - (8) Knowledge of current educational research and professional publications.
 - (9) Involvement in professional organizations and activities.
 - c. ITLs must successfully complete the Board’s training program on observing and conferring skills. Normally, this program is undertaken by ITLs immediately following their selection to such positions. Consequently, successful completion of this training program is not a precondition for eligibility to be selected as an ITL but is a requirement for continuation as an ITL.

ARTICLE 76
TEACHERS IN THE SELECT TEACHER CATEGORIES

- 1. If a teacher voluntarily terminates his/her assignment in the Select Teacher Category and then subsequently returns to a position in said Category, he/she must begin at the first step of the salary differential scale for teachers in the Select Teacher Category. An Instructional Teacher Leader (ITL) who is reelected following an involuntary interruption in service as an ITL shall continue to be restored to the ITL scale as if there had been no ITL service interruption.

2. If a Select Teacher Category position is closed and the teacher has reverted to his/her base salary for one (1) school year or less, then upon resumption of a Select Teacher Category position the teacher shall return to the next higher step on the salary differential scale for teachers in the Select Teacher Category. Said teacher must have previously served in the Select Teacher Category assignment for one (1) school year or more.
3. If a Select Teacher Category position is closed and the teacher has reverted to his/her base salary for more than one (1) school year, then upon resumption of a Select Teacher Category position the teacher shall be restored to the ITL scale as if there had been no interruption. Said teacher must have previously served in the Select Teacher Category assignment for one (1) school year or more.
4. In the event of a transfer by a teacher with no time lapse from one Select Teacher Category position to another, or from one school to another while remaining in the Select Teacher Category, the teacher shall be treated the same as if he/she had remained in the original position or school insofar as continued placement on the salary differential scale for teachers in the Select Teacher Category is concerned.
5. A teacher in the Select Teacher Category shall continue to receive his/her select teacher differential while on any extended paid sick leave, unless a teacher substituting for the teacher on such an extended absence fulfills the absent teacher's select teacher responsibilities and receives pay at the appropriate select teacher rate. In such a case, the teacher on extended paid sick leave shall only be entitled to receive his/her select teacher differential for whichever one (1) of the following two (2) alternative lengths of time is applicable:
 - a. For a period of twenty (20) school/workdays if the teacher's total absence is expected to exceed or does exceed forty (40) school/workdays, or
 - b. For a period not to exceed forty (40) school/workdays of paid sick leave if the teacher returns to active service no later than the forty-first (41st) school/workday since the initial school/workday of his/her absence.
6. Regardless of the application of any provision(s) of this Section, the absent teacher shall continue to be entitled to resume his/her full select teacher responsibilities and salary differential immediately upon his/her return to active service. In addition, if such a teacher has not yet reached the top step of the select teacher salary schedule, his/her anniversary date for moving to the next step(s) of that schedule shall remain unaffected by the application of any of the provisions of this Section.

ARTICLE 77 ADMINISTRATIVE PRACTITIONERS

The administrative practitioner program was discontinued effective with the second semester of the 2005-06 school year.

ARTICLE 78 MENTOR TEACHERS, INDUCTION OF NEW TEACHERS, INDUCTION CONFERENCES, AND NEW TEACHER ORIENTATION

1. Induction conferences in high schools and middle schools will continue to be conducted during duty periods.
2. Mentor teachers participating in induction conferences in elementary schools, if these conferences occur during their preparation periods, will be reimbursed for each such preparation period from the "lack and loss of preparation periods" fund at the applicable per-period rate.
3. Teacher inductees in elementary schools participating in induction conferences, if these conferences occur during their preparation periods, will be reimbursed for each such preparation period from the "lack and loss of preparation periods" fund at the applicable per-period rate but utilizing the "loss of preparation periods" formula.
4. The provisions of Sections 2. and 3. above will be applied in the high schools and middle schools in any special circumstances where they may be needed.

5. The parties agree that only properly spaced and necessary induction conferences will qualify for reimbursement under the provisions of Sections 2., 3., and 4. of this Article. The mentor teacher and principal will determine the schedule and frequency of the conferences under this Section.
6. Mentor teachers may continue to be asked by the Board to meet and work with new teachers during the final orientation day. Pay for this mentor teacher activity shall be at the mentor teacher's pro rata rate.
7. Newly hired teachers will continue to receive an expense stipend of \$35 per day for the orientation day(s). Effective with the start of the 2004-05 school year the stipend shall increase to \$50 per day.

ARTICLE 79 ACCELERATED LEARNING ACADEMIES

The following working conditions shall apply to employees who work at Accelerated Learning Academies:

1. The length of workday shall be eight (8) hours, inclusive of a forty-five (45) minute lunch period at elementary and K through 8 academies and a thirty (30) minute lunch period at middle academies. This represents a forty-four (44) minute increase to the current workday for other schools of seven (7) hours and sixteen (16) minutes. This additional time can be allocated at the discretion of the District to maximize the effectiveness of the program.
2. The work year for teachers and other professionals at Accelerated Learning Academies shall be 207 workdays as follows:
 - 192 student days
 - 9 professional development days
 - 1 open house day
 - 5 clerical days
3. The provisions of Article 26, School Calendar, shall be applicable to the calendars established for Accelerated Learning Academies except that the holiday periods referenced in Section 3. of Article 26, School Calendar, may be adjusted in the establishment of the Accelerated Learning Academies calendar. The provisions of Article 53, Duration of School Year, shall be modified to meet the needs and requirements of Accelerated Learning Academies.
4. The parties agree that teachers selected to work in Accelerated Learning Academies may not seek voluntary transfers for a minimum of three (3) years.
5. Alternative instructional strategies, such as grade looping, blocking instruction and specialization, will be implemented at Accelerated Learning Academies.
6. Teachers at Accelerated Learning Academies shall be paid on the appropriate teacher's salary schedule (i.e., Bachelors, Masters, etc.). Additionally, in recognition of the eight (8) hour workday and longer work year, teachers at the academies shall receive:
 - a. The prevailing eight (8) hour workday differential,
 - b. An extended work year differential of \$4,000 annually. Such differential shall be paid in two unequal installments: \$3,200 to be paid on the last pay date in August and \$800 to be paid on the last pay date in June. The District reserves the right to adjust the allocation of the differential if the scheduling of the additional ALA workdays is altered in the future.
 - c. Five (5) days paid at the per diem rate for the five (5) additional days of professional development required of academies' teachers.
7.
 - a. Counselors, social workers and nurses assigned to Accelerated Learning Academies shall continue to work an eight (8) hour day, inclusive of a thirty (30) minute lunch period. It may be necessary to shift the workday for employees in such classifications to accommodate responsibilities associated with parent meetings and other such activities.
 - b. Counselors and social workers assigned to an Accelerated Learning Academy shall work 207 workdays and receive the \$4,000 extended work year differential and five (5) days paid at the per diem rate. The five (5) per diem days may be used for professional development or to meet responsibilities and duties of the position.

8. Pursuant to Article 144, Sick Leave, teachers and other professionals at Accelerated Learning Academies shall be entitled to thirteen (13) days sick leave per year.
9. Snow and other emergency days shall be observed at Accelerated Learning Academies the same as at all other District schools.

**ARTICLE 80
CONROY EDUCATION CENTER TEACHERS**

1. In addition to the normal consideration given to transfer applications by experienced special education teachers to fill vacant special education teaching positions, transfer applications by experienced special education teachers, including those at Conroy Education Center, shall continue to be considered both before newly hired special education teachers are placed and at the same time as displaced special education teachers, if any, are being reassigned.
2. Provisions covering IEP writing and IEP parent conferences for Conroy Education Center teachers are covered under Article 32, Individualized Education Programs (IEPs).
3. The provision for one (1) replacement teacher position to be assigned to Conroy Education Center is covered under Article 12, Special Education, Section 2.
4. Class size maxima for Conroy Education Center classes are covered under Article 12, Special Education, Section 9., Subsection b.
5. There shall be one (1) mobility specialist assigned to the Conroy Education Center during the term of this Collective Bargaining Agreement, as provided in Article 12, Section 3.
6. The Board shall continue to provide for the participation of Conroy students in the “Special Olympics” program.
7. Conroy shall continue to be provided with 200 hours for extracurricular activities as provided in Article 127, Extracurricular Activities.

**ARTICLE 81
PIONEER EDUCATION CENTER TEACHERS**

1. Provision for covering IEP writing and IEP parent conferences for Pioneer Education Center teachers are covered under Article 32, Individualized Education Programs (IEPs).
2. Class size maxima for Pioneer Education Center classes are covered under Article 12, Special Education, Section 9., Subsection b.
3. Considering the unique and special needs of the students enrolled in the Pioneer Education Center, the Board will:
 - a. Provide an opportunity for the classroom teachers to make recommendations to the principal with regard to the purchase of school supplies, specialized furniture and instructional equipment.
 - b. Provide specialized furniture such as standing tables, standing boards, or wheelchair adaptations pursuant to the normal budgeting process when required for individual students and identified in the Individualized Education Program.
4. The Board shall provide for the participation of Pioneer students in the regional “Special Olympics” or the “Pittsburgh Sports by Abilities Games.”

**ARTICLE 82
INSTRUCTIONAL SUPPORT TEACHERS**

1. Instructional Support Teachers shall not be assigned duties other than those duties related to the Instructional Support Teacher role as outlined in the State Department of Education Guidelines. This restriction shall not apply in emergencies.
2. Instructional Support Teachers who receive the Special Education differential shall continue to receive it while performing the duties of the Instructional Support Teachers.

**ARTICLE 83
EMPLOYMENT ANNUALLY OF
“CLASS-SIZE-REDUCTION TEACHERS”**

1. The parties agree to continue their cooperation on the employment and placement each school year of federally-funded “class-size-reduction teachers.”
 - a. Class-size-reduction teaching positions shall only be filled each school year if the federal funds for this specific purpose continue to be provided.
 - b. Such teachers shall continue to be hired from the eligibility list.
 - c. Such teachers shall normally be paid at step 1 or step 2 of the regular teachers Bachelor’s Degree Salary Schedule or, in some cases, the regular teachers Master’s Degree Salary Schedule. Such teachers may be paid at the higher step on their appropriate Salary Schedule, based on their teaching experience and the personnel needs of the School District.
 - d. Such teachers shall continue not to accrue building seniority at whichever school they may be assigned as “class-size-reduction teachers,” but they shall accrue system seniority.

**ARTICLE 84
REHABILITATION PERSONNEL**

1. Commencing on February 1, 2008, vocational rehabilitation advisors will move from the salary schedules for teachers to the salary schedule for counselors. For transition purposes for the first year, vocational rehabilitation advisors who are currently paid on the teacher salary schedule will be placed on a step in the counselor’s salary schedule that is equal to or higher than their current salary step.
2. The work year for vocational rehabilitation advisors will be 202 days (192 days + 10 additional pro-rata paid days). The workday will be eight (8) hours, effective February 1, 2008.
3. Vocation rehabilitation advisors for students with disabilities who have completed the sixty (60) credit Master’s Degree program in rehabilitation teaching/counseling shall continue to be placed on the Master’s Degree plus thirty (30) credits salary schedule.

**ARTICLE 85
SCHOOL TO WORK TRANSITION TEACHERS**

1. School to work transition teachers shall work the eight (8) hour day.
2. School to work transition teachers shall be provided office space in their assigned schools. This space may be on a shared basis, except that an individual file cabinet will be provided. The office space provided for school to work transition teachers shall include an individual desk, telephone, and file cabinet.

**ARTICLE 86
INSTRUCTIONAL MEDIA SPECIALISTS**

1. Media specialists may be assigned to two (2) schools. Brashear High School shall continue to maintain a full-time media specialist.
2. The School Board will consider restoring full-time media specialist positions as available funds and educational needs may warrant.
3. Instructional media specialists shall continue to be covered by the same salary/benefit provisions covering all other teachers, as well as by all other applicable Agreement provisions.

**ARTICLE 87
SCHOOL LIBRARIANS**

1. Each secondary school shall have a full-time certified librarian assigned, except where enrollment at the school is insufficient to warrant the full-time position.

2. All school librarians shall be released on in-service days to attend District-wide meetings, provided there is no conflict with an in-service program scheduled at the home school.

**ARTICLE 88
ACTIVITIES DIRECTORS AND ACTIVITIES TEACHERS**

1. All activities directors shall continue to be on the same salary schedules as teachers, shall continue to be eligible for advanced study salary credit, and shall continue to be entitled to participate in all fringe benefits, personnel benefits, and other relevant programs available to teachers, except as limited by this Agreement and/or by previously established practices.
2. All activities teachers shall continue to be on the same salary schedules as teachers, shall continue to be eligible for advanced study salary credit, and shall continue to be entitled to participate in all fringe benefits, personnel benefits, and other relevant programs available to teachers.
3. If an activities director is assigned to a single senior high school, that activities director shall teach no more than two (2) teaching periods and have no homeroom assignment, but may have a duty period assignment for a third period of the school day. The remainder of the school day, i.e., other than these two (2) or three (3) assigned periods, shall be utilized for activities director responsibilities.
 - a. Efforts will be made to assign one (1) subject preparation in the teaching schedule for such activities directors.
 - b. If such activities directors teach at least one (1) period, they shall be considered classroom teachers for purposes of eligibility for summer school, evening school, curriculum work, extracurricular activities, and similar professional opportunities.
 - c. Activities directors who teach at least one (1) class shall be given full building seniority credit as teachers at their assigned schools. In addition, all activities directors will retain and/or accrue building seniority as activities directors at their individual assigned schools.
 - d. Should a combination teacher/activities director position be created at every senior high school, the citywide job category seniority applying to the activities director position shall be discontinued.
4. Senior high school activities directors may be assigned to two (2) senior high schools. Activities directors who are so assigned shall serve full-time in their activities director capacity.
5. Middle school activities teachers may be assigned up to three (3) teaching periods in addition to their activities duties, except magnet middle school activities teachers may be assigned up to four (4) periods. These activities teachers shall not have a homeroom.

**ARTICLE 89
EARLY CHILDHOOD EDUCATION PROGRAMS
AND SPECIAL EDUCATION SALARY SCHEDULES**

1. Preschool Level II Teachers (Pre-Kindergarten Teachers, Replacement Teachers, and Coaches)
 - a. Preschool Level II teachers shall receive the extended-teaching-day differential should the eight (8) hour day become federally mandated for Head Start.
 - b. Full-time substitutes assigned to fill Preschool Level II Teacher positions shall be paid from the first three (3) steps of whichever salary schedule (B.A. or M.A./B.A. + 30 Credits) applies to a particular full-time substitute teacher.
 - c. Preschool Level II Teachers shall continue to be eligible for all fringe benefits available to regular teachers beginning with the initial month of their employment.
 - d. The Federation and the Board agree to continue to cooperate in matters of mutual concern relating to the operation of the Early Childhood Education Programs.
 - e. Preschool Level II teachers holding valid PA teaching certification shall be entitled to receive the Teacher/Professional Increment (TPI).
2. Full-time substitutes assigned to fill Sign Language Interpreter, Certified Occupational Therapy Assistant, and Physical Therapy Assistant positions shall be paid from the first three (3) steps of the salary schedule.

3. Family Services Specialists, Special Services Coordinators, Parent Involvement Volunteer Coordinator, Health Coordinator, and Nutrition Specialist
 - a. The first three (3) steps of the salary schedules for these employees continue to be the same as the first three (3) steps of the Bachelor's Degree Salary Schedule for Teachers.
 - b. Differentials for B.A. + 10 credits and B.A. + 20 credits continue to apply.
 - c. Holders of the above positions shall continue to work an additional month beyond the regular 10-month work year. This additional work month shall be paid on a pro-rata basis.
4. Preschool Early Intervention Special Education Teachers
 - a. Preschool Early Intervention Special Education Teachers shall continue to be eligible to receive advanced study salary credit, as set forth in Article 112, Advanced Study Credit.
 - b. The extended teaching day differential will continue to apply, as set forth in Article 114, Advanced Study Credit, to Preschool Early Intervention Special Education Teachers, if required to work an eight (8) hour day.
 - c. Those Preschool Early Intervention Special Education Teachers who are on the regular teachers salary schedules continue on said salary schedules and shall receive the same raises as all regular teachers.
 - d. Full-time substitutes assigned to fill Preschool Early Intervention Special Education Teacher positions shall be paid on the first three (3) steps of whichever salary schedule (B.A. or M.A./B.A. + 30 Credits) applies to a particular full-time substitute teacher.
5. A teacher moving from any Preschool Salary Schedule (outlined in Articles 105 and 106) to the Salary Schedule for Teachers (Article 95) shall for all contractual purposes move directly to the school-age step or level closest to, but never lower than, his or her present preschool salary step or level.

ARTICLE 90 PART-TIME TEACHERS

1. Regular part-time teachers shall continue to be paid at the appropriate pro rata salary for whichever of the teachers' salary schedules their degrees, credits, and years of service qualify them, in accordance with the provisions in effect during all previous Agreements.
2. Achievement of tenure shall only be available to part-time teachers as provided by Pennsylvania law.
3. Regular part-time teachers and other professionals, including part-time adjuncts, who participate in the District's health care plan, shall do so at the employees' cost.
 - a. Employees classified as part-time, including part time adjuncts, as of January 25, 2008 shall be grandfathered under this agreement and shall continue to participate in health care on the same terms that they had prior to execution of this agreement and until such time as they convert to full time status. At any point that a grandfathered part time employee subsequently converts to full time status, the formerly grandfathered employee would no longer be protected by this provision and would be subject to the terms and provisions of the collective bargaining agreement without regard to this agreement. Current regular full time employees as of the date this agreement is signed shall be treated in the same manner as grandfathered part time employees should they be involuntarily transferred to part time status subsequent to the date this agreement is signed. This treatment of an involuntarily transferred regular full time employee shall continue for only so long as the employee has no opportunity to resume full time status but shall expire as soon as a full-time opportunity is presented regardless of whether the employee decides to fill the position or not. There shall be no grandfathering of regular full time employees who voluntarily transfer to part-time status.

ARTICLE 91 FULL-TIME SUBSTITUTE TEACHERS

1. Full-time substitute teachers shall be placed on a three (3) step salary schedule, as provided under Article 107, Full-Time Substitute Teachers Salary Schedule. Placement on that salary

schedule shall be determined by the number of years of credited service in a full-time substitute capacity, as provided under Sections 3., 4., 5., and 6. of this Article.

2. Full-time substitute teachers who have reached at least step 2 of the full-time substitute teachers salary schedule shall continue to be entitled to all fringe benefits accorded regular teachers, except that sick leave shall continue to be available on a basis of six (6) noncumulative days per semester, with said sick leave continuing to be available beginning with the initial semester of employment.
3. Full-time substitute teachers shall continue to be eligible for placement on step 2 [or for renewed placement on step 2, if within two (2) school years] of the full-time substitute teachers salary schedule if they have served satisfactorily either for two (2) consecutive previous semesters or for two (2) of three (3) consecutive previous semesters, except in situations where any interruption in their employment as full-time substitute teachers following completion of these two (2) previous semesters has either:
 - a. exceeded one (1) semester as a result of their having declined a position as a regular teacher or as a full-time substitute teacher, or
 - b. exceeded two (2) school years.
4. Full-time substitute teachers, once they have reached step 2, shall be entitled to remain at that step for the next two (2) semesters that they serve as full-time substitute teachers. Following the completion of those two (2) semesters at step 2, they shall be entitled to placement on step 3 of the full-time substitute teachers salary schedule for the next semester in which they serve as full-time substitute teachers, if within a period of two (2) school years.
5. Full-time substitute teachers, once they have reached step 3, shall be entitled to remain at that step for any future service they may provide to the School District in a full-time substitute capacity, if within a period of two (2) school years.
6. Should a full-time substitute teacher serve less than a full semester in any semester prior to his/her reaching step 3, a corresponding adjustment shall continue to be made in the anniversary month at which he/she will be entitled to go from step 1 to step 2 and/or from step 2 to step 3.
7. Full-time substitute status shall be considered for a day-to-day substitute teacher who is replacing a teacher on indefinite leave expected to last at least forty (40) consecutive workdays. Full-time substitute status shall be extended to such a teacher no later than the forty-first (41st) consecutive workday he/she has served in the position of the teacher on indefinite leave. Such a full-time substitute teacher may be suspended (laid off) when the absent teacher returns to his/her teaching position.
8. Replacement teachers in certain special programs may be placed on the full-time substitute teachers salary schedule.

ARTICLE 92 ADJUNCT TEACHERS

1. Full-time adjunct teachers are those adjunct teachers who are normally scheduled for six (6) teaching periods a day and who are otherwise scheduled for a full day in accordance with Article 44, General Teaching Day, Workday, and Length of Day Provisions; Article 45, Elementary School Daily Schedule, Teacher Workday, and Teaching Schedule; Article 47, Middle School Daily Schedule; and Article 48, High School Daily Schedule.
2. Half-time adjunct teachers are those adjunct teachers who are regularly scheduled to work less than full time but at least four (4) periods a day totaling at least three (3) hours or twenty (20) periods a week totaling at least fifteen (15) hours.
 - a. The Board may schedule an adjunct teacher for five (5) teaching periods a day only, and such an adjunct teacher will be considered a half-time adjunct teacher under this Agreement and will be paid at the appropriate hourly rate.
 - b. If the Board, at its discretion, schedules a half-time adjunct teacher to work five (5) teaching periods and a duty period, then the half-time adjunct teacher shall become a full-time adjunct teacher.
3. Full-time adjunct teachers shall participate in all applicable fringe benefits and other provisions of this Collective Bargaining Agreement except as otherwise provided in this Agreement.

4. Half-time adjunct teachers shall be entitled to participate in the voluntary contributory insurance benefits, such as hospitalization, major medical and dental insurance by reimbursing the Board, either through a voluntary payroll deduction or payment of a monthly statement, for one-half of the premium cost of each such benefit. Half-time adjuncts hired after January 25, 2008 shall be covered by the provisions of Article 90, Section 3. Half-time adjunct teachers shall not be eligible to participate in the continued health care upon retirement provisions found in Article 140, Teacher-Retiree Group Health Care and Medicare-Supplement Program. Half-time adjunct teachers shall be covered by the other provisions of this Collective Bargaining Agreement in the same manner as regular part-time teachers.
 - a. Group accidental death and dismemberment insurance premiums under Article 131, Group Accidental Death and Dismemberment Insurance, shall be paid in full by the School District for adjunct teachers, effective January 1, 2004. All half-time or more adjunct teachers shall be automatically covered by this insurance.
5. Full-time adjunct teachers who travel between Rogers School for the Creative and Performing Arts and Pittsburgh High School for the Creative and Performing Arts will not be deemed to have lost or lacked a preparation period for the purpose of applying Article 128, Compensation for Lack of Preparation Periods, and Article 129, Compensation for Loss of Preparation Periods, of this Agreement.
6. Layoff and recall from layoff of adjunct teachers shall be governed by Article 31, System-Wide Seniority and Layoff-Recall Provisions, except that Sections 4. and 5. of Article 31 shall not apply to adjunct teachers.
7. Adjunct teachers scheduled to work less than fifteen (15) hours per week shall not receive fringe benefits of any kind.
8. Adjunct teachers will continue on the one hundred eighty-nine (189) day work year schedule.

ARTICLE 93 INSTRUCTOR TEACHER POSITIONS

1. The instructor position is intended to assist in teacher recruitment efforts, including the cooperative effort between the Board and the Federation to recruit students of the Pittsburgh Public Schools to be future teachers in the District.
2. Instructors must have a teaching certificate prior to beginning employment and shall be considered professional employees. They will be issued a one-year instructor contract. Instructors shall not continue in the position beyond one year.
3. Instructors will be placed on Level 1, Step 1, of the Teacher Salary Schedule, and may elect voluntary enrollment in fringe benefit plans.
4. Each instructor must participate in and successfully complete the training program and new teacher induction program to be conducted in August and during the school year. Instructors shall receive the stipend for summer training set forth in Article 78, Mentor Teachers, Induction of New Teachers, Induction Conferences, and New Teacher Orientation, Section 7.
5. Satisfactory instructor teaching time will count toward tenure and time served as an instructor engaged in teaching will count toward system seniority.
6. Time served as an instructor engaged in teaching will earn full credit for salary schedule placement at the time of movement into a regular teaching position, the same as if the instructor had been serving in a regular teaching position from the date of his/her initial employment with the School District.
7. Instructors will not fill regular teaching openings/positions until they are fully qualified and appropriately placed on the eligibility list.

ARTICLE 94 INTERN TEACHERS

Any intern programs affecting bargaining unit positions must be mutually agreed upon by the parties. Interns will not supplant regular teachers.

PART F

SALARY SCHEDULES AND FRINGE BENEFITS

ARTICLE 95 SALARY SCHEDULES FOR TEACHERS

1. The following Teacher Salary Schedules shall apply to teachers during the period July 1, 2007 and continuing through June 30, 2010.
2. In the case of teachers who qualify, these basic Teacher Salary Schedules are supplemented by:
 - a. Advanced Study Salary Credit (see Article 112, Advanced Study Credit)
 - b. Longevity Increment (see Article 110, Longevity Increment)
 - c. Teachers/Professionals Increment (TPI) (see Article 110, Teachers/Professionals Increment)
 - d. Select Teacher Salary Differential (see Article 113, Salary Differentials for Select Teacher Categories)
 - e. Special Education Salary Differential (see Article 115, Special Education Teachers)
 - f. Extended Teaching Day Differential (see Article 114, Extended Teaching Day Differential)
3. On all salary schedules, a step designated as “a” shall only apply for the first six (6) months when a teacher initially moves to that step; the step designated as “b” applies thereafter.

SALARY SCHEDULES FOR TEACHERS

Bachelor's Degree

	9/06	9/07	9/08	9/09
1	35,500	36,030	36,570	37,120
2	37,900	38,180	38,470	38,850
3	39,400	39,700	39,900	40,300
4	40,500	40,910	41,210	41,620
5	41,700	42,220	42,640	43,070
6	43,400	43,610	44,270	44,490
7	44,900	45,130	45,580	45,800
8	46,100	46,450	46,680	47,150
9	47,200	47,670	48,150	48,630
10a	***	59,400	60,685	61,975
10b	69,500	71,600	73,700	75,800

Master's Degree

1	37,500	38,060	38,630	39,210
2	40,000	40,400	40,800	41,110
3	41,900	42,110	42,520	42,800
4	43,100	43,420	43,800	44,100
5	44,600	44,820	45,050	45,500
6	46,000	46,230	46,470	46,930
7	47,100	47,450	47,810	48,170
8	48,200	48,680	49,050	49,420
9	49,300	49,790	50,290	50,790
10a	***	62,450	63,745	65,045
10b	73,500	75,600	77,700	79,800

**ARTICLE 96
SALARY SCHEDULE FOR COUNSELORS**

**Master's Degree, Bachelor's + 30 Credits Salary Schedules
Regular 192-Day School Year***

Master's Degree

	9/06	9/07	9/08	9/09
1	37,800	38,360	38,930	39,510
2	40,300	40,700	41,000	41,410
3	42,200	42,410	42,820	43,100
4	43,400	43,700	44,100	44,400
5	44,900	45,120	45,350	45,800
6	46,300	46,530	46,770	47,230
7	47,400	47,750	48,110	48,470
8	48,500	48,980	49,350	49,720
9	49,600	50,090	50,590	51,090
10a	***	62,750	64,045	65,345
10b	73,800	75,900	78,000	80,100
11	74,100	76,200	78,300	80,400
12	74,400	76,500	78,600	80,700
13	74,700	76,800	78,900	81,000
14	75,300	77,400	79,500	81,600

1. a. Step 5 of this salary schedule is the minimum entry step for a certified counselor who is promoted from a teaching position in the school system to a counseling position. Placement on this salary schedule for such teachers shall continue to be in accordance with established salary schedule placement procedures already in effect.
- b. In the event a certified counselor is hired directly from outside the school system into a counseling position, then that counselor shall be placed at the applicable step of this salary schedule, in accordance with established salary schedule placement procedures already in effect.
- *2. The counselors' work year is either 195 days (192 days + 3 additional pro-rata-paid days — elementary and middle school counselors) or 202 days (192 days + 10 additional pro-rata days — high school counselors). The seven (7) additional workdays for high school counselors will commence for the 2004-05 school year. The counselors' workday continues to be eight (8) hours.
3. For days worked by counselors' during the summer prior to the start of the full 195-day work year, compensatory days (nonworkdays) will be scheduled and taken during the regular work year. Counselor paydays for the regular 192 workdays (including for those days actually worked during the summer) will coincide with the paydays for all teachers.
4. Chairpersons: \$1000 (\$100 per month)
5. These salary schedules also continue to apply to coordinators.

**ARTICLE 97
SALARY SCHEDULE FOR PSYCHOLOGISTS**

**Master's Degree Salary Schedules —
Regular 192-Day School Year***

Master's Degree

	9/06	9/07	9/08	9/09
1	44,900	45,120	45,350	45,800
2	46,300	46,530	46,770	47,230
3	47,400	47,750	48,110	48,470
4	48,500	48,980	49,350	49,720

5	49,600	50,090	50,590	51,090
6a	***	62,750	64,045	65,345
6b	73,800	75,900	78,000	80,100
7	74,100	76,200	78,300	80,400
8	74,400	76,500	78,600	80,700
9	74,700	76,800	78,900	81,000
10	75,300	77,400	79,500	81,600

* Psychologists extra workdays/work weeks during the summer continue to be paid pro rata, at the annual salary rate in effect for whatever is the just-completed school year.

**ARTICLE 98
SALARY SCHEDULE FOR SOCIAL WORKERS**

Master's, Bachelor's + 30 Credits Salary Schedules

Regular 192-Day School Year*

Master's Degree

	9/06	9/07	9/08	9/09
1	37,800	38,360	38,930	39,510
2	40,300	40,700	41,000	41,410
3	42,200	42,410	42,820	43,100
4	43,400	43,700	44,100	44,400
5	44,900	45,120	45,350	45,800
6	46,300	46,530	46,770	47,230
7	47,400	47,750	48,110	48,470
8	48,500	48,980	49,350	49,720
9	49,600	50,090	50,590	51,090
10a	***	62,750	64,045	65,345
10b	73,800	75,900	78,000	80,100
11	74,100	76,200	78,300	80,400
12	74,400	76,500	78,600	80,700
13	74,700	76,800	78,900	81,000
14	75,300	77,400	79,500	81,600

Bachelor's Degree

	9/06	9/07	9/08	9/09
10b	70,400	72,500	74,600	76,700

- *1. The social workers' work year is 195 days. The three (3) extra days (in addition to the regular 192 days), occurring immediately prior to the start of each new school year, are paid pro rata, at the annual 192-day salary rate in effect for the new school year.
2. For days worked by social workers during the summer prior to the start of the full 195-day work year, compensatory days (nonworkdays) will be scheduled and taken during the regular work year. Social workers' paydays for the regular 192 workdays (including for those days actually worked during the summer) will coincide with the paydays for all teachers.
3. Chairpersons: \$1000 per year (\$100 per month)
4. There will be an approximate balance maintained between certified counselors and certified social workers filling the developmental advisor and intervention specialist positions.
5. Newly hired school social workers are required to have a Master's Degree and are placed on the Master's Degree Salary Schedule.

ARTICLE 99
SALARY SCHEDULES FOR SCHOOL NURSE PRACTITIONERS
AND DENTAL HYGIENISTS
Bachelor's Degree
Regular 192-Day School Year*

Bachelor's Degree				
	9/06	9/07	9/08	9/09
1	35,800	36,330	36,870	37,420
2	38,200	38,480	38,770	39,150
3	39,700	40,000	40,200	40,600
4	40,800	41,210	41,510	41,920
5	42,000	42,520	42,940	43,370
6	43,700	43,910	44,570	44,790
7	45,200	45,430	45,880	46,100
8	46,400	46,750	46,980	47,450
9	47,500	47,970	48,450	48,930
10a	***	59,700	60,985	62,275
10b	69,800	71,900	74,000	76,100
11	70,100	72,200	74,300	76,400
12	70,400	72,500	74,600	76,700

* The work year of school nurses and dental hygienists is 195 days. The workday is 8 hours. The three (3) extra days (in addition to the regular 192 days), occurring immediately prior to the start of each new school year, are paid pro rata, at the annual 192-day salary rate in effect for the new school year.

ARTICLE 100
SALARY SCHEDULES FOR SCHOOL NURSE PRACTITIONERS
AND DENTAL HYGIENISTS
Master's Degree, Master's Equivalent,
Bachelor's Degree + 30 Credits
Regular 192-Day School Year*

Master's Degree				
	9/06	9/07	9/08	9/09
1	37,800	38,360	38,930	39,510
2	40,300	40,700	41,100	41,410
3	42,200	42,410	42,820	43,100
4	43,400	43,720	44,100	44,400
5	44,900	45,120	45,350	45,800
6	46,300	46,530	46,770	47,230
7	47,400	47,750	48,110	48,470
8	48,500	48,980	49,350	49,720
9	49,600	50,090	50,590	51,090
10a	***	62,750	64,045	65,345
10b	73,800	75,900	78,000	80,100
11	74,100	76,200	78,300	80,400
12	74,400	76,500	78,600	80,700
13	74,700	76,800	78,900	81,000
14	75,300	77,400	79,500	81,600

* The work year of school nurses and dental hygienists is 195 days. The workday is 8 hours. The three (3) extra days (in addition to the regular 192 days), occurring immediately each new school year, are paid pro rata, at the annual 192-day salary rate in effect for the new school year.

**ARTICLE 101
SALARY SCHEDULES FOR SCHOOL TO WORK
TRANSITION TEACHERS
Master's Degree, Master's Equivalent,
Bachelor's Degree + 30 Credits Salary Schedules
(Basic Salary Schedules applying to
Regular 192-Day School Year*)**

Master's Degree

	9/06	9/07	9/08	9/09
1	40,300	40,700	41,000	41,410
2	42,200	42,410	42,820	43,100
3	43,400	43,700	44,100	44,400
4	44,900	45,120	45,350	45,800
5	46,300	46,530	46,770	47,230
6	47,400	47,750	48,110	48,470
7	48,500	48,980	49,350	49,720
8	49,600	50,090	50,590	51,090
9a	***	62,750	64,045	65,345
9b	73,800	75,900	78,000	80,100

1. School to work transition teachers shall work the eight (8) hour day.
- *2. Extra workday(s)/workweek(s), if any, for school to work transition teachers continue to be paid pro rata, at the annual salary rate in effect for whatever is the just-completed school year.

**ARTICLE 102
12 MONTH/CALENDAR YEAR PFT-REPRESENTED PROFESSIONALS
[Eight (8) Hour Workday]**

Bachelor's Degree

	9/06	9/07	9/08	9/09
1	44,950	45,270	45,590	45,900
2	46,400	46,750	47,100	47,450
3	47,600	48,000	48,400	48,800
4	48,700	49,150	49,600	50,050
5a	***	60,900	62,175	63,450
5b	71,000	73,100	75,200	77,300

Master's Degree

1	47,550	47,900	48,250	48,600
2	48,500	48,900	49,300	49,700
3	49,700	50,150	50,600	51,050
4	50,800	51,300	51,800	52,300
5a	***	64,500	65,800	67,100
5a	76,100	78,200	80,300	82,400

Employees on this schedule shall receive vacation, holiday, and leave entitlements applicable to twelve-month calendar year employees.

ARTICLE 103
ADJUNCT TEACHERS SALARY SCHEDULES AND HOURLY RATES
189-day school year

	9/06	9/07	9/08	9/09
1	35,500	35,860	36,210	36,570
2	37,900	38,280	38,660	39,050
3	39,400	39,790	40,190	40,590
4	40,500	40,900	41,310	41,730
5	41,700	42,120	42,540	42,960
6	43,400	43,830	44,270	44,720
7	44,900	45,350	45,800	46,260
8	46,100	46,560	47,030	47,500
9	50,550	51,060	51,570	52,080
10	58,600	59,190	59,780	60,380

1. a. Adjunct teachers shall be eligible to receive the B.A.+10 credits and B.A.+20 credits advanced study salary differentials, in accordance with the applicable criteria set forth in Article 112, Advanced Study Credit. Half-time adjunct teachers shall receive one-half (1/2) of the full differential.
- b. Adjunct teachers, whether half-time or full-time, shall be covered by Article 110, Longevity Increment, following the completion of twenty-two (22) years of teaching service in Pittsburgh. Half-time adjunct teachers shall receive one-half (1/2) of the full longevity increment.
- c. Adjunct teachers continue to be covered by Article 130, Severance Pay.
2. The hourly rate for adjunct teachers shall continue to be determined by dividing the applicable annual salary schedule amount by 1181.25 (6.25 x 189).
3. The salary schedules for adjunct teachers shown above shall apply to regular full-time adjunct teachers.
4. Adjunct teachers regularly scheduled to work half time but less than full time shall be paid on an hourly basis using the hourly rates described in Section 2. of this Article.
5. Only adjunct teachers who are regularly scheduled to work four (4) periods or more each work-day shall be scheduled in accordance with Article 53, Duration of School Year.
6. In determining the appropriate placement for regular full-time adjunct teachers on the salary schedule and in determining the appropriate hourly rate for half-time adjunct teachers, full credit shall be given for all prior service with the Board as an adjunct teacher.
7. Adjunct teachers who are certified and who are subsequently hired as regular teachers without a break in continuous service shall have their seniority and salary schedule placement credit determined in the same manner as other teachers covered by this Agreement.
8. Full-time substitutes assigned to adjunct teacher positions shall be paid the Step 1 hourly rate for adjunct teachers.
9. TPI shall continue not to apply to adjunct teachers.

ARTICLE 104
CONNELLEY TECHNICAL INSTITUTE AND ADULT
EDUCATION CENTER TEACHERS SALARY SCHEDULES

The Connelley Technical Institute and Adult Education Center closed at the conclusion of the 2003-2004 school year.

ARTICLE 105
PRESCHOOL SALARY SCHEDULES

Please refer to Article 89, Section 5., regarding provisions relating to preschool to school age salary step placements.

PRESCHOOL SALARY SCHEDULES

Sign Language Interpreter Certified Occupational Therapy Assistant (COTA) Physical Therapy Assistant (192-day school year)

	9/06	9/07	9/08	9/09
1	25,400	25,650	25,910	26,170
2	27,150	27,420	27,700	27,970
3	28,700	28,990	29,270	29,570
4	31,700	32,020	32,340	32,660
5	32,900	33,230	33,560	33,900
6	36,100	36,460	36,830	37,190

Preschool Teachers (Early Childhood), Level II

Bachelor's Degree

	9/06	9/07	9/08	9/09
1	31,000	31,310	31,620	31,940
2	34,000	34,340	34,680	35,030
3	37,000	37,370	37,740	38,120
4	40,000	40,400	40,800	41,210
5	41,200	41,610	42,030	42,450
6	42,400	42,820	43,250	43,680
7	43,700	44,140	44,580	45,030
8	45,100	45,550	46,010	46,470
9	46,500	46,970	47,440	47,910
10	50,200	50,700	51,210	51,720

Master's Degree

1	32,700	33,030	33,360	33,690
2	35,700	36,060	36,420	36,780
3	38,700	39,090	39,480	39,870
4	42,800	43,230	43,660	44,100
5	44,100	44,540	44,990	45,440
6	45,400	45,850	46,310	46,770
7	46,800	47,270	47,740	48,220
8	48,200	48,680	49,170	49,660
9	49,600	50,100	50,600	51,110
10	53,300	53,830	54,370	54,910

1. Family advocates and nutrition advocates shall work an additional month. This work month shall be paid on a pro rata basis.
2. Preschool Teachers, Level II, will receive the extended-teaching-day differential should the eight (8) hour day become federally mandated for Head Start.
3. Full-time substitutes assigned to preschool teacher positions shall be paid from the first three steps of the above schedule.

Preschool Teachers (Early Childhood), Level II

Bachelor's Degree

	9/06	9/07	9/08	9/09
1	31,000	31,310	31,620	31,940
2	34,000	34,340	34,680	35,030
3	37,000	37,370	37,740	38,120
4	40,000	40,400	40,800	41,210
5	41,200	41,610	42,030	42,450
6	42,400	42,820	43,250	43,680
7	43,700	44,140	44,580	45,030
8	45,100	45,550	46,010	46,470
9	46,500	46,970	47,440	47,910
10	50,200	50,700	51,210	51,720

Master's Degree

1	32,700	33,030	33,360	33,690
2	35,700	36,060	36,420	36,780
3	38,700	39,090	39,480	39,870
4	42,800	43,230	43,660	44,100
5	44,100	44,540	44,990	45,440
6	45,400	45,850	46,310	46,770
7	46,800	47,270	47,740	48,220
8	48,200	48,680	49,170	49,660
9	49,600	50,100	50,600	51,110
10	53,300	53,830	54,370	54,910

PRESCHOOL SALARY SCHEDULES (cont.)

Family Services Specialists

Special Services Coordinators

Parent Involvement Volunteer Coordinators

Health Coordinator

Nutrition Specialist

	9/06	9/07	9/08	9/09
1	35,500	35,860	36,220	36,580
2	37,900	38,280	38,660	39,050
3	39,400	39,790	40,190	40,590
4	42,250	42,670	43,100	43,530
5	43,450	43,880	44,320	44,760
6	48,000	48,480	48,960	49,450

The above positions shall work an additional month. This work month shall be paid on a pro rata basis.

**ARTICLE 106
PRESCHOOL TEACHERS
(EARLY INTERVENTION SPECIAL EDUCATION), LEVEL III
(192-day school)**

Bachelor's Degree

	9/06	9/07	9/08	9/09
1	32,000	32,320	32,640	32,970
2	35,000	35,350	35,700	36,060
3	38,000	38,380	38,760	39,150
4	41,000	41,410	41,820	42,240
5	42,200	42,620	43,050	43,480
6	43,400	43,830	44,270	44,710
7	44,700	45,150	45,600	46,060
8	46,100	46,560	47,030	47,500
9	47,500	47,980	48,460	48,940
10	51,200	51,710	52,230	52,750

Master's Degree

1	33,700	34,040	34,380	34,720
2	36,700	37,070	37,440	37,810
3	39,700	40,100	40,500	40,910
4	43,800	44,240	44,680	45,130
5	45,100	45,550	46,010	46,470
6	46,400	46,860	47,330	47,800
7	47,800	48,280	48,760	49,250
8	49,200	49,690	50,190	50,690
9	50,600	51,110	51,620	52,140
10	54,300	54,840	55,390	55,940

1. Preschool Early Intervention Teachers, Level III, are eligible to receive advanced study salary credit as set forth in this Agreement.
2. Preschool Early Intervention Teachers, Level III, will receive the extended-teaching-day differential if required to work an eight (8) hour day.
3. Full-time substitutes assigned to fill Preschool Early Intervention Teacher , Level III, positions shall be paid on the first three (3) steps on whichever one of the two above schedules applies.
4. As of September, 2007, the Early Intervention Teacher's Salary Schedule at both the Bachelor's Degree and Master's Degree levels would be replaced by the regular, school-age teacher's salary schedule for both Bachelor's Degree and Master's Degree teachers on a step for step basis from step one through and including step nine (9). Step ten (10) of the new Early Intervention Teacher's Salary Schedules will reflect the current step ten in the Early Intervention Teacher's Schedule. For transition purposes for the first year, teachers who are currently paid on the Early Intervention Salary Schedule will be placed on a step in the new salary schedule that is equal to or higher than their current step on the Early Intervention Salary Schedule.
5. Early Intervention (EI) Teachers and EI Speech and Language Specialists hired after January 1, 2008 will be placed on the newly created Early Intervention Salary Schedule. Speech and Language Specialists hired prior to January 1, 2008 regardless of current or future assignment (Early Intervention or School-age Assignment) in the Speech and Language Program will be paid on the professional teacher's salary schedule.
6. Early Intervention Teachers and Speech/Language Specialists who choose to accept a teaching or therapy position in a school-age special education program will carry with them all of their Early Intervention years of service into the school-age program for purposes of salary schedule placement, eligibility for the Teacher Professional Increment (TPI), and tenure eligibility.
7. All Early Intervention Teachers and Speech/Language specialists will be eligible for tenure as part of their regular employment in the Early Intervention program.

8. All Early Intervention Teachers and Speech/Language Specialists will be eligible for the Teacher Performance Index (TPI) after five years at step ten or after fourteen years of teaching with the Pittsburgh Public Schools.
9. The longevity increment will be provided to all Early Intervention Teachers and Speech Language Specialists who meet the requirements as set forth in Article 110, Longevity Increment.

**ARTICLE 107
FULL-TIME SUBSTITUTE TEACHERS SALARY SCHEDULES**

	9/04	9/07	9/08	9/09
1	34,800	35,150	35,500	35,860
2	35,500	35,860	36,220	36,580
3	37,900	38,180	38,470	38,850

1. Steps 2 and 3 of this salary schedule continue to correspond directly to steps 1 and 2 of the Bachelor's Degree regular salary schedule for teachers.
2. Full-time substitute teachers shall continue to be employed on no more than a semester basis.

**ARTICLE 108
DAY-TO-DAY SUBSTITUTE TEACHERS DAILY RATES**

1. Daily rates for certified day-to-day substitute teachers who work an unrestricted number of days:
 - a. 6/04
\$100
 - b. Daily rates for day-to-day substitute teachers who have worked at least forty (40) days during each of the preceding two (2) consecutive semesters:
6/04
\$131/day
2. Daily rates for certified day-to-day substitute school nurses and certified day-to-day substitute Licensed Practical Nurse instructors:
6/04
\$137.50
3. Daily rates for noncertified day-to-day substitute school nurses and noncertified day-to-day substitute Licensed Practical Nurse instructors:
6/04
\$119.50
1. a. Daily rate for certified day to day substitute teachers who work in ALA schools:
9/06
\$103
- b. Applicable rate for day to day substitute teachers in ALA schools who have worked at least forty (40) days during each of the preceding two (2) consecutive semesters:
9/06
\$135

**ARTICLE 109
AFTER-SCHOOL/EVENING TEACHING
AND WORKSHOPS HOURLY RATE**

1. Effective with the start of the 2006-2007 school year the hourly rate for after-school/evening teaching and workshops shall be \$23.32.
2. The hourly rates for evening school counselors, and for any other professional service tied to the evening school counselor rate, shall continue to be the same as the evening school hourly rates for teachers.

**ARTICLE 110
LONGEVITY INCREMENT**

1. The longevity increment shall continue to be provided to teachers who have completed twenty-two (22) years or more of public school teaching and who have a rating of "satisfactory." It shall continue to become available to eligible teachers either in September or in February, whichever month is applicable, immediately following their completion of twenty-two (22) years of public school teaching. Teachers who receive the longevity increment must meet either one (1) of the following two (2) requirements:
 - a. Completion of twenty-two (22) years or more of public school teaching, with at least the last five (5) years in the Pittsburgh Public Schools, or
 - b. Completion of twenty-two (22) years or more of public school teaching, with fourteen (14) years or more [including the last two (2) years] in the Pittsburgh Public Schools.
2. The longevity increment shall be as follows:

	9/07
10 month employees	\$2,200
11 month employees	2,420
12 month employees	2,640

**ARTICLE 111
TEACHERS/PROFESSIONALS INCREMENT (TPI)**

1. The Teachers/Professionals Increment (TPI) applies after five (5) years at step 10 or after fourteen (14) years of teaching with the School District of Pittsburgh, whichever first occurs.
2. The TPI shall be as follows:
\$2000/year [\$200/month over ten (10) months], effective November 2003.

**ARTICLE 112
ADVANCED STUDY CREDIT**

The following provisions shall apply to salary credit for advanced study, to related matters dealing with advanced study for degrees and credits earned in a State-accredited four-year degree-granting university, college, or affiliated institution, and to other matters dealing with advanced study and training. Courses taken at a community college or other two-year institution continue not to be allowable for advanced study credit, except as approved by the Board or allowable under Sections 6. and 7. of this Article.

1. The salary differentials for teachers receiving advanced study credit on the teachers/professionals salary schedule shall be as follows:

- a. Credits beyond Bachelor's Degree Salary Schedule:

	9/1/06
B. + 10 Credits.	\$300
B. + 20 Credits.	\$500

- b. Credits beyond Master's/Master's Equivalent/Bachelor's + 30 Credits Salary Schedule:

	9/1/06
M./M. Equiv. + 10 Credits.	\$ 300
M./M. Equiv. + 20 Credits.	\$ 500
M. + 30 Credits	\$ 700
M. + 40 Credits.	\$ 900
M. + 50 Credits	\$1,100
M. + 60 Credits.	\$1,300
Doctorate.	\$1,600 (see Section 5. below)

*NBPTS Certification \$4,600

* National Board for Professional Teaching

2. Requirements for regular Master's Degrees or other advanced degrees will be as follows:
 - a. A teacher's initial earned Master's Degree is acceptable for salary credit, irrespective of the field it may be in.
 - b. Any additional Master's Degrees that are not in State certificated education areas, or any additional other advanced degrees that are not in State-certificated education areas, shall only be allowable for advanced study salary credit as blocks of ten (10) credits, up to a limit of placement on the Master's Degree plus 60 credits salary schedule, in accordance with the provisions of Section 3. and Section 8. of this Article.
 - c. Any additional completed Master's Degrees, or any additional other completed advanced degrees, that are in any of the various State-certificated education areas (subject field, teaching field, other State certificated professional field, professional education field, education administration field) shall continue to be allowable for advanced study salary credit as 30 credits or 60 credits, whichever is applicable.
 - d. With regard to Master's Degrees or other allowable advanced degrees that require more than thirty (30) credits as evidenced on an official transcript, those credits beyond thirty (30) shall be counted toward Master's Degree plus 10 credits, Master's Degree plus 20 credits, or Master's Degree plus 30 credits.
 - e. Placement on the Doctor's Degree salary schedule shall only be attained by a teacher holding an earned Doctorate in any of the various State-certificated education areas (subject field, teaching field, other State certificated professional field, professional education field, educational administration field) or in an area which is related to the field in which the teacher is certified or which can enhance the curriculum of the field in which the teacher is teaching.
3. Requirements for courses that are not in a regular Master's Degree or other advanced degree program, or that are in a regular Master's Degree or other advanced degree program that has not been completed, will continue to be as follows and shall be allowable for advanced study as blocks of ten (10) credits:
 - a. Courses may be in any field(s) in which the teacher is certified.
 - b. Courses may be in any field(s) in which the teacher is teaching.
 - c. Courses may be in any area(s) of the humanities and sciences that relate to public school teaching or services.
 - d. Courses may be in any area(s) of professional education that relate to public school teaching or services.
 - e. Special education courses taken by nonspecial education teachers who teach mainstream classes into which some special education students are regularly integrated, as provided in Article 12, Special Education, Section 4., shall be allowable for advanced study credit, provided the courses are such that they should reinforce the capability of those teachers to teach mainstreamed special education students.
 - f. Courses may be in any field(s) in which the teacher is teaching or any field which enhances the ability of the teacher to interpret the curriculum or provide a professional service to the school in which the teacher is teaching.
 - g. Any combination of courses from one or more of the above six (6) categories of courses will qualify for acceptance as advanced study credit.
4. The Master's Degree-Master's Equivalent-Bachelor's plus 30 credits salary schedule continues to be the highest salary schedule to which a teacher holding no more than a Bachelor's Degree may advance. In order for a teacher to move to the Master's Degree plus 10 credits-Master's Equivalent plus 10 credits salary schedule the teacher must continue to hold either a Master's Degree or a Bachelor's Degree and a Master's Equivalent Certificate from the State Department of Education. The Master's Degree plus 20 credits salary schedule continues to be the highest salary schedule to which a teacher holding a Bachelor's Degree and a Master's Equivalent Certificate from the State Department of Education may advance.
5. Effective with the 2004-05 school year, the following earned Doctorates shall receive a differential of \$2000 per year. Other Doctorates shall continue at \$1600 per year.

- a. Earned Doctorates in Elementary Teaching Certifications.
 - b. Earned Doctorates in Secondary Teaching Certifications.
 - c. Earned Doctorates in Subject Area(s) in Which Teacher is Teaching or Certified.
 - d. Earned Doctorates in Professional Areas, i.e., Counseling, Social Work, Nursing, and Other Professional Areas of Employment in Pittsburgh Public Schools.
 - e. Earned Doctorates in Administration Areas of Employment in Pittsburgh Public Schools.
 - f. Earned Doctorates in Education.
6. Transcripts and credits newly acquired or from prior years will be examined and evaluated on application of the teacher. If such transcripts and credits are approved, eligibility for additional pay for advanced study credit will be retroactive to September 1 or February 1 of a particular school year, provided application is submitted by October 1 or February 15, respectively, of that school year.
 7. Workshops, seminars, in-service programs, etc., which are conducted or approved by the Board or which are approved by the State as acceptable for permanent certification, will count toward advanced study credit for up to twelve (12) of thirty (30) credits.
 8. Study and/or training in various types of Board-approved learning centers and schools, such as trade-training centers, manufacturer's schools, business schools, technical schools, correspondence schools, or other learning centers, provided that such study and/or training directly relates to the teacher's area(s) of certification, teaching, or specialization, and provided further that such study and/or training is not a normal program offering of a State-accredited four-year degree granting university, college, or affiliated institution, shall be fully allowable under the advanced study credit program for up to twelve (12) of thirty (30) credits.
 9. An overall "B" average continues to be required for a block of courses to qualify for advanced study credit, but no grade lower than "C" is acceptable. The provisions of this Section shall continue not to apply to an actual Master's Degree, Master's Equivalent Certificate, other allowable advanced degree, or Doctor's Degree, provided said Degree or Certificate qualifies under the provisions of Section 2. of this Article.
 10. All degrees and/or course work from a State-accredited four-year degree-granting university, college, or affiliated institution must be presented to the Board on an official transcript to be allowable for advanced study.
 11. NBPTS-certified teachers will automatically be members of the Instructional Cabinet at their assigned school.
 12. NBPTS-certified teachers will serve as mentor teachers and demonstration teachers in addition to their regular teaching functions.

ARTICLE 113

SALARY DIFFERENTIALS FOR SELECT TEACHER CATEGORIES

1. The following select teacher salary differentials shall be paid to all teachers in the select teacher categories, such as Instructional Teacher Leaders:
 - \$500 first year (\$50 per school month)
 - \$1000 second year (\$100 per school month)
 - \$1500 third year (\$150 per school month)
 - \$2000 fourth year (\$200 per school month)
2. Additional information dealing with select teacher salary differentials and step placement is provided in Article 76, Teachers in the Select Teacher Categories.

ARTICLE 114

EXTENDED TEACHING DAY DIFFERENTIAL

1. The extended teaching day differential shall be \$2300, effective September 2006.
2. The extended teaching day differential applies as follows:

- a. To those teachers on the extended “8-hour teacher/9-period student” day in the high schools, if such a schedule is in place.
- b. To senior high school Instructional Teacher Leaders, who are on an extended teaching workday under the continuing application of Article 48, High School Daily Schedule, Section 11.
- c. To high school band directors at high schools which have active marching bands. Such bands must be an adequate size in relationship to the size of the high school and participate in school, community, and citywide parade and performance activities over the course of the school year.
- d. To assistant band directors at the high school level. Such assistant band directors are those appointed at high schools which have active marching bands. Such bands must be an adequate size in relationship to the size of the high school and participate in school, community, and citywide parade and performance activities over the course of the school year.
- e. May apply to Preschool Teachers, Level II, in Head Start, as provided for in Article 105, Preschool Salary Schedules, Section 2.
- f. May apply as provided for in Article 126, Special Provisions Applying to Athletics, Other Extracurricular Activities, and Music Programs, Section 8., of the 1995-98 Collective Bargaining Agreement.
- g. May apply in student detention programs, subject to Board agreement.
- h. May apply in student tutorial programs, subject to Board agreement.
- i. May apply in other specific circumstances, subject to Board agreement or to other terms of this Agreement.

ARTICLE 115
SALARY DIFFERENTIALS FOR SPECIAL EDUCATION TEACHERS

1. The differentials below apply only to fully certified special education teachers who are teaching in their respective areas and shall not apply when the teacher is transferred or assigned to a teaching position other than in special education.
 - a. A \$300 salary differential will continue to be paid to any certified teacher of the blind and visually impaired support, deaf and hearing support, physical support, speech and language support, multiple disabilities support, and life skills support who was employed prior to the 1999-00 school year. This \$300 salary differential shall also apply to any teacher of learning support whose initial employment in the Pittsburgh Public Schools in any professional capacity began on or after October 1, 1980, but prior to the 1999-00 school year.
 - b. The \$300 a year special education teacher salary differential shall no longer apply to special education teachers newly hired for the start of the 1999-00 school year or thereafter, except for those who are hired into, or who transfer into, emotional support special education teaching positions.
 - c. Fully certified teachers of learning support and autistic support who were hired prior to September 30, 1980 will receive a \$600 differential.
 - d. Fully certified teachers of learning support and autistic support who were hired after September 30, 1980 and are currently receiving a \$300 salary differential will continue to be paid the \$300 differential. Such teachers hired for the 1999-00 school year, or thereafter, except for emotional support teachers, shall not receive the \$300 differential.
 - e. Effective January 1, 2004, fully certified full-time teachers of emotional support in elementary, middle and secondary schools will receive a \$1000 differential per year.
 - f. Full-time emotional support teachers at McNaugher Education Center will receive a \$1000 differential per year.
 - g. Middle and Secondary Learning Support/Emotional Support teachers, who have a majority of students classified as “Emotionally Disturbed” on their caseload of 20 students, qualify for the annual differential that is provided for Emotional Support teachers. The

determination regarding teacher eligibility for this differential will be made on an annual basis every October 1st in conjunction with the Special Education Specialist who is responsible for that school and program.

- h. Fully certified part-time teachers and teachers who are currently receiving a prorated differential will continue to be paid the same prorated differential.
- 2. Beginning January 1, 2008, employees who transfer into central office PSE Select Teacher/Facilitator positions will have any special education differential they were previously receiving discontinued. As a PSE Select Teacher/Facilitator, they will work a teacher workday but will receive the select teacher differential at Step 4. Individuals currently employed in these PSE Select Teacher/Facilitator positions will continue to receive the differential at Step 4.

**ARTICLE 116
SALARY SCHEDULES FOR COACHING**

The salary schedules for coaching at the senior high school level and at the middle school level, for coaches of boys' sports and for coaches of girls' sports, shall be as follows:

**Total Pay Per Season
Effective 2006-07**

- 1. Senior High Schools (Boys' Sports)
 - Football
 - Head Coach \$6,673
 - 1st Assistant Coach 4,711
 - 2nd & 3rd Assistant Coaches 3,449
 - 4th & 5th Assistant Coaches * 2,708
 - Basketball
 - Head Coach 6,673
 - Assistant Coach 4,373
 - Baseball
 - Head Coach 4,150
 - Assistant Coach 2,694
 - Track
 - Head Coach 3,670
 - Assistant Coach 2,694
 - Swimming 3,560
 - Volleyball 3,560
 - Wrestling
 - Head Coach 3,911
 - Assistant Coach ** 2,693
 - Soccer
 - Head Coach 2,976
 - Assistant Coach ** 2,029
 - Cross-Country (Coeducational)
 - Head Coach 2,140
 - Assistant Coach ** 1,553
 - Tennis 1,973
 - Golf (Coeducational) 1,973
- 2. Senior High Schools (Girls' Sports)
 - Basketball
 - Head Coach 6,673
 - Assistant Coach 4,373

Track	
Head Coach	3,670
Assistant Coach	2,694
Softball	
Head Coach	4,150
Assistant Coach	2,694
Soccer	
Head Coach	2,976
Assistant Coach **	2,029
Swimming	3,560
Volleyball	3,560
Tennis	1,973
3. Middle Schools (Boys' Sports)	
Basketball ***	2,470
Wrestling	2,469
Swimming	1,973
Softball ***	1,867
Soccer ***	1,827
Volleyball	1,629
Cross-Country (Coeducational) ***	1,629
4. Middle Schools (Girls' Sports)	
Basketball ***	2,470
Swimming	1,973
Softball ***	1,867
Soccer ***	1,827
Volleyball	1,629
5. Salaries for coaching additional senior high or middle school interscholastic sports, either for boys or for girls (or for boys and girls combined), should such sports be introduced or added by Interscholastic Athletics, will be negotiated between the Board and the Federation.	
* A fifth assistant football coach will continue to be employed at high schools where, for the previous football season, there were 65 or more student participants on the eligibility card as of the first game of the regular season.	
** A junior varsity program must be maintained in order to have an assistant coach.	
***Magnet Middle Schools included.	

**ARTICLE 117
INTRAMURAL PROGRAMS**

1. The hourly rate for intramural programs shall be \$24.58, effective September 2006.
2. Intramural programs shall continue on the following basis:
 - a. Senior High Schools
 - (1) Boys
An allotment of 145 hours per school year.
 - (2) Girls
An allotment of 145 hours per school year.
 - b. Middle Schools

- (1) Boys - based on existing enrollment formula
 - (2) Girls - based on existing enrollment formula
 - (3) Magnet Middle Schools
Frick, Rogers, Sterrett, Schiller, Washington Polytechnic Academy,
and South Brook. 100 hours for each school*
- c. The hourly rate for any additional boys' or girls' intramurals in the secondary schools, as authorized by the Section on Interscholastic Athletics, shall be the rate listed in Section 1. above.
 - d. Elementary schools (boys and girls combined) shall receive an annual hourly allotment not to exceed 75 hours per school year, for the purposes of conducting any 5th grade and lower grade(s) intramurals programs in the K-5 elementary schools.*
 - e. Conroy Education Center shall continue to be allotted 100 hours per school year, with these hours continuing to be applicable to preparation for and participation in intramurals and athletics, including the "Special Olympics," and other sports programs and intramural events for the handicapped.
- 3. The Board may operate its intramural programs in the evening, including on an individual school basis.
- *Actual usage shall continue to be based on individual school enrollment figures.

**ARTICLE 118
FACULTY MANAGERS**

- 1. The hourly rate for intramural programs shall be \$24.58, effective September 2006.
- 2. School year hourly allotments for faculty managers shall be maintained on the following basis:
 - a. Senior High Schools
(Boys)
 - Football70
 - Basketball80
 - Track20
 - Baseball20
 - Soccer20
 - Swimming12
 - Volleyball 6
 - Wrestling30
 - Cross-Country
(Coeducational) 8
 - Tennis4
 - Golf (Coeducational)6
 - b. Senior High Schools
(Girls)
 - Basketball80
 - Soccer20
 - Swimming12
 - Volleyball6
 - Tennis4
 - Track20
 - Softball20
 - c. Middle Schools, including Frick International Studies Academy
(Boys and Girls)
 - Basketball (applies to both teams combined, 30 hours for each team)60
 - Swimming (applies to both teams combined,10 hours for each team)20
 - Softball (applies to both teams combined, 20 hours for each team)40
 - Soccer (applies to both teams combined, 15 hours for each team)30
 - Cross-Country (applies to both teams combined, 10 hours for each team) . . .20

Volleyball (applies to both teams combined, 15 hours for each team)	30
Wrestling	30
d. Magnet Middle Schools (Boys and Girls)	
Basketball (applies to both teams combined, 30 hours for each team)	60
Swimming (applies to both teams combined, 10 hours for each team)	20
Softball (applies to both teams combined, 10 hours for each team)	20
Soccer (applies to both teams combined, 15 hours for each team)	30
Cross-Country (applies to both teams combined, 10 hours for each team)	20

- If additional sports are added to any of the boys’ or girls’ athletics programs in the senior high or middle schools, the additional number of assigned hours for faculty managers shall be negotiated with the Federation.
- The School Board terminology applying to monies disbursed for interscholastic athletics shall continue to be titled the “Athletics Subsidy.”
- The Board recognizes the value of encouraging and supporting increased participation by female employees in faculty manager positions and is prepared to give special consideration to the applications submitted by female teachers.
- In the event a faculty manager position within a high school becomes vacant, the Board of Public Education shall continue its option to replace the single faculty manager position with two (2) positions, one of which may be, or may not be, an assistant faculty manager position. The division of hours and sports in such a situation shall be discussed with the Federation prior to implementation. The total number of hours for faculty manager assignments at an affected school shall not be required to exceed that formerly in effect for a single faculty manager at the school. The purpose of the expansion of faculty manager positions shall be to afford increased professional opportunities to all teachers within a given school and to increase the number of female teachers holding faculty manager positions.

**ARTICLE 119
UNEMPLOYMENT COMPENSATION, STATE AND FEDERAL**

- All teachers shall be provided the Unemployment Compensation coverage applying to all Pittsburgh Public Schools’ employees, in accordance with State and Federal law and with the further provisions of this Article.
- Throughout all budget years falling wholly or partially within the term of this Agreement, the Board agrees to continue its participation in the Pennsylvania Unemployment Compensation Fund under the same self-insured option that was adopted by the Board for use during the term of the previous Agreement, unless the law or rules and regulations for participation under said self-insured option are changed so as to make the economics of continued participation under said self-insured option disadvantageous to the Board.
- In the event the present Unemployment Compensation coverage provided pursuant to State and Federal law becomes unavailable during the term of this Agreement because the existing law or laws are found illegal or unconstitutional in such a way as to preclude the School Board from providing this coverage, then the provisions of Article 81 of the 1976-1978 Agreement between the parties shall be in effect for the duration of the term of this Agreement. The regulations and procedures for administering this coverage, in the event it should become applicable, shall be the same as those promulgated by the Division of Employee Relations during the term of the 1976-1978 Agreement.

**ARTICLE 120
PAYMENT FOR COACHING AND OTHER ACTIVITIES**

- Coaches shall continue to receive their regular coaching pay while absent on a given day due to sickness or personal business, irrespective of whether they may have exhausted their sick leave accumulation or their personal leave.
- Coaches shall receive their full coaching pay while on any extended sick leave, unless a substitute coach is provided at the direction of Interscholastic Athletics, in which event their pay shall be prorated with that of the substitute coach.

3. Salaries for coaching, extracurricular activities, intramurals, faculty managers, after school teaching, workshops, curriculum work, loss and lack of preparation periods, and similar work activities will be specifically and individually listed on the semimonthly paychecks when they are paid, as per the PeopleSoft semimonthly payroll system agreed to by the parties for the start of the 2002-03 school year.
4.
 - a. Checks for these activities will continue to be paid in accordance with the pay schedule format followed during the term of the previous Agreement. In the case of a payment (s) made under the provisions of this Section during the summer, the second semimonthly paydate in July may be used for issuance of the involved paycheck.
 - b. Checks due at the end of the second semester, which would be after the school year ends, will continue to be mailed home.

ARTICLE 121 METHOD OF SALARY PAYMENT

1. Teachers shall be paid on a twice monthly basis during the regular school year. The first pay shall be scheduled for approximately the middle of September and the final pay shall be scheduled for the last day of the regular school year.
2. Paydates for teachers, except for the final pay in June, shall be on the same two (2) days per month as the semimonthly 12-month paydates, as agreed to by the parties for the start of the 2001-02 school year.
3. The option of having direct deposit of paychecks shall be offered to all teachers.
4. All paychecks and other compensation paid to individual teachers shall be sent, delivered, or presented in sealed individual envelopes.

ARTICLE 122 SALARIES FOR TEACHING POSITIONS FILLED DURING THE SCHOOL YEAR

If a certified teacher is hired in a day-to-day substitute capacity to fill a teaching vacancy occurring during the school year, once that teacher becomes either a full-time substitute or a regular appointee, that teacher shall receive full-time substitute salary or regular salary, whichever is applicable, retroactive to the first day of that teacher's assignment to that teaching vacancy in that school year.

ARTICLE 123 SALARY CORRECTIONS

This Article defines the amount of retroactivity due in the event of an improper calculation and payment of a teacher's compensation, whether the teacher is underpaid or overpaid.

1. Any teacher who has been underpaid in salary and/or who is currently being underpaid in salary shall receive retroactive pay from the Board for a period not to exceed six (6) work months, with said six (6) months being backdated from the time when the union or the teacher has originally initiated an inquiry with the Board into whether or not some salary underpayment has been made or is being made by the Board to the teacher. The length of time from the date of original inquiry until the time when an adjustment of the matter, if any, is reached shall be additional to this six (6) month maximum limitation that otherwise would apply to the collection of back pay.
2. If a teacher has been overpaid at any time during his/her employment with the Board, or is found to be receiving currently an incorrect salary that is higher than the teacher should actually be receiving, the teacher shall not be required to make any back payment to the Board for said salary overpayment. The Board shall have the right to correct the teacher's salary effective with the initial month when the Board originally discovers the salary overpayment and so informs the teacher and the union, provided that the Board is correct in its assessment that a salary overpayment is occurring. In the event that any delay should occur in such a correction, the Board shall be entitled to make the correction in salary payment retroactive to that initial month, again provided that the Board is correct in its determination that a salary overpayment is occurring.
3. The provisions of Section 2. shall not apply:

- a. In any circumstance where the teacher has furnished false or incorrect information; or
 - b. In any case where an overpayment is the result of a mechanical malfunction, an incorrectly issued paycheck, or any error not related to the calculation of a teacher's monthly or annual salary.
4. Each teacher who is newly hired or who is rehired following an interruption in service shall be informed in writing of the teacher's continuing responsibility to determine that he/she is at all times receiving the proper salary, increments, and raises to which he/she is entitled and shall be informed of the limitation on retroactive pay for salary underpayments that is prescribed by the provisions of Section 1. of this Article.

**ARTICLE 124
COMPENSATION FOR SUMMER SCHOOL
TEACHING, CURRICULUM WORK, AND WORKSHOPS**

- 1. a. Summer school teachers shall continue to be paid on a basis which provides one (1) month's pay at the teacher's regular rate of pay (excluding any select teacher differential) for the six (6) week summer school session.
 - b. Teachers working in elementary summer program(s) for students conducted under a centralized curriculum and design shall receive pro rata pay.
 - c. Pupil Services professionals holding counseling certification who are hired for positions in summer youth employment programs shall continue to receive pro rata pay for their services. Teachers hired for teaching positions in such programs shall likewise continue to receive pro rata pay for their services.
2. Teachers serving on curriculum committees during the summer shall continue to be paid on a basis which provides pro rata pay at the teacher's regular salary (excluding any select teacher differential).
3. Teachers serving on special curriculum committees during the regular school year will be paid at the prevailing evening school hourly rate for the number of allotted hours.
4. The parties agree that an alternate method of writing curriculum, independent curriculum development, may be used. Teachers selected to write curriculum independently shall enter into a product development agreement which will describe the tasks to be performed and the payment work schedule. Teachers selected to write curriculum independently shall be paid in accordance with the product development agreement via a contract for services. Independent curriculum development opportunities shall be posted in accordance with contractual guidelines for posting professional opportunities and shall be available only to persons who are classroom teachers in the Pittsburgh Public Schools. The compensation schedule for independent curriculum development shall increase annually at the same percentage rate as the annual salary of a teacher at Step 10 of the Master's Degree salary schedule.
5. Teachers participating in workshops will normally be paid at the prevailing evening school hourly rate for the number of allotted hours; exceptions will be discussed with the Federation before implementation. Teachers who teach, or who apply to teach, in special programs shall make every effort to attend special program workshops that pay at least the regular hourly workshop rate and provide at least two (2) hours of workshop pay, provided that the workshops are planned a reasonable time in advance so that teachers have sufficient time to make arrangements to be present.
6. Teachers who work in summer workshops, training programs, seminars, and similar such programs shall receive compensation at the prevailing evening school hourly rate.
7. Compensation standards for evening, overnight, and weekend workshops shall continue.

**ARTICLE 125
MUSIC DEPARTMENT ACTIVITIES**

- 1. Rate of pay for the following activities will be the prevailing evening school rate of pay for teachers:

- a. Choir Directors: Not exceeding one hundred (100) hours per school year, except as provided under Article 127, Extracurricular Activities.
 - b. Band and Orchestra Directors: Not exceeding one hundred (100) hours per school year, except as provided under Article 127, Extracurricular Activities.
 - c. Band Camp: Band Directors shall receive the workshop hourly rate, not to exceed 7.5 hours per day, for summer band camp. The parties will meet each year to agree upon the total number of days for which compensation is due.
2. The extended teaching day differential shall apply to band directors at high schools which have active marching bands. Bands must be an adequate size in relationship to the size of the high school and participate in school, community, and citywide parade and performance activities.
 3. An assistant band director shall be authorized for active marching high school bands. To have an assistant band director, bands must be an adequate size in relationship to the size of the high school and participate in school, community, and citywide parade and performance activities. Assistant band directors will receive the extended teaching day differential.

**ARTICLE 126
SPECIAL PROVISIONS APPLYING TO ATHLETICS,
OTHER EXTRACURRICULAR ACTIVITIES, AND MUSIC PROGRAMS**

The following Article covers special provisions applying to coaching positions; athletics' support positions; intramurals; band, orchestra, and music programs; extracurricular activities; clubs; coordination between high schools and middle schools on athletics and music programs; other school operations; and internal school restructuring in these areas. The parties agree to add assistant coaches in some high school sports; to pilot a high school conditioning coach program; and to consider several options, changes, and/or additions to the established current practices and procedures, including contractual provisions, applying to certain coaching, athletics, other extracurricular activities, music programs, clubs, internal school operations, and related areas. All of these shall be subject to the conditions, provisions, and timetable specified below:

1. Football (summer and fall)
 - a. Some high schools may be assigned two (2) additional assistant football coaching positions; some may be assigned one (1) additional assistant football coaching position; and some may be assigned no added assistant football coaching position(s).
 - (1) All high schools will continue to be required to maintain a junior varsity team in football. This contractual provision and Board policy continues and is intended to be strengthened by the terms of this Article.
 - (2) The required minimum number for a high school football team shall continue at thirty-three (33), in accordance with the provisions of Article 14, Athletic Programs and Reimbursements - Senior High Schools and Middle Schools, Section 7.
 - (3) A high school which does not qualify for either one (1) or two (2) additional assistant football coaching position(s) during one (1) football season may so qualify during a subsequent football season.
 - b. Each such additional assistant football coach may be placed on a second teaching shift at the coach's high school, but with an extended teaching or workday during the football season that would qualify the new assistant coach for the extended teaching day differential for the months of September through November.
 - c. The above "three (3) month/second teaching shift/extended teaching day" arrangement may be continued, but the balance of the regular coaching salary will have to be paid at the same time as all other coaching salaries are paid or the full negotiated assistant coach pay for these additional assistant football coaching positions will be paid in the normal manner and at the normal time(s).
2. a. Boys' Soccer (fall) — an assistant coach will be provided with the requirement that a junior varsity program must be maintained each season in order for the assistant coaching position to be provided in that season and/or continued in the following season. In addition, this assistant will only be provided and maintained if the minimum required number of students on a team for the sport is maintained each season.

- b. Girls' Soccer (fall) — an assistant coach will be provided with the requirement that a junior varsity program must be maintained each season in order for the assistant coaching position to be provided in that season and/or continued in the following season. In addition, this assistant will only be provided and maintained if the minimum required number of students on a team for the sport is maintained each season.
- 3. Coeducational Cross-Country (fall) — an assistant coach will be provided with the requirement that the two (2) varsity teams and the two (2) junior varsity teams are maintained on the coeducational cross-country team each year. In addition, this assistant will only be provided and maintained if the minimum required number of students on a team for the sport is maintained each season.
- 4. Conditioning Coach for Athletes (year-round) — one (1) conditioning coach for athletes position may be piloted at participating high schools. If the pilot is successful, this position will be continued in subsequent years at the high school(s) where it was piloted and extended to other high schools. The conditioning coach shall be paid at the intramural hourly rate, up to 50 hours per each of three (3) seasons, for hours worked and approved by the principal. The conditioning coach cannot coach an interscholastic sport or intramurals and must teach at the school where the conditioning assignment is fulfilled. The understandings reached at the start of the 2007-08 school year will apply to this pilot position.
- 5. In the event the Special High School and/or Middle School Daily Schedules described in the Special Supplements to this Agreement are implemented, additional provisions pertaining to athletics, other extracurricular activities, and music programs, are set forth in Article 126, Special Provisions Applying to Athletics, Other Extracurricular Activities, and Music Programs, Sections 5. through 8. of the 1995-98 Agreement.

ARTICLE 127 EXTRACURRICULAR ACTIVITIES

Teachers who supervise extracurricular activities will be compensated at an hourly rate, rather than with released time from teaching, where this change is practicable.

- 1. Such activities may include, but will not be limited to, yearbook, school newspaper, class play, audio-visual aids coordination, stage crew, designated clubs and activities, safety patrol, etc.
- 2. Each of these extracurricular activities will be assigned an annual hourly allotment.
- 3. Opportunities for participation in these activities will be posted for all faculty members consistent with the procedure for posting of professional opportunities.

GENERAL PROVISIONS

- 4. Maximum hourly allotments and the activities to which they apply are as listed for the various activities and groups of schools.
- 5. Hourly allotments are applicable if no released time from teaching is provided in the teacher's regular schedule.
- 6. The hourly rate shall be \$16.90, effective September 2006.
- 7. Payment for authorized activities will be made at the end of each semester.
- 8. If a teacher supervises any activity for less than the maximum allotted hours, he/she shall be paid on a prorated basis.
- 9. Hourly allotments are applicable if the activity is handled by professional personnel other than an activities director without a classroom teaching assignment. Activities directors without classroom teaching responsibilities may be compensated only when monitoring social events or athletic events, consistent with the prescribed guidelines in these two areas as established for all teachers.
- 10. In every school the principal is responsible for the entire extracurricular program as follows:
 - a. To identify from the list of authorized activities those that qualify as paid activities.
 - b. To change or discontinue any activity if it does not meet the requirements of the school. If the activity is discontinued, the teacher will be paid on a prorated basis for the time served. Such changes or discontinuations shall not be made for arbitrary or capricious reasons.

- c. To post vacancies. Such postings need only be made when the previous teacher who handled the assignment is no longer continuing in that capacity for any reason, or when a new extracurricular activity is introduced.
 - d. To appoint the teachers to supervise the activities.
11. Nothing herein shall preclude the right of teachers to volunteer for any activity of their own choice within their own schools.
 12. An hour shall mean sixty (60) minutes.
 13. A teacher may not supervise more than one authorized activity unless no other teacher is available for an activity which the principal deems necessary for the school program.

**GROUPINGS OF SCHOOLS FOR COMPENSATION
FOR EXTRACURRICULAR ACTIVITIES***

GROUP I SCHOOLS

Allerdice
Brashear
Carrick
Oliver
Perry Traditional Academy
Schenley

GROUP II SCHOOLS

Langley
Peabody
Pittsburgh High School for Creative
and Performing Arts**
Westinghouse

GROUP III SCHOOLS

Arsenal
Rooney
South Brook
South Hills

GROUP IV SCHOOLS

All elementary and K-8 schools

GROUP VI SCHOOLS

Conroy Education Center

GROUP VII SCHOOLS

Student Achievement Center

GROUP VIII SCHOOLS

Allegheny Traditional Academy Middle
Frick International Studies Academy
Pittsburgh Classical Academy
Rogers School for the Creative
and Performing Arts
Schiller Classical Academy
Sterrett Classical Academy

GROUP IX SCHOOLS

Pioneer Education Center

GROUP X SCHOOLS

McNaugher Education Center

GROUP XI SCHOOLS

Pittsburgh Elementary and Middle Gifted Centers – Middle School Department only

*Any new school or any school whose status is changed shall be placed in whichever of the groups listed above is appropriate.

**Except no hourly allotment is provided for Cheerleaders, Majorettes, Girls' Drill Team, Supervision of Athletic Events, and Debate Team.

AUTHORIZED ACTIVITIES AND MAXIMUM ANNUAL HOURLY ALLOTMENTS HOURS

ACTIVITIES	GROUPS	PER SCHOOL
1. Audio-Visual Aids		
	I, II	90 hours
	III	60 hours
	VIII	40 hours
	X	30 hours
	XI	50 hours
2. Stage Crew		
	I, II	75 hours
	III	50 hours
	VIII	30 hours
	XI	50 hours
3. Class Play		
	I, II	150 hours total per school
a.	150 hours—musical (up to 50 of these hours may be allocated to any assistant(s), other than band, orchestra, or choir teachers), or	
b.	75 hours—nonmusical (a maximum of 2 such nonmusicals per school)	
4. Newspaper		
	I, II	150 hours (10 issues at 15 hours per issue, not less than 4 pages per issue)
	III, VIII, X	50 hours (10 issues at 5 hours per issue, not less than 2 pages per issue)
	VI	10 hours
	IX	30 hours
	XI	100 hours* (10 issues at 10 hours per issue, not less than 2 pages per issue)
5. Yearbook		
	I, II	150 hours
	VI	25 hours
	IX, X	40 hours
	XI	100 hours
6. Cheerleaders		
	I, II	100 hours
	III, VIII	25 hours
7. Majorettes		
	I, II	40 hours

8.	Girls' Drill Team	I, II	40 hours
9.	Band	I, II	60 hours at the hourly rate for extracurricular activities, after exhausting Music Department allotment
10.	Orchestra	I, II	60 hours at the hourly rate for extracurricular activities, after exhausting Music Department allotment
11.	A Cappella Choir	I, II	60 hours at the hourly rate for extracurricular activities, after exhausting Music Department allotment
12.	Senior Class	I	40 hours
	Advisor	II	30 hours
13.	Junior Class	I	30 hours
	Advisor	II	20 hours
14.	Monitoring Dances and Social and Special Events	I, II	150 hours (3 hours maximum per teacher per event)
		III, VIII	50 hours (3 hours maximum per teacher per event)
		XI	100 hours (3 hours maximum per teacher per event)
15.	Supervision of Athletic Events	I, II	350 hours (2 hours maximum per teacher for a daytime event; 3 hours maximum per teacher for an evening event)
		III	100 hours (1 1/2 hours maximum per teacher per event)
		VIII	100 hours
		XI	50 hours
16.	Safety Patrol	IV	60 hours
17.	Special Programs	III	70 hours
	(Directing holiday programs, spring festivals, and similar productions, as well as directing school activities and programs which may be presented during the school day but the preparation and practice for which occur partially or completely on nonschool hours.)	IV	60 hours
		VI	165 hours
		VIII	50 hours
		IX	260 hours
		X	35 hours
		XI	100 hours
18.	Debate Team	I, II	60 hours

*Also applies to Pittsburgh Elementary Gifted Center

ADDITIONAL ALLOTMENTS

1. Student Achievement Center (Group VII Schools) each year shall have a total of twenty (20) hours applied, as needed, to extracurricular activities in general.

2. Oliver High School and Westinghouse High School shall each be provided one hundred eighty (180) hours each school year for activities related to the JROTC Program.
3. Current school treasurers will be offered training and such training will be required for new school treasurers.

**ARTICLE 128
COMPENSATION FOR LACK OF PREPARATION PERIODS**

Teachers assigned to full-time teaching duties will be compensated for lack of preparation periods in their regular teaching schedules according to the following arrangements:

1. Compensation to teachers for lack of preparation periods will be made from a combined "Lack and Loss of Preparation Periods" annual fund. \$30,000 per regular school month (\$300,000 per school year) will be available from the fund to cover loss and lack of preparation periods.
2. Payment for lack of preparation periods will be made at the end of each semester to teachers who qualify and who have been employed during the entire semester. Appropriate adjustment will be made for any time during the semester when the teacher has been absent without pay.
3. The following general guidelines will apply to reimbursement for lack of preparation periods:
 - a. The total number of assigned preparation periods per week will be the factor to be considered, rather than the number of days on which such periods are scheduled.
 - b. Provisions for reimbursement when regularly scheduled preparation periods are given up are set forth in Article 129, Compensation for Loss of Preparation Periods, of this Agreement.
 - c. Teachers who are not assigned a report class or any other regular duty during such times will have one (1) period credited to the total preparation periods scheduled per week for each such teacher. (This provision is only applicable insofar as eligibility for compensation under this preparation period payment formula is concerned, and it has no other implications or bearing on providing preparation periods to teachers.)
 - d. Itinerant teachers at all school levels who travel during their preparation periods shall continue to be covered under the applicable provisions of this Article.
4. Appropriate administrative forms will be available upon which principals will report the following information:
 - a. Number of preparation periods per week scheduled to each teacher.
 - b. Statement that teacher was assigned to the school for the entire semester. (Cases where teachers were transferred from one school to another, from one teaching schedule to another within the same school, or promoted, will be handled by proration of periods assigned, if there has been a change in preparation period allotment as a result of these changes.)
 - c. Number of days during semester when teacher has been absent without pay.
 - d. Listing of teachers who do not have report classes or other regular duties during report periods.
5. Reimbursement will be determined by using the following factors:

Teacher with 5 or more preparation periods/week.	0
Teacher with 4 preparation periods/week.	1
Teacher with 3 preparation periods/week	2
Teacher with 2 preparation periods/week	3
Teacher with 1 preparation period/week	4
Teacher with 0 preparation periods/week	5

Where a teacher has a fractional number of preparation periods as a result of assignments in more than one school, the fraction shall be disregarded. For example, a teacher assigned to two schools in alternate weeks, with 2 scheduled preparation periods in one school and 3 in the other, has an average of 2 1/2 preparation periods, which would be regarded as 2 preparation periods.

- b. The amount to be paid will be determined by dividing the total of the prorated factors for the entire teaching staff into the amount of money available for this purpose for the given semester.
- c. As a result of the application of the provisions of this Article, the maximum amount per compensable nonscheduled preparation period shall be \$13.61, effective September 2006.

**ARTICLE 129
COMPENSATION FOR LOSS OF PREPARATION PERIODS**

- 1. Full-time teachers who surrender regularly scheduled preparation periods to perform the function of a substitute, to cover a class or an activity during the school day with students who are not regularly assigned to them, or to administer Board-mandated standardized group tests, will be compensated \$13.61 for each such surrendered preparation period, except that the first three (3) such periods surrendered per semester shall not be compensated.
- 2. Compensation to teachers for loss of preparation periods will be made from a combined "Lack and Loss of Preparation Periods" annual fund. \$30,000 per regular school month (\$300,000 per school year) will be available from the fund to cover loss and lack of preparation periods.
- 3. Payment for surrender of regularly scheduled preparation periods will be made at the end of each semester to teachers who qualify and who have been employed during the entire semester.
- 4. Payments to teachers will be prorated in the event that the monies allocated per semester are insufficient to make full payment.

**ARTICLE 130
SEVERANCE PAY**

- 1. Teachers with one (1) or more years of continuous service who separate from employment with the Pittsburgh School District through resignation or retirement, but not through discharge for cause, shall be eligible to participate in the severance pay plan.
 - a. Teachers with one (1) or more than one (1) year of continuous service, but less than two (2) years, shall be regarded as having one (1) year of such service for purposes of severance pay computation.
 - b. Teachers with two (2) or more than two (2) years of continuous service, but less than three (3) years, shall be regarded as having two (2) years of such service for purposes of severance pay computation.
 - c. Teachers with three (3) or more than three (3) years of continuous service shall continue to receive full credit for purposes of severance pay computation for all such service and/or accumulation of sick leave, subject to the maximum accumulation of sick leave for severance pay purposes that is provided under the applicable Sections of this Article.
- 2. Definitions of "retirement, retiree, and resignation":
 - a. The term "retirement" shall mean retirement under the provisions of the "Public School Employes' Retirement Act" and the "Recodification of 1975," including "early retirement" after twenty-five (25) years of service, any disability retirement, and any retirement falling under the "retiree" definition contained in Subsection b. of this Section.
 - b. The term "retiree" shall mean any teacher who retires and begins collecting his/her annuity following:
 - (1) At least twenty (20) years of credited service to the Pennsylvania Public School Employes' Retirement System and having reached at least age fifty (50); or
 - (2) At least ten (10) years of credited service to the PPSERS and having reached at least age fifty-five (55); or
 - (3) Having reached at least age sixty-two (62), with at least one (1) year of credited service to the PPSERS; or
 - (4) At least five (5) years of credited service to the PPSERS and having been placed on disability retirement following certification by a physician to be either physically or mentally incapacitated for the continued performance of duty.

- c. The term “resignation” shall mean normal resignations from the School District and shall not include voluntary or forced resignations submitted for the specific purpose of terminating dismissal proceedings involving conduct other than teacher performance.
3. Should a teacher die while in active service, he/she will be considered a retiree or a resignee for severance pay purposes, whichever is applicable. Proper severance pay payment will be made to his/her estate. Consideration as a retiree will be applicable if the employee is eligible for superannuation retirement, withdrawal allowance, or disability retirement.
4. For retirees, payment for unused accumulated sick leave and personal leave days shall be as follows:
 - a. Accumulation of sick leave days is without limit for purposes of severance pay computation.
 - b. Retirees shall be entitled to payment for one-half (1/2) of their unused accumulated sick leave days.
 - c. The rate per accumulated sick leave day (as determined in 4.b. above) shall be as follows: 28% of daily rate of Step 10 of the Master’s Degree, Master’s Equivalent, Bachelor’s Degree + 30 Credits Salary Schedule. (Daily rate = Step 10 of M.A./B.A. + 30 Salary Schedule ÷ 192)
 - d. Until the first day of the 2006 – 2007 school year, retirees may elect as an alternative to have their severance pay payment based on their years of service in the Pittsburgh Public Schools, at the rate of one and one-half (1 1/2) days per year of service. There shall continue to be no maximum on the number of years of service.
5. For resignees, payment for unused accumulated sick leave and personal leave days shall be as follows:
 - a. Accumulation of sick leave days is without limit for purposes of severance pay computation.
 - b. Resignees shall be entitled to payment for one-third (1/3) of their unused accumulated sick leave days.
 - c. Payment shall continue to be made at the rate of \$60 per accumulated day (as determined in 5.b. above).
6. Unused personal leave days that were accumulated in a teacher’s severance pay account (i.e., prior to implementation of the provision which converts unused personal leave days to sick leave days) shall be maintained in the teacher’s severance pay account and shall be counted towards the total accumulated days available for severance pay as set forth in Sections 4. and 5. above. [A maximum of six (6) such unused personal leave days was able to be so accumulated.]
7. Severance pay may be withdrawn by retiring teachers over a three-year period if they so elect.
8. The School Code of Pennsylvania provision which allows professional employees to transfer into a school district, or to transfer from a school district, twenty-five (25) or fewer sick leave days shall be handled in the following manner for purposes of severance pay eligibility:
 - a. Any professional employee who transfers twenty-five (25) or fewer sick leave days to another school district at the time of resignation from the Pittsburgh School District shall have that number of sick leave days deducted in full from said employee’s total accumulation of sick leave before any severance pay computations are made.
 - b. Any newly hired or rehired professional employee who transfers twenty-five (25) or fewer sick leave days into the Pittsburgh School District at the time of new employment or reemployment shall have that number of sick leave days fully credited for purposes of subsequent severance pay eligibility.
9. Any rehired who received a severance pay payment at his/her earlier resignation shall have any subsequent severance pay payment affected as follows:
 - a. If the rehired’s second severance pay payment at either retirement or resignation is based on accumulated sick leave and personal leave, then the total of the rehired’s two severance pay payments combined shall not exceed the maximum severance pay payment allowable

for either resignation or retirement, whichever is applicable, under the terms of the Agreement in effect at the time of his/her eligibility for a second severance pay payment.

- b. If the rehiree's second severance pay payment occurs at retirement and is based on years of service, the amount that he/she is entitled to receive for his/her total years of service, both before and since his/her most recent date of hire, shall be decreased by the amount of his/her previous severance pay payment.

ARTICLE 131 GROUP ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

1. The Board shall continue to pay the premiums for accidental death and dismemberment insurance for all participating teacher personnel covered by this Agreement and in accordance with the remaining provisions of this Article.
2. All participating teacher personnel represented by the Federation will be covered by accidental death and dismemberment group insurance, with premiums paid for by the Board. The accidental death insurance amount shall be \$200,000.
3. No Board-paid post-retirement death benefit will apply to any teachers who retire after March 31, 1999. This provision will apply to any disability retirement as well as to all regular retirements. (Previously-retired teachers who were covered by a \$2,500 post-retirement death benefit will continue to be covered.)

ARTICLE 132 LIABILITY INSURANCE

The Board shall continue to provide group liability insurance protection for teachers covering any actions or occurrences which were covered by the comprehensive general liability insurance policies in effect during the term of the previous Agreement. Coverage shall be at least \$500,000 per individual, with additional protection up to \$5,000,000 if the aggregate annual \$5,000,000 liability limit is not reached during an applicable September 1 to August 31 annual period. The Board reserves the right to provide this coverage through a group policy or policies, by self-insurance, or by a combination thereof.

ARTICLE 133 VANDALISM FUND

1. The procedures for administration of the Vandalism Fund shall continue as previously agreed upon between the Board and the Federation.
2. An annual Vandalism Fund of \$30,000 shall be allocated for each school year and summer during the term of this Agreement for all teachers and other School Board employees. The purpose of the Vandalism Fund shall continue to be to reimburse teachers and other Board employees for damage to, or loss or destruction of, personal property, excluding money, incurred in the performance of their duties.
3. The Fund shall be administered under the following conditions:
 - a. That appropriate administrative rules for submission and substantiation of claims, including the use of the employee's vandalism claim form, be maintained;
 - b. That payment be limited to a maximum of \$100 per incident to the extent not paid by insurance;
 - c. That appropriate depreciation allowance, except as provided under Section 4., be applied to claims, where applicable, by Human Resources;
 - d. That claims shall not be allowable on CB radios that may be stolen, lost, damaged, or destroyed, whether in the possession of the employee in school or in the employee's car;
 - e. That personal property of teachers, whether in the school building or in the teacher's car, that has not been brought to school for teaching or other school-related purposes and would not normally or routinely be brought to school, may be disallowed for Vandalism Fund payment by Human Resources;

- f. That claims be submitted no later than thirty (30) days after the occurrence of the incident giving rise to the claim. Claim forms shall include written notice that claim must be filed within thirty (30) days after the vandalism incident;
 - g. That payments, subject to the provisions of Section 5., be made within a reasonable time after submission and substantiation of claims;
 - h. And that damage to automobiles resulting from routine parking operations be excluded.
4. The Vandalism Fund shall not depreciate payments for eyeglasses belonging to teachers which are damaged or broken due to an assault upon the employee by a student, parent, or outsider, or when the glasses are damaged or broken due to breaking up a fight or assisting in settling other school disturbances.
 5. Payments for all valid claims each school year and summer will all be made initially at 70% of the full appropriate amounts. The remaining 30%, or a proportional adjustment of that 30%, shall be paid to claimants no later than September 15 of the following year, once a determination has been made as to the sufficiency of Vandalism Fund monies to meet valid claims either in full or pro rata.

**ARTICLE 134
GROUP INSURANCE PLAN
PAYROLL DEDUCTION PRIVILEGES
(AUTO/HOMEOWNERS AND DISABILITY)**

1. The Board will continue to permit utilization of payroll deduction for the maintenance of a Federation sponsored voluntary group auto insurance plan. Payroll deduction for homeowner's insurance will also be permitted to be added to the auto insurance deduction, so long as the deduction is a single amount to one (1) Federation designated insurer.
2. The Board will continue to permit payroll deduction for such a purpose provided that participation in the plan is made available at least to all teachers and other professional employees. The Board will continue to provide any payroll services necessary for instituting and/or maintaining this payroll deduction plan.
3. Payroll deduction availability for this purpose shall continue throughout the term of this Agreement.
4. It is further agreed that in permitting such a payroll deduction plan the Board assumes no responsibility for, and in no manner whatsoever endorses, the carrier or the plan.
5. The Federation agrees to defend, indemnify, and hold harmless the Board for any and all claims whatsoever, including reasonable attorney's fees, arising out of operation of this payroll deduction provision.
6. All appropriate payroll deduction provisions of Section 1. through Section 5. of this Article shall continue to apply to a group disability income insurance program made available by the Federation for voluntary participation by teachers and other professional and nonprofessional personnel it represents. The Federation agrees that all premium costs for participation in such a disability income plan shall be borne by the individual enrollee. There shall be no premium costs of any type to the School Board.

**ARTICLE 135
TAX-SHELTERED ANNUITY PROGRAM**

The four (4) tax-sheltered annuity plans and carriers endorsed by the Federation and agreed upon by the Board and Federation shall be available for participation by teachers during the term of this Agreement.

**ARTICLE 136
TUITION WAIVER PROGRAM**

1. The Board agrees to permit teachers and other Board professional and nonprofessional employees who reside outside of the Pittsburgh School District to make application to enroll their children in the Pittsburgh Public Schools if they so choose. Any such children who are admitted by

the School District to enrollment in the Pittsburgh Public Schools shall be permitted to attend school without any tuition payment by their parents to the Pittsburgh School District, as long as at least one (1) parent continues as an employee of the Pittsburgh Public Schools. This “employee-requirement” provision shall be considered to continue to be satisfactorily met in the event the employee parent should retire (except if the retiree takes other employment), interrupt or discontinue employment due to a disabling illness or injury, die, be laid off, or be on an approved leave of absence.

- a. Commencing with the 1988-89 school year, the assignment of all new tuition waiver students will be to the feeder pattern established by the address of the school in which the parent or guardian teaches.
 - (1) In the event that the school location of the employed parent changes at the initiation of the employee, the feeder pattern of the child or legal dependent will not change.
 - (2) In the event of an involuntary transfer of a teacher, the parent may exercise the option to maintain the child’s feeder pattern or to reestablish it based on the teacher’s new school location.
 - (3) If both of the parents of a tuition waiver student are nonresident employees, the original application must identify which parent’s school location will establish the student feeder pattern.
 - b. Tuition waiver students will continue not to be assigned to a specific magnet program until all resident applicants on the appropriate waiting lists have been placed in that specific magnet. The sibling preference rule for magnet schools continues not to apply to tuition waiver students.
 - c. The Board policy which excluded residents of the Woodland Hills School District from the tuition waiver program may be rescinded.
2. Transportation of such children to and from school shall be the responsibility of the parents, except where normally provided School Board transportation is available. The provisions of this Section are to assure that no additional transportation costs are incurred by the Board in maintaining this benefit for teachers and other Board employees.
 3. The procedures for conducting and administering this tuition waiver program shall continue, unless altered by mutual agreement between the parties in the future.

ARTICLE 137
GROUP HEALTH CARE PLANS AND HEALTH CARE PROVIDER

1. The following provisions for group health care plans and provider shall be effective January 1, 2007.
 - a. All group health care plans shall be continued with Highmark as the provider with the Highmark Indemnity plan converted to the Highmark Preferred Provider Organization (PPO) and the Highmark Point of Service (POS) plan converted to Highmark Choice Blue Preferred Provider Organization (PPO). The Highmark plans shall be:
 - (1) Highmark Preferred Provider Organization (PPO) plan, i.e. Preferred Blue PPO (successor to Indemnity/Traditional plan).
 - (2) Highmark Choice Blue Preferred Provider Organization (PPO) plan, i.e. Choice Blue PPO (successor to Point of Service (POS) plan).
 - (3) Highmark Health Maintenance Organization (HMO) plan, i.e. Keystone Blue Health Plan (HMO) with a vision care plan.
 - (4) Highmark Standard Blue Preferred Provider Organization (PPO) plan, i.e. Standard Blue (PPO) plan.
 - b. Annual open enrollment periods shall occur in November each year for coverage beginning each immediately following January 1. Movement among the Highmark plans during any annual open enrollment period shall not be subject to any preexisting conditions, limitations or exceptions.
 - c. A teacher may transfer from one Highmark group health care plan to another Highmark plan during any annual open enrollment period in accordance with practices followed in

the past and subject to any mutually agreed to provisos set forth in the overall group health care coverage program. The teacher who is transferring must pay employee premium contributions in accordance with the formulas outlined in Section 4. of this Article.

2. Specific provisions applying to the Highmark group health care plans:

- a. Prescription drug retail and mail order copayments under the Preferred Blue PPO, Choice Blue PPO and Keystone Blue HMO are: \$10 generic, \$20 brand formulary* and \$40 brand nonformulary*, with Mandatory Generic**. The ability to purchase the greater of a 34 day supply or 100 units at a participating retail pharmacy, shall continue in effect with the appropriate copayment applied per prescription. The ability to purchase up to a 90 day supply with unlimited dosage units by mail order at a participating mail order pharmacy shall continue in effect with the appropriate copayment applied per prescription. **NO** benefits are available if drugs are purchased at a nonparticipating pharmacy.
- b. Prescription drug retail copayments under the Standard Blue PPO are: \$10 generic, \$30 brand formulary* and \$50 brand non-formulary*, with Mandatory Generic**. The ability to purchase a 31 day supply at a participating retail pharmacy, shall continue in effect with the appropriate copayment applied per prescription. Prescription drug mail order copayments are: \$20 generic, \$60 brand formulary* and \$100 brand non-formulary*, with Mandatory Generic**. The ability to purchase up to a 90 day supply with unlimited dosage units at a participating mail order pharmacy shall continue in effect with the appropriate copayment applied per prescription. **NO** benefits are available if drugs are purchased at a nonparticipating pharmacy.

*The Highmark formulary is an extensive list of Food & Drug Administration (FDA) approved prescription drugs selected for their quality, safety and effectiveness. It includes products in every major therapeutic category. The formulary was developed by the Highmark Pharmacy and Therapeutic Committee made up of clinical pharmacists and physicians and may, from time to time, be revised by the committee. Your program includes coverage for both formulary and non-formulary drugs at the specific copayment or coinsurance amounts listed above.

**You are responsible for the payment differential when a generic drug is available and the doctor or patient specifies a brand name drug. Your payment is the price difference between the brand drug and generic drug in addition to the brand drug copayment or coinsurance amounts which may apply.

- d. Deductibles, when applicable, shall be as follows:
 - (1) Preferred Blue PPO and Choice Blue PPO plans: \$250 – Individual and \$500 – Family.
 - (2) Standard Blue PPO: in network \$250 – Individual and \$500 – Family; out of network \$500 – Individual and \$1,000 – Family.
- e. Vision care coverage shall continue to be provided only with the Keystone Blue HMO plan. Effective January 1, 2007 the vision care coverage is provided through Davis Vision Plan.
- f. Preferred Blue PPO and Choice Blue PPO plans out of pocket expenses for employee shall be capped annually at individual deductible + \$1,000 or family deductible + \$2,000. Standard Blue PPO out of pocket expenses for employee shall be \$2,500 for an individual or \$5,000 for family.
- g. Out of network lifetime maximum under all PPO plans shall be \$1,000,000.
- h. Changes by teachers from one Highmark plan to another during any annual open enrollment period shall continue to be able to be made without limitations or exceptions for pre-existing conditions. (As per Section 1.b., of this Article.)
- i. All changes to and applicable provisions of the Highmark group health care plans, the contribution rates, the formulas for determining contribution rates, the contract language applying to group health care plans and coverage, etc. shall apply to teacher retirees under Article 140, Teacher-Retiree Group Health Care and Medicare-Supplement Program, Sections 3.and 4.
- j. Highmark's "Blue Card National PPO" plan shall be provided for those retirees who live out of the Pittsburgh/Western PA area.
- k. All employee premium contributions shall continue to be made via payroll deduction. Employees on unpaid leave of absence shall continue to be billed directly for their share of the premium payments.

3. Formulas (with regard to Highmark group health care plans/ coverages) for employee premium contributions and for employee group health care plan enrollment options shall be as follows:
 - a. Choice Blue PPO plan (replacement plan for Select Blue POS plan):
 - (1) Teachers shall always pay a minimum of 5% of the total annual premium costs for their plan coverage.
 - (2) Teachers covered by Article 140, Teacher-Retiree Group Health Care and Medicare – Supplement Program, shall continue to share with the Board in the payment of the total annual premiums for this plan by paying 5% of the total annual premium costs plus 20% of any increased premium costs from one annual period to the subsequent annual period, i.e., in continued compliance with the provisions and established application of Article 139, Payment of Premiums for Group Health Care Insurances, Section 2.a.
 - (3) Teachers enrolled in the Select Blue POS plan that opt out of the Choice Blue PPO plan (replacement plan) will not be permitted to reenroll in the Choice Blue PPO plan at a later date. The Choice Blue PPO plan is closed to new enrollees.
 - b. Keystone Blue HMO plan with vision care coverage:
 - (1) Effective December 2003 and continuing thereafter, teachers and professional employees shall pay 5% of the premium cost for the various HMO plan coverages.
 - (2) Effective December 2004, apply the 20% share of premium increases formula using calendar year 2004 as the base year.
 - c. Preferred Blue PPO plan:

Teachers who were enrolled in Highmark Indemnity plan and who went directly into the Highmark PPO plan for January 1, 2001, shall continue to share with the Board in the payment of the total annual premium costs for the PPO plan on the same basis as they were sharing in the total annual premium costs for the Indemnity plan.

 - (1) Teachers shall always pay a minimum of 5% of the total annual premium costs for their PPO plan coverage.
 - (2) There shall be an exact continuation of the Article 139, Payment of Premiums for Group Health Care Insurances, Section 2.c.(2), provision for a “1/4 teacher to 3/4 Board sharing,” i.e., a 1 to 3 ratio, of any increase from one year to the next year in the total annual premium costs for the Highmark PPO plan. This shared-contribution ratio continues to apply to the remainder of any annual rate increase after the 5% minimum teacher contribution is met.
 - (3) Premium decreases, if any should ever occur, shall continue to be handled on this same shared-contribution ratio.
 - d. Teachers not enrolled during 2000 in the Highmark Indemnity plan, including those already retired and future retirees, who elect to move into the Highmark PPO plan for any January thereafter, shall pay the total difference in annual premium costs between the PPO plan in which they enroll, i.e., individual or various family coverages, and the corresponding HMO plan. This “total difference” payment provision shall not apply to retirees who, because they reside outside of the Pittsburgh/Western PA area, move into Highmark’s “Blue Card National PPO” plan.
 - e. Standard Blue PPO plan:
 - (1) Effective January 2007 and continuing thereafter, teachers and professional employees shall pay 5% of the premium cost for the various plan coverages.
 - (2) Effective December 2008, apply the 20% share of premium increases formula using calendar year 2007 as the base year.
 - f. New hires, commencing, January 1, 2007, and continuing thereafter, may only enroll in the Keystone Blue HMO plan or Standard Blue PPO plan.
4. Teachers not covered by Article 140, Teacher-Retiree Group Health Care and Medicare-Supplement Program, and all other such Federation-represented personnel, i.e., those in other Federation representation units and, therefore, not covered by Article 140, Teacher-Retiree

Group Health Care and Medicare-Supplement Program, shall continue to share in health care coverage premiums as follows:

- a. Such employees shall contribute $\frac{3}{4}\%$ of the base wages as their share of premium payments for individual HMO plan coverage and 1% of their base wages (salary or hourly rate) as their share of premium payments for the various family HMO plan coverages, commencing with payments in December 2003 for coverage in calendar year 2004 and thereafter.
 - b. Commencing December 1, 2003, and continuing thereafter, such employees who are newly-hired shall only be eligible to enroll in the HMO plan at time of hire or during any subsequent annual open enrollment period.
 - c. Such employees who are currently employed and not already enrolled in the Preferred Blue PPO plan or Choice Blue PPO plan may not switch to one of these PPO plans for January 2007 or during any subsequent annual open enrollment period.
 - d. Such employees already enrolled in the Preferred Blue PPO plan or Choice Blue PPO plan and who elect to continue in whichever of these two (2) plans they are currently enrolled may continue to do so on the following basis:
 - (1) Any such employees who elect to continue their Preferred Blue PPO or Choice Blue PPO plan enrollment shall pay the applicable percentage contribution plus the difference between the premium cost for the comparable HMO plan coverage (individual, spousal, or various family coverages) and the premium costs which applies to the PPO plan coverage in which they are continuing their enrollment.
 - e. Should any such employee at any time become covered by Article 140 Teacher-Retiree Group Health Care and Medicare-Supplement Program, then their health care plan contribution levels and rates shall be the same as those applying to all other employees.
5. In the event of the enactment of any national or state health care legislation or plan, the parties shall meet to assess the impact of any such legislation or plan on the existing health care coverage program and, if necessary, to negotiate a provision(s) addressing any needs or changes that may arise from any such legislation or plan.

**ARTICLE 138
COVERAGES UNDER THREE HIGHMARK
(BLUE CROSS) GROUP HEALTH CARE PLANS**

1. The Highmark group health care plans are the following:
 - a. Highmark Preferred Blue Preferred Provider Organization (PPO) plan, i.e., successor to Indemnity/Traditional plan. See section 2. of this Article.
 - b. Highmark Keystone Blue HMO plan with vision care coverage. See section 3. of this Article.
 - c. Highmark Choice Blue Preferred Provider Organization (PPO) plan, i.e., successor to Select Blue POS plan. See section 4 of this Article.
 - d. Highmark Standard Blue Preferred Provider Organization (PPO) plan. See section 5 of this Article.
2. The Highmark Preferred Blue PPO plan shall be the PPO plan replacing the former Indemnity/Traditional plan. (Note that new hires, commencing January 1, 2001, and thereafter, may not enroll in the Preferred Blue PPO plan. See Article 137, Group Health Care Plans and Health Care Provider, Section 4.e). The following provisions are highlights of the Highmark Preferred Blue PPO plan:
 - a. In-network coordinated care has an unlimited lifetime maximum per person. Out of network self-referred care has a lifetime maximum of \$1,000,000 per person, which applies to all services and expenses.
 - b. Annual deductibles for out-of network self-referred care:
 - (1) \$250 for individual coverage
 - (2) \$500 for any of the various family coverages

- c. Out-of-pocket annual maximums that can be paid by the covered teacher for out-of-network self-referred care:
 - (1) \$1,000 for individual coverage plus \$250 individual deductible, i.e., \$1,250 total per year. PPO plan pays remainder.
 - (2) \$2,000 for various family coverages plus \$500 family deductible, i.e., \$2,500 total per year. PPO plan pays remainder.
- d. Prescription drugs are covered under the PPO plan, with each prescription filled for either a \$10, \$20 or \$40 charge to the PPO plan participant. Full remaining cost of prescription is paid by the PPO plan.
 - (1) A \$10 cost to a plan participant applies provided that participant purchases a generic drug.
 - (2) A \$20 cost to a plan participant applies if that participant purchases a brand formulary drug.
 - (3) A \$40 cost to a plan participant applies if that participant purchases a brand non-formulary drug.
 - (4) Mail order of prescription drugs shall be available under the PPO plan. The applicable copayment shall apply, with the right to purchase up to ninety (90) day supply of the prescription drug being ordered.
- e. Employees shall pay the prescription drug copayment plus difference between brand prescription drug cost and generic prescription drug cost, only when brand drug is purchased instead of available generic drug which has FDA approval as a generic substitute and regardless of whether brand drug is prescribed or chosen.
- f. Hospital costs covered 100% in-network; 80% out-of-network (after deductible is satisfied).
- g. Medical/surgical costs covered 100% in-network; 80% out-of-network (after deductible is satisfied).
- h. Preventive care, both adult and pediatric, coverage 100% in-network (after any required co-payment)
 - (1) Routine adult and pediatric physical exams - \$15 copayment
 - (2) Gynecological exams - \$15 copayment
 - (3) Mammograms – no copayment
 - (4) Pediatric immunizations – part of pediatric care and included under h.(1) immediately above.
- i. Physician’s office visits in-network covered 100% - after \$15 copayment
- j. Emergency room services coverage 100%, both in-network and out-of-network – after \$50 copayment. Copayment is waived if admission to hospital follows.
- k. Chiropractic services:
 - (1) Covered 100% in-network - \$15 copayment per office visit
 - (2) Covered 80% out-of-network (after deductible is satisfied)
- l. Mental health coverage:
 - (1) Inpatient covered 100% in-network
 - (2) Inpatient covered 80% out-of-network (after deductible is satisfied)
 - (3) Outpatient coverage 100% in-network- \$15 copayment per visit, with limit of forty-five (45) visits per calendar year.
 - (4) Outpatient covered 50% out-of-network (after deductible is satisfied), with limit of twenty (20) visits per calendar year.
- m. Skilled nursing care and private duty nursing both covered 100%, both in-network and out-of-network.
- n. Substance abuse treatment:

- (1) Inpatient detoxification covered 100% in-network, 80% out-of-network (after deductible is satisfied). In-network limited to seven (7) days/admissions; lifetime limit of four (4) admissions.
 - (2) Inpatient rehabilitation covered 100% in-network, 80% out-of-network (after deductible is satisfied). In-network limited to thirty (30) days/year, lifetime limit of ninety (90) days.
 - (3) Outpatient covered 100% in-network – after \$15 copayment. Outpatient limit in-network of sixty (60) visits/year; lifetime limit of one hundred and twenty (120) visits.
 - (4) Outpatient covered 50% for out-of-network
 - o. Home health care covered 100%, both in-network and out-of-network
 - p. Diagnostic service covered 100% in-network; 80% out-of-network (after deductible is satisfied)
 - q. Utilization management – provider listed in-network and member initiated out-of-network
 - r. Ambulance covered 100% in-network; 80% out of network
 - s. Durable medical equipment covered 100% in-network; 80% out-of network.
 - t. Hospice covered 100% in-network.
3. The Highmark Keystone Blue HMO plan with vision coverage. Effective January 2007, the vision care coverage is through Davis Vision. The Davis Vision care plan provisions are the same as provided under the Optichoice vision care plan. The following are highlights of the HMO plan:
- a. Qualifying emergency treatment, including an out-of-town emergency, is covered 100% after a \$50 copayment. Copayment is waived if admission to hospital follows.
 - b. Prescription drugs are covered under the HMO plan, with each prescription filled for either a \$10, \$20 or a \$40 charge to the HMO plan participant. Full remaining cost of prescription is paid by the HMO plan.
 - (1) A \$10 cost to a plan participant applies provided that participant purchases a generic drug.
 - (2) A \$20 cost to a plan participant applies if that participant purchases a brand name drug within the formulary.
 - (3) A \$40 cost to a plan participant applies if that participant elects to purchase a brand drug not in the formulary.
 - (4) Mail order of prescription drugs shall be available under the PPO plan. The applicable copayment shall apply, with the right to purchase up to a ninety (90) day supply of the prescription drug being ordered.
 - c. Employees shall pay the brand prescription drug copay plus the difference between brand prescription drug cost and generic prescription drug cost, only when the brand drug is purchased instead of available generic drug which has FDA approval as a generic substitute and regardless of whether a generic brand drug is prescribed or chosen.
 - d. All doctor's office visits are covered 100% under the HMO plan, with a \$15 copayment.
 - e. All physical examinations are covered 100% under the HMO plan, with a \$15 copayment.
 - f. Routine gynecological exams and required mammograms are covered 100%.
 - g. Mental and nervous disorders coverage is included under the HMO, with no lifetime maximum. Thirty (30) days inpatient per year is covered 100% and twenty (20) days outpatient per year is covered 100% after a \$25 copayment.
 - h. Outpatient physical therapy is covered 100% up to sixty (60) consecutive days for each condition.
4. The following provisions are highlights of the Highmark Choice Blue Preferred Provider Organization (PPO) plan:

- a. In-network coordinated care has an unlimited lifetime maximum per person. Out of network self-referred care has a lifetime maximum of \$1,000,000 per person, which applies to all services and expenses.
 - b. Annual deductibles for out-of-network self-referred care:
 - (1) \$250 for individual coverage
 - (2) \$500 for any of the various family coverages
 - c. Out-of-pocket annual maximums that can be paid by the covered teacher for out-of-network self-referred care:
 - (1) \$1000 for individual coverage plus \$250 individual deductible, i.e., \$1250 total per year. PPO plan pays remainder.
 - (2) \$2000 for various family coverages plus \$500 family deductible, i.e., \$2500 total per year. PPO plan pays remainder.
 - d. Prescription drugs are covered under the PPO plan, with each prescription filled for either a \$10, \$20 or a \$40 charge to the PPO plan participant. Full remaining cost of prescription is paid by the PPO plan.
 - (1) A \$10 cost to a plan participant applies provided that participant purchases a generic drug.
 - (2) A \$20 cost to a plan participant applies if that participant purchases a brand formulary drug.
 - (3) A \$40 cost to a plan participant applies if that participant purchases a brand non-formulary drug.
 - (4) Mail order of prescription drugs shall be available under the PPO plan. The applicable copayment shall apply, with the right to purchase up to a ninety (90) day supply of the prescription drug being ordered.
 - e. Employees shall pay the prescription drug copayment plus difference between brand prescription drug cost and generic prescription drug cost, only when brand drug is purchased instead of available generic drug which has FDA approval as a generic substitute and regardless of whether brand drug is prescribed or chosen.
 - f. Hospital costs covered 100% in-network; 80% out-of-network (after deductible is satisfied)
 - g. Preventive care, both adult and pediatric, coverage 100% in-network (after any required co-payment)
 - (1) Routine adult and pediatric physical exams - \$15 copayment
 - (2) Gynecological exams - \$15 copayment
 - (3) Mammograms – no copayment
 - (4) Pediatric immunizations – part of pediatric care and included under h.(1) immediately above.
 - h. Physician’s office visits in-network covered 100% - after \$15 copayment
 - i. Emergency room services covered 100%, both in-network and out-of-network – after \$50 copayment. Copayment is waived if admission to hospital follows.
5. The following provisions are highlights of the Highmark Standard Blue Preferred Provider Organization (PPO) plan:
- a. Routine adult and pediatric physical exams - \$20 copayment
 - b. Gynecological exams - \$30 copayment includes PAP test
 - c. Mammograms – covered at 100%, deductible does not apply
 - d. Calendar year deductible – Individual \$250; Family \$500 (in-network)
 Individual \$500; Family \$1,000 (out-of-network)

- e. Prescription drugs are covered under the PPO plan, with each prescription filled for either a \$10, \$30 or \$50 charge to the PPO plan participant. Full remaining cost of prescription is paid by the PPO plan.
 - (1) A \$10 cost to a plan participant applies provided that participant purchases a generic drug.
 - (2) A \$30 cost to a plan participant applies if that participant purchases a brand formulary drug.
 - (3) A \$50 cost to a plan participant applies if that participant purchases a brand non-formulary drug.
 - (4) Mail order of prescription drugs shall be available under the PPO plan. The applicable copayment shall apply; \$20 copayment for generic, \$60 copayment for brand formulary and \$100 copayment for brand non-formulary with the right to purchase up to ninety (90) day supply of the prescription drug being ordered.
- f. Emergency room services coverage 100%, both in-network and out-of-network – after \$75 copayment. Copayment is waived if admission to hospital follows.

The items listed for each plan represent only a portion of the plan coverage. Please reference the plan summary for more detailed description of the benefits available.

ARTICLE 139 PAYMENT OF PREMIUMS FOR GROUP HEALTH CARE INSURANCES

- 1. Continuing since September 1, 1988, teacher contributions toward group health care coverage are partially based on the consideration that teachers receive continued post-retirement health care coverage in the Board's employee health care group under the provisions of Article 140, Teacher-Retiree Group Health Care and Medicare-Supplement Program.
- 2. Payment of premiums by teachers covered under the Article 140, Teacher-Retiree Group Health Care and Medicare-Supplement Program, post-retirement health care program shall be made in accordance with the following provisions:
 - a.
 - (1) Highmark Choice Blue Preferred Provider Organization plan – successor to the Select Blue POS plan, effective January 1, 2007.
 - (2) Teachers who participate in the Highmark Choice Blue PPO plan shall pay 5% of the applicable plan total premium cost plus 20% of any increased premium cost from one annual period to the subsequent annual period.
 - b. Highmark Keystone Blue HMO plan with vision care coverage.
 - (1) Teachers who participate in this Highmark Keystone Blue HMO plan shall pay 5% of the applicable plan total premium cost plus 20% of any increased premium cost from one annual period to the subsequent annual period.
 - (2) Use calendar year 2004 as the base year to calculate increased premium cost.
 - c. Highmark Preferred Blue PPO plan.
 - (1) Teachers shall pay 5% of the total annual premium costs for their coverage plus a share of increased total premium costs from one year to the next year as further provided in Subsection c.(2) below.
 - (2) A "1/4 teacher to 3/4 Board sharing," i.e., a 1 to 3 ratio, of any annual rate increase on the total premium costs for the PPO plan shall continue. This contribution ratio applies to the remainder of any annual rate increase after the 5% regular teacher contribution. Premium decreases, if any should occur, shall be handled on this same contribution ratio.
 - (3) Teachers not enrolled during 2000 in the Highmark Indemnity plan, including those already retired and future retirees, who elected to move into the Highmark PPO plan, either for January 1, 2007, shall pay the total difference in annual premium costs between the PPO plan in which they enroll i.e., individual or various family coverages, and the corresponding HMO plan. This "total difference" payment provision shall not apply to retirees who, because they reside outside of the Pittsburgh/Western

PA area, move into Highmark's "Blue Card National PPO" plan. Retirees who reside outside of the Pittsburgh/Western PA area and are enrolled in the Blue Card National PPO plan will pay the difference between the contributions rates of the PPO plan and the HMO plan.

- d. Highmark Standard Blue PPO plan effective January 1, 2007.
 - (1) Teachers who participate in this Highmark Standard Blue PPO plan shall pay 5% of the applicable plan total premium cost plus 20% of any increased premium cost from one annual period to the subsequent annual period.
 - (2) Use calendar year 2007 as the base year to calculate increased premium cost.
 - (3) Employees retiring on or after July 1, 2008, shall be required to pay fifty (50%) percent of any increased premium cost from one annual period (currently January 1 through December 31) to the subsequent annual period for any increase occurring on or after the employee's retirement date. The retiree's obligation for health care premium contribution shall not exceed fifty (50%) percent of the total premium cost for the coverage.
 - a. The fifty (50%) percent of increased premium cost from one annual period to the subsequent annual period applies to all health care plans offered to retirees.
 - (4) Contribution levels and rates, as well as related provisions, applying to any teacher who is not covered by the Article 140, Teacher-Retiree Group Health Care and Medicare-Supplement Program, post-retirement health care coverage program, are as follows:
 - a. Such employees shall contribute $\frac{3}{4}$ % of the base wages as their share of premium payments for individual HMO plan coverage and 1% of their base wages (salary or hourly rate) as their share of premium payments for the various family HMO plan coverages, commencing with payments in December 2003 for coverage in calendar year 2004 and thereafter.
 - b. Commencing December 1, 2003, and continuing thereafter, such employees who are newly-hired shall only be eligible to enroll in the HMO plan at time of hire or during any subsequent annual open enrollment period.
 - c. Such employees who are currently employed and not already enrolled in the Preferred Blue PPO plan or Choice Blue PPO plan may not switch to one of these PPO plans for January 2007 or during any subsequent annual open enrollment period.
 - d. Such employees already enrolled in the Preferred Blue PPO plan or Choice Blue PPO plan and who elect to continue in whichever of these two (2) plans they are currently enrolled may continue to do so on the following basis:
 - (1) Any such employees who elect to continue their Preferred Blue PPO or Choice Blue PPO plan enrollment shall pay the applicable percentage contribution plus the difference between the premium cost for the comparable HMO plan coverage (individual, spousal, or various family coverages) and the premium costs which applies to the PPO plan coverage in which they are continuing their enrollment.
5. Where two (2) members of one (1) family are employees of the Board, the present three (3) methods of premium determination shall continue:
 - a. Each party may elect individual coverage under the same group health care plan or under two (2) different group health care plans, or
 - b. Both parties may jointly participate in family and dependent coverage under one of the group health care plans, with continued credit for each party's individual premium being given to the employee carrying the combined coverage before computation of the premium to be paid by the Board and by the employee for the family and dependent coverage, or
 - c. One (1) party may elect individual coverage under any one of the group health care plans while the second party may elect family and dependent coverage under one of the other plans not elected by the first party. Should this option be exercised by two (2) such Board

employees, the total premium costs incurred by the Board for both parties combined shall continue not to exceed the maximum costs that could be incurred by the Board for both parties combined under either Section 5.a. or Section 5.b. immediately above.

6. Where teachers, by virtue of a policy provided by another employer to a spouse, have health care coverage equivalent to that carried by the Board, the Federation agrees that the Board, in such circumstances, is not required to provide, or to continue, duplicate health care coverage for such employees, provided that the Board shall assure immediate and uninterrupted resumption of full Board – provided group health care coverage to such employees, without any waiting period and without any lessening of the extent of the coverage, in the event of either the cessation or the interruption of the equivalent coverage being carried by the employee’s spouse.
7. Payment of premiums continues to be made under Section 125/IRS provisions, i.e., payment with pretax dollars for all employee payments that are made toward any of the available group health care plans, as provided under Article 142, Pretax Premium Conversion Plan.
8. Deductions for any employee premium payments continue to be made in equal amounts from both monthly paychecks for the ten (10) school months.

ARTICLE 140 TEACHER-RETIREE GROUP HEALTH CARE AND MEDICARE-SUPPLEMENT PROGRAM

1. In consideration of the percentage contribution toward coverage under the group health care plans by participating teachers during their employment and by participating teacher retirees, the Board agrees to provide to teachers following their retirements its share of payment of premiums for continued membership in and coverage under said group health care plans up until age 65 and to provide partial payment of premiums for individual Medicare-Supplement coverage after age 65. These post-retirement benefits shall apply to qualifying teachers and other Federation-represented professional personnel who retire starting in June 1988 or at any time thereafter, subject to the remaining provisions of this Article.
2. a. A qualifying retiree/retirement shall be:
 - (1) Any superannuation retirement
 - (2) Any retirement qualifying under a PSERS early retirement window
 - (3) A 25-years-of-service/age 55 early retirement/withdrawal
 - (4) Any PSERS-approved disability retirement following at least five (5) years of PSERS service credit
- b. Eligible teacher retirees are those qualifying teachers who retire starting in June 1988 or at any time thereafter.
3. Post-retirement coverage under this Article and employer contributions toward premium costs shall be for full participation in the PPO group plan, the HMO group plan, from retirement until age 65 or Medicare entitlement, whichever first occurs, and thereafter for individual participation in the Blue Cross Blue Shield Medicare Supplement. Medicare Supplement means the package known as “Blue Cross 65 Special, Blue Shield 65 Special, and Blue Cross 65 Plus,” or its successor.
 - a. Membership and coverage for teacher retirees in group health care plans prior to age 65 are on the same basis as for all active teachers in group health care plans, with same payment of applicable premiums made by teacher retirees as is made by active teachers.
 - b. A teacher retiree who transfers from one Highmark group health care plan to another during any open enrollment period must pay the same employee contribution in the new plan that applies to employees already in that plan. Any transfer into the PPO plan shall be subject to the premium payment requirements of Article 137, Section 4.e., except for transfer by a retiree into the Highmark “Blue Card National PPO” plan.
 - c. Any movement by a teacher retiree from one group health care plan to another during any open enrollment period shall not be subject to any preexisting conditions, limitations, or exceptions.

4. a. The group health care plans, all under Highmark (Blue Cross) as the single carrier, which are available to active teachers shall also apply to all eligible teacher retirees until they reach age 65, including to those teachers retired beginning with June 1988.
 - (1) Highmark Choice Blue PPO plan, successor to Point of Service (POS) plan
 - (2) Highmark Keystone Blue HMO plan with vision care coverage
 - (3) Highmark Preferred Blue PPO plan, successor to Indemnity/Traditional plan
 - (4) Highmark Standard Blue PPO plan
- b. Highmark's "Blue Card National PPO" plan shall be provided for those retirees who live out of the Pittsburgh/Western PA area.
- c. Annual open enrollment periods shall occur in November each year for coverage beginning each immediately-following January 1. Movement at any time among the Highmark plans during any open enrollment period shall not be subject to any preexisting conditions, limitations, or exceptions.
5. The original maximum annual Board payment of \$645/year toward post-age-65 individual Medicare-Supplement premiums increased to \$700/year, effective in June 2000, with this increased payment applying only to eligible teacher retirees who retired in June 2000 or who will retire at any time thereafter.
 - a. For teachers who retired starting in June 1988 and continuing through May 2000, this post-retirement Medicare-Supplement payment shall be maintained at \$645/year.
 - b. For teachers who retire starting in June 2000 or thereafter, this post-retirement Medicare-Supplement payment shall be \$700/year.
 - c. Only for those teachers who retired under the February and June 1999 Retirement Incentive, this post-retirement Medicare-Supplement payment shall be \$1000/year.
6. Effective June 1, 2001, the \$700/year Medicare-Supplement allocation toward post-age-65 individual retiree Medicare-Supplement premiums for participating teacher individual retirees only as set Forth in this Article and only for those who retire in June 2001 or thereafter, shall be increased to \$800/year.
 - a. This change is a result of fulfillment of the negotiated triggering requirements which were met by the enactment of Act 9 of 2001 on May 17, 2001.
 - b. This increased allocation to \$800 shall apply only to eligible teacher retirees who retire in June of 2001, or thereafter, and shall not apply to any previously retired teachers covered by this Article. (See Section 5. immediately above.)
7. Employees retiring on or after July 1, 2008, shall not be eligible for a Board payment toward the cost of post-age 65 individual Medicare Supplement premium expense.
8. Coverage in this post-retirement program shall terminate with the death of the teacher retiree, except where both the retiree and spouse are qualifying retired Pittsburgh teachers, in which case the coverage shall terminate only with the death of both retirees.
9. a. In the event any portion, or all, of the costs for either the group health care plans coverage or the Medicare-Supplement coverage should be provided in the future by another party [i.e., the state, the PSERS, Social Security, Medicare, some other federal or state program, or some other party or insurer], then the Board shall be relieved of that portion, or all, of the costs for whichever coverage(s) is (are) involved for so long as that alternate source of payment is in effect, provided that any alternate source of payment is always applied first to that part of the teacher retiree's Medicare-Supplement premium costs that are in excess of the maximum annual Board contribution which applies to the retiree [\$645, \$700, \$800 (if applicable), or \$1000].
 - b. In any year when the state's payment [\$660/year currently] toward Medicare-Supplement coverage under Act 23 of 1991, or under any future amendments or alternatives to that Act, plus the School Board's maximum annual contribution [\$645, \$700, \$800 (if applicable), or \$1000] toward the same coverage total more than the full annual premium for individual Medicare-Supplement options, the entire state payment shall be utilized first by the School Board before any portion of the School Board's contribution has to be applied to meet the balance of the full annual premium.

10. Teacher retirees who are participating in this group health care and Medicare-Supplement program shall always pay at least \$660 annually toward the premium costs for their pre-age-65 group health care coverage, even those in the HMO, and for their post-age-65 individual Medicare-Supplement coverage, because that \$660 amount is reimbursable to the individual retiree under Act 23 of 1991. (An exception would be those very few teacher retirees who do not qualify for Act 23 coverage.) This \$660 payment minimum shall apply to all retirees participating in the program, going all the way back to those who retired in June 1988 or at any time thereafter.
 - a. Current and future teacher retirees who have or elect a group health care plan (or any future plan) where the retiree premium share is more than \$660/year shall continue to pay their portion of the premium cost as set forth in Article 139, Payment of Premiums for Group Health Care insurances, Section 2., Subsections c.(1), c.(2), and c.(3), and in Section 3 of this Article, and may be reimbursed for \$660 of their total premium share pursuant to PA Act 23 of 1991/PSERS-administered Health Insurance Premium Assistance Program (HIPAP).
 - b. Current and future teacher retirees who have or elect the Highmark POS plan (or any future plan) where the retiree premium share is less than \$660/year shall be billed for their portion of the premium cost (as set forth in Article 135, Payments of Premiums for Group Health Care Insurances, and this Article) plus the additional amount necessary to equal \$660 per year. Such retirees shall then be eligible for reimbursement pursuant to HIPAP for the combined \$660 amount.
 - c. Current and future teacher retirees who have or elect the Highmark HMO plan (or any future plan) where there is no retiree premium share shall be billed for \$660 per year, i.e., the full HIPAP amount. Such retirees shall then be eligible for reimbursement pursuant to HIPAP for the full \$660 amount.
 - d. The preceding "special billing" procedures shall also be applied for Medicare-Supplement coverage should the retiree's annual premium obligation ever be less than \$660.
 - e. Should a teacher retiree not qualify for Act 23 coverage, he/she shall be exempt from any of the preceding "special billing" provisions for pre-age 65 group health care coverage. He/she shall pay only that share, if any, of health care premiums that would normally be paid under the applicable terms of Article 139, Payments of Premiums for Group Health Care Insurances, Section 2. He/she shall also be exempt from the preceding "special billing" provision for post-age-65 Medicare-Supplement coverage.
 - f. In the unlikely event that a teacher retiree is not enrolled in a PSERS-authorized Medicare-Supplement plan, he/she shall also be exempt from the preceding "special billing" provision applying to Medicare-Supplement coverage.
 - g. Should the annual reimbursement under HIPAP be increased, the \$660 amount set forth anywhere in these preceding provisions, as well as elsewhere in this Article, shall automatically increase to the higher amount.
11. The teacher must retire and begin immediately to draw his/her pension from the Public School Employee Retirement System.
12. Any teacher retiree, in order to qualify for participation in this program, must have a minimum of five (5) years of employment with the Board immediately prior to his/her retirement, except for a retiree who qualifies under 2.a.(4) above or a retiree who otherwise qualifies under Section 13. below.
13.
 - a. In order to participate in this program for teacher retirees, one of the following two (2) conditions must be met:
 - (1) Either the teacher shall have been enrolled as an employee in a School District group health care plan or the teacher shall have been covered as a Board-employed spouse of an enrolled teacher at the time of the negotiation of this program, i.e., as of February 1, 1988.
 - (2) Or the teacher shall have been enrolled as an employee or covered as a Board-employed spouse of an enrolled teacher for a minimum of five (5) years prior to his/her retirement.

- b. An exception to the preceding provision of this Section is provided in Section 14. below.
14. Any teacher retiree who meets all of the requirements for participation in this program except that he/she has not been enrolled at all in a School District group health care plan or has been enrolled for fewer than five (5) years prior to retirement, but whose nonenrollment or insufficient enrollment has been because he/she has been fully covered by his/her spouse's health care insurance with some other employer, may commence coverage in the Board group health plans following the initiation of the spouse's retirement or the termination of the spouse's insurance. Such a teacher shall not be subject to the five (5) years of Board enrollment and/or coverage required to participate in this program following retirement (but shall be subject to all other requirements for participation in this program). Such teachers who are not participating in the Board group health care plans, even up to the time of their retirements, shall be permitted to elect individual coverage [also husband and wife coverage or family coverage, if applicable] as retirees at the time they retire or, upon notification to the Board, at any point following their retirements when their spouse's insurance is no longer available to them.
 15. Regardless of which of the Highmark [Blue Cross] group health care plans the retiree may be enrolled in, the Board shall continue to be required to pay only the employer's share of actual group health care plan costs.
 16. If an eligible teacher retiree is not entitled to Medicare or to the Medicare-Supplement, the Board shall pay, from age 65 on, the equivalent cost of the Medicare-Supplement, up to the applicable maximum annual Board contribution, toward whatever health care coverage the retiree carries. If the annual cost of said coverage is less than the applicable maximum that may be paid by the Board toward the cost of the Medicare-Supplement, the Board shall pay only the actual annual costs. If the retiree carries no such coverage, then the Board shall not pay any amount to the retiree.
 - a. If the annual Medicare-Supplement premium is less than the applicable maximum annual Board contribution, then the annual Board payment is that lesser amount, and it increases in the future (as the annual premium rate increases) until the annual Board payment reaches the applicable maximum annual Board contribution.
 - b. This Medicare-Supplement Board-payment provision applies only to an individual teacher retiree and only to individual coverage.
 17. When both husband and wife are teachers and one retires while the spouse continues to teach, the actively-employed spouse may commence individual coverage while the retired spouse also commences individual coverage following retirement (if they already were not each carrying individual coverage as active employees), or the two may continue husband-wife coverage with either the active employee or the retiree being the primary-covered party, whichever the husband and wife elect. The option to elect individual coverage shall also apply should the husband and wife both retire at the same time and shall continue to apply during retirement should they at some point choose to switch to individual coverage.
 18. In any case where a husband and wife are both qualifying teachers, should the primary-covered retiree be the first to be deceased then the Board-paid coverage shall be applied immediately to the surviving retired spouse.
 19. Coverage in the group health care plans shall be for the individual teacher retiree, or for the teacher retiree and spouse, or for the teacher retiree and family-dependents, whichever one of these three applies at the time of retirement. Coverage for the Medicare-Supplement applies only to each eligible individual retiree and not to spouse or family members, except where the spouse is also an eligible individual retiree.
 20. At any time following retirement, should the teacher retiree's spouse or family/dependents no longer qualify for coverage under the Board's group health care plans, the coverage shall revert to the individual retiree or to the individual retiree and spouse, whichever would apply. The parties shall cooperate to assure that this Section is fully maintained and that reductions in dependents are effected for post-retirement group health care plan participants in a timely and ongoing manner.
 21. At any time following retirement, should a teacher retiree having individual coverage acquire a spouse and/or dependent(s), the retiree may enroll the spouse and/or dependent(s) in his/her group health care plan, but the retiree shall pay the increased premium costs for such an additional covered person(s).

22. At any time following retirement, should a teacher retiree having husband and wife coverage acquire a dependent(s), the retiree may enroll the dependent(s) in his/her group health care plan, but the retiree shall pay the increased premium costs for such an additional covered person(s).
23. Participating teacher retirees are required to meet their share of premium costs toward their pre-age-65 group health care plan coverage, as well as any payments toward their individual Medicare-Supplement coverage, in a timely manner and in accordance with already established procedures for making such annual payments as developed through mutual agreement of the Federation and the School District. The Board and Federation agree to cooperate to resolve any unforeseen, unanticipated, or overlooked contingencies or problems that might arise at some point in the future under this program. Resolution of such problems or contingencies shall be in the spirit of and consistent with the intent of the program. Should any such contingency or problem be unable to be resolved through this cooperative process, the unresolved dispute shall be submitted to binding arbitration under the provisions of Article 27, Grievance and Arbitration Procedures. The same procedure shall apply to any dispute that may arise over the meaning or application of any of the terms of this program.

ARTICLE 141 DENTAL CARE COVERAGE

The following Group Dental Care Insurance Program shall continue to be provided to all teachers:

1. The Dental Care Plan shall include both individual and family/dependent coverage.
2. The Board shall pay the full premium costs for this Dental Care Plan for both individual and family/dependent coverage.
3. The Dental Care Plan shall comprise the coverages enumerated under Subsections a. through f. of this Section.
 - a. Preventive services — Plan pays 100% of reasonable and customary charges subject to the limit provided under Subsection d., with no deductible:
 - (1) Oral examinations
 - (2) Cleaning of teeth
 - (3) Fluoride applications
 - (4) Space maintainers
 - (5) Emergency office visits
 - (6) X-rays
 - b. General services — Plan pays 85% of reasonable and customary charges subject to the limit and deductible provided under Subsection d.:
 - (1) Fillings
 - (2) Anesthetics
 - (3) Antibiotics
 - (4) Extractions
 - (5) Oral surgery
 - (6) Endodontics
 - (7) Periodontics
 - (8) Repair of prosthetic appliances
 - c. Prosthetic services — Plan pays 50% of reasonable and customary charges subject to the limit and deductible provided under Subsection d.:
 - (1) Bridges and dentures
 - (2) Crowns and gold restorations
 - (3) Replacement of damaged appliances
 - d. Subsections a., b., and c. immediately above are limited to a maximum combined benefit for each calendar year of \$1,000 applying separately to each insured individual or family

member. Subsections b. and c. immediately above have a \$25 combined individual deductible per year or an overall \$75 combined family deductible per year.

- e. Orthodontic services — Plan provides for 50% payment up to a maximum payment of \$800 for covered expenses:
 - (1) The 50% payment up to the \$800 maximum benefit applies separately to each covered person on a lifetime basis.
 - (2) Subsection e. continues to apply to any covered child or any covered adult, i.e., there continues to be no age limitation to qualify for coverage under the provisions of Subsection e.
 - f. Missing teeth are covered under all the above-listed subsections.
4. The Dental Maintenance Organization (DMO) Plan will be continued unless terminated by mutual agreement of the parties. The Board's premium payment for DMO participation shall not exceed its payment for the regular Dental Care Plan.

ARTICLE 142 PRETAX PREMIUM CONVERSION PLAN

The Board will continue to offer a premium conversion plan in accordance with applicable laws and legislation unless terminated by mutual agreement of the parties.

ARTICLE 143 COOPERATION ON DETERMINATION AND ADMINISTRATION OF MAJOR FRINGE BENEFITS AND LIFESTYLE RETURNS

- 1. The parties agree that working together and cooperating with regard to the ongoing administration of major fringe benefit programs is in their mutual interest, in order to assure high quality benefit programs for the teachers and effective containment and control of costs of the major fringe benefits to the parties. For the purposes of this Article, major fringe benefits shall include only all health care plans, dental insurance and accidental death and dismemberment insurance as provided in Article 131, Group Accidental Death and Dismemberment Insurance; Article 137, Group Health Care Plans and Health Care Provider; Article 138, Coverages under Three Highmark (Blue Cross) Group Health Care Plan; Article 140, Teacher-Retiree Group Health Care and Medicare-Supplement Program; and Article 141, Dental Care Coverage.
- 2. The Federation and the Board agree to work together and cooperate to control and, if possible, to reduce the premiums and costs to the Board and the teachers of the major fringe benefits and to administer the major fringe benefits, including providing assistance and advice to teachers relative to the major fringe benefits.
 - a. The parties will work together and cooperate in negotiating with the insurance carriers for the major fringe benefits, relative to review of rates, proposed rate changes, the administration of the benefits, and so forth. A Federation representative(s) shall be involved with the Board representative(s) in meetings with the insurance carriers for the major fringe benefits, relative to rate reviews, proposed rate changes, or matters dealing with the administration of the major fringe benefits.
 - b. It continues to be understood and agreed by the parties that the insurance carrier and rate structure for any of the major fringe benefits may not be changed without the mutual agreement of both parties and that there may be no change in the benefits themselves which is not agreed upon between the parties.
 - c. The Board representative or agent who advises the Board of Directors of the School District and the Board administration and who negotiates on behalf of the Board with the insurance carriers (along with the Federation representative) will continue to be selected solely by the Board.
- 3. Effective January 1, 2009 all teachers who participate in the health care plan shall participate in the Highmark Lifestyle Returns Program. In consideration of this, the employee premium contribution amounts for teachers shall include a \$5/month surcharge. Such surcharge shall be

reimbursed at twice the value to each teacher who fulfills the requirements of Lifestyle Returns. The Lifestyle Returns bonus shall be paid in the month of December to all eligible teachers.

ARTICLE 144 SICK LEAVE

Provisions for absences due to sickness or accident shall continue as in effect during the term of the previous Agreement, except as amended under the terms of this Article or of any other applicable Article of this Agreement. As a significant benefit, sick leave must be utilized for the purpose for which it is intended, i.e., to provide continuation of salary to a teacher who is unable to perform his/her normal duties because of sickness or accident. The improper use of sick leave, i.e., by using it for reasons other than those for which it is intended, shall be just cause for disciplinary action.

Sick leave shall be available to teachers under the following conditions:

1. Teachers employed for the normal work year shall be entitled to twelve (12) days sick leave per year, such sick leave to be cumulative annually without limit and to be usable annually without limit.
2. Teachers employed longer than the normal work year shall be entitled to sick leave days annually on the following bases, such sick leave to be cumulative annually without limit and to be usable annually without limit.
 - a. Teachers regularly employed for no less than ten (10) workdays longer than the normal work year shall be entitled to thirteen (13) days sick leave per year.
 - b. Teachers regularly employed for no less than twenty (20) workdays longer than the normal work year shall be entitled to fourteen (14) days sick leave per year.
 - c. Teachers regularly employed on a full calendar year basis shall be entitled to fifteen (15) days sick leave per year.
3. All absence resulting from sickness or accident shall be certified by the employee and endorsed by the principal or the appropriate administrator. A physician's certificate shall be required under the following conditions:
 - a. When an employee is absent both on a Friday and the following Monday.
 - b. When the absence is three (3) days or more.
 - c. When the employee is absent both the day before and the day after a holiday period.
 - d. When in the judgment of the immediate superior an employee appears to have used sick leave excessively in one (1) and two (2) day absences.
4. Full-time substitute teachers shall be entitled to six (6) days sick leave per semester, such sick leave to be noncumulative.
5. Evening school teachers shall be entitled to three (3) days sick leave per evening school year, such sick leave to be noncumulative.
6.
 - a. Summer school teachers and other summer teacher employees shall be entitled to sick leave each summer as follows, except that Conroy and Pioneer teachers shall continue to be covered under Section 2. of this Article:
 - (1) Teachers employed thirty (30) or more workdays shall receive two (2) days sick leave per summer.
 - (2) Teachers employed twenty (20) workdays but less than thirty (30) workdays, shall receive one (1) day sick leave per summer.
 - b. Unused sick leave day(s) for summer school teaching or other teacher summer work shall be credited to a teacher's total sick leave account, beginning with the summer of 1995.
7. Teachers shall continue to be required to comply with procedures for reporting absences from work or returning to work as established at their school or work location.
8. A maximum of five (5) of the total allotment of twelve (12) sick leave days per school year may be used for the serious illness of a teacher's child (16 years of age or younger) or a teacher's parent. The existing provisions for the use of sick leave will apply to these five (5) days (i.e., same requirements for a physician's certificate as provided under Section 3. of this Article).

9. A teacher attendance awards drawing shall be conducted each semester, in accordance with the already established format and procedures. Each semester five (5) \$500 awards shall be given.

ARTICLE 145 SPECIAL PROVISIONS REGARDING SICK LEAVE

1.
 - a. Full-time teachers absent as a result of assaults suffered while in the performance of their assigned school duties will be excused without loss of pay or sick leave for the duration of confinement under a physician's care, starting with the third consecutive school day of such absence, but not for a period to exceed twenty (20) school days of such compensation.
 - b. At the end of that period, the provisions of Article 149, Workers Compensation Coverage, concerning the various options relating to either combined use of sick leave and Workers Compensation or separate use of Workers Compensation only shall be effective.
 - c. The Board may request the teacher to undergo a medical examination by a Board physician in connection with any claim for compensation under this Section.
2. Employees absent as a result of contracting in the course of employment childhood diseases such as mumps, scarlet fever, measles, or chicken pox shall be excused without loss of pay or loss of sick leave for the duration of confinement under a physician's care.
3. When an employee is physically able to perform his/her duties but is prevented from doing so solely because of quarantine, he/she will be paid full salary only for the shortest period of time necessary for release from the quarantined premises or as may be directed by Health Services. When an employee is ill with a contagious disease and a quarantine is established because of such illness, he/she will be paid for the absence as provided in this Section.

ARTICLE 146 PERSONAL LEAVE

Personal leave shall continue to be defined as leave for the purpose of meeting urgent personal responsibilities and for meeting emergency situations. As a significant benefit, it must be utilized for the purposes or types of purposes for which it is intended and not for recreational reasons. The improper use of personal leave, i.e., by using it for reasons other than those for which it is intended, shall be just cause for disciplinary action.

Personal leave shall be available to teachers under the following conditions:

1. All regular (professional and temporary professional) employees, probationary employees, and temporary employees shall be eligible for up to two (2) personal leave days in each school year, beginning with their third year of continuous service.
2. Regular part-time employees shall be eligible for up to two (2) half-days personal leave or up to one (1) full-day personal leave in each school year, beginning with their third year of continuous service.
3. Full-time substitutes shall be eligible for up to one (1) day of personal leave in each school year, beginning with their third year of continuous service.
4. Personal leave days shall be noncumulative, except for purposes of severance pay computation.
5. No reason shall be required of, nor need be given by, the teacher who is applying for personal leave, except as provided under Section 6. of this Article and in accordance with administrative procedures in effect at the time of the execution of this Agreement.
6. Reasons for requesting personal leave shall be required where one (1) or more of the following conditions apply:
 - a. During the first week of school and during the month of June.
 - b. On either the first day or the last day of the school week.
 - c. On the school day either preceding or following any regular holiday or vacation period.
 - d. When two (2) consecutive workdays are requested.
 - e. On days scheduled for testing or other special activities.

- f. When, due to unforeseen circumstances, an application for personal leave has not been submitted prior to the actual day for which such leave is requested.
7. On those days when reasons for personal leave are necessary (i.e., Monday and Friday, etc.— see Section 6.), the following reasons only shall constitute acceptable urgent personal responsibilities:
 - a. Serious illness in the family or serious family emergency — reason must be delineated by the personal leave applicant.
 - b. Legal business — name of law firm, attorney, business firm, and time of appointment are required.
 - c. Physical checkup — name of physician and time of appointment are required.
 - d. Activity in which a child or close relative is participating, such as graduation, employee’s wedding or wedding of a close relative or friend. Time of activity is required. (Travel time to any such activity is not a valid reason for personal leave.)
 - e. Religious holidays.
 - f. Other urgent personal responsibilities similar in significance to the types of matters referred to above — reason must be delineated by the personal leave applicant.
 8. Personal leave shall continue to be administered in compliance with the established quotas for schools or departments that were in effect at the time of the execution of this Agreement.
 9. Provision of paid leaves of absence from regular school, evening school, summer school, or other summer employment, due to deaths in the family, shall continue separate from personal leave, in accordance with administrative procedures in effect at the time of the execution of this Agreement and with the provisions of Article 151, Absence Due to Death in the Family.

**ARTICLE 147
CONVERSION OF UNUSED PERSONAL LEAVE TO SICK LEAVE**

Personal leave days that are not used by a teacher during a school year (or qualifying twelve-month anniversary period) shall continue to convert automatically to additional sick leave days on the last day of the employee’s anniversary month.

**ARTICLE 148
VACATIONS AND HOLIDAYS**

1. Federation-represented calendar-month, twelve-month professional personnel shall continue to be entitled to receive paid vacations annually in accordance with the Board’s vacation procedures applying to such professional employment classifications during the term of the previous Agreement and as provided for under applicable Vacation Articles contained in other Federation negotiated Collective Bargaining Agreements.
2. Federation-represented calendar-month, twelve-month school personnel shall be entitled to twelve (12) workdays off as holidays in any calendar year.
3. Federation-represented calendar-month, less-than-twelve-month school personnel, if any are properly so employed, shall be entitled to workdays off for all holidays occurring during those months of the year in which they are employed, regardless of whether any such holidays might fall on a Saturday or a Sunday.
4. The twelve (12) holidays referred to in Section 2. of this Article are the following:
 - New Year’s Day
 - Martin Luther King, Jr. Day
 - Good Friday
 - Memorial Day (last Monday in May)
 - Independence Day
 - Labor Day
 - Veterans Day
 - Thanksgiving Day
 - Day after Thanksgiving Day
 - *Workday before Christmas Day

Christmas Day

*Workday before New Year's Day

*When Christmas and New Year's fall on a Thursday, the Fridays following shall be recognized as these holidays.

5. In case any holiday falls on a Sunday, the Monday immediately following will be recognized as the actual holiday. In case any holiday falls on a Saturday, the Friday immediately preceding will be recognized as the actual holiday.
6. In situations where regular schools may be open on any day which would normally have been a holiday, the holiday may be moved to a compensatory day off or, in the case of calendar-month, twelve-month personnel, added as a vacation day.

ARTICLE 149 WORKERS COMPENSATION COVERAGE

The following provisions shall apply to Workers Compensation coverage for teachers:

1. A teacher shall in no event be paid an amount in excess of his/her full regular salary when receiving payments from any combination of Workers Compensation and sick leave. The teacher in utilizing sick leave under any of the following options shall expend sick leave at the rate of one-half (1/2) sick leave day for each day he/she receives full pay through a combination of Workers Compensation payments and sick leave payments.
2. A teacher who has a compensable disability and is eligible for Workers Compensation as provided by law:
 - a. May use any available sick leave for all the workdays he/she is absent. Upon return to work, the teacher shall have one-half (1/2) of the sick leave days he/she utilized while absent restored to his/her sick leave accumulation.
 - b. May use Workers Compensation payments only and forego any use of sick leave days. (No income taxes are deducted from Workers Compensation payments.)
 - c. May use sick leave until his/her sick leave days are exhausted and then switch to Workers Compensation payments only, or switch to Workers Compensation payments only at any time prior to exhausting all of his/her sick leave. In either event, the restoration of one-half (1/2) the number of sick leave days that the teacher has utilized still occurs only upon the teacher's return to active service.
3. Workers Compensation benefits from the first day of the occurrence of the Workers Compensation incident are the same regardless of which of the options the teacher may choose under Section 1. above. A teacher continues to be required to file a Workers Compensation claim in a timely manner.
4. The Board agrees to deduct Retirement System employee contributions from the Workers Compensation payments and also to make the Board's proper Retirement System employer contribution as permitted by law. Under the present pension law, a teacher may receive full Retirement System credit under this procedure for up to a maximum of one (1) full year.
5. Nothing in this Article shall be construed to provide any Workers Compensation or pension benefits of any kind which are in addition to or in excess of the maximum benefits under the pension and Workers Compensation laws of the Commonwealth of Pennsylvania.
6. If a teacher's compensable disability exceeds one (1) year, the returning teacher need not be returned to the same position in the same school or schools.
7. Pursuant to Section 306(f) of the Workers Compensation Act, employees who suffer a work-related injury must receive medical treatment at one of six agreed-to health care facilities for the first thirty (30) days of treatment, except when, in the case of an emergency, the initial treatment(s) has to be at the nearest medical facility. Notices identifying the designated facilities shall be posted in all work places. Nonpayment for services can result if treatment is rendered by a physician at a facility other than one of those which has been designated.

**ARTICLE 150
RETIREMENT CONSULTATION SERVICE**

The parties shall continue to cooperate with regard to the Federation-sponsored retirement consultation service.

**ARTICLE 151
MILEAGE ALLOWANCE**

1. The mileage reimbursement rate shall be the prevailing Commonwealth of Pennsylvania mileage reimbursement rate.
2. The procedures for administering mileage allowances shall continue as established by the Board with input from the Federation.
3. There shall be no change in the requirements for auto insurance coverage from those in effect during the term of the previous Agreement.

**ARTICLE 152
OTHER BENEFITS**

1. Retirement System Membership — Membership in the Pennsylvania Public School Employees' Retirement System shall continue as a teacher benefit provided by the Board to teachers throughout the term of this Agreement, in accordance with the provisions of applicable state law.
2. Social Security — Coverage under Social Security shall continue as a teacher benefit provided by the Board throughout the term of this Agreement, in accordance with the provisions of applicable federal law.
3. Sabbatical Leaves — See Article 33, Leaves of Absence Provisions, Section 12.
4. Provisions of the federal "Consolidated Omnibus Budget Reconciliation Act" (COBRA), shall continue in effect.

**ARTICLE 153
ANNUAL STATEMENT ON TOTAL COST OF FRINGE BENEFITS**

A statement of the School District's employer costs for employer-paid fringe benefits will be produced annually, with a breakdown of the costs for each benefit, and will be distributed to all teachers and other professional personnel. This will apply to all fringe benefits, including retirement and Social Security benefits, sick leave, and personal leave, and it will apply to supplemental contracts as well.

**ARTICLE 154
ABSENCE DUE TO DEATH IN THE FAMILY**

1. Teachers shall be paid full salary or wages for absence not to exceed four (4) workdays on account of the death of father, mother, brother, sister, husband, wife, child, son-in-law, daughter-in-law, or parent-in-law, whether such a relative was a member of the teacher's household or not. Pay for absence not to exceed four (4) workdays will also be made on account of the death of any other relative who was a permanent member of the teacher's household, or of any other person with whom said teacher has made his/her home. Teachers shall also be paid full salary or wages for absence not to exceed one (1) day to attend the funeral of a first cousin, grandparent, grandchild, brother-in-law, sister-in-law, aunt, uncle, nephew, niece, stepmother, stepfather, stepbrother, stepsister, half brother, or half sister. These relatives listed for one (1) day funeral absence shall include those who are relatives of the teacher's spouse. Death leave applies to the period at the time of death and funeral, and will be approved only for consecutive workdays. Not more than one (1) day may be taken before death and all days of leave must be within a calendar period of six (6) days.
2. These provisions shall apply to regular school, evening school, summer school, or other summer employment, in accordance with administrative procedures in effect at the time of the execution of this Agreement.

ARTICLE 155
CREDIT UNION SUMMER SAVINGS AND LOAN PAYMENT PLANS

1. The Board, upon proper authorization of the individual teacher, will continue to allow a payroll deduction for a summer savings plan with the Pittsburgh Teachers Credit Union.
2. The Board, upon proper authorization of the individual teacher, shall continue to permit a Credit Union payroll deduction for the purpose of repayment of Credit Union loans.
3. The Board, upon proper authorization of the individual teacher, shall permit a Credit Union payroll deduction for the purpose of participation in a Credit Union-sponsored Twelve-Month Pay Club, the purpose of which is to provide checks to participants during the summer.

ARTICLE 156
SCHOOL ACCOUNTABILITY PLAN

The school Accountability Plan, developed through the Professionalism and Education Partnership (PEP) process and implemented beginning with the 1998-99 school year, shall be cooperatively supported by the parties (PFT and School District).

ARTICLE 157
TERM OF THE AGREEMENT

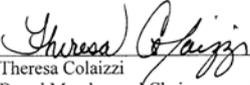
1. This Agreement shall be in effect from Sunday, July 1, 2007, until 11:59 p.m. on Wednesday, June 30, 2010. During the term of this Agreement, the Federation will not authorize, permit, or condone any work stoppage, slowdown, or other form of curtailment of effort, and the Board or its staff will not authorize or permit any lockout of Federation members or other persons covered by this Agreement.
2. The parties recognize that the ratification of this Agreement extends to thirty-four (34) years, February 1976 through June 2010, the time period during which there has been no strike nor any negotiations-imposed strike threat or deadline. This has assured and continues to assure both effective and uninterrupted education to students, to their parents and guardians, and to the entire citizenry of Pittsburgh.

IN WITNESS WHEREOF, the parties hereto have set their hands this 25th day of January 2008.

BOARD OF EDUCATION,
School District of Pittsburgh



William H. Isler
President of the Board



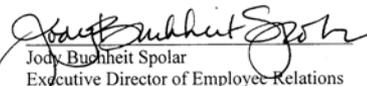
Theresa Colaizzi
Board Member and Chairperson of
Negotiations Committee



Mark Roosevelt
Superintendent of Schools and Secretary



Christopher M. Berdnik
Chief Financial Officer



Jody Buchheit Spolar
Executive Director of Employee Relations
and Organization Development

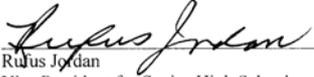


Michael A. Palombo
Special Labor Counsel

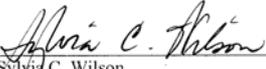
PITTSBURGH FEDERATION OF TEACHERS
Local 400, American Federation of Teachers,
AFL-CIO



John Tarka
President and Chief Negotiator



Rufus Jordan
Vice President for Senior High Schools



Sylvia C. Wilson
Secretary and Assistant to President



George J. Gensure
Parliamentarian



Nina Esposito-Visgitt
Vice President for Middle Schools



Mary VanHorn
Vice President for Elementary Schools



Stephen H. Jordan
Attorney for PFT

**MEMORANDUM OF UNDERSTANDING —
EDUCATION/TEACHER-PROFESSIONALISM/
PEER-INVOLVEMENT JOINT
SCHOOL DISTRICT-PFT-TEACHER PROJECT**

In September, 1988 the project was renamed "Pittsburgh Professionalism and Education Partnership (PEP)."

The Pittsburgh Federation of Teachers, on September 3, 1985, and the Pittsburgh School Board, on September 24, 1985, officially ratified a Memorandum of Understanding which extended,

with additions and changes, the provisions of the three existing PFT-School Board Collective Bargaining Agreements by two (2) years, i.e., from September 1, 1986, through September 4, 1988. The term of the resultant three extended Agreements runs from September 3, 1985, through September 4, 1988.

The various provisions of the Memorandum of Understanding have been incorporated appropriately into the three extended 1985-1988 Agreements. That Memorandum of Understanding is not reprinted here. Any dispute between the parties concerning a violation, interpretation, application, or meaning of any provision of the Memorandum of Understanding shall be settled by submitting the dispute to binding arbitration, utilizing the "Grievance and Arbitration Procedures" Articles of the three Collective Bargaining Agreements.

As a separate and vital component of the above-described Memorandum of Understanding, the parties agree that certain general "teacher professionalism/peer involvement" criteria and objectives constitute desirable concepts to be examined and, where agreement can be reached, to be implemented and developed within the Pittsburgh Public Schools.

- (1) Greater teacher professionalism and a strong, accepted professional role for practicing classroom teachers
- (2) A fundamental teacher role in staff development and in worthwhile in-service programs
- (3) Career-type, expanded professional responsibilities for continuing classroom teachers
- (4) Increased professional interaction among practicing classroom teachers
- (5) Teacher involvement in and responsibility for the induction of new teachers into the teaching profession
- (6) Encouragement, incentives, and recognition for teachers to continue throughout their professional careers to function in a teaching capacity with students, rather than to leave the classroom in order to achieve professional advancement, satisfaction, and recognition

In acting upon this mutual agreement on basic "teacher professionalism/peer involvement" principles, there will be a major "Teachers, Administration, Superintendent, PFT, School Board" committee approach to discussion of the following "education/peer involvement/teacher professionalism" matters. The initial discussion phase will take place in the 1985-86 school year, with mutually-agreed-upon changes to commence in the 1986-87 school year. Further discussions will occur during the 1986-87 school year if necessary.

- (1) Professional, staff-development/instructional-improvement/curriculum, and evaluation roles for teachers and other professional employees, including consideration in a nonbargaining context of the budget impact of same on administrator staffing requirements
- (2) Released time for department and instructional chairpersons and for similar-type teacher personnel at middle school and elementary school levels (for example, team leaders)
- (3) Teacher role in the induction of new teachers
- (4) Increased role of security-type personnel to assume greater responsibility in student discipline—pilot projects at Brashear High School, Arsenal Middle School, and other schools

- (5) Additional teacher time, especially for senior high teachers, for planning time, in-service, staff-development, and teacher-interaction opportunities
- (6) Teacher role in organization and direction of in-service and staff-development efforts and programs
- (7) Teacher in-service programs to include major, stimulating guest speakers and presenters
- (8) Professional roles and responsibilities of counselors, social workers, nurses, psychologists, and other professional-supportive personnel
- (9) Incentive pay for teachers with low or no sick leave use or other absences
Special Note — If no other agreement is reached as a result of discussions on this item, the Severance Plan improvements and changes provided for on page 5 of the full Memorandum of Understanding shall be implemented in full.
- (10) Computerization of grading, report cards, records, attendance, and scheduling
- (11) Expanded attention to student recruitment and pupil enrollment, and cooperation on attracting and retaining families with children as city residents
- (12) Increased attention to the interscholastic athletics program, for both boys and girls, in terms of the times and location of games and events and the visibility/access to parents, students, and the public, and the effect of same on attracting and retaining students in the schools and families in the city
- (13) Teacher employment procedures (i.e., consideration of improved or full salary-schedule-placement credit for prior teaching experience) and salary-schedule-placement procedures for teacher hiring in shortage areas, such as, chemistry, mathematics, physics, computer science, and foreign languages
- (14) Day-to-day substitute teacher pool, including consideration of higher pay for all day-to-day substitutes, with particular emphasis on the consideration of higher pay for those day-to-day substitutes who are designated for, agree to, and are assured of day-to-day substitute employment on all student days in the school year

Discussion of these preceding “education/teacher professionalism/peer involvement” items will be handled in a nonbargaining context. Mutually agreed upon changes which involve provisions of the existing Collective Bargaining Agreement for Teachers and Other Professionals (and/or of either of the other two existing Agreements), or which otherwise involve matters which are proper subjects for bargaining under Act 195 of 1970 during one Agreement period, will be amended into the successor Agreement.

MEMORANDUM OF UNDERSTANDING — PROFESSIONALISM AND EDUCATION PARTNERSHIP*

1. Memorandum of Understanding on Teacher Professionalism Project (TPP) shall be continued, and it shall be conducted under applicable provisions of the original September 1985 TPP Memorandum of Understanding but with certain additional and expanded operational features. In September 1988, the Project was renamed “Pittsburgh Professionalism and Education Partnership (PEP).”

The parties agree that PEP is a permanent process and structure and that it will continue to provide an ongoing opportunity for teachers and administrators to work together to advance the professionalization of teaching and to improve the education of all students.

To this end, the parties continue their agreement that the PEP process and structure will be maintained as follows:

- a. There will be three (3) divisions of topics/emphasis:
 - (1) Professional topics
 - (2) Educational topics
 - (3) Personnel, administrative, union, and management topics
- b. Involvement in the process by teachers and administrators will be fully maintained.

- c. The School Board President, School Board Labor Counsel, and PFT Labor Counsel will be ex-officio members of the Steering Committee.
 - d. The Steering Committee will be maintained at approximately 24 members plus ex-officio members.
 - e. A continuing objective of PEP will be to promote a much stronger understanding and communication among teachers, principals, and other administrators.
 - f. Original goals for teachers and teaching profession will be maintained in PEP.
 - g. PEP expands the collective bargaining process in a professional way and direction.
 - h. PEP enables items that have contractual implications/significance to be proposed for placement into the next Agreement after intensive participation and development by Sub-Committees and extensive consideration and consensus by the Steering Committee.
 - i. The parties agree to continue to examine the problem of finding a more convenient and acceptable time for SubCommittees to meet. Any reimbursement will apply to all participants, not just to teachers. Outside funding support for this will be sought.
2. PEP topics have included and continue to include:
- a.
 - (1) An extended high school day for students (3 or 4 days per week, but not on Teacher Interaction and Planning (TIP) time meeting days) to provide greater flexibility for the scheduling and taking of elective courses.
 - (2) Scheduling problems affecting students, particularly at high school level.
 - b. Office of Human Resources/PFT liaison/assistance/cooperation-communication
 - (1) Problems on communication, feedback, seniority honoring, etc.
 - (2) Seniority, teacher placements, transfers of teachers.
 - (3) Acknowledgement of applications; communication; feedback on disposition of applications.
 - (4) Hiring application by prospective new teachers.
 - c. Interview process for teacher transfers; involve teachers/Instructional Cabinet.
 - d. Semester program at high school level.
 - e. Amount/frequency of testing at elementary school level.
 - f. Teacher recruitment; teachers on School District recruiting teams.
 - g. Class size overview:
 - (1) Kindergarten and primary grades.
 - (2) Physical education class sizes and physical education program.
 - (3) Class size/effect on bridging racial gap in achievement.
 - (4) Ninth grade teaching load/class size.
 - (5) CAS factors/considerations.
 - (6) Split grades classes.
 - h. Expanding athletics and intramurals; funding for athletics; continuation of existing athletics task force; additional assistant coaches; additional athletics facilities.
 - i. Vocational/career courses/programs (for public and private sector opportunities); special approaches such as after school and summer programs.
 - j. Textbook selection and teacher participation in and professional role in process.
 - k. Making instructional teacher leader process work; balance between teaching methods emphasis and subject/content emphasis.
 - l. Teaching special education children in elementary schools; teaching special education children in mainstream classes.
 - m. Homeroom structure and utilization to advance personalization with students, particularly with at-risk and below-average achieving students.

- n. Replacement of nonprofessional duties/duty period for teachers by professional functions/responsibilities; utilization of nonprofessional personnel to handle duty-type assignments.
- o. Development of special personnel concept: category of school personnel having security responsibilities and expanded student discipline responsibilities.
- p. Approaches to offering and staffing early childhood and pre-primary programs.
- q. Examination of teacher resource periods and/or other approaches for providing some period(s) during each school month in elementary schools to enable elementary teachers to participate in teacher center follow-up activities, to engage in peer observation efforts, and to undertake similar types of professional activities.
- r. Trips and engagements by school music/performing groups; special sports requests at a school(s):
 - (1) Consideration of requests for School District funding, or partial funding, of approved trips and/or performances/programs that are undertaken by individual school bands, orchestras, and other performing groups.
 - (2) Consideration of requests from a school(s) that additional athletics opportunities, beyond those sports already provided by the Board, be made available for students.
- 3. New topics may be added to PEP by mutual consent. If topics are added, they then become subject to general provisions of the PEP Memorandum of Understanding as do the topics added above.
- 4. Place already-agreed-upon PEP language and related changes into the new Professional Agreement.
- 5. Parties will attempt to provide time and compensation for PEP to meet in summer and/or on Saturdays. Outside funding will be sought for this purpose.

*Revised January 1995

MEMORANDUM OF UNDERSTANDING PROFESSIONALISM AND EDUCATION PARTNERSHIP (PEP) AGENDA ITEMS

The following items have been identified as having mutual importance to the District and the Federation during the negotiations for the collective bargaining agreement effective July 1, 2005 – June 30, 2007. Accordingly, they are proposed to be addressed as indicated below.

Instructional Teacher Leaders

No change in existing language through June 30, 2007. The ITL program shall be identified as an agenda item for the Professionalism and Education Partnership (PEP), with the goal of enhancing the effectiveness of the ITL program and implementing changes at the start of the 2007-2008 school year.

Incentives to Work at Low Performing Schools

The development of incentives to work at low performing schools shall be identified as an agenda item for the Professionalism and Education Partnership (PEP), with the goal of implementing incentives for the start of the 2007-2008 school year.

Instructional Time

The parties recognize instructional time is essential to student achievement and that developing strategies to increase it is desirable. Accordingly, this will be a Professionalism and Education Partnership (PEP) agenda item to be addressed in good faith by the parties.

Internal School Restructuring

No change in the existing language through June 30, 2007. Article 50 is identified as an agenda item for the Professionalism and Education Partnership (PEP).

**MEMORANDUM OF UNDERSTANDING —
ONGOING PROFESSIONAL ACTIVITIES
JOINTLY SUPPORTED BY THE PARTIES**

1. The parties reassert their commitment to the Pittsburgh Professionalism and Education Partnership (PEP) between the PFT and the School Board/School District and to the teacher-administrator Grass Roots Committees in operation at the three school levels, both of which address professional and educational matters in the School System on a year-round basis.
2. The PFT will continue and expand its Educational Research and Dissemination (ER&D) program for teachers, a program developed and counseled by the American Federation of Teachers (AFT). The PFT has been sponsoring and conducting ER&D for teachers in the Pittsburgh Public Schools, with the cooperation of the School District and its administration, since the 1989-90 school year.

**MEMORANDUM OF UNDERSTANDING —
PROFESSIONAL DEVELOPMENT DAYS**

A mandatory pro-rata professional development day may be added at the start of the teacher work year, at the District's discretion.

**MEMORANDUM OF UNDERSTANDING —
HEALTH INSURANCE CARRIER AND FUNDING**

1. Highmark Blue Cross/Blue Shield shall continue as the single health insurance carrier at least through calendar year 2005.
2. Addressing whether to continue "fully-insured Highmark BC/BS coverage" or to convert to "self-insured Highmark BC/BS coverage" [i.e., an Administrative Services Contract (ASC) with Highmark]:
 - a. The PFT agrees either to continue "fully-insured Highmark BC/BS coverage" or to convert to "self-insured Highmark BC/BS coverage," whichever the School District determines, following negotiations with Highmark by the School District with the participation of the PFT.
 - b. In the event of a changeover from fully-insured Highmark BC/BS coverage" to "self-insured Highmark BC/BS coverage," the parties (PFT and PPS) agree that the total dollar and/or percentage share of premiums for the various coverages in all three (3) Highmark Health Care Plans (HMO, POS, and PPO) that will be paid by teachers/professionals following such a changeover shall be equivalent to the dollar and/or percentage amounts which are paid by teachers/professionals under "fully-insured Highmark coverage." This agreement includes the formulae which apply to the year-to-year sharing of premium increases (or decreases) between the School District and the insureds.
 - c. The parties (PFT and PPS) agree that for any conversion to self-insured health care coverage (ASC) with Highmark that takes effect for the start of calendar year 2004 or at any point during calendar year 2004, the teacher/professional employee contribution amounts toward each of the three (3) Highmark Health Care Plans (HMO, POS, and PPO) for the entire 2004 calendar year under such a newly-adopted ASC will be the exact same employee contribution amounts that would have applied under fully-insured Highmark health care coverage for calendar year 2004.

**MEMORANDUM OF UNDERSTANDING —
PFT/SCHOOL DISTRICT HEALTH CARE COST
CONTAINMENT COMMITTEE**

The Federation and the School District recognize that health care cost containment is of mutual importance to both parties. Accordingly, a collaboration on health care cost containment shall be established.

The committee will meet on no less than a quarterly basis, but more frequently if needed. To the extent the committee is able to reach agreement on health care issues, such agreement shall be reduced to writing and recommended for consideration by the Superintendent and the Board of Directors.

The committee shall convene immediately upon ratification of the contract settlement and shall be comprised of an equal number of PFT and School District representatives, unless mutually agreed otherwise. The first issue to be considered by the parties shall be the possibility of introducing a new PPO plan in consideration of the elimination of the POS plan effective January 1, 2007.

Both parties may submit issues for deliberation by the committee.

MEMORANDUM OF UNDERSTANDING — SPECIAL EDUCATION/INCLUSION

1. The Board and the Federation agree that for the inclusion process to continue to be effective in Pittsburgh requires that the procedures already in place and the support services currently provided be maintained.
2. Every effort should continue to be made to provide regular education and special education teachers with the much needed collaboration and/or common planning time in order to plan and modify instruction, prepare and modify assessments and to analyze data.

MEMORANDUM OF UNDERSTANDING — Emotional Support Programs and Services

The Board and the Federation agree that the Board will continue to pursue all Bureau of Special Education/PA Department of Education funding, private sector grant funds and Medicaid/ACCESS funds in order to continue to expand the Emotional Support Therapeutic Classroom model. This model provides for a special education teacher, a para-educator and a full-time mental health therapist in the District's part-time Emotional Support classrooms. Currently, this model exists in two high schools, 10 middle schools and six elementary schools. The Board and the Federation agree that this model has been proven effective in supporting both the academic and behavioral needs of the students assigned to these classrooms, and there is a desire by both parties to continue to expand this model to all Emotional Support programs, K through 12, in the District.

MEMORANDUM OF UNDERSTANDING —

1. STUDENT DISCIPLINE/DETENTION SYSTEM

Should a school or schools decide to implement a student detention program, the parties will discuss the provisions necessary to support such a program. It is recognized that any provisions to operate such a program which have financial impact will be subject to the Board's agreement.

2. TUTORIAL/HOMEWORK ASSISTANCE PROGRAM

Should a school or schools decide to implement a tutorial/homework assistance program, the parties will discuss the provisions necessary to support such a program. It is recognized that any provisions to operate such a program which have financial impact will be subject to the Board's agreement.

3. SCHOOL NURSES, DENTAL HYGIENISTS, HEALTH PARTNERSHIPS

The School District and the Federation agree to work together to make the health partnerships continue to serve the direct interests and well being of the children served by the schools. The parties agree that it is the aim of the partnership to provide assistance to nurses and dental hygienists, in order to relieve them of nonprofessional functions and thereby to augment their opportunities to provide essential health and dental professional services directly to students. The parties further agree that this whole undertaking is not geared to reduce the number of nurses/nurse practitioners nor to reduce the number of dental hygienists, but rather to enable these professionals to better meet the health and dental needs of their student clients.

STAFF SELECTION PROCESS; IMPLEMENTATION OF PILOT MODEL; CONTINUED REVIEW AND DEVELOPMENT BY PEP

The parties agree to continue, via the PFT/School District "Professionalism and Education Partnership" (PEP) process and through the PEP Steering Committee, the development of a revamped process for staff selection at schools. Further, a good-faith effort will be made by the parties to conclude the development of that revamped process during the 2000-01 school year. Any revamped staff

selection process shall include a provision for input from schools regarding their recommendations to the Office of Human Resources for the placement of teachers who are transferring from one teaching position to another.

1. The PEP “Site-Based Staff Selection Subcommittee” and the PEP Steering Committee will finalize, as a pilot, the Staff Selection Model that has already been developed for pilot implementation beginning in the spring of 2001. The pilot will be implemented in no less than twenty (20) schools and no more than twenty-five (25) schools, and it will apply to vacant staff positions at those schools for the 2001-02 school year. Specific schools and levels will be determined by the PEP “Subcommittee,” with first preference being given to schools which volunteer to participate in the pilot.
2. Any revamped Staff Selection Model, whether a pilot or a full-scale implementation, will include a provision for the direct participation of teachers, together with the principal, in the process of determining which teacher(s) should be recommended to the Office of Human Resources for placement in any position(s) that are vacant at a school where the Staff Selection Process is being utilized.
3. Any revamped Staff Selection Model, whether a pilot or a full-scale implementation, will include the following provisions:
 - a. Continuation of the existing interview process applying to new teachers.
 - b. Continuation of the existing interview process applying to new schools and to schools whose status has been completely changed.
 - c. Placement in a regular teaching position at some school of teachers who may be involuntarily transferred due to being excessed from a school, regardless of their participation in any interview process at a school(s).
 - d. Entitlement of teachers to return, without any interview, to a former school from which they had earlier been excessed, so long as they make application to return and fill the first vacancy at that school in the area of certification in which they had previously taught.
 - e. Continuation of the cooperative interaction and work relationship between the PFT and the Office of Human Resources on teacher placements and on the monitoring of any overall teacher placement/Staff Selection Process.
4. As part of any pilot and of any finalized Staff Selection Process, the site-based team will include the PFT building representative or his/her designee and at least one (1) elected ITL.
5. During the 2001-02 school year, the Staff Selection Model will be revised to reflect what has been learned from the pilot in order to improve its design.
 - a. Thereafter, the model, when mutual agreement and consensus can be reached between the two parties to the PEP process, will be fully implemented throughout the School District, beginning with the staffing process for the 2002-03 school year.
 - b. If no such agreement and consensus are able to be reached, then the first-year pilot, with any mutually agreed upon revisions, shall be implemented again for a second year, and may be expanded if the parties mutually agree. In this case, the second-year pilot, subject to a consensus approval by the PEP Steering Committee, will become the model for a full-scale Staff Selection Process covering all schools, which would become operative for the 2003-04 school year.
6. The Staff Selection Team must interview the top 25% of the most senior applicants along with 25% of the applicants who are displaced and are selected at random by Human Resources (reduced by any who are already part of the senior applicant pool to be interviewed). If the Staff Selection Team wishes to interview more applicants, then they must interview all the applicants. As an alternative, the Staff Selection Team always has the choice to opt out of the process and select the most senior applicant.

This provision shall not apply to positions that have ten applicants or fewer. In those cases, the team may select the most senior applicant or all applicants must be interviewed.

Process:

- a. Staff Selection Teams may select the most senior person without an interview.

- b. Teams interview the most senior and displaced applicants in accord with the percentages stated in the proposal.
- c. If a candidate is not selected through the process identified in b., the team must then interview all of the rest of the candidates.

STAFF SELECTION PROCESS: REFINEMENT OF MODEL

It is agreed that the Pittsburgh Board of Education will facilitate a meeting of PFT and PAA representatives to refine the Staff Selection Process. The agenda for the meeting shall be the discussion and resolution of the following issues:

- (1) Uniformity in the Staff Selection Process;
- (2) Development of a rubric for Staff Selection;
- (3) Identification of interview process; and
- (4) Notification of applicants.

The parties shall report their understandings within ninety (90) days of the January 25, 2008 ratification date and the District will integrate those agreed-upon items into a revised Memorandum of Understanding on Staff Selection.

**SALARY SCHEDULE PLACEMENT FOR NEWLY HIRED TEACHERS;
SETTLEMENT OF “MIFFLINBURG” ARBITRATION CASE**

This Memorandum deals with salary schedule placement for newly hired teachers at the time of their employment with the Pittsburgh School System, but particularly deals with teachers who were rehired following a break in their Pittsburgh service as well as any teachers who may be rehired in the future.

- 1. With regard to teachers who had previously taught in the Pittsburgh School System, had a separation in service, and then were rehired:
 - a. If a teacher who formerly had taught in Pittsburgh and then resigned is subsequently rehired, such a teacher shall be given full year-for-year credit for the teacher’s previous teaching service in Pittsburgh when being placed on his/her applicable professional salary schedule at the time of rehire.
 - b. The parties agree to amend the 1992 “Salary Calculation Guide for Newly Hired Teachers and Other Professionals with Prior Service in the Pittsburgh Public Schools,” in order to comply with Section 1.a. above and with existing law (since January 28, 1999) in Pennsylvania.
- 2. Teachers who served as full-time substitutes in Pittsburgh and who are then hired as regular teachers shall also continue to receive salary schedule credit for their previous full-time substitute teaching service, in accordance with the 1992 “Salary Schedule Placement Guide” applying to newly hired teachers and other professionals who had prior Pittsburgh experience and in accordance with said “Guide” as it may be amended, through mutual agreement of the parties, during the 2000-01 school year or in a future school year(s).
- 3. The 1992 “Salary Calculation Guide for Newly Hired Teachers and Other Professionals” who had not previously taught in Pittsburgh shall continue unchanged and unamended, unless the parties mutually agree otherwise in the future.
- 4. The above provisions, Sections 1., 2., and 3. shall not require any retroactive adjustments in salary schedule placements for teachers nor any retroactive salary payments to teachers. Section 5. below, particularly Subsections a.(1) and a.(2), addresses the limited and only situation(s) wherein retroactivity of any kind does apply.
- 5. As part of this new Collective Bargaining Agreement, the parties agree to resolve the pending Mifflinburg arbitration case, filed in early 1999 by the PFT with the School District, in the following manner:
 - a. Teachers who were rehirees to the School District and who were not at the correct step of their professional salary schedule (generally, the top step of the salary schedule) as of January 29, 1999:

- (1) Shall retroactively be placed at the top salary schedule step or at their correct salary schedule step, whichever applies, effective on that date (January 29, 1999).
 - (2) Shall be entitled to retroactive pay, from that date to the present or from that date until the time when they would have reached the top salary schedule step (if that would have been at some point between January 29, 1999, and the ratification date for this Agreement).
- b. Such teachers shall not be eligible for, nor entitled to, any retroactive pay prior to that date, i.e., prior to January 29, 1999.
 - c. Such teachers may have resigned from the School System at any time in the past, including prior to 1988, but would have had to be rehired at some time in the 1990's or in the year 2000.
 - d. This settlement and any retroactive pay do not apply to any teacher rehiree who was at the top of the salary schedule as of January 29, 1999, or at any time previous to that date, even though such a teacher rehiree may not have been correctly placed on the salary schedule at the time when he/she was rehired – in terms of the subsequent “Mifflinburg” case ruling in Pennsylvania (January 28, 1999, PA Supreme Court ruling). Any such teacher rehirees are not entitled to any retroactive pay, as per various arbitration decisions throughout the Commonwealth and with the acknowledgement of, and concurrence in, this clear fact by the PFT.
 - e. This settlement and any retroactivity have no application to any rehired teacher who is now retired from the School System or who is otherwise no longer employed by the School System.
 - f. This settlement means that there shall be no additional sick leave restoration to that already provided under Article 130, Severance Pay, Section 8.b.
 - g. Other issues involved in the Mifflinburg matter and in Mifflinburg-related matters, such as, previous full-time substitute service and salary schedule placement for future teacher rehirees, are covered in Sections 1. and 2. above.
 - h. It is agreed also, as part of this final settlement, that the eleven (11) teacher names which the parties have on record as of the time of this arbitration settlement constitute the complete and final list of eligible rehired teachers.

**SUPPLEMENT TO ARTICLE 47
MIDDLE SCHOOL DAILY SCHEDULE
SPECIAL MIDDLE SCHOOL DAILY SCHEDULE**

This Supplement describes a middle school special eight (8) period daily schedule developed during a special negotiations in 1991 and 1992, which has not been able to be implemented since that time but which remains an option should the parties mutually agree to put it into effect in the future.

1. The eight (8) period middle school schedule of seven (7) class periods, one (1) lunch period, and one (1) homeroom period for all students shall be structured as follows:

	Monday, Tuesday, Thursday, Friday,		Wednesday
Arrival time for teachers and start of planning time on any day when there is morning planning time	7:20 a.m.		7:20 a.m.
Arrival time for teachers on any day when there is no morning planning time	7:50 a.m.		7:50 a.m.
Teachers in homeroom	7:55 a.m.		7:55 a.m.
HR (20 min.)	8:00 to 8:20	HR (35 min.)	8:00 to 8:35*
1 (45 min.)	8:23 to 9:08	1 (45 min.)	8:38 to 9:23
2 (45 min.)	9:11 to 9:56	2 (45 min.)	9:26 to 10:11
3 (45 min.)	9:59 to 10:44	3 (45 min.)	10:14 to 10:59

Lunch Periods:			
4 (45 min.)	10:47 to 11:32	4 (45 min.)	11:02 to 11:47
5 and 6 or			
5 (45 min.)	11:35 to 12:20	5 (45 min.)	11:50 to 12:35
4, 5, and 6			
6 (45 min.)	12:23 to 1:08	6 (45 min.)	12:38 to 1:23
7 (45 min.)	1:11 to 1:56	7 (45 min.)	1:26 to 2:11
8 (45 min.)	1:59 to 2:44	8 (45 min.)	2:14 to 2:59
Departure time for teachers	2:49 p.m.		3:04 p.m.

*Extended homeroom

- The three (3) weekly planning times for teachers can continue to be scheduled in the morning, unless the faculty and principal at a particular middle school choose an after school planning time(s).
- The use of this extended homeroom period each Wednesday in a manner that will best benefit the needs of homeroom students will be determined by the Instructional Cabinet and faculty at each middle school.
- The teacher lunch period is one (1) forty-five (45) minute period. The teacher preparation period is one (1) forty-five (45) minute period.
- This middle school time schedule could be moved by a few minutes either to a later or to an earlier starting time at a middle school(s), due to bus scheduling needs, but the total length of the days will continue to be identical to the length of the days as delineated above.
- If there is a need for any eight (8) hour day individual teaching schedule(s) ninth period class(es) for a teacher(s) at a middle school(s), all applicable senior high school eight (8) hour day teaching schedule provisions shall be applied.

SUPPLEMENT TO ARTICLE 48 HIGH SCHOOL DAILY SCHEDULE, SPECIAL HIGH SCHOOL DAILY SCHEDULE

This Supplement describes a high school special nine (9) period daily schedule developed during a special negotiations in 1991 and 1992, which has not been able to be implemented since that time but which remains an option should the parties mutually agree to put it into effect in the future.

- The nine (9) period high school daily schedule of eight (8) class periods, one (1) lunch period, and one (1) homeroom period for all students shall be structured as follows:

	Monday, Tuesday, Thursday, Friday	Wednesday
Arrival time for teachers on first teaching or work shift and on entire 9 period day	7:25 a.m.	7:25 a.m.
Teachers in first period classroom	7:30 a.m.	7:30 a.m.
Arrival time for teachers on second teaching or work shift is 8:14 a.m.	1 (44 min.) 7:35 to 8:19	1 same
HR	(15 min.) 8:24 to 8:39	HR same
	2 (44 min.) 8:44 to 9:28	2 same
	3 (44 min.) 9:33 to 10:17	3 same
Lunch periods:	4 (44 min.) 10:22 to 11:06	4 same
5 & 6 or 4, 5, & 6 or	5 (44 min.) 11:11 to 11:55	5 same
5, 6, & 7	6 (44 min.) 12:00 to 12:44	6 same
	7 (44 min.) 12:49 to 1:33	7 same
Departure time for	8 (44 min.) 1:38 to 2:22	8 same

teachers on first teaching or work shift is 2:25 p.m., except on TIP Wed.	9 (55 min.) 2:27 to 3:22	No 9th period — TIP time 2:25 p.m. to 3:25 p.m. (1 hour)
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Departure time for teachers on second teaching or work shift and on entire 9 period day	3:25 p.m.	3:25 p.m.
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2. The above schedule includes:
 - (a) A first teaching or work shift of four (4) days of seven (7) hours and one (1) day of eight (8) hours, which totals thirty-six (36) hours per week.
 - (b) A second teaching or work shift of five (5) days of seven (7) hours eleven (11) minutes, which totals thirty-five (35) hours and fifty-five (55) minutes per week.
 - (c) A nine (9) period teaching or work schedule of five (5) days of eight (8) hours, which totals forty (40) hours per week.
3. The teaching or work shifts may include some teachers on first teaching or work shift, other teachers on second teaching or work shift, and some teachers' teaching or work schedules to span the entire nine (9) period day. A teacher whose teaching schedule necessarily must span the eight (8) hour day, i.e., whose schedule necessarily involves a period 1 and a period 9 class, shall be on the eight (8) hour day schedule.
4. The teaching or work schedule for all those teachers on one (1) teaching or work shift is as follows:
 - 5 teaching periods (each 44 minutes in length)
 - 1 homeroom period (15 minutes in length)
 - 1 duty period (44 minutes in length)
 - 1 lunch period (44 minutes in length)
 - 1 preparation period (44 minutes in length)
5. The teaching or work schedule for those teachers on the nine (9) period eight (8) hour day schedule is as follows:
 - 5 teaching periods (each 44 minutes in length)
 - 1 homeroom period (15 minutes in length)
 - 1 duty period (44 minutes in length)
 - 1 lunch period (44 minutes in length)
 - 2 preparation periods (44 minutes in length) or 1 preparation period (44 minutes in length) and 1 mentoring/tutoring period (44 minutes in length) for those receiving the extended teaching day differential
6. Those teachers whose teaching or work schedule spans the entire nine (9) period day either would be guaranteed two (2) preparation periods per day with:
 - a. One (1) preparation period contiguous with their lunch period and one (1) of the two (2) preparation periods guaranteed every day at the time when the preparation period is regularly scheduled, i.e., not subject to loss of preparation period for class coverage, or
 - b. They would receive the extended teaching day differential and would have one (1) preparation period per day, one (1) duty period per day, and one (1) mentoring/tutoring period per day. Any eight (8) hour day teacher wishing to choose this second option shall be able to do so.
7. All teachers whose teaching or work schedules span the entire nine (9) period day shall be guaranteed five (5) teaching period schedules, with the following exceptions:
 - a. Except as provided under Article 46, Secondary School Teaching Schedules and Teaching Day, Section 1.b.
 - b. Unless the teacher elects to teach six (6) periods in lieu of a duty period, a mentoring/tutoring period, or a study period.

8. All provisions of Article 46, Secondary School Teaching Schedules and Teaching Day, dealing with secondary school teaching schedules and exceptional teaching schedules shall continue to apply.
9. Teachers who work between two (2) schools and those who are half-time or part-time teachers shall be proportionally and equitably covered by all of these provisions.
10. In order to reduce the size of homerooms and enhance the opportunities for personalization efforts with individual students during homeroom time, all teachers, including Instructional Teacher Leaders (ITLs), will have homerooms. In some cases and only if it is unavoidable, two homerooms may be assigned within one classroom, with one teacher per homeroom. To the extent that it is either not necessary or not possible to assign a homeroom(s) to any teacher(s), the first preference for not being assigned a homeroom(s) shall go to a teacher(s) having a six (6) teaching period schedule(s), unless such a teacher(s) requests a homeroom assignment.

The parties agree to examine both the feasibility and the desirability of extending homeroom responsibilities to other nonteaching professionals within the school.

11. Provisions regarding ITLs are as follows:
 - a. Senior high ITLs will work the entire 9 period/8-hour day schedule and will receive the extended teaching day differential.
 - b. With the extra period in the day, not counting the lunch period, there will be less released time from teaching in an ITL schedule than was previously the established practice. ITLs will have either four (4) teaching periods or five (5) teaching periods, determined as follows:
 - (1) Those ITLs who formerly, under the ITL teaching periods formula, taught fewer than four (4) classes will teach four (4) classes.
 - (2) Those ITLs who formerly, under the ITL teaching periods formula, taught four (4) classes will teach five (5) classes.
 - (3) Those ITLs who formerly, under the ITL teaching periods formula, taught five (5) classes will continue to teach five (5) classes.
 - c. The schedule for ITLs, therefore, is as follows:
 - (1) One 15-minute homeroom period
 - (2) One 44-minute preparation period
 - (3) The applicable number of 44-minute ITL periods
 - (4) One 44-minute lunch period
 - (5) One ITL period rather than a duty period.
 - d. ITLs having the smaller configurations of teachers and already (i.e., during the 1991-92 school year) no released time from the normal five (5) teaching period schedule shall not necessarily be assigned the eight (8) hour schedule. "Smaller configurations" mean five (5) or fewer teachers including the ITL. Such ITLs, if any, would have to be placed on the second teaching or work shift, unless they choose placement on the first teaching or work shift.
 - e. Senior high ITLs would be responsible for internal school restructuring activities and implementation, for observations or conferences, for working with teachers experiencing difficulties, for working with new teachers, for planning and conducting Teacher Interaction and Planning (TIP) time, for Instructional Cabinet meetings and functions, for assuring the review of individual student progress, for grouping and regrouping students, and for all established ITL responsibilities already in effect.
 - f. Senior high ITLs would be obligated to attend ITL meetings at their schools, including meetings that occasionally may extend beyond the eight (8) hour day schedule. This would be part of their regular responsibilities and not subject to added compensation.
 - g. Senior high ITLs, as part of their responsibilities, would be obligated to attend a maximum of four (4) system-wide ITL meetings (meetings extending beyond their own school) each school year. Such meetings would begin prior to the end of the regular workday but could extend beyond the normal end of that workday, or such meetings could be on inservice

days or on a meeting day(s) or partial meeting day(s), as such are provided or made available under the Agreement.

- h. If senior high ITLs meet during the summer for three (3) or more days, they would be paid pro rata if they are, because of the summer ITL work, unavailable for summer school teaching or at the workshop rate if they are available for summer school teaching. Attendance at meetings during the summer of less than three (3) days will be optional, will be paid at workshop rate, and will not be scheduled to conflict with summer school.
12. High school librarians shall be on the eight (8) hour day schedule.
13. Teacher schedule and teaching or work shift preferences shall continue to be honored under the provisions of Article 51, Teacher Scheduling. The principal and ITLs will continue to work cooperatively in the development of teaching or work schedules.

**MEMORANDUM OF UNDERSTANDING
PSERS CLASSIFICATION FOR ADJUNCT TEACHERS
PITTSBURGH FEDERATION OF TEACHERS
PITTSBURGH SCHOOL DISTRICT/EMPLOYEE RELATIONS**

The parties will continue their already underway effort to have half-time adjunct teachers classified as “part-time salaried” personnel — insofar as PSERS service credit and reporting are concerned. If this is able to be done, it would augment adjunct teachers’ pension system credit and maximize the computation of the ultimate pension entitlement for half-time adjunct teachers. (Currently, these adjunct teachers are designated as “part-time hourly” personnel. This change, if it were to become effective, would give adjunct teachers slightly more than 50% service credit in PSERS for each year worked.)

1. This change, if it can be made under PSERS rules applying to such matters, will be implemented, on a prospective basis only, as early as the start of the second semester of the 2000-01 school year.
2. The School District, with the continued support and assistance of the PFT, will request that PSERS make the conversion retroactive to the date of original employment for each affected adjunct teacher, provided that such retroactivity does not have any cost to the School District for converting previous adjunct service to a “part-time salaried” status for PSERS purposes. The parties recognize that the retroactive aspect of this PSERS classification agreement, if it can be accomplished, will take some time to implement.

**SPECIAL ADDENDUM TO ARTICLE 136
TEACHER-RETIREE GROUP HEALTH CARE AND
MEDICARE-SUPPLEMENT PROGRAM**

Article 136 Post-Retirement Health Care Coverage Program as Applied to Pre-Age-65 PSERS Disability Retirees — Provisions Affecting Teachers/Professionals on PSERS Disability Retirement Who Become Eligible for and Receive Medicare via Social Security Disability

The following provisions shall apply to a teacher who takes a PSERS disability retirement, subsequently becomes eligible for Social Security disability benefits, and, after receiving such Social Security disability benefits for a period of two (2) years, becomes eligible for and receives Medicare:

1. The Medicare-Supplement annual payment provided by the Board under Article 136, Teacher-Retiree Group Health Care and Medicare-Supplement Program, applies only to individuals age 65 or older, regardless of the type of retirement that is involved. Under no circumstances is this Medicare-Supplement annual payment made to individuals on PSERS disability retirement who are under the age of 65.
2. The individual retiree health care coverage premium reimbursement provided by the state/PSERS (currently \$1,200/\$660/year) shall continue to apply to all PSERS disability retirees, as per state requirements (Act 23 of 1991) and Article 136, Teacher-Retiree Group Health Care and Medicare-Supplement Program, Sections 8 and 9.
3. PSERS disability retirements, where no Social Security disability and no Medicare are involved, are unaffected by the revised/clarified provisions which follow. They shall continue to be handled with regard to post-retirement health care coverage in the same manner as they have been

handled in the past, pursuant to Article 136, Teacher-Retiree Group Health Care and Medicare-Supplement Program.

4. PSERS disability retirees who become eligible for and receive Social Security disability benefits shall be subject to the following provisions, as applicable. [Once a PSERS disability retiree applies for and begins receiving Social Security disability, he/she shall be required to apply for individual Medicare coverage at whatever time he/she becomes eligible for such Medicare coverage, normally two (2) years after going on Social Security disability.]
 - a. In the case of an individual who has no spouse and no dependents who are eligible for health care coverage, he/she shall no longer be in any Board health care group once Medicare coverage is available and being received, normally after two (2) years of receiving Social Security disability benefits.
 - (1) Once the individual is receiving Medicare, he/she shall remain under Medicare coverage. He/she shall continue to receive the annual health care coverage reimbursement from the state, currently \$1,200/\$660/year, pursuant to provisions of that state-provided program.
 - (2) At the age of 65, such an individual shall become eligible for the annual Board reimbursement for Medicare-Supplement coverage, as per the applicable provisions of Article 136, Teacher-Retiree Group Health Care and Medicare-Supplement Program. Employees with an effective retirement date on or after July 1, 2008, shall not be eligible for post-age 65 reimbursement.
 - b. In the case of an individual with a spouse and/or dependents, the former employee shall no longer be in any Board health care group once Medicare coverage is available and being received, normally after two (2) years of receiving Social Security disability benefits. (The individual does retain entitlement to the annual Board group payment toward Medicare-Supplement coverage, commencing at age 65.) The spouse and/or dependents of the former employee shall be eligible to continue in a Board health care plan if the spouse does not have similar health care coverage through another employer or source. The former employee and his/her spouse shall be required to sign annually a Board-provided affidavit verifying that similar health care coverage is not available through another employer or source. ("Similar" means at least similar to the Board HMO plan.)
 - (1) The spouse and/or dependents shall remain in the HMO plan or pay the difference in cost between the HMO plan and the plan they were in at the time of the former employee's retirement.
 - (a) If the former employee took the PSERS disability retirement at age 50 or older, the spouse and/or dependents can remain in a Board health care group until the former employee turns age 65. They must elect the HMO plan or pay the difference between the HMO plan and the plan they had at the time the former employee retired. When the former employee turns age 65, traditional COBRA payments for spouse and/or dependents shall commence (the Board no longer contributes toward premium costs).
 - (b) If the former employee took the PSERS disability retirement under the age of 50, the spouse and dependents can remain in a Board health care group for 15 years after Medicare coverage commences, but never beyond the retiree's reaching age 65, under the payment plan described above. After that 15 years, traditional COBRA payments begin (the Board no longer contributes toward premium costs).
 - (2) Note: Except for any COBRA entitlements, all coverages for spouse and/or dependents under the Article 136, Teacher-Retiree Group Health Care and Medicare-Supplement Program, Section 7., post-retirement health care coverage program continue to terminate with the death of the retiree, except when the spouse is also a covered teacher retiree. Any COBRA entitlements after the death of the retiree are without Board contribution toward premium costs.

MEMORANDUM OF UNDERSTANDING JANUARY 25, 2008

The Union proposes extending health care benefits to same-sex domestic partners. The Union noted correctly that same-sex marriage is not legally recognized in Pennsylvania and sought a manner of extending benefits to same-sex couples who qualify as domestic partners as defined by the parties.

The District proposed revision to the part-time health care provisions of the collective bargaining agreement and also proposed the introduction of dependent eligibility audits for any and all active and retired insureds.

The District and the Federation have discussed the issues raised by the proposal and have reached agreement on the criteria for establishing qualified domestic partnership; the conduct of active and retiree dependent eligibility audits; and the impact of any determination that the extension of benefits under this Memorandum of Understanding is contrary to law. Those understandings are set forth below:

1. The collective bargaining agreement shall be revised as may be required to confirm extension of health care benefits to qualified domestic partners.
 - A. Qualified domestic partners of unit members eligible for coverage under the group health care plans shall be entitled to the same benefits as are available to the spouses of bargaining unit members covered by the agreement in effect between the Pittsburgh Federation of Teachers, Local 400, and the Pittsburgh Board of Public Education. To be eligible for coverage as qualified domestic partners, the bargaining unit members must complete and file with Human Resources an affidavit of a qualified domestic partnership in which they attest that:
 - i. Both parties are a minimum of eighteen (18) years of age and mentally competent at the time of application for benefits;
 - ii. Neither party is married or the domestic partner of another person;
 - iii. The partners are not related by blood to a degree that would otherwise bar marriage in Pennsylvania;
 - iv. The partners acknowledge that they have entered into the relationship voluntarily, willfully, and without reservation intending the relationship to be the functional equivalent of marriage, including: living together as a couple, mutual financial support, mutual caring, and commitment, mutual fidelity, and mutual responsibility for each other's welfare;
 - v. The partners have been in their relationship as described in Subparagraph iv. above for a minimum of twelve (12) months prior to applying for benefits and have not terminated another domestic partnership within the previous twelve (12) months prior to applying for benefits; and
 - B. In addition to an affidavit, the partners must provide documentary evidence satisfactory to the Board to establish at least two of the following criteria:
 - i. Joint lease, deed or mortgage agreement;
 - ii. Joint credit, savings or checking account;
 - iii. Designation as the primary beneficiary in the employee's will;
 - iv. Durable property or health care power of attorney granted by either party to the other; Mutual legal responsibility for the care of a child.
 - C. Human Resources will review the affidavit of a qualified domestic partnership and associated documents during an interview with the employee at the time of application. The affidavit and supporting documentation will be maintained in a confidential fashion. Once verified, information of a personal nature, such as credit, savings and/or checking account numbers may be redacted from the documentation maintained by the District. Disputes over the District's determination as to whether an employee has satisfied the requirements of Subparagraphs A. and B. above shall be subject to the grievance procedure. Decisions of the carrier shall not be subject to the grievance procedure.

- D. If the qualified domestic partnership ends and/or the relationship no longer qualifies as a domestic partnership under the requirements set forth in Subparagraphs A. and B. above; and the non-employee qualified domestic partner has been receiving such benefits, the employee qualified domestic partner must send written notification of termination to the District's benefits office within thirty (30) calendar days of the end of the qualified domestic partnership.
 - E. The parties understand that tax-treatment of this benefit is governed by, inter alia, the Internal Revenue Code and the regulations promulgated pursuant to the Code. It is the intent of the parties to administer this benefit in accordance with applicable laws and regulations affording the most favorable tax treatment permitted.
 - F. Children who qualify as eligible dependents of the teacher or other professional employee for Federal Income Tax purposes may be enrolled as dependents in the employee's benefits on a pre-tax basis, if they otherwise meet plan requirements for eligible dependent children. Children of the domestic partner who are not dependents of the teacher or other professional employee are not eligible for benefits coverage.
 - G. The eligible domestic partner will be eligible for continuation of benefits through COBRA, as otherwise available to a spouse, if the unit member loses benefits eligibility.
- 2. It is the intent of the parties to administer the benefit set forth in Paragraph 1 above, consistent with applicable law. If any provision of Paragraph 1 above or any application of that paragraph to any employee/retiree or group of employees/retirees is determined to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all of the remaining provisions or applications of this Memorandum of Understanding shall continue in full force and effect. In the event it is determined that any provision of Paragraph 1 above is contrary to law, negotiations shall commence for a new agreement to be reached. All understandings and agreements reached under this provision shall be reduced to writing, and signed by each party. The cost of the replacement benefit to be negotiated shall not exceed the cost of providing the health insurance benefit outlined in Section 1 but rather shall constitute a benefit of comparable value as may be determined by the parties.
 - 3. The parties recognize that the cost of health insurance coverage requires that the District diligently monitor the continuing eligibility of dependents claimed by each and every employee or retiree insured under the District's plan. Accordingly, the District shall continue to have the right to investigate the continuing validity of dependents claimed for coverage by any active or retired members. In addition, the District may perform random dependent eligibility audits of any active or retired insured to confirm that the dependent continues to enjoy eligibility for coverage under the collective bargaining agreement and/or health care plan requirements. The failure to accurately identify eligible dependents and/or notify the District of ineligibility may result in disciplinary action up to and including termination.
 - 4. Employees classified as part-time, including part-time adjuncts, on the date this agreement is signed shall be grandfathered under this agreement and shall continue to participate in health care on the same terms that they had prior to execution of this agreement and until such time as they convert to full-time status. At any point that a grandfathered part-time employee subsequently converts to full-time status, the formerly grandfathered employee would no longer be protected by this provision and would be subject to the terms and provisions of the collective bargaining agreement without regard to this agreement. Current regular full-time employees as of the date this agreement is signed shall be treated in the same manner as grandfathered part-time employees should they be involuntarily transferred to part time status subsequent to the date this agreement is signed. This treatment of an involuntarily transferred regular full-time employee shall continue for only so long as the employee has no opportunity to resume full-time status but shall expire as soon as a full-time opportunity is presented regardless of whether the employee decides to fill the position or not. There shall be no grandfathering of regular full-time employees who voluntarily transfer to part-time status.

**MEMORANDUM OF UNDERSTANDING —
PUBLIC EMPLOYE RELATIONS ACT OF 1970
(ACT 195)**

This will confirm the agreement reached between the Pittsburgh Federation of Teachers, Local 400, American Federation of Teachers, AFL-CIO, hereinafter called the "Union," and the Pittsburgh Board of Public Education, hereinafter called the "Board." The parties have again reached the following understanding and agreement with regard to certain procedures which are applicable under Act 195 of 1970, which is known as the Public Employe Relations Act.

The parties recognize that the Union may wish to assert a right to strike under Section 1003 of the Public Employe Relations Act at the expiration of Collective Bargaining Agreements which may be negotiated between the parties. Therefore, the parties continue to agree to the following with regard to the future schedule for collective bargaining under Act 195.

Negotiations for any new contract should begin no later than the beginning of April in any year in which a Collective Bargaining Agreement expires on or about September 1st. Either party's refusal to commence collective bargaining in the beginning of April of any year in which a Collective Bargaining Agreement expires on or about September 1st shall be considered a refusal to bargain in good faith under the applicable provisions of Act 195 of 1970.

It is further mutually agreed between the parties that the procedures hereby agreed upon, including the commencement and conduct of negotiations in the beginning of April of any year in which a Collective Bargaining Agreement between the parties expires on or about September 1st, shall constitute full compliance with any and all applicable procedural provisions of Article VIII of Act 195 of 1970, insofar as the right of the Union to negotiate both economic and noneconomic improvements for the time period commencing on or about September 1st of any year in which a Collective Bargaining Agreement between the parties expires on or about September 1st and any right of the Union and its members to strike at any time following the expiration date of any future Collective Bargaining Agreement which expires on or about September 1st, and that neither party will assert or allege otherwise in any manner whatsoever before any agency or in any court proceeding.

This agreement is reached in consideration of the acceptable collective bargaining settlement in contract negotiations for a new Agreement to be effective September 3, 1985. This agreement is subject to change only by the mutual agreement of the parties hereto or by a change in the applicable provisions of Act 195 of 1970 entitled the Public Employee Relations Act.

All disputes between the parties concerning a violation, interpretation, application or meaning of any provision of this Memorandum of Understanding shall be settled by submitting it to binding arbitration, using the grievance and arbitration procedures contained in the Collective Bargaining Agreement in effect between the parties at the time the dispute arises.

**MEMORANDUM OF UNDERSTANDING —
DEFINITION OF SCHOOL TERM**

The Pittsburgh Federation of Teachers, Local 400, AFT, AFL-CIO, hereinafter called the "Union," and the Pittsburgh Board of Public Education, hereinafter called the "Board," are once again involved in collective bargaining for a new Agreement for teachers, said Agreement to be effective September 3, 1985.

In order to expedite the collective bargaining process and demonstrate mutual good faith, and in consideration of the mutual promises contained in this Memorandum of Understanding, the parties have agreed to the following mutually agreeable interpretations of the Pennsylvania Public School Code of 1949, as amended, insofar as it relates to Section 1003 of the Public Employe Relations Act, Act 195 of 1970.

The parties mutually agree that in applying Section 1003 of Act 195, the applicable period for determining whether or not 180 instructional days annually for students is achieved or may be achieved is the "school term" or the period of time elapsing between the opening of the public schools in the fall of one year and the closing of the public schools in the spring of the following year as provided in Section 102(3) of Article 1 of the Pennsylvania Public School Code of 1949, as amended. The parties also agree that the applicable period is not the "school year" as defined in Article 1, Section 102(4) of the Pennsylvania Public School Code of 1949, as amended.

The Union and the Board agree that neither party will assert in any manner whatsoever before any agency or in any court proceeding any position which is contrary to the interpretation set forth above, namely, that in applying the Pennsylvania Public School Code and interpreting Act 195 of 1970 the applicable period for determining 180 instructional days annually for students shall be the "school term" as defined in Section 102(3) of Article 1 of the Pennsylvania Public School Code of 1949.

This agreement shall remain in effect until it is changed by the mutual agreement of the parties or until either Section 102 of the Pennsylvania Public School Code of 1949 or Section 1003 of the Public Employee Relations Act, Act 195 of 1970, is changed by an act of the Pennsylvania legislature.

All disputes between the parties concerning a violation, interpretation, application, or meaning of any provision of this Memorandum of Understanding shall be settled by submitting it to binding arbitration, using the grievance and arbitration procedures contained in the Collective Bargaining Agreement in effect between the parties at the time the dispute arises.

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