

On 8/16/21, Hillary Linardopoulos, legislative rep for the Philadelphia Federation of Teachers, confirmed that a one-year contract extension was approved 11/19/20; thus, this contract is now valid until 8/31/21.



**Collective Bargaining Agreement
between the
Philadelphia Federation
of Teachers
and the
School District
of Philadelphia**

September 1, 2013 to August 31, 2020

Collective Bargaining Agreement
between the

Philadelphia Federation
of Teachers

*Local 3, American Federation of Teachers
AFL-CIO*

and the

School District
of Philadelphia

September 1, 2013
to
August 31, 2020

A message to our members

Dear Colleagues,

This contract could not have been achieved without our valiant, determined and united membership. Bolstered by the solidarity of our members, the PFT remained committed to the collective bargaining process to reach a contract that's good for schoolchildren, and fair to educators.

To say that the collective bargaining process was the most unusual in our history would be an understatement. It took four long, and often frustrating, years to reach this milestone. Through it all, our members never gave up!

Our new collective bargaining agreement will bring a sense of stability to our school district. The provisions in this contract preserve educators' rights, and demonstrate recognition of the financial sacrifices our members have made over the past five years. Now, we must commit ourselves to the full implementation of the contract to ensure the best teaching and learning conditions for students and school staff.

On behalf of the entire team, thank you for your continued support and for keeping the faith.

In unity,



Jerry T. Jordan
President

A message from the SRC

Dear Colleagues,

This Agreement creates the opportunity for the School District of Philadelphia and the Philadelphia Federation of Teachers to move forward with a strong, collaborative relationship focused on serving Philadelphia's children.

Throughout the lengthy negotiations process, both sides faced difficult moments and challenging circumstances; but, at all times, the ultimate goal was to create an Agreement that would provide better outcomes for students.

This Agreement reflects the importance of including strong economic provisions to retain and attract great school-based staff, while also continuing a shared commitment to implementing best practices and innovations to serve students. Together, we can improve academic achievement at every school.

We look forward to working in collaboration with the Philadelphia Federation of Teachers through the life of this Agreement and making sure that all children in Philadelphia have a great school close to where they live.



Joyce Wilkerson, Esq.
Chair
School Reform Commission



William R. Hite, Jr., Ed.D.
Superintendent
School District of Philadelphia

Philadelphia Federation of Teachers Staff



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President



Arlene Kempin
Personnel Officer



Art Steinberg
Treasurer



Denise Rogers
Assistant to the President



Crystal Barnett
Grievance Chairperson



Erik Fleming
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Evette Jones
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Staff Representative



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Staff Representative



Hillary Linardopoulos
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Joan McGowan
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Ed Olsen
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Philadelphia Federation of

Teachers Executive Board

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Hillary Linardopoulos
Legislative Representative

Ray Guzman
Technical High
Representative



Ruth Garcia
Professional/Supportive
Service Representative



Glen Hampton
Professional/Technical
Representative



Tyrone Mebane
Head Start Representative



Cynthia Felton
Per Diem Representative



Vince Rutland
Senior High Representative



Antoinette Calimag
Senior High Representative



Amy Gottesman
Middle Years
Representative



Matthew Mandel
Middle Years
Representative



Steven Brinkley
Food Service Manager
Representative



Wilma Henderson
Long-Term Substitute
Representative



Janet Ellis
Reading Assistant/SSA
Representative



Sonny Bavaro
Member At Large



Kristen Young
Middle Years Representative



Eric Blaustein
Elementary Representative



John Coats
Elementary Representative



Jaclyn Rosenfeld
Elementary Representative



Bonnee B. Bentum
Member At Large



Suzanne Cappo
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Stephanie Conaghan
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The PFT is there for you

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Room 175
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215/561-2113 or 215/567-2897

PFT INFORMATION OFFICE 215/587-6738

Information officers and staff representatives are available to answer your questions regarding all areas of the PFT-School District contract and to represent members in disciplinary actions.

PFT OFFICE AT 440 N. BROAD ST. ... 215/561-2113 or 215/567-2897

PFT personnel officers can answer specific questions regarding assignment, seniority, transfers, school/location staffing information, certification, test reviews and the substitute service system (AESOP).

PFT HEALTH & WELFARE FUND 215/561-2722

Federation Health and Welfare coordinators provide information about benefits the PFT administers, including dental, vision care, long-term disability and prescription drug benefits. Health and Welfare counselors also assist members with questions regarding workers' compensation, unemployment compensation, medical coverage, retirement planning and occupational liability.

PFT LEGAL SERVICES FUND 215/972-0942

The PFT has negotiated a legal services plan to assist you in matters such as legal advice, representation in court, preparing a will or purchasing a home. The Legal Services Fund coordinator can provide you with information about your benefits under this plan. To schedule an appointment with an attorney, call 215/814-9200.

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ARTICLE I
Purpose and Scope of Agreement

1. The Board of Education and/or the School Reform Commission for the School District of Philadelphia (hereinafter referred to as “the School District”) and the Philadelphia Federation of Teachers (hereinafter referred to as “the Federation”) acknowledge that their shared goal is achieving excellence in education to assure that all students have every opportunity for academic success. The parties recognize that their interest in attaining this goal goes far beyond the scope of a Collective Bargaining Agreement governing the terms and conditions of employment for bargaining unit members, and are committed to work together to achieve their goal.

2. With this goal in mind, the primary purpose of this Agreement is to set the terms and conditions of employment for bargaining unit employees that permit effective and professional working relationships among bargaining unit employees, administrators and the School District.

ARTICLE II
Management Rights and Responsibilities

The parties recognize that the School District has unilateral authority in the field of educational policy and development. This Agreement is not intended to modify by any of its terms any discretionary authority vested in the School District by any statutes of the Commonwealth or the Philadelphia Home Rule Charter. The School District maintains the right to exercise any and all authority granted by such legislation.

The School District shall bargain in good faith with the Federation with respect to hours, wages and terms and conditions of employment for the members of each bargaining unit represented by the Federation.

It is understood and agreed that the School District possesses the right, in accordance with applicable laws, to manage all operations, including but not limited to the direction of the work force and the right to plan, direct and control the operations of all schools, equipment and other property of the School District, except as modified by this Agreement.

Matters of inherent managerial policy are reserved exclusively to the School District. These matters include, but shall not be limited to such areas of discretion as the right to hire, to determine the size of the work force, the use of schools, and after advance notice to the Federation, to make such reasonable rules and regulations that are not in conflict with this Agreement.

This listing of managerial rights is not intended to be exhaustive but merely illustrative. It is expressly agreed by the Union that the School District’s and/or the School Reform Commission’s ability to manage and control the operations of the School District is limited only to the extent that there is a provision of this Agreement which expressly limits a management prerogative.

ARTICLE III
Union Rights and Responsibilities

A. Recognition/Exclusive Representation

1. The School District recognizes the Philadelphia Federation of Teachers, Local 3, American Federation of Teachers, AFL-CIO (hereinafter referred to as the “Federation”) as the sole and exclusive bargaining representative for all employees in each classification in each of the ten (10) bargaining units pursuant to the School District Resolution(s) and PERA Certification listed in Appendix A.

2. Unless otherwise noted, provisions of this Agreement contained in Articles I-XVII apply to all employee classifications included in Appendix A, to the extent that such classifications exist.

B. Union Representatives — Leaves

1. Employees who are elected or appointed to full time positions with the Federation or any organization with which it is affiliated will, upon proper application, be granted leaves of absence for the purpose of accepting those positions. Authorized Federation leaves shall be requested in writing by the President of the Federation only. Employees granted such leaves of absence shall retain all insurance and other benefits and shall continue to accrue seniority as though they were in regular service. Annually, the President of the Federation shall inform the School District of the salary to be paid to each employee on approved leave with the Federation. The School District shall adjust each employee’s salary accordingly. Upon return to service they shall be placed in the assignment which they left with all accrued benefits and increments that they would have earned had they been in regular service.

2. Employees on such leaves of absence shall be permitted to pay both their and the School District’s regular contributions to all plans requiring such contributions.

3. The release of any employee for Federation business at any time during the first month of the school year shall be arranged prior to the commencement of that school year. Any release not arranged on a timely basis need not be permitted if it would be detrimental to any instructional activity.

4. Whenever members of the bargaining unit are mutually scheduled by the parties to participate during working hours in conferences or meetings or in negotiations respecting the Collective Bargaining Agreement, they shall suffer no loss in pay.

5. Within each bargaining unit listed below, the following limits on the number of employees granted leaves of absence to hold full-time staff positions with the Federation shall apply:

- (a) Union leave for Teachers and School Based Employees
No more than thirty-five (35) teachers, four (4) paraprofessionals, four (4) secretaries and three (3) NTAs.

- (b) Union leaves for Food Service Managers
No more than three (3) employees shall be granted such leaves of absence for any school year.
- (c) Union leaves for Head Start Employees
No more than three (3) employees shall be granted such leaves of absence for any school year.
- (d) Union leaves for Per Diem Teachers
No more than two (2) substitute teachers who are assured consecutive run assignment on days during which negotiations respecting this Agreement are mutually scheduled by the parties during work hours will be released to attend such negotiations with no loss in pay.
- (e) Union leaves for Professional-Technical Employees
No more than five (5) employees shall be granted such leaves of absence for any school year.

C. Union Visitation

1. The School District shall permit a designated regular staff member of the Federation or off-duty employee representative of the Federation to visit the schools or early childhood centers to investigate working conditions, employee complaints or problems, or for any other purposes relating to the terms and conditions of this Agreement. When one (1) representative visits the school or early childhood center for such purposes no advance notice need be given; however, the representative shall notify the Principal immediately upon arrival in the building. In cases when two (2) representatives visit a school or early childhood center for any of the aforementioned purposes, the Principal shall be notified at least one (1) school day in advance of the visit. Such advance notification may be waived with the express consent of the Principal. In the event of emergency circumstances or a prearranged special event, more than two (2) representatives shall be permitted to visit a school. Such visits shall not interfere with the educational activities of the school.

2. In the event that one (1) or two (2) representatives desire to confer with the Principal or to have the Principal take action with regard to some problem, a request for a conference with the Principal shall be made in such amount of time, in advance, as is reasonable under the circumstances, and the Principal shall then be informed of the purpose and the subject matter of the conference. Difficulties in arranging for such conferences with the Principal to discuss problems are to be resolved by the Superintendent and/or Chief Executive Officer (hereinafter referred to as “CEO”) of the School District with the advice of the Employee Relations Office. If conferences with employees are necessary, they shall be scheduled so as not to interfere with the instructional program. In the event that the Principal is absent, the acting administrator shall act on his/her behalf.

3. In schools where there is no Federation representative, an employee or regular staff member of the Federation who visits the school will inform the

principal or his/her designee of his/her presence, the purpose of his/her visit, and will present a letter of identification signed by the President of the Federation. When so identified, he/she will be accorded the right of the authorized representative.

D. Meetings, Announcements and Publications

1. Federation Building Representatives shall be given time well before the end of every staff meeting for brief reports and announcements.
2. Building Representatives shall have the right to insert notices in the daily bulletin or dailygram that is circulated in each School.
3. Authorized representatives of the Federation, upon twenty-four (24) hours' notice to the administrator of the school, may schedule meetings in the building before or after the regular workday or during lunch time of the employees involved. Such meetings will not interfere with the education/activities of the school.
4. The Federation shall be provided adequate bulletin board space in a place readily accessible to all employees in each school for the posting of notices and other materials relating to Federation activities. The bulletin board space 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. Materials so posted shall bear the name of said representative or of the Federation.
5. The Federation shall be provided reasonable space on existing bulletin boards in departmental and divisional offices in schools and other buildings. Material will be posted on this space under the same conditions applicable to school bulletin boards.
6. The Federation shall have the right to place material in the mailboxes of employees. Placement will be made by the authorized representative of the Federation or his/her designee. Material placed in mailboxes shall bear the name of said representative or of the Federation. Any materials shall be subject to the same reasonable and uniform regulations as apply to all other material.
7. Coverage shall be provided during time when a Federation representative is absent because he/she has been selected to attend a meeting scheduled by the Administration.

ARTICLE IV

Communication, Consultation and Cooperation

A. General Terms

Because the parties recognize the importance of communication between the Federation and the School District to accomplish these purposes, they agree to establish the following committees and mechanisms for consultation and communication.

B. Joint Federation-District Committee

1. A joint Federation-District Committee shall be established composed of the Superintendent and/or CEO and the President of the Federation or their designees and up to three (3) additional members named by the Federation and three (3) additional members named by the School District. By agreement of the representatives, the Committee may invite the advice of experts from within or outside the School District as needed to provide data regarding matters under consideration by the Federation-District Committee. By agreement of the representatives, the Joint Committee may constitute additional sub-committees, composed of equal numbers of Federation/District representatives, to deal with issues deemed vital to the success of the educational program.

2. a. The Federation-District Committee shall meet regularly, normally on a monthly basis, to discuss matters of education policy and development, matters and problems affecting employees generally, including paperwork and compensation strategies to attract and retain teachers, as well as matters relating to the implementation of this Agreement.

b. The Federation-District Committee shall study and recommend procedures to the Superintendent for eliminating, reducing, revising, and/or consolidating paperwork requirements. This shall include but is not limited to: initiating a system that will determine that there is no duplication in the collection of data; determine that reports/forms are prepared in a logical format; reduce the number and complexity of required reports- those required by the District and those required by state or federal regulation. This committee will recommend the appropriate personnel and/or systems necessary to prepare these forms/reports with the intent of relieving teachers of redundant tasks.

3. Representatives of the Federation's Nurse Committee shall meet monthly with the School District's representatives to discuss matters of concern to certified school nurses and school nurse practitioners.

C. Region Based Committees

1. Within each Network the Assistant Superintendent shall meet regularly with Federation representatives, normally on a monthly basis, to discuss matters of School District policy and operations, instructional programs, and questions relating to the implementation of this Agreement.

2. Ten (10) minutes of each Regional nurses' meeting shall be granted to the Federation or the elected staff representative for reports and announcements.

3. Whenever it will not interfere with the working time of members of the Region Committee, meetings with the appropriate administrator shall be held on program time. In the event that an employee is a member of the Region Committee, such employee shall be released to attend Region Committee meetings. The administrator shall provide such coverage as he/she shall deem appropriate for the assignments of such member of the Region Committee.

D. Building Committees

1. At each school, a Building Committee shall be established consisting of not more than five (5) teachers from that school and that may include, in addition, up to one (1) member from that school representing each of the other bargaining units represented by the Federation.

2. The Building Committee for each off-site Pre-K Center shall consist of not more than two (2) employees in a two (2) or three (3) classroom center, and not more than three (3) employees for a center of four (4) classrooms or more.

3. The Principal of a school who may be accompanied by one (1) Assistant Principal of his/her choice shall meet at least once a month with the Federation Building Committee at its request. At such meetings the Principal and the Building Committee shall work cooperatively on items regarding school operations and questions relating to the implementation of the Agreement.

4. Proposed changes in existing policies and procedures and new policies and procedures for the school shall be subjects for discussion at such Building Committee meetings. Such policies adopted or maintained by any Principal shall not be inconsistent with the terms of the Agreement.

5. Whenever it will not interfere with instructional time of teachers or working time of other members of the Building Committee, meetings with the Principal shall be held on school time.

6. In each senior high school, technical high school and middle school, all members of the Federation Building Committee shall be rostered for a preparation period at the same time at least once each week, provided the Federation submits to the Principal the names of its Building Committee prior to the making of the roster. Any meeting between the Principal and the Building Committee shall be held in such common preparation period.

In the event that members of other bargaining units represented by the Federation are members of the Building Committee, such persons shall be released to attend Building Committee meetings held during common preparation periods and the Principal shall provide such coverage as he/she shall deem appropriate for the assignment of such members. In the event an emergency requires that a meeting between the Principal and the Building Committee shall be held at some time other than that specified above, the Principal shall provide such coverage as he/she shall deem appropriate for the assignments of the members of the Building Committee.

7. In off-site Pre-K Centers, members of the Building Committee shall be allowed common meeting time not to exceed three (3) hours per month. Meetings shall be scheduled so as not to disrupt the program.

E. Focus Groups and Work Teams

1. The School District shall be free to select from among all employees covered by this Agreement, as members of other committees, agencies, or bodies such as research groups, curriculum committees and the like, those employees who have special skills, expertise and experience and who have demonstrated

their competence in the appropriate area. Employees serving on such bodies shall in no way be considered to represent the Federation or any employees represented by it.

2. An employee who, on any committee, agency, or other such body in the School District is to represent any employees to whom this Agreement is applicable, shall be selected from nominees named by the Federation by reason of their special skills, expertise, experience and demonstrated competence in the appropriate area.

F. Data, Reports and Statistics

Each party agrees to make available to the other, upon its written request, information and statistics compiled and records it customarily maintains when such material is readily available and is reasonably relevant to negotiations or necessary for the proper enforcement of the terms of this Agreement. This provision shall not be construed to require either party to produce to the other surveys or other documents created to inform policy deliberations.

G. Site-based Management-Educational Compacts

1. During the term of this Agreement, both the Federation and the School District agree to pursue an orderly process for empowering individual school administrators, teachers and staff to make programmatic and operating decisions best suited to their mission and the needs of their students and staff to the extent that these decisions may impact upon employees' working conditions.

2. In addition, the parties agree to the following contract waiver procedures whereby working conditions expressed in Articles XVIII-XXVI of this Agreement may be modified in their application to a particular school or Academy:

(a) Upon approval of the Principal, a proposed waiver will be submitted for ratification by the affected staff in the school or Academy. Ratification shall be by way of a secret ballot in which all affected employees covered by this Agreement who are assigned to the school or Academy shall be eligible to vote, and shall require an affirmative vote of sixty-six and two-thirds percent (66.67%) of the affected employees in the school who vote.

(b) The balloting process shall be in accordance with Federation procedures.

(c) The proposed waiver shall include a schedule for implementation, which may require implementation after the beginning of the school year.

(d) Once such a waiver is approved by the Principal and ratified by the school staff, it shall be forwarded to the Federation-District Committee for review. The waiver shall not be implemented if the Committee determines that such implementation would affect the operation of another school or would result in additional costs to the School District that exceed the allocated budget for the school seeking the waiver. In all other circumstances, the waiver shall be implemented unless the committee agrees that it should not be implemented.

(e) Any contract waiver achieved shall be presumed to continue in effect for a complete school year, up to a maximum of three (3) years. Thereafter, the

waiver will be continued, modified or rescinded by a majority (greater than 50%) of the affected employees in a school that vote in accordance with the procedures set forth above.

ARTICLE V
Union Security

A. Dues Check-Off

1. The School District will deduct the required amount for the payment of Federation dues from the pay (including termination pay) of each employee from whom a written authorization is received. A draft for the sums deducted, a list of the employees from whom they have been deducted, and the amount deducted from each, together with a list of employees who have authorized such deductions and from whom no deductions were made and the reason therefor, shall be forwarded to the Federation's office within thirty (30) days after such deductions are made.

2. Any member of the bargaining unit may resign from Federation membership and revoke his/her dues authorization by so notifying the School District and the Federation in writing during a fifteen (15) day period prior to the expiration of this Agreement.

3. In the event that an individual ceases to be employed in a position included in any of the bargaining units represented by the Federation, such person may discontinue membership and dues deduction at that time.

B. Fair Share

Members of the bargaining units who are non-Federation members shall be required to have deducted from their pay a representation fee equal to a proportion of dues required of members of the Federation as determined under the Fair Share Legislation of the Commonwealth of Pennsylvania.

C. Indemnification

The Federation shall indemnify, defend and hold the School District harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the School District in reliance upon the written deduction authorization provided for in this Article or for the purpose of complying with any provisions of this Article.

ARTICLE VI
Fair Practices

A. It is the continuing policy of the School District that the provisions of this Agreement shall be applied to all qualified employees, and that such persons shall be given equal employment opportunity, in accordance with existing federal, state and local laws, without regard to race, color, religious creed, national origin, sex, marital status, age, sexual orientation, or mental or physical disability as defined by law, membership or participation or association with the activities of

any employee organization and any other category protected by federal, state or local law.

B. The Federation agrees in accordance with its constitution to admit persons to membership without discrimination on the basis of race, color, religious creed, national origin, sex, marital status, age, sexual orientation, or mental or physical disability as defined by law, and any other category protected by federal, state or local law, and to represent equally all employees without regard to membership or participation or association with the activities of any employee organization.

C. Nothing in this Article shall be construed as a waiver or modification of the right of any individual bargaining unit member to pursue any statutory or administrative right arising under federal, state or local law.

D. The parties agree that harassment on the part of any employee based upon any protected class is unacceptable and that engaging in such harassment may constitute just cause for employees' discipline up to and including discharge.

ARTICLE VII
Bargaining Unit Work

A. School District employees who are not included in any bargaining unit represented by the Federation shall not consistently and regularly perform duties that are consistently, regularly performed by members of the Federation bargaining units. This prohibition shall not apply to existing classifications of employees not represented by the Federation whose duties currently involve work performed by members of the Federation bargaining units.

B. Programs initiated to utilize subsidies or grants available from agencies other than the School District or the Commonwealth of Pennsylvania will be staffed by employees voluntarily transferring to such programs or newly employed for such programs or provided by a contracting agency other than the School District. In any instance in which the applicable law, regulations, guidelines, contract or grant document covering the operation of such program prohibits the School District from doing so, the School District shall not extend the terms of this Agreement to the employees engaged in such programs. Otherwise, the School District shall extend the terms of this Agreement to employees employed in such programs.

ARTICLE VIII
Examinations and Appointments

A. Postings

1. Whenever it is decided during the school year to fill any positions in the School District below the rank of Assistant Superintendent, notice of all examinations as well as the requirements for such positions, shall be posted in advance

in all schools in a prescribed, appropriate place in each school so that applicants may know whether they qualify and will be given a reasonable opportunity to apply for the position. All positions for which appointment and/or assignment decisions are made during the summer months will be posted in all schools which are open, in Network Offices and in the Administration Building. Copies of such postings shall simultaneously be sent to the Federation.

2. Job opportunity flyers and notices of grants and special program opportunities for which employees may apply for participation shall be posted, when administratively possible, at least three (3) weeks prior to the closing date for applications. Such material shall carry the date of posting and the closing date.

B. Examinations

1. There may be a continued involvement of department heads in the process of examination of teacher candidates and participation and advisement in the establishment of criteria of teacher eligibility.

2. Department heads will be informed of the opportunity to serve as members of Oral Examining Committees and may be invited to apply for such service. Opportunities to serve may be distributed equitably among department heads who desire such service.

3. Unless the oral and/or practical examination is given on the same day as the written examination, an applicant shall be notified of the numerical results of the written portion of an examination and the practical portion, if any, before the oral portion of the examination is taken. When practical, all examinations shall be graded and applicants notified within thirty (30) calendar days.

4. Unless an employee requests otherwise, a recording shall be made of every oral examination taken by an employee. No member of the committee giving the oral examination shall suggest that the employee waive the recording. The employee and his/her authorized representative, or either of them shall, upon request, be permitted to listen to the recording. The recording shall be retained by the Office of Talent for the duration of the list for which the examination was given. The employee shall, under reasonable circumstances, be permitted to make a copy of the recording.

5. Employees shall, upon request, be permitted to review promotional examinations with a technical representative of the Chief Talent Officer. The employee may, if he/she desires, be accompanied by a representative of the Federation.

6. As it affects members of the bargaining units, there shall be no extension of an eligibility list for initial appointments or promotional opportunities beyond the date of expiration announced at the time of establishment of the list.

7. In the event that the Superintendent and/or CEO or the School District institutes a job freeze for economic reasons, all eligibility lists shall be extended by a period of time equal to the duration of the job freeze.

8. A copy of any eligibility list for appointments to regular and promotional positions shall be made available to a Federation Representative upon request.

C. Appointments

1. A Principal or other appropriate site administrator may reject an appointed employee referred to his/her school for possible placement. A copy of the recorded reasons for rejection shall be furnished to the employee. The employee may appeal from the decision on the grounds that it is arbitrary and capricious or in violation of this Agreement.

2. Subject to Article IX, Section A (13), employees who are provisionally appointed to positions shall have no superior rights to other applicants for said positions. An examination must be given within one hundred and eighty (180) days after provisional appointments are made. However, in the case of Instructional Support Positions, the examination shall be open only to School District employees who meet the qualifications of the position. Upon successful completion of the examination, seniority of Instructional Support employees will revert to their date of provisional appointment.

3. An employee who has been suspended, demoted or otherwise disciplined for cause during the preceding twelve (12) months may not be granted a promotional appointment.

4. A test shall not be required to change one's area of appointment to another certification area. The School District will use the individual's entry level score to merge into an existing eligibility list.

D. Secretarial Examinations

1. Examinations for positions within the Secretaries' bargaining unit shall be given in well lighted quiet rooms under conditions similar for all applicants and with equipment in good working order.

2. An employee who has taken and passed the applicable examinations for secretarial positions shall be issued a certificate of grade indicating the date of the test, type of examination passed, scores attained, and expiration date of certificate validity. A copy of this certificate will be placed in the employee's personnel file.

3. An employee who desires to improve his/her score on a qualifying examination for a secretarial position can retake the examination with all other test applicants; whichever score is higher will be used in the final composite grade.

4. An employee who takes the examination for Secretary I and passes the written examination but fails the practical portion may choose to retake the entire examination or may choose, within the life of the eligibility list, to take the practical portion of the exam only. In the latter case, if the employee passes the practical portion of the examination, his/her total score shall be based on the score of the last written examination and the score on the passed practical examination. The option to take the practical portion only is limited to one (1) time within the life of the eligibility list.

5. To be eligible to take a Secretary III examination for a school office position, a secretary must have had experience for two (2) years in a school office.

E. Food Service

Examinations shall be required for food service managers to be appointed to entry-level positions.

ARTICLE IX ***Employment Security***

A. Seniority

1. An employee shall have both school system seniority and location seniority. Professional/Technical employees and Food Service Managers shall also have departmental seniority.

2. When the term location seniority is used, it shall include seniority accumulated at any school, center or other work location.

3. Wherever, in this Agreement, reference is made to seniority as the basis for decision, it shall mean that the person with the highest seniority of the type of seniority specified shall receive preference.

4. Seniority shall be determined as follows:

(a) School System seniority of an employee shall date from the beginning of his/her continuous appointment in any classification in any bargaining unit represented by the Federation as an appointed employee.

(b) Location seniority shall be the continuous length of service as an appointed employee in the present school, center or other work location except that an employee's length of service as an appointed employee in a previous work location shall be included under the following circumstances:

(1) If he/she is involuntarily transferred to his/her present work location by the School District;

(2) If he/she transferred by his/her application into a work location and then was involuntarily transferred from that work location, he/she shall carry the sum of length of service in both previous locations to the new location.

(c) Departmental seniority is defined as uninterrupted, continuous service by an appointed employee in the collective bargaining unit in a department of the School District. He/she shall lose all accumulated departmental seniority if he/she voluntarily transfers as an appointed employee to a position in another department. If the employee returns to the former department within one (1) year, he/she shall retain his/her seniority accumulated in the department to which he/she returns.

When an employee accepts an appointment to a permanent position outside the bargaining unit, his/her seniority shall cease to accumulate. Should such an employee return to a position in the bargaining unit within one (1) year of the date on which he/she left his/her position in the bargaining unit, his/her departmental seniority shall be the sum of his/her departmental seniority prior to his/her appointment to a position outside the bargaining unit and his/her departmental seniority from his/her date of return to a position in the bargaining unit.

5. When location seniority is equal, school system seniority shall be the determining factor. Continuity of appointed service shall not be broken by any period of approved leave without salary but such period shall not be included in the calculation of length of service.

6. When length of service in the system is equal, the date of the eligibility list from which the employee was appointed shall be the determining factor.

7. When appointment was made from the same eligibility list, the comparative score on that eligibility list shall be the determining factor.

8. An employee who is appointed, without interruption, from the status of appointed employee in one (1) bargaining unit represented by the Federation to the status of appointed employee in another bargaining unit represented by the Federation, shall retain his/her system seniority. Subject to the provisions of paragraph 13 below, no period of service as a per diem or long-term substitute, or intern (except intern psychologist) shall count in the calculation of an employee's location or school system seniority.

9. A seniority list of all employees in a department or location shall be maintained in that location and kept current during the school year. The list shall be available to all employees. School system seniority shall also be compiled and kept updated.

10. The Office of Talent shall make available to any employee his/her school system seniority as it may affect or contribute to the resolution of any specific problem.

11. A lay off of one (1) year or less shall not be considered a break in service.

12. Any employee who is laid off up to one (1) year shall have all time in lay off status counted as service time for seniority purposes.

13. Upon completion of certification requirements and after successfully completing the School District's examination procedure, Apprentice Teachers shall have system seniority retroactive to their date of hire and location seniority retroactive to the first day of the month in which their instructional certificate was issued; Provisional Teachers will have both system and location seniority retroactive to their date of hire.

B. Layoff/Recall

1. The parties agree that all employees who were regularly appointed to a full-time and/or part-time position during the 1979-1980 school year (i.e. September 1, 1979 to June 30, 1980) shall continue to be employed in their positions and be guaranteed full and complete job security during the term of this Agreement, except that in each job classification, employees may be laid off only in proportion to the projected decline in pupil enrollment as of the allotment date for each year of this Agreement, such layoff to be effective in any year only after giving notice to affected employees and to the Federation on or before June 30 of that year.

2. Wherever the salary of the position to which an employee has been reassigned is lower than their previous salary, he/she shall be red-circled. Employees need not be replaced when and if they should leave their positions by reason of death, retirement or termination of employment, except for, but not limited to, the class size or preparation time provisions of this Agreement or by applicable law.

3. When and if layoffs are effected, it is agreed that senior employees in a position and/or classification shall have the right to take layoff in lieu of an employee with less seniority in the position and/or classification.

4. To the extent that vacancies occur, due to new or expanded programs, sabbatical leaves, study leaves, long-term illness leaves, etc., or to maintain the class size and preparation time provisions of this Agreement, the School District will reassign laid-off employees first to any position or positions for which the School District needs additional employees and for which the laid-off employee is qualified, first in a position in the employee's area of certification(s) and/or classification(s) and if such position is not available, then in another position which is available.

5. Paraprofessionals

Subject to residence requirements and Federal Program guidelines, regularly appointed employees who are displaced because of a program reduction or elimination of jobs shall have the right based on seniority to transfer to a vacant position similar to one which the employee held prior to such reduction or elimination, or to a vacant lower paid position. In the event no such vacancies exist at the time the employee is displaced then the employee shall be placed on a preferential list for a period of two (2) years and during this period, vacancies for such positions shall be filled from the employees on this list until they shall have had the opportunity to be offered such employment.

6. Pre-K

(a) Subject to residence requirements and Federal Program guidelines, regularly appointed employees who are displaced because of a program reduction or elimination of jobs shall have the right based on seniority to transfer to a vacant position similar to one which the employee held prior to such reduction or elimination, or to a vacant lower paid position. In the event no such vacancies exist at the time the employee is displaced then the employee shall be placed on a preferential list for a period of two (2) years and during this period, vacancies for such positions shall be filled from the employees on this list until they shall have had the opportunity to be offered such employment.

(b) Two (2) weeks' notice of lay-off shall be given to appointed employees involved.

7. Food Service Managers

(a) An employee who is subject to lay off and cannot be assigned to a position as provided in Section (b) below may be assigned temporarily to any other vacancy in a department in the bargaining unit for which he/she is qualified.

(b) At least three (3) days before being laid off or force transferred an appointed employee shall be informed of all vacancies in any other work loca-

tions in his/her classification in the department in which he/she holds an appointment, for the purpose of giving him/her an opportunity, to be exercised within said three (3) days, to fill such vacancy. If he/she requests appointment to such vacancy, he/she shall be assigned thereto. In the event that vacancies in such classification exists in several work locations, he/she shall be assigned to the vacancy designated by him/her. In the event more than one (1) appointed employee in such classification is laid off or involuntarily transferred and there are insufficient vacancies for such assignments, then the laid off employees with the highest system seniority shall first be assigned to the vacancies involved.

8. Professional/Technical

(a) An employee who is subject to lay off and cannot be assigned to a position as provided in Section (b) below may be assigned temporarily to any other vacancy in a department in the bargaining unit for which he/she is qualified.

(b) At least three (3) days before being laid off or force transferred an appointed employee shall be informed of all vacancies in any other work locations in his/her classification in the department in which he/she holds an appointment, for the purpose of giving him/her an opportunity, to be exercised within said three (3) days, to fill such vacancy. If he/she requests appointment to such vacancy, he/she shall be assigned thereto. In the event that vacancies in such classification exist in several work locations, he/she shall be assigned to the vacancy designated by him/her. In the event more than one (1) appointed employee in such classification is laid off or involuntarily transferred and there are insufficient vacancies for such assignments, then the laid off employees with the highest system seniority shall first be assigned to the vacancies involved.

(c) In the event of a departmental reduction in force, including reductions caused by the discontinuance of a facility or its relocation, the employees shall be involuntarily transferred in the inverse order of seniority of the employees in the department.

9. Supportive Services Assistants

(a) At least three (3) school days prior to being laid off due to the curtailment of the number of employees in a school, an employee shall be informed of all vacancies in other schools in the Network of the employee's original school or a contiguous Network for the purpose of giving such employee an opportunity to be exercised within said three (3) days to fill such vacancy.

(b) Employees with the least seniority in a school shall be the first laid off. Recall from lay off shall be by school seniority. An employee who is laid off shall retain the right to be recalled for the duration of this Agreement. During such period of lay-off, and right to recall, the employee shall retain his/her seniority but shall not accumulate seniority.

C. Just Cause

Employees other than probationary employees defined in Article XI, Section C (1) shall not be subject to discipline or discharge except for just cause, and in such cases, the employee affected shall have the option of electing to proceed under the provisions of the Pennsylvania Public School Code or, in the alternative, under the grievance and arbitration provisions of this Agreement.

ARTICLE X
Professional Development

A. Recognition of Need for Professional Development at School District, Network, and School Levels

1. The Federation and the School District mutually recognize the importance of professional development and that it must be designed and delivered at school, Network, and School District levels in order to assure the professional growth of all employees, to promote individual and school improvement, to improve student performance, and to build the capacity of the system to implement strategic plans, achieve regulatory compliance, and transmit the mission and policies of the School District.

2. The parties agree that flexibility within established, common parameters will be the key operating principle in the design and delivery of professional development at the school and Network levels; and shall support professional development designed around the requirements of Act 48 of 1999 and the agreed upon professional development standards set forth in Appendix C of this Agreement.

3. At the school, Network, and School District levels, the Federation and the School District shall work together cooperatively to effectively assess the professional development needs of instructional and instructional support personnel for the purpose of planning professional development activities.

B. Required Professional Development Hours

1. As part of their regular workday and work year, professional and temporary professional employees, long-term substitutes, intern teachers and apprentice teachers shall annually be required to participate in at least twenty-eight (28) hours of scheduled mandated professional development, which shall include professional development in classroom management skills such as developing and implementing appropriate instructional and behavior adjustment strategies as well as strategies to interrupt and deescalate disruptive student behaviors.

2. Professional development hours may be provided annually at the school, Network and/or School District level. The apportionment may be adjusted from time to time throughout the school year. Other hours required under Act 48 must be approved by the School District. Such approval shall not be unreasonably withheld.

3. At each level, professional development activities shall be consistent with the professional education options of the School District's Continuing Professional Education Plan and shall be implemented to satisfy the Continuing Professional Education Requirements of Act 48.

4. As part of their regular workday and work year, instructional support personnel shall annually be required to participate in at least twenty-eight (28) hours of professional development activities as mandated, which shall include professional development in classroom management skills such as developing

and implementing appropriate instructional and behavior adjustment strategies as well as strategies to interrupt and deescalate disruptive student behaviors.

C. Jointly Administered Programs

1. Promoting Enhanced Working Relationships in Schools and Networks

The Federation and the School District agree that they have a shared responsibility to build the capacity for Federation and School District representatives at the school and Network levels to make informed, educationally appropriate decisions. They commit to implement a program of jointly administered, School District-wide professional development for administrators and members of the Federation bargaining units to develop their capacities to participate in school-based decision-making. Such professional development shall include training in problem solving, dispute resolution and mediation procedures.

2. Partnership to Improve Teacher Quality

(a) In order to further their mutual interests in improving the quality of instruction, increasing retention rates, and in order to support teachers' efforts to deepen their subject knowledge, expand their repertoire of instructional methods, and reflect upon their teaching practice, the School District and the Federation shall cooperatively develop programs of induction, mentoring and continuing professional education as set forth below.

(b) At the Network and School District levels, the Federation and the School District shall cooperate to design professional development programs.

(c) Annually, the School District shall conduct a needs assessment for the purpose of planning professional development activities for the following school year. The School District will establish the schedule and content for the professional development activities for the School District that support the needs and activities of the School District. In designing the schedule and content, an organizational day shall be included in the beginning of the school year and a planning day at the end of the school year. The Federation shall be informed of the content and schedule for professional development in a timely manner.

3. Programs for New Teachers

(a) Induction of New Teachers

(1) The School District and the Federation shall establish an Induction Plan in accordance with the requirements of the Pennsylvania Department of Education's Induction Guidelines.

(2) All newly hired teachers shall receive two (2) days of professional development which includes an orientation at their school site. Those teachers who receive their two (2) days of professional development during the summer shall be paid at the professional development rate. New teachers hired after September 1st shall receive two (2) days of professional development which includes an orientation at their school site before they assume full classroom responsibilities. New teachers hired after September 1st will be paid at their daily rate of pay for their professional development.

(3) Funding for Induction/Mentoring Programs shall be provided by the School District as a separate allocation not to be considered as part of any school's discretionary funds.

(b) To the extent authorized by the Department of Education, college or continuing professional education course credits and/or credits towards attaining permanent certification will be granted for programs and activities related to new teacher induction.

4. Programs for Experienced Teachers

(a) Continuing Professional Education Activities

(1) The School District and the Federation together with other representatives required by Act 48 shall collaborate to establish the School District's Continuing Professional Education Plan that meets the requirements of Act 48 and the Pennsylvania Department of Education's related Professional Education Plan Guidelines.

(2) Both the Federation and the School District shall apply for approved provider status for continuing professional education programs required by Act 48. In addition, the Federation and School District shall collaborate in pursuing affiliations with higher education institutions, in order to offer collegiate credits for programs required by the School District's Continuing Professional Education Plan.

(3) The parties agree that for purposes of fulfilling the professional development hours required by the terms of this Agreement employees shall participate in programs, courses, activities or learning experiences that are directly aligned with the goals of the School District's Continuing Professional Education Plan as it may have been supplemented at the school to which they are assigned.

(4) The Federation and the School District shall jointly develop and the School District shall operate a database to provide information on approved professional development programs. The database shall be posted on the School District's and the Federation's web sites.

(b) Reactivating Certification

Professional educators who hold an Instructional II Certificate, and who are returning to service after a period of inactive certification of four (4) years or less may participate in continuing education programs offered by the School District.

5. Professional Development Programs for Instructional Support Personnel

(a) The School District's Professional Development Plan shall include a program of education and training for instructional support personnel to develop and enhance their job skills and competence.

(b) The program shall be based on a needs assessment, recommendations from instructional support staff representatives, administrator recommendations, and requirements based upon School District policy changes or initiatives.

(c) A committee with equal representation of Federation and School District members shall oversee the design and implementation of the program.

(d) Such program may include but not be limited to:

- (1) technology training;
- (2) student behavior management;
- (3) orientation to School District policies;

- (4) time management, conflict resolution and team building skills; and
- (5) budgeting and record keeping.

ARTICLE XI

Assessment of Performance and Interventions

A. Individual Assessments for Professional Employees

1. Observations and Ratings for Professional Employees

(a) In accordance with the Public School Code, tenured professional employees shall be rated at least annually.

Tenured professional employees who have been rated unsatisfactory within the previous three (3) years shall be subject to semi-annual ratings for a period of three (3) years following their unsatisfactory rating.

(b) Ratings shall be made at least semi-annually for temporary professional employees (TPEs) and long-term substitutes.

(c) All ratings of all employees shall be completed in accordance with the Public School Code.

(d) For teachers in a professional development year (years one (1) and two (2)), ratings will also be based upon the teacher's Professional Development Plan (PDP) and the implementation of the PDP.

(e) The rating officer for the school nurse shall be the Principal who shall consult with the Nurse Supervisor.

(f) With the employee's consent, electronic devices may be used in the observation and supervision of an employee and as part of work-related projects. This does not preclude, to facilitate written documentation of an observation, the use of a portable computing device, which shall not be used for video, photographic, or audio recording of a teacher.

(g) A rating form may not be relied upon to support a dismissal for incompetency unless the employee has been provided a completed rating tool, which includes a description based upon classroom observations of deficiencies in practice. An observation may not be relied on to support an unfavorable rating of an employee unless a written statement of the observation is given to the employee within five (5) school days following the observation.

(h) The District shall design a Performance Improvement Plan, with input from the employee, for those employees whose rating requires a Performance Improvement Plan.

B. Professional Growth and Peer Assistance and Review System

1. The School District and Federation agree to establish a Peer Assistance and Review Program (PAR) as part of a Professional Growth System. The Parties shall establish a Design Team comprised of six (6) members. One half of the members shall be appointed by the President of the Federation and the other half by the Superintendent. The Design Team will develop the PAR Program consistent with the terms of this Agreement. The work of the Design Team will be implemented by an Implementation Team to be named in equal numbers by

the PFT and the District. The Implementation Team will include the members of the Design Team as well as the additional members named by the Parties.

2. PAR is a mandatory program for all New Teachers. New Teachers are teachers in their first year of employment with the School District, who are not tenured in Pennsylvania. PAR is also available to non-tenured teachers following their first year of employment on an as needed basis.

3. PAR is a mandatory program for tenured teachers who have been rated unsatisfactory in the current and/or previous school year. Participation in PAR may also be requested by a tenured teacher who believes that his/her teaching competence will benefit from PAR.

4. PAR Panel

(a) The PAR Program will have ongoing leadership provided by a Panel comprised of eight (8) members, four (4) of whom shall be selected by the Federation and four (4) of whom shall be selected by the School District. Should a vote be required for any action or decision, an affirmative vote of at least five (5) members is necessary. The Chair of the PAR Panel shall alternate annually between the Superintendent and/or CEO and the President of the Federation, or their designee.

(b) The Panel will be divided into PAR Pairs consisting of one (1) Federation appointed member and one (1) District appointed member.

(c) The PAR Panel shall make discretionary decisions regarding eligibility for the Program; monitor the overall progress of teachers participating in the Program; and make retention recommendations for new teachers and tenured teachers participating in PAR.

(d) PAR Pairs will meet regularly with Consulting Teachers to review the work of the Consulting Teachers and the progress of teachers assigned to the PAR Pair, to evaluate teachers and make retention recommendations to the PAR Panel.

(e) The PAR Panel will make retention recommendations for all New Teachers participating in the Program. New Teachers who are not recommended for retention by the PAR Panel will be dismissed by the School District. The PAR Panel will make retention recommendations for tenured teachers who have been placed in the PAR Program and where the Panel recommends dismissal, the teacher will be rated unsatisfactory and dismissed, subject to any changes necessary to implement the Commonwealth's evaluation process.

(f) The deliberations of the PAR Panel shall be closed and confidential. Its decisions shall be based upon classroom performance and information provided by the Consulting Teacher and the Principal.

(g) The acts of the PAR Panel and the Consulting Teacher shall be final, subject only to appeal by a teacher through the grievance process or through the teacher's statutory rights for review under the Public School Code.

(h) PFT members participating in the PAR Program, as Consulting Teachers or as members of the PAR Panel, shall be indemnified and held harmless by the District against any and all claims arising as a result of their actions within the scope of their duties.

5. Consulting Teacher

(a) Consulting Teachers are Fully Released Teacher Leaders selected by the PAR Panel, utilizing the criteria and selection process developed by the Design and the Implementation Teams.

(b) Consulting Teachers shall have terms of no more than four (4) years. A Consulting Teacher who has completed a term must return to the classroom for a minimum of two (2) years before reapplying to the Program.

(c) A Consulting Teacher returning to the classroom will be treated as a forced transfer and shall be eligible to select a position for which s/he is certified.

(d) Consulting Teachers shall work a ten (10) month year and day and shall receive a ten (10) month teacher salary. Consulting Teachers shall also be required to participate in professional development programs and other professional activities related to their position for up to twenty (20) days to be scheduled between August 1 and August 31 of each year, for which they will receive their daily rate of pay.

(e) Consulting Teachers will observe and review teachers who are assigned as part of their caseloads; plan and implement professional development for teachers assigned to their caseloads; make recommendations for retention to the PAR Pair for New Teachers assigned to the Consulting Teacher; and draft status reports for tenured teachers assigned to the Consulting Teacher. Consulting Teachers shall submit ongoing reports to the PAR Pair. A final status report will be submitted to the PAR Panel. Final status reports shall not be confidential.

(f) All communications between the Consulting Teacher and the participating teacher shall be completely confidential. The Consulting Teacher and the principal for each teacher in the Consulting Teacher's caseload will communicate regarding the intensive assistance plan and the progress of the participating teacher.

6. PAR Program for New Teachers

(a) The PAR Program will have primary responsibility for coaching, reviewing and evaluating New Teachers. School principals will retain responsibility for evaluating all New Teachers for aspects related to non-instructional conduct. Principals will conduct one (1) formal observation for all New Teachers.

(b) New Teachers in the PAR Program who are not making satisfactory progress will be reviewed by the PAR Pair and an intensive assistance plan shall be created by the Consulting Teacher. New Teachers who are not making satisfactory progress shall receive written notification of deficiencies and a written copy of the assistance plan, which shall be communicated to the Principal.

(c) New Teachers who are making satisfactory progress shall receive assistance at a level to be determined by the Consulting Teacher.

7. PAR Program for Tenured Teachers

(a) The PAR Program will have primary responsibility for coaching, reviewing and evaluating a tenured teacher who has been rated unsatisfactory and assigned to the Program. Teachers participating in this Program who were rated unsatisfactory in the current and/or previous school year may have their rating period extended by the PAR Panel provided that the extension does not provide support for more than one year.

(b) Any tenured teacher who believes that his/her teaching competence may benefit from participation in the PAR Program may request participation in PAR, in writing, on a form promulgated by the Panel. The Panel will review requests for help from individual teachers. The Panel will promptly notify the teacher of the determination of whether assistance will be provided. Such communications will be kept completely confidential.

(c) No voluntary participation can be initiated after January 15 of any school year.

(d) The Consulting Teacher shall develop a plan to assist a participating tenured teacher tailored to the specific needs of that teacher and will work with the teacher directly for not more than one (1) year. The Consulting Teacher will also observe participating teachers and prepare a status report documenting their observations.

(e) Upon receipt of a Consulting Teacher's status report, the PAR Pair shall make a retention recommendation for a tenured teacher that has completed the PAR Program to the PAR Panel. If the PAR Panel recommends dismissal the District will dismiss the teacher, subject to any changes necessary to implement the Commonwealth's evaluation process. This retention decision will be subject to the grievance and arbitration procedures contained in this Agreement and/or the statute and appeal provisions contained in the Public School Code.

8. Professional Development Plan

(a) Each tenured teacher shall design, in collaboration with the Principal or the Principal's designee, a multi-year Professional Development Plan (PDP) for continuous improvement, which the Principal or Assistant Principal shall approve and which approval shall not be unreasonably denied. The teacher's evaluation shall inform the PDP. The Principal, or the Principal's designee, and the teacher shall meet at least once per year to review the PDP. The only teachers who are not required to work on a PDP are long-term substitute teachers, teachers participating in Peer Assistance and Review and tenured teachers in their formal evaluation year.

(b) The focus of the PDP is to support professional development activities that are of value to teachers, aligned to the School's Comprehensive Plan and the teacher's evaluation, and that are planned to improve student outcomes and school results.

9. Role of Principal

(a) Principals will communicate with Consulting Teachers assigned to teachers in their building regarding the principal's observations of teachers in the PAR Program.

(b) Principals will conduct one (1) formal observation for any teacher participating in PAR.

C. Non-Professional Employees

1. Newly appointed employees (exclusive of professional employees, temporary professional employees, and per diem substitutes) shall serve a probationary period of three (3) months from their dates of appointment. During this probationary period, an employee who has been absent for any reason (with the

exception of work related injuries) on three (3) or more occasions, or has had two (2) or more occasions of unsatisfactory work performance, or has had any documented unsatisfactory incident, may be transferred or terminated at the discretion of the Superintendent and/or CEO without recourse to the grievance procedure.

2. Employees who have completed the probationary period shall have their performance evaluated as satisfactory or unsatisfactory at least every two (2) years.

3. The Administration jointly with the Federation shall develop appropriate performance assessments for such non-professional employees.

ARTICLE XII Compensation

A. Salaries

1. Effective as soon as practicable following ratification, employees at the maximum of the salary schedule applicable to their pay step prior to ratification shall receive a lump sum payment of 3% of base salary.

2. Effective September 1, 2017, employees at the maximum of the salary schedule applicable to their pay step in the 2016-2017 school year shall receive a lump sum payment of 4% of base salary.

3. Effective September 1, 2018, employees at the maximum of the salary schedule applicable to their pay step in the 2017-2018 school year shall receive a lump sum payment of 4% of base salary.

4. Effective September 1, 2019, employees at the maximum of the salary schedule applicable to their pay step in the 2018-2019 school year shall receive a lump sum payment of 2% of base salary.

5. Effective September 1, 2019, employees at the maximum of the salary schedule applicable to their pay step shall receive a 2% salary increase.

B. General Compensation Terms

1. Effective September 1, 2016, employees not at the maximum of the salary scale applicable to their pay step shall receive an increment consistent with the salary schedule in effect.

Effective September 1, 2017, employees not at the maximum of the salary scale applicable to their pay step shall receive an increment consistent with the salary schedule in effect.

Effective September 1, 2018, employees not at the maximum of the salary scale applicable to their pay step shall receive an increment consistent with the salary schedule in effect.

Effective September 1, 2019, employees not at the maximum of the salary scale applicable to their pay step shall receive an increment consistent with the salary schedule in effect.

Effective September 1, 2019, employees not at the maximum of the salary schedule applicable to their pay step shall receive a 2% salary increase.

Effective September 1, 2019, eligible employees hired before September 1, 2014 and not at the maximum of the salary scale applicable to their pay step shall receive a second increment consistent with the salary schedule in effect.

Effective July 1, 2020, eligible employees hired before September 1, 2015 and not at the maximum of the salary scale applicable to their pay step shall receive an increment consistent with the salary schedule in effect.

Effective July 1, 2017, eligible employees shall receive credit on lanes for approved educational credits, including senior career credits.

2. A teacher, who enters the service of the School District of Philadelphia and has approved professional experience outside of the Philadelphia public schools, shall receive credit on a salary schedule for such years less one (1) year.

3. A former Philadelphia public school employee who returns to service within a period of four (4) years shall be placed on the appropriate salary schedule at the same level with an employee in service with equal experience.

4. A former teacher in the School District of Philadelphia who returns to service after a period of more than four (4) years shall be given the same salary credit for his/her prior service as a newly hired teacher with approved professional experience outside of the Philadelphia public schools.

5. A former secretary, Paraprofessional or NTA in the School District of Philadelphia who returns to service after a period of more than four (4) years shall be given salary credit for his/her prior service on a year for year basis up to a maximum of three (3) years.

6. An employee who has been promoted shall suffer no loss of pay as a result of such promotion.

7. When employees other than teachers are required to attend Staff Development Programs after their regularly scheduled work day, they shall be compensated at their regular hourly rate of pay.

8. An employee moved to a lower paid classification on or after September 1, 2017, shall, except in cases of a demotion, retain his/her former rate in his/her new classification until such time as the rate for that new classification reaches his/her red-circled rate or two and one-half (2.5) years, whichever is sooner, after which he/she shall be entitled to such increases as are applicable to the classification into which he/she has moved.

9. Teachers will be paid their regular hourly rate to teach a 6th period and/or Saturday class(es).

10. When schools are closed by administrative action, ten (10) month employees shall not be required to report to work.

11. Therapists who are employed at the Widener summer program shall be paid at their regular bi-weekly rate for such service.

12. Teachers teaching in the extended school year program (ESY) will be paid at their regular daily rate for each day worked in the program.

13. A nurse who has been required by appropriate administrative authority or in response to a health emergency, to use all or part of the lunchtime for other purposes, shall be entitled to compensatory time off.

14. When a nurse is called in early or retained by the School District only to cover for an absent nurse, he/she shall be paid for such time at the extra-curricular rate.

15. There may be continued involvement of department heads in the development of curriculum. Payment for curriculum work performed at a time other than during the teacher's day shall be at the extra-curricular rate of pay. If a supervisory rate is established, payment is to be at that rate.

16. In the event an employee is absent less than two (2) hours on any day with approval of the Principal/administrator, there shall be no deduction from the employee's pay.

17. An employee who fails to submit a properly documented absence card within the pay period of absence shall not be paid until the card is delivered to the Principal or his/her designee.

18. An employee who, when and if permitted by this Agreement, is requested or directed by the Administration to go to a location other than that to which he/she is regularly assigned or is authorized to use a personal car for School District business, shall be paid at the IRS-approved rate for any authorized travel and shall be reimbursed for any reasonable and necessary parking fees and tolls.

19. Teachers shall not be required to attend meetings outside of their regularly assigned workday for which there is no additional compensation, except for induction hours, two (2) evening meetings per year and, provided there is joint agreement by the Principal, the Building Representative, and the President of the Home & School Association, or in the absence of a Home & School Association by the Principal and Building Representative, a third evening meeting per year. Such agreement must be in writing and signed by the three parties referenced herein. Nothing in this Agreement shall prohibit employees from volunteering to perform duties outside their regularly assigned workday, which services shall not result in any additional compensation.

If an additional night meeting beyond the three (3) meetings referenced above is desired by a school community, the following process will be followed. The issue will be discussed and a plan developed collaboratively by the Principal, the Building Committee, the Home and School President and/or parent members of the School Council.

An additional night meeting may be scheduled through a shortened work day and that day cannot exceed the contractual work day. If such a meeting is scheduled, it requires the signature of the Principal, the Building Committee and the Home and School President.

20. All overtime shall be distributed equitably among eligible employees qualified to perform the work, within each classification at a given work location. Such distribution shall be accomplished in a manner to be determined by the operating head of each department in consultation with the Federation.

21. An employee, other than a member of the teachers bargaining unit, required to work on the first day of his/her scheduled two (2) days off shall be paid at the rate of time and one-half (1½) for all time worked on such day. Such employee required to work on the second day of his/her scheduled two (2) days off shall be paid at the rate of time and one-half (1½) for all time worked on such day. In the event such employee is required to work both the first and second day of his/her scheduled two (2) days off, he/she shall be paid at the rate of double time for such time as he/she works on the second day of such scheduled two (2) days off.

22. All employees shall be eligible if qualified for extra-curricular activities and pay. Employees other than teachers shall be paid at their regular hourly rate of pay.

23. In each school year, each teacher (as defined in Article XVIII, Section A(1)) shall have the right to expend one hundred (\$100) dollars out of his/her school's allotment for supplies, instructional aids and books for the purpose of purchase or requisition of such materials for use with his/her students. Any unexpended portion of such one hundred (\$100) dollars shall be retained in the school's said allotment. The method of effectuation of this Section has been agreed upon by the Federation and the School District and will govern for the life of this Agreement except as modified from time to time by mutual agreement of the parties.

24. In each school year each psychologist shall have the right to expend one hundred (\$100) dollars out of the Division of Special Education allotment for instructional materials and supplies for the purpose of purchase or requisition of such material for use in his/her professional activities. Any unexpended portion of such one hundred (\$100) dollars shall be retained in the Division's said allotment. Procedures for the effectuation of this Section shall be established by agreement between the Federation and the School District.

25. The School District shall add to the regular school requisition form a health education materials listing. Each public school shall be allotted the sum of one hundred (\$100) dollars each year for such supplies to be ordered by the nurse. Each non-public school which has at least one (1) day of nurse service every other week shall be allotted the sum of fifty (\$50) dollars for such purpose. The method of effectuation of this Section has been agreed upon by the Federation and the School District and will govern for the life of this Agreement except as modified from time to time by mutual agreement of the parties. A Joint Committee consisting of representatives designated respectively by the Superintendent and/or CEO and the Federation shall make a study of the appropriate health education material for the purpose of recommending the listing of approved additional materials on the school requisition forms.

26. Teachers employed on October 1, 1996, or earlier shall receive one (1) additional personal leave day per year placed in his/her frozen bank not later than August 31st of each year.

27. All ten (10) month long-term substitute teachers appointed effective September 1 of each school year shall receive their annual contractual salaries

as described in Article XII, Section N(6). Long-term substitutes in this class shall be eligible for benefits only through June 30th.

C. Senior Career Teachers

1. For employees hired after September 1, 1985 who are paid on a salary schedule that provides for a degree differential, placement on a schedule higher than a Master's degree shall be subject to approval of the content of the academic work presented, which approval shall not be unreasonably withheld.

2. To qualify for placement on the salary schedule for Senior Career Teachers, teachers must meet the following minimum requirements:

(a) M.A. Degree plus sixty (60) credits or Ph.D.

(b) Ten (10) years' of satisfactory teaching in the School District of Philadelphia

(c) Dual Certification as follows

(1) Two (2) subject areas, or

(2) Elementary and Secondary, or

(3) K-12 Certification, or

(4) Regular and Special Education

3. For purposes of Dual Certification, Principal or Supervisor's Certificate shall be eligible for consideration as one (1) of the two (2) certifications.

D. Other Compensation Terms for Members of the Secretaries' Bargaining Unit

1. An employee's regular hourly rate for the purpose of calculating overtime shall be his/her (bi-weekly) base salary divided by the number of hours he/she is scheduled to work.

2. For work during hours in excess of the regularly scheduled number of hours of work per day, an employee shall be paid at his/her straight time rate up to a total of forty (40) hours worked in a week and at the rate of time and one half (1½) for all time worked in excess of forty (40) hours per week.

3. Long-term substitutes shall be paid at the first step of the appropriate classification, except for long-term substitute secretaries who have completed one (1) year of service shall be paid at the second step of the ten (10) or twelve (12) month schedule.

4. A school secretary who enters the service of the School District of Philadelphia and has approved experience as a school secretary outside of the School District of Philadelphia shall for each year of such experience receive a year of credit on the applicable salary schedule, such credit not to exceed two (2) years.

5. In those schools where only one (1) secretary is employed and where the pupil enrollment exceeds six hundred (600), the salary of such secretary shall be increased by the same percentages as other salaries and the salary schedule shall be contained in the pay plan published by the School District.

E. Other Compensation Terms for Members of the Paraprofessionals' Bargaining Unit

1. An employee's regular hourly rate for the purpose of calculating overtime shall be his/her (bi-weekly) base salary divided by the number of hours he/she is scheduled to work.

2. For work during hours in excess of the regularly scheduled number of hours of work per day, an employee shall be paid at his/her straight time rate up to a total of forty (40) hours worked in a week and at the rate of time and one half (1½) for all time worked in excess of forty (40) hours per week.

3. Each holiday as designated in the official School District Calendar on which schools are closed shall be considered as the appropriate number of hours worked as specified for the employee's classification.

4. Each day of authorized absence because of sickness shall be considered as the appropriate number of hours worked for each classification of employee.

5. Employees who work in a summer program shall be paid their regular hourly rate for such work.

6. Long-term substitutes shall be paid at the first step of the salary schedule for the appropriate classification.

7. LIMAs shall receive a fifty (\$50) dollar supply allotment each year.

F. Other Compensation Terms for Members of the Non-Teaching Assistants' Bargaining Unit

1. The following rules shall govern the calculation of compensation for overtime required by or performed at the request of an authorized person:

(a) Overtime at the rate of time and one-half (1½) shall be paid for all time worked in excess of forty (40) hours in any week.

(b) Each holiday as designated in the official School District Calendar on which schools are closed shall be considered as eight (8) hours of straight time worked for the above purposes.

(c) An employee's regular hourly rate for the purpose of calculating overtime shall be his/her (bi-weekly) base salary divided by the number of hours the employee is scheduled to work. He/she shall be paid for all hours worked in excess of seven and three quarter (7¾) hours in any day at the rate of time and one-half (1½). A holiday and sick leave day shall be considered seven and three quarter (7¾) hours of straight time worked. For ten (10) month employees, the ten (10) month bi-weekly shall be used for such calculation.

2. NTAs shall be paid time and one-half (1½) for all hours worked during the evening.

3. Those NTAs who are required to remain in the building up to thirty (30) minutes beyond the regular work day to accomplish a task which is not an emergency task will receive straight time compensation for the additional time period.

4. In the event an employee shall be required to perform work for the School District during any Saturday, Sunday or holiday on which schools are closed, he/she shall be paid for all hours worked during such days at his/her regular hourly overtime rate in accordance with Section 1 of this Article, depending upon the number of hours he/she worked during the payroll week in which such day falls, but not less than four (4) hours at his/her regular rate.

5. A long-term substitute shall advance to the next succeeding step of the appropriate schedule at each increment date. A long-term substitute returning to service as a long-term substitute shall be placed upon the same salary step at which he/she was when his/her long-term service was terminated.

6. NTAs who are employed in the summer shall be paid at their regular hourly rate of pay.

G. Other Compensation Terms for Per Diem Substitutes

1. Any regularly appointed teacher who has been laid off by the School District, or any employee who was a long-term substitute teacher in the previous year and who serves as a per diem substitute teacher shall be paid at the daily rate specified in the Agreement as if he/she had worked the required twenty-two (22) teacher days in the preceding or in the current school year.

2. When a per diem substitute teacher achieves long-term status there shall be no deduction from the long-term substitute salary on account of a difference between the daily salary rates of the two (2) classifications.

3. If schools are closed by administrative action, a per diem substitute who has been assigned for that day shall be paid.

H. Other Compensation Terms for Members of the Professional/Technical Bargaining Unit

1. An employee who is assigned to a School District vehicle and who is required, because of a vehicle breakdown, to remain with the vehicle beyond his/her shift, shall be compensated for any time beyond his/her regular shift. The employee shall report to his/her supervisor as soon as possible.

2. All employees in the bargaining unit whose salary is equal to or less than fifty thousand three hundred ninety two dollars (\$50,392) per year effective January 19, 2010 shall be eligible for overtime compensation at the rate of time and one half (1½) for time worked in excess of forty (40) hours in any one (1) week or eight (8) hours in any one (1) day, and for straight time for time worked between the normal work week and forty (40) hours, except for employees assigned a ten (10) hour/four (4) day per week schedule, who shall be eligible for time and one half (1½) for time worked in excess of forty (40) hours in any one (1) week.

3. All employees in the bargaining unit earning more than the amount named in Section 2 above, but less than seventy four thousand eight hundred fifty eight dollars (\$74,858) per year effective January 19, 2010 shall, earn overtime as above based on the hourly rate of an employee earning the amount named in paragraph 2.

The Parties agree that the rates set forth in Article XII, Section H 2 & 3 will be increased in accordance with any across the board raise contained in the agreement.

4. All employees in the bargaining unit earning in excess of the higher amount named in Paragraph 3 shall be eligible to earn compensatory time. Compensatory time shall be earned hour for hour up to forty (40) hours per week and one and one-half (1½) hours for each compensatory hour earned in excess of forty (40) hours.

5. There shall be no pyramiding of overtime rates under any section of this Article.

6. An employee who works on a scheduled School District holiday shall be paid at time and one half (1½) of his/her regular hourly rate for all hours worked on such day, in addition to the holiday pay for which the employee is eligible.

7. An employee called to work on other than regular work on other than regular hours shall be guaranteed at least two (2) hours work or pay in lieu thereof for any period less than two (2) hours; four (4) hours work or pay in lieu thereof for any period more than two (2) hours and less than four (4) hours; six (6) hours work or pay in lieu thereof for any period more than four (4) hours and less than six (6) hours. However, employees earning in excess of the higher amount named in paragraph 2 of this Section shall receive compensatory time.

8. A ten (10) month employee who is required to work on a day the schools are closed because of inclement weather shall be paid at straight time for all hours worked on such day in addition to his/her regular salary or shall receive a compensatory day.

9. The time worked on such day shall be included as time worked for purposes of computing time and one half (1½) after forty (40) hours in any week in which such day may occur. The difference, if any, between such time worked on such day and the normal work day of such employee shall be included as time worked for purposes of computing time and one half (1½) after forty (40) hours in any week in which such day may occur.

10. An employee who is not required to work on a day the schools are closed because of inclement weather shall receive his/her regular salary for such day. Such day not worked shall be included as time worked for purposes of computing time and one half (1½) after forty (40) hours in any week in which such day may occur.

11. If a snow day falls on an employee's regularly scheduled day off, then such employee shall not be paid for such day, and such day shall not be included as time worked for the purposes of computing overtime.

12. A foreman who is assigned to work scheduled overtime on Saturday or Sunday shall receive guaranteed four (4) hours of overtime pay; except for individuals assigned to the ten (10) hour/four (4) day per week schedule, who are governed by the side letter that sets forth terms and conditions for the ten (10) hour/four (4) day per week schedule.

13. An employee's regularly scheduled day off shall not be included as time worked for the purposes of computing overtime.

14. The tool-carrying allowance presently payable to Maintenance Department employees and Building Construction Inspectors shall be twelve dollars (\$12.00) per month for each month of active employment.

I. Other Compensation Terms for Members of the Head Start Bargaining Unit

1. An employee who is required to work beyond his/her regular workday, with authorization of the appropriate administrator, shall be paid his/her straight time rate for all hours worked beyond thirty-five (35) hours and up to forty (40) hours per week.

2. For all hours worked beyond forty (40) hours in any one (1) week, he/she shall be paid at the rate of time and one half (1½) of his/her regular hourly rate.

3. Exclusive of Head Teachers, employees shall be paid at the rate of time and one half (1½) of their regular hourly rate for the time spent at any evening meeting beyond two (2) meetings in one (1) year.

4. An employee who is required to use part or all of his/her regular daily break or who is required to work beyond his/her regular work day shall be entitled to compensatory time for time used in such cases. Such compensatory time shall be taken in individual blocks equal to the break time lost or time worked that extended his/her day.

5. A request for compensatory time shall be granted unless the number of such requests would affect the operation of the center.

6. In each school year, each teacher shall have the right to expend fifty dollars (\$50) out of his/her center's allotment for supplies, instructional aids and books for the purpose of purchase or requisition of such materials for use with his/her students. Any unexpended portion of such fifty dollars (\$50) shall be retained in the center's said allotment. The method of effectuation of this Section has been agreed upon by the Federation and the School District and will govern for the life of this Agreement except as modified from time to time by mutual agreement of the parties.

J. Other Compensation Terms for SSA Bargaining Unit

1. If the employees are required to work beyond their regular school day, they shall be compensated at straight time until forty (40) hours per week and time and one half (1½) after forty (40) hours per week.

2. When employees are required to attend staff development programs after their regularly scheduled workday, they shall be compensated at their regular hourly rate of pay.

3. In each year, the regular daily schedule of an employee shall be no less than two (2) hours or the number of hours up to four (4), which are in effect when the employee commences work during the school year.

4. In the event that the schools are closed on account of inclement weather, the employees assigned thereto shall not be required to report for duty on that

day. Such employee shall be paid for the regular daily number of hours for that day.

5. Employees shall be paid for all of the non-working days during the Winter and Spring holidays. Employees shall be paid for all holidays.

K. Other Compensation Terms for Food Service Managers Bargaining Unit

1. For work during hours in excess of the regularly scheduled number of hours of work per day, an employee shall be paid at his/her straight time rate up to a total of forty (40) hours worked in a week and at the rate of time and one-half (1½) for all time worked in excess of forty (40) hours per week.

2. The classification formula for Food Service Managers shall be modified to provide for the classification of Food Service Manager IV. This classification shall be based on two thousand (2,000) meals per day or more.

L. Pay for Assignment to an Acting Position

An employee who is designated to fill an assignment which, it is anticipated, will continue for twenty (20) or more consecutive calendar days in a position whose salary schedule contains a higher salary than his/her own shall, from the inception of his/her filling of such position, be compensated in the same manner as if he/she were regularly appointed to such position. Where it is contemplated that the assignment will continue for fewer than twenty (20) consecutive calendar days but actually continues for twenty (20) or more consecutive calendar days, the provisions concerning compensation above shall apply for the whole period of his/her assignment retroactively. This provision shall not be construed to apply to employees who are classified in a relief position.

M. Pay for Satisfactory Performance

1. All employees shall be eligible for pay raises, incremental increases, value-added compensation or service increments only if they receive a satisfactory rating at the end of the rating period preceding the effective date of the increase.

2. When an employee is determined to be ineligible for pay raises and incremental increases under this provision, he/she shall remain at the same level of the salary schedule and shall receive the same salary in the next succeeding school year that he/she is in active service. If such an employee is rated satisfactory at the end of the next rating period, he/she shall not be granted any standard contractual pay increases or service increments retroactively.

N. Schedule/Methods of Payment

- 1. Employees shall be paid every other Friday.
- 2. When a holiday falls on a day when checks are issued, paychecks will be mailed in a timely fashion, but in no event later than two (2) days prior to the regular payday.
- 3. A nurse who is regularly assigned to a public school on the Friday on which salaries are paid shall have his/her paycheck delivered to that school with

the paychecks of other employees in the school. However, a nurse who had direct deposit need not be assigned to his/her payroll school on the Friday on which salaries are paid. For nurses assigned full time to non-public schools, arrangements for transmittal of paychecks will be made by the Division of Health Services.

4. Salary increments shall be implemented and paid effective the date of the increment.

5. Employees shall have a leave bank created to store personal days accumulated as a result of administrative actions such as prep time payback, etc. Employees shall be eligible to use all such accumulated days each year. In the year of termination, employees shall receive termination pay for each unused day in accordance with Article XIII. Section L.5.

6. All ten (10) month employees shall be reclassified as twelve (12) month employees for the purpose of this section only, and shall be paid their contractual annual salary over a twelve (12) month period.

7. Any employee whose schedule does not require attendance during July and August shall continue to receive salary during July and August at their daily rates of pay in anticipation of their availability to work as of September 1 as long as they remain in active status.

8. If any such employee is not in pay status on any days or parts of days between September 1 and June 30, his/her future salary during the following July and August shall be reduced by the proportion that the number of such days or parts of days not in pay status bears to the total number of weekdays between said September 1 and June 30.

9. Nothing herein shall be construed to modify the present method of computation of personal illness or personal leave reimbursement.

10. An explanation of the codes on the paycheck stub shall be made available to employees during the first month of each school year.

11. If an employee whose schedule does not require attendance during July and August terminates his/her employment at any time, he/she shall be entitled to severance payment equal to a percentage of his/her daily salary for each day he/she was in pay status between the first day of September prior to his/her termination and his/her last day of work whichever is earlier. Such percentage shall be determined by dividing the number of weekdays occurring between July 1 and August 31 by the number of weekdays occurring between the preceding September 1 and June 30. If the employee's termination date is between July 1 and August 31, such severance payment shall be reduced by the gross amount of salary received for the period from July and August 31.

12. Any 10 pay 12 employee (a ten (10) month employee who receives his/her salary over a twelve (12) month period) who terminates is entitled to receive any monies in his/her reserve accrual account after taking into account salary adjustments/corrections required as a result of early termination.

O. National Board of Professional Teaching Standards

1. The School District shall reimburse classroom teachers up to twenty-five hundred dollars (\$2,500.00) for application fees and expenses incurred in applying for National Board of Professional Teaching Standards Certification. The classroom teachers shall only be eligible for reimbursement for fees and expenses involved in applying for National Board of Professional Teaching Standards Certification after receiving certification.

2. During the initial application process for the National Board of Professional Teaching Standards Certification, the School District shall provide up to one (1) day of substitute service for a classroom teacher within thirty (30) days before their portfolios are due. The teacher must request the day of substitute service at least two (2) weeks in advance.

3. All teachers who receive certification from the National Board of Professional Teaching Standards shall be given an annual bonus of seven thousand five hundred dollars (\$7,500.00) for the length of their certification.

4. During the period of their certification, a National Board of Professional Teaching Standards certified teacher may be requested to assist or mentor another teacher, including but not limited to the following, by leading professional development, establishing a model classroom, or assisting a teacher in applying for National Board of Professional Teaching Standards Certification.

ARTICLE XIII Benefits

A. Medical Plans

1. **Medical Coverage.** The School District shall provide medical coverage to eligible employees and their qualifying dependents, in accordance with this Section, in the Teachers, Non-Teaching Assistants, Secretaries, Paraprofessionals, Food Service Managers, Head Start, and Professional Technical bargaining units.

2. **Employee Eligibility.** Employees eligible for medical coverage under the School District's plans are those active employees who are employed in a full-time capacity or in an eligible part-time capacity under the two-fifths (2/5) rule. For employees hired on or before the 15th calendar day of the month, coverage becomes effective on the first day of the following month. For employees hired after the 15th calendar day of the month, coverage becomes effective on the first day of the next succeeding month. Subject to PHSA rights, coverage shall cease on the date that active employment ceases.

3. Qualifying Dependents.

(a) The employee may cover dependent children in accordance with the law. Spouse shall include your lawfully married spouse or common law spouse, as specifically provided in this Agreement. The School District will not recognize common law marriages first entered into on or after January 1, 2005. The School District will develop reasonable procedures for recognizing those common law marriages entered into before January 1, 2005 but not presented to the School

District until after that date. Common law spouses who were enrolled prior to January 1, 2005 shall continue to be eligible for coverage. However, no common law spouse may be enrolled for coverage after January 1, 2005. Coverage for a dependent child shall terminate on the date the child reaches his/her twenty-sixth (26) birthday. If a dependent is totally and permanently disabled and dependent upon the employee for support sufficient to qualify as a dependent on the tax return of the employee, then the dependent may continue to be enrolled for medical coverage so long as the employee is eligible for coverage. Original documentation sufficient to establish eligibility must be provided to the School District prior to the start date of coverage for each covered person.

(b) **Domestic Partners:** An employee may elect to cover a domestic partner. Imputed income equal to the cost of coverage for the domestic partner shall be added to the W-2 of the employee. Original documentation sufficient to establish eligibility must be provided to the School District prior to the start date of coverage for each covered person. The School District shall establish both a list of required documentation necessary to establish Domestic Partnership as well as policies and procedures for ensuring that these documents are maintained in a confidential fashion.

4. **Plan Options.** The medical coverage offered by the School District shall be as follows:

(a) Employees currently enrolled in Keystone HMO15 and employees hired after the date of this agreement shall be enrolled in Keystone HMO 15 ("Base Plan"). Upon completion of four (4) years of employment, any employee, choosing to enroll in the PC 20/30/70% (w/ variations) Plan shall be permitted to do so, provided however, that such employee shall be required to pay five percent (5%) of the then applicable current Personal Choice Component Premium (e.g., Single, Husband and Wife, Family) in addition to any other premium contributions contained in this Agreement.

(b) When the Medical Plan becomes self-funded the School District shall establish premium equivalents using reasonable actuarial methods. These premium equivalents shall be used to establish the payments, if any, required in Article XIII, Section A(4)(a).

(c) Effective September 1, 2017 or as soon as possible thereafter, all employees currently enrolled in Personal Choice 20/30/70% (w/ variations) may choose to remain in Personal Choice 20/30/70% (w/ variations) effective September 1, 2017 or the Base Plan.

5. **Cafeteria Plan.** The School District will maintain a pre-federal income tax medical insurance premium conversion account for bargaining unit members.

Participation in the medical insurance premium conversion account will be governed by the Collective Bargaining Agreement. If a participant elects health coverage requiring a co-pay, the co-pay will be taken out of salary through regular payroll deduction on a before-tax basis, unless an affirmative election is made to use "after-tax" payroll deduction.

Employees who experience a change in family status within the meaning of the premium conversion plan document that apply to this pre-tax account may, in certain circumstances, enroll after the start of the plan year, or stop further deductions during the year.

6. The School District shall be responsible for the management of the medical plans.

The medical plans shall be self-funded with appropriate stop-loss coverage as determined by the School District. Medical plans must include all current and future federal and state mandated programs.

Effective July 1, 2010, or as soon as reasonable thereafter, the School District shall introduce and maintain an employee health management program including disease management and wellness. Incentives for participation and engagement in this program may be included at the discretion of the School District. These programs will be administered by the medical carrier or an independent third party(ies) as selected by the School District in consultation with the Federation.

7. Effective September 1, 2017, or as soon as practicable thereafter, each employee being provided with health insurance under this Article shall contribute, through pre-tax payroll deductions, towards premium in the amount of 1.25% of base salary. Effective September 1, 2019, each employee being provided with health insurance under this Article shall contribute, through pre-tax payroll deductions, towards premium in the amount of 1.5% of base salary.

8. In addition to the premium contribution in Sections A.4 and A.7, an employee whose spouse is employed and eligible for employer sponsored insurance shall pay a surcharge amount if the employee elects to receive medical coverage offered by the School District for his/her spouse in the following amounts: \$50 per month effective September 1, 2017, or as soon as practicable thereafter, and \$75 per month effective September 1, 2019.

B. Philadelphia Federation of Teachers Health and Welfare Fund

1. It is understood and agreed that the Philadelphia Federation of Teachers, Local 3, AFT, AFL-CIO has established a Trust Fund designated and known as the "Philadelphia Federation of Teachers Health and Welfare Fund."

2. The Trust Fund shall continue to have its place of business in Philadelphia, Pennsylvania, and it shall continue to be operated by a Board of eight (8) Trustees, six (6) of whom shall be appointed by the Federation and two (2) of whom shall be appointed by the School District or its designee.

3. Effective September 1, 2017, the School District shall pay into the Fund the sum of three thousand nine hundred and sixteen dollars (\$3,916) per eligible member. The payments shall be made at the rate of one hundred and fifty dollars and sixty-two cents (\$150.62) for each of twenty-six (26) pay periods.

4. Effective September 1, 2018, the School District shall pay into the Fund the sum of four thousand one hundred eleven dollars and eighty cents (\$4,111.80) per eligible member. The payments shall be made at the rate of one hundred fifty-eight dollars and fifteen cents (\$158.15) for each of twenty-six (26) pay periods.

5. Effective September 1, 2019, the School District shall pay into the Fund the sum of four thousand three hundred seventeen dollars and thirty-nine cents (\$4,317.39) per eligible member. The payments shall be made at the rate of one

hundred sixty-six eight dollars and seven cents (\$166.07) for each of twenty-six (26) pay periods.

6. When a ten pay twelve employee leaves before the end of the school year an adjusting payment will be made to reflect the number of actual days worked by the employee divided by the number of school year work days. Adjusting payments will be made by October 30 for the prior twelve (12) month period that ended August 31.

7. The Parties agree that the District shall make six (6) payment holidays in FY18 and one (1) payment holiday in FY19 on dates to be determined by the Parties. The District agrees three (3) of these holiday payments will be repaid to the Fund in FY21 on dates to be agreed to by the Parties.

The District shall advance repayment of the three (3) payment holidays in the event the reserves of the Health and Welfare Fund falls below ten million dollars (\$10,000,000). The obligation of the District to maintain the reserve at \$10,000,000 is limited to repayment of these three (3) holidays.

C. Purpose of Trust Fund

1. The purposes of the Trust Fund is to make payments from principal or income or both of (1) benefits to employees, their families and dependents for medical and hospital care; (2) benefits on account of sickness, temporary disability, permanent disability, death or retirement; (3) benefits for any and all other purposes which may be specified by the Trustees of the Fund, provided same are within the scope of applicable law.

2. Subject to the stated purposes of the Trust Fund, and applicable law, the Trustees shall have full authority to establish rules and regulations with respect to coverage, amounts of benefits, eligibility, priorities among classes of benefits, methods of providing or arranging for provisions for benefits, investment of Trust Funds, and all other related matters including reasonable and necessary administrative costs.

D. Payment to Trust

1. The payments to the Trust Fund shall be made by the School District to the Fund at the conclusion of each full bi-weekly pay period for twenty-six (26) such payments during the school year.

E. Title to Monies Paid into Trust

Title to all the monies paid into and/or due and owing said Trust Fund shall be vested in and remain exclusively in the Trustees of the Trust Fund. No benefits or monies payable from this Fund shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge the same shall be void. The monies to be paid into said Trust Fund shall not constitute or be deemed wages due to the individual employee nor shall said monies in any manner be liable for or subject to the debts, contracts, liabilities or torts of any beneficiary of such Trust Fund.

F. Leave of Absence for Employees to Work for Health and Welfare

In accordance with the provisions of the foregoing Article III, Section B employees who are elected and/or appointed to full time positions with the “Philadelphia Federation of Teachers Health and Welfare Fund” shall be granted leaves of absence for the purpose of accepting those positions. No more than ten (10) employees from among all of the bargaining units presently represented by the Federation shall be granted such leaves of absence for any school year.

G. Philadelphia Federation of Teachers Legal Services Trust Fund

1. The School District agrees to establish the “Philadelphia Federation of Teachers Legal Services Trust Fund” which shall be organized to qualify as a tax-exempt organization pursuant to the provisions of the United States Internal Revenue Code of 1954, as amended. The exclusive function of said Trust being to form part of a qualified legal services plan within the meaning of Section 120 of the United States Internal Revenue Code of 1954, as amended. For the 2010-2011 school year, the School District shall pay to said Trust Fund one hundred and fifty-five dollars (\$155) per year for each employee covered by this Agreement payable at the rate of seven dollars and seventy-five cents (\$7.75) per employee per pay period for twenty (20) full bi-weekly pay periods each school year. Effective beginning with the 2011-2012 school year, the School District shall pay to said Trust Fund one hundred and sixty-five dollars (\$165) per year for each employee covered by this Agreement payable at the rate of eight dollars and twenty-five cents (\$8.25) per employee per pay period for twenty (20) full bi-weekly pay periods each school year.

2. It is further agreed that there shall be established a qualified group legal services plan of which the aforescribed Trust Fund shall form a part, pursuant to the provisions of Section 120 of the United States Internal Revenue Code of 1954, as amended.

3. The purposes of the Philadelphia Federation of Teachers Legal Services shall be to provide for the exclusive benefit of employees, their spouses or dependents’ specified benefits consisting of personal legal services through prepayment of, or provision in advance for, legal fees in whole or part. Exclusions and Limitations of the Plan shall include at a minimum matters involving as adverse parties any of the following: the Plan, any Employer or any agent of the Plan or Employer, the Trust or any Trustee.

4. The Philadelphia Federation of Teachers Legal Services Trust Fund shall have such places of business as the Trustees in their discretion may from time to time direct. The Philadelphia Federation of Teachers Legal Services Trust Fund shall be operated in the same manner as the Philadelphia Federation of Teachers Health and Welfare Trust Fund by a Board of eight (8) Trustees, six (6) of whom shall be appointed by the Federation and two (2) of whom shall be appointed by the School District or its designee.

5. All provisions above which are applicable to the Philadelphia Federation of Teachers Health and Welfare Trust Fund, with respect to the Trustees’ authority to establish rules and regulations regarding coverage, amounts of benefits, eligibility, methods of providing and/or arranging for the provision of benefits, investments of funds and other related matters; to leaves of absence for School District employees working for the Fund, to prorating the payments of employees who cease working for the School District; to the methods and times of payments of amounts to the Fund; and to the title of the monies paid to the Fund, shall be fully applicable to the Philadelphia Federation of Teachers Legal Services Trust Fund to the extent permissible under applicable law.

H. Career Development

1. The School District and Federation agree to create a Career Development Fund for the purpose of assisting the bargaining unit members in career development. Towards this end, the School District shall contribute the sum of four hundred thousand dollars (\$400,000) on an annual basis for the purpose of tuition reimbursement.

2. The School District and Federation agree to create a Joint Committee comprised of two (2) representatives appointed by the Superintendent and/or CEO and two (2) representatives appointed from the Federation who shall have the authority to implement and oversee this program.

3. The funds from this program shall be made available to Paraprofessionals, Non-Teaching Assistants, Secretaries, non-degreed Professional/Technical bargaining unit members, and Teachers who need to be re-certified.

4. Each year, employees in the above classifications shall be eligible for tuition assistance for the cost of college credits of a minimum of fifty dollars (\$50) per college credit for a maximum of six (6) credits in any one (1) year.

I. Life Insurance

1. **Eligibility.** Upon employment, an employee in a covered bargaining unit shall be permitted to obtain coverage under the School District’s Life Insurance Plan without medical examination. An employee in service for more than ninety (90) days electing to obtain such coverage at any other time must undergo a medical examination satisfactory to the insurance carrier, the cost of which he/she must pay.

2. **Covered Bargaining Units.** Teachers, Non-Teaching Assistants, Secretaries, Paraprofessionals, Food Service Managers, Head Start and Professional/Technical.

3. **Amount of Coverage.** Coverage under the Life Insurance Plan shall permit an employee to elect life insurance coverage in the amount of two thousand dollars (\$2,000) or coverage in the following amounts:

Base Salary	Amount	Base Salary	Amount
Under \$1,500	\$ 3,438	\$9,000 to \$9,999.99	\$15,000
\$1,500 to \$2,999.99	\$ 5,000	\$10,000 to \$10,999.99	\$16,250

Base Salary	Amount	Base Salary	Amount
\$3,000 to \$3,999.99	\$ 7,500	\$11,000 to \$11,999.99	\$17,500
\$4,000 to \$4,999.99	\$ 8,750	\$12,000 to \$12,999.99	\$18,750
\$5,000 to \$5,999.99	\$10,000	\$13,000 to \$13,999.99	\$20,000
\$6,000 to \$6,999.99	\$11,250	\$14,000 to \$14,999.99	\$21,250
\$7,000 to \$7,999.99	\$12,500	\$15,000 to \$15,999.99	\$22,500
\$8,000 to \$8,999.99	\$13,750	\$16,000 to \$16,999.99	\$23,750
		\$17,000 and over	\$25,000

4. **Retiree Life Insurance.** The amount of insurance provided for employees who retire and who have been participating in the life insurance program shall be two thousand dollars (\$2,000).

5. **School District Contribution.** The District will continue its present participation in the premium cost of life insurance coverage, but in no case shall this be less than approximately one-half (½) of such premium cost.

6. **Additional Options.** In addition to the foregoing, with the approval of the Federation, the School District may offer other insurance options which, at the employee's expense through authorized payroll deduction, may be purchased by eligible employees and/or their qualifying dependents.

J. Wage Continuation Program

1. **Eligibility.** Employees in the Teachers, Non-Teaching Assistants, Secretaries, Paraprofessionals, Food Service Managers, Head Start and Professional/Technical bargaining units shall have the opportunity to enroll in a weekly indemnity program which would provide a uniform benefit duration with various waiting periods based on accumulated sick leave. This plan shall be as follows:

Accumulated Sick Leave	Waiting Period	Percentage of Premium Paid By the School District	Benefit Duration
Less than 10 days	7	25%	26 weeks of benefit payments after the individual has utilized his/her accumulated sick leave plus waiting period.
10 but less than 30	6	25%	
30 but less than 60	5	65%	
60 but less than 90	4	100%	
90 but less than 120	3	100%	
120 but less than 150	2	100%	
150 but less than 180	1	100%	
180 days and over	0	100%	

2. **New Hires.** For employees in covered bargaining units who are newly hired within the three (3) years immediately prior to each September 1 when the employee's weekly indemnity benefits category is set, the percentage of premium paid by the School District will be as follows:

Accumulated Sick Leave	Waiting Period	Percentage of Premium Paid By the School District	Benefit Duration
Less than 10 days	7	50%	26 weeks of benefit payments after the individual has utilized his/her accumulated sick leave plus waiting period.
10 but less than 30	6	50%	
30 but less than 60	5	65%	

3. **Enrollment.** Employees shall be permitted to enroll in the Wage Continuation Program during an employee's first year of employment or during the District's annual open enrollment period.

4. **Category Placement.** At the commencement of each school year and until the following July 1, the individual shall be placed in a category relating to his/her accumulated sick leave.

5. Premium amounts for the Weekly Indemnity Program shall be deducted from all pay.

6. **Waiting Periods.** The waiting period shall apply only once during each school year commencing with July 1 or September 1.

7. **Social Security Offset.** The benefits shall be offset by Social Security after five (5) months of continuous disability.

8. **Non-Working Days.** Any employee receiving weekly indemnity benefits on the day before and the day after a holiday or other paid non-working day shall be paid for that holiday or other paid non-working day at the weekly indemnity rate of pay.

9. **Catastrophic Illness.** Any employee who has an accumulated sick leave balance of at least ninety (90) days and who, as a result of suffering a single catastrophic illness or injury, has a continuous absence, certified by a physician, that brings his/her sick leave balance below thirty (30) days, shall be treated as a new employee for purposes of calculating wage continuation rates for not more than three (3) years subsequent to the date of his/her return to work.

10. If an employee is receiving wage continuation benefit payments, then health benefits coverage shall be continued in accordance with the following:

(a) If the employee has not exhausted FMLA benefits prior to the commencement of benefit payments under the wage continuation insurance program, then any remaining FMLA health care coverage shall first be applied to the period during which the employee is receiving wage continuation benefits. If employees

are required to pay a contribution towards their health care, the employee on FMLA leave shall make a contribution equal to the amount of the employee contribution for the same health care coverage.

(b) When the employee exhausts FMLA health care coverage, the employee is eligible for health care benefits for the remaining duration of the wage continuation insurance benefit payments. If employees are required to pay a contribution towards their health coverage, then the employee must make a contribution equal to the amount of the employee contribution for the same health care coverage for the period of coverage. If the employee receives wage continuation benefits for any amount of time longer than six (6) months and the employee does not return to work following the termination of the wage continuation benefit, the amount of time in excess of six (6) months during which the employee participated in the Employer Group Health Plan and received wage continuation payments shall be considered to have been an alternative to PHSA (Public Health Service Act) coverage and shall reduce the amount of time for which the employee may elect PHSA coverage.

(c) If the employee has exhausted FMLA benefits prior to the commencement of benefit payments under the wage continuation program, then the employee is eligible for health care coverage for the duration of the wage continuation insurance benefit payments. If employees are required to pay a contribution towards their health care coverage, then the employee must make a contribution equal to the amount of the employee contribution for the same health care coverage for the period of coverage. If the employee receives wage continuation benefits for any amount of time longer than six (6) months and the employee does not return to work following the termination of the wage continuation benefit, the amount of time in excess of six (6) months during which the employee participated in the Employer Group Health Plan and received wage continuation payments shall be considered to have been an alternative to PHSA (Public Health Service Act) coverage and shall reduce the amount of time for which the employee may elect PHSA coverage.

K. Workers' Compensation

1. **Eligibility.** As set forth in this Section, active employees in all bargaining units shall be covered by the School District's workers' compensation program for injuries or illnesses arising out of the course of employment.

2. **Bureau of Workers' Compensation.** Except as set forth herein, the School District shall provide workers' compensation benefits to employees in accordance with the Pennsylvania Workers' Compensation Act (WCA) except that in no event will payments to the employee be less than sixty-six and two-thirds percent (66⅔%) of base pay.

3. Injuries or Illnesses Sustained by Physical Assault.

(a) During the first year of an employee's absence because of injury sustained as the result of a physical assault by reason of his/her status as an employee and the past or present performance of his/her duties as an employee, such employee shall be paid an amount, including payments, if any, to which he/she is entitled under the WCA, equal to the compensation he/she would have received during the period of his/her absence; provided that the employee treats with the School

District's panel of physicians for ninety (90) days. The employee's absence shall not be charged against his/her sick leave or personal leave. The employee's reasonable medical expenses arising out of such injury will be reimbursed by the School District in accordance with the WCA.

(b) Effective February 1, 2010, employees who are on an approved workers compensation absence resulting from a physical assault, as set forth in Article XIII, Section K(3)(a), who separate from employment due to the assault will have medical benefits, including payments to the Philadelphia Federation of Teachers Health and Welfare Fund, provided by the School District for no more than five (5) years after separation from employment at the same level provided prior to separation so long as the employee continues to receive workers compensation payments.

4. **Offsets.** In accordance with the WCA, the School District shall be permitted to offset benefits under the WCA against other income.

5. **Delivery System.** The School District shall retain the right to explore, jointly with the Federation, a contract for workers' compensation benefits through insurance and/or other delivery systems, including but not limited to a capitated medical delivery program that complies with the terms of this Section.

6. Employees shall continue to be eligible to participate in an employer sponsored medical plan for up to twelve (12) months following commencement of an approved occupational injury claim. If the employee does not return to work following the termination of an approved occupational injury claim of a duration greater than six (6) months but less than twelve (12) months, or if the employee's (or former employee's) approved occupational injury claim extends beyond twelve (12) months, the amount of approved time in excess of six (6) months, during which the employee participates in the Employer Group Health Care Plan shall be considered to have been an alternative to PHSA (Public Health Service Act) coverage and shall reduce the amount of time for which the employee may elect PHSA coverage. If employees are required to pay a contribution towards their health care, the employee on workers compensation leave shall make a contribution equal to the amount of the employee contribution for the same health care coverage.

L. Termination Pay

1. (a) **Payment for Unused Sick and Personal Days.** Upon termination of service, eligible employees whose services were not terminated for intentional misconduct shall be entitled to receive termination pay.

(b) Effective no later than January 1, 2012, the School District shall pay termination pay within seventy-five (75) days from the date the employee submits all required paperwork, if any, to the District.

2. Eligibility

(a) For employees in the Teachers, Non-Teaching Assistants, Secretaries, Paraprofessionals, Food Service Managers, Head Start, Professional/Technical and Supportive Services Assistants bargaining units, termination pay shall consist of compensation for twenty-five percent (25%) of unused accumulated sick leave

days and for one hundred percent (100%) of accumulated unused personal leave days.

3. *Accumulation of Sick Days in Year of Termination*

(a) For teachers in the school year of termination, sick leave days shall be accumulated at the rate of one (1) day for each calendar month of such year prior to termination of service, except that teachers employed on a special service schedule in institutions shall accumulate sick leave at the rate of 1.09 days for each such month up to a total of eleven (11) months.

(b) For other eligible employees in the school year of termination, the accumulation of sick leave days for such year shall be calculated by multiplying by ten (10) the quotient of the number of months worked in such year divided by the total number of working months in said year.

4. *Accumulation of Personal Days in Year of Termination*

(a) For teachers, personal leave is accumulated on a school year basis, personal leave in the school year of termination of services shall be accumulated at the rate of one (1) day for each three and one-third ($3\frac{1}{3}$) months prior to such termination, except that teachers employed on a special service schedule in institutions shall accumulate personal leave at the rate of one (1) day for each three and one-third ($3\frac{1}{3}$) months (including July and August) in the school year of termination of services.

(b) For other eligible employees, since personal leave is accumulated on a school year basis, such leave in the school year of termination of services shall be accumulated for ten (10) month employees at the rate of one (1) day for each three and one-third ($3\frac{1}{3}$) months of employment prior to such termination and for twelve (12) month employees at the rate of one (1) day for each four (4) months of employment prior to such termination.

5. *Value of Leave Day*

(a) For employees hired prior to July 1, 2017, the value of a leave day for ten (10) month employees for the above purposes shall be one-two hundredth ($\frac{1}{200}$) of the annual salary such an employee is receiving at the time of termination, and the value of a leave day for the above purposes of a twelve (12) month employee shall be one-two hundred and fortieth ($\frac{1}{240}$) of the annual salary such employee is receiving at the time of termination.

(b) For employees hired on or after July 1, 2017, the value of a leave day for ten (10) month employees for the above purposes shall be seventy-five percent (75%) of one-two hundredth ($\frac{1}{200}$) of the annual salary such an employee is receiving at the time of termination, and the value of a leave day for the above purposes of a twelve (12) month employee shall be seventy-five percent (75%) of one-two hundred and fortieth ($\frac{1}{240}$) of the annual salary such employee is receiving at the time of termination.

M. *Leave Benefits*

Leave benefits shall be provided in accordance with the Leave Benefits Appendix as listed on Appendix "E" and Administrative Bulletin 12, as it may be amended.

N. *Inoculations*

Inoculation against childhood diseases shall be provided at no cost to the employee for any employee in the following bargaining units who desires such inoculation: Teachers, Non-Teaching Assistants, Secretaries, Paraprofessionals, Food Service Managers, Head Start, Per Diem Teachers, Supportive Services Assistants, and Professional/Technical.

O. *Benefits Bulletins and Policies*

1. ***Distribution to Employees.*** The School District will develop and/or update its administrative bulletins and policies describing benefits to employees under this Article and the accompanying Leave Benefits Appendix. The Federation shall have the right to review each such bulletin or policy, and any insurance policy to which the bulletin or policy refers. The School District will distribute to each employee a copy of the applicable bulletins and policies.

2. ***Consistency with Insurance Policies and Statutes.*** Where a group policy is purchased by the School District to cover any benefit or where a statute is the basis for any benefit, the benefits bulletins or statements shall be consistent with such policy or statute, and, if inconsistent, the rights, privileges and duties of each employee with respect to such coverage shall be governed solely by the statute or policy and not by the above statement.

ARTICLE XIV *Due Process Procedures*

A. *Conference Procedures*

1. A copy of each rating including comments by the Principal or other rating officer, shall be given to each employee in time to give the employee adequate opportunity to decide whether he/she desires a conference on the matter. If the employee makes such a request, the Principal or other rating officer shall consult with the employee about his/her rating before it is placed in the employee's official personnel file.

2. The Principal or other rating officer may also hold a conference with an employee before or after he/she has rated the employee.

3. A copy of his/her rating, as intended to be placed in the official file, shall be given to each employee. Within ten (10) school days after the employee's receipt of such copy, he/she may use either or both of the following procedures:

(a) The employee may furnish to the Principal his/her written self-evaluation, with supporting facts, in duplicate, concerning his/her rating and one (1) copy of such self-evaluation shall also be placed in the official file, together with the response, if any, a copy of which shall also be promptly given to the employee; and/or

(b) The employee may invoke the grievance procedure if he/she believes that his/her rating is improper because of capriciousness, arbitrariness, unfairness, prejudice, failure to conform with prevailing processes of rating or absence of factual support for such rating.

4. In the event a Principal or other administrator desires to discuss with an employee matters which may affect his/her position in respect of discharge, resignation, demotion or transfer, or which may result in an unfavorable anecdotal record, such administrator shall advise the employee, in writing, that he/she may have a Federation representative present at such conference. In the event that such employee attends the conference after such notice without union representation, then any agreement or statement he/she makes may be used. If notice of the right to union representation is not given to the employee, agreements or statements made by the employee or occurrence at such conference shall not be used against or in respect to the employee for any disciplinary purpose.

5. Except in an emergency, when as much notice as possible will be given, an employee shall be given at least twenty-four (24) hours' notice of any meeting he/she is required to attend with an administrator. Such notice shall also include the subject of the meeting.

6. In any conference between a Principal and an employee at which conference a person or persons are present who are not employees of the School District the employee attending such conference shall have the right to be represented by one (1) Federation representative of his/her choice. This provision shall not be construed to deny the parent of a student the right to a private conference with the student's teacher or counselor.

7. Any disciplinary action shall be implemented within a reasonable time after the event giving rise to the disciplinary action or knowledge thereof.

B. Personnel Files

1. Except for material pertaining directly to his/her work performance or such other matters that may be cause for suspension or dismissal under the School Code, no material derogatory to an employee's conduct, service, character or personality shall be placed in the official personnel file of such employee. Material relating to work performance, suspension or dismissal may be reduced to writing and maintained, only if it is signed by a person competent to know the facts or make the judgment and only if the employee has been given an opportunity to read the material promptly following its receipt or formulation. Any anonymous material placed in an employee's file prior to the execution of this Agreement shall at such employee's request be removed therefrom, and shall be given no weight or consideration for any disciplinary purpose.

2. The employee shall have the right to answer any material now in his/her file as well as any material filed hereafter, and his/her answer shall be attached to the file copy.

3. Upon request by the employee and his/her identification, he/she shall be permitted to examine his/her file. The employee shall indicate in a writing to be placed in his/her file that he/she has examined the same.

4. An employee shall be permitted conveniently to reproduce at the School District's expense, on the School District's premises any material in his/her file.

5. Only those personnel who have an official right and reason for doing so may inspect an employee's file. When an employee's file is inspected by such a

person, he/she shall indicate that he/she had examined the same by a writing given to the supervisor of personnel files who shall be responsible for placing it in the file.

6. Administrators shall be encouraged to place in the employee's file information of a positive nature indicating special competencies, achievements, performances or contributions of an academic, professional or civic nature. Any such materials received from outside, competent, responsible sources shall also be included in the employee's file.

7. Material not in the employee's official file may not be used against the employee for any purpose.

8. When an employee has received an unfavorable anecdotal record(s), the employee, upon application after eighteen (18) months, can have such records and all related memos and documents, with the exception of letters of suspension or demotion, personnel transaction forms and state rating forms, destroyed if the employee has not had a similar and/or related unfavorable anecdotal record(s) during said eighteen (18) month period. Leaves of absence for any reason that exceed thirty (30) calendar days shall not be considered in the calculation of the eighteen (18) months.

9. Letters of suspension or demotion, personnel transaction forms and state rating forms may, upon application by the employee, be destroyed after five (5) years if the employee has not had a similar and/or related anecdotal record during said five (5) year period.

C. Third Party Medical Evaluations

At the election of an employee who, on the basis of a School District medical evaluation, will be subjected to termination, involuntary change of work classification, loss of pay, involuntary use of sick leave or involuntary retirement for disability, or who is refused a promotional appointment for which he/she is otherwise eligible, except in matters of Workers' Compensation, such evaluation shall be submitted for determination to a doctor on a list of doctors selected from those in the appropriate specialty as listed in *Dorlands Medical Directory*. The Federation shall agree to the list of doctors to be used for this purpose.

ARTICLE XV Dispute Resolution

A. Grievance Subjects

1. A grievance is defined as a dispute or disagreement over the application or interpretation of this Agreement.

2. Wherever the term "school" is used, it is to include any other work location or functional division or group in which a grievance may arise. Wherever the term "Principal" is used, it is to include the administrator of any such other work location or functional division or group. Wherever the term "employee" is used, it is to include any member or members of the bargaining units. Wherever the singular is used, it is to include the plural. Wherever the term "Federation

representative” is used, it is to mean the Federation Building Representative or his/her employee designee or, where there is no Federation member, any other employee representative designated by the Federation.

3. Nothing within this procedure shall be construed to deny to any employee his/her rights under any applicable law.

B. Procedure for Adjustment of Grievances

1. Grievances and problems shall be presented and adjusted in accordance with the following procedure: the employee having a grievance, complaint or problem shall first discuss the matter with the Principal, either directly or accompanied by another employee in the school, or by the Federation Building Representative, with the objective of resolving the matter informally.

2. Step 1

(a) In the event the matter is not resolved informally, the grievance stated in writing may, except as hereinafter otherwise provided, be lodged with or submitted to the Principal of the school in which the grievance arises within twenty (20) school days following the discussion with the Principal. The written grievance shall state whether there was an oral discussion of the matter with the Principal.

(b) The grievance may be lodged and thereafter discussed with the Principal:

(1) By an employee accompanied by a Federation representative, if the employee so requests;

(2) Through a Federation representative, if the employee so requests;

(3) By a Federation representative in the name of the Federation;

(4) By an employee in person on his/her own behalf, provided, however, that the Federation representative is given an opportunity to be present at such discussion; or

(5) By an employee accompanied by any other employee in the same school provided, however, that the Federation representative is given an opportunity to be present at such discussion.

(c) Whenever a decision on a grievance which has been lodged and is sought to be adjusted by an employee on his/her own behalf or while accompanied by any employee in the school, other than the Federation representative, would involve the application or interpretation of any provision of this Agreement or of any policy or could be deemed a precedent as to the working conditions, or welfare of employees in the bargaining unit, the Principal shall give to the appropriate Federation representative under Step 1a the opportunity to state the views of the Federation as to the adjustment sought by the employee and that proposed by the Principal.

(d) Within five (5) school days after receiving the grievance, the Principal shall communicate his/her decision in writing to the employee who lodged the grievance and to the Federation representative.

3. Step 2

(a) Within five (5) school days after receiving the decision of the Principal, the aggrieved employee, through the Federation, or the Federation in its own name, may appeal from the decision at Step 1 to a Hearing Officer designated by the Superintendent of Schools and/or CEO. (It is the intention of the parties that there shall be a Hearing Officer for all cases for as long a term as possible in order to afford the parties the benefit of the knowledge and experience thus gained by such Hearing Officer.) The appeal shall be in writing and shall be accompanied by a copy of the decision at Step 1. A copy of said appeal shall be sent to the appropriate Assistant Superintendent or other Administrator and to the Employee Relations Office of the Office of Talent. Within ten (10) school days after the receipt of the appeal, said Employee Relations Office shall use its good offices to adjust or resolve the grievance amicably.

(b) If the grievance is not thus resolved amicably, said Employee Relations Office should refer the matter to the said Assistant Superintendent or Administrator, who shall take such steps as he/she deems necessary in order to adjust the grievance amicably.

(c) If the efforts at amicable adjustment do not resolve the grievance, then, not later than twenty-two (22) school days after receipt of the appeal, the Hearing Officer shall hold a hearing on the grievance.

(d) The aggrieved employee, any Federation representative who may have participated at Step 1, the Principal and the Chairperson of the Federation Grievance Committee, or his/her designee, shall be given at least five (5) school days' notice of the hearing and an opportunity to be heard thereat on the subject of the grievance. The appropriate Assistant Superintendent or Chief may participate in such hearing and may advise and counsel the Hearing Officer. In the event the hearing is conducted by a designee of the Chief Talent Officer, he/she shall make a written report to said Chief Talent Officer.

(e) Within ten (10) school days after the hearing on the appeal, the Chief Talent Officer shall state his/her independent decision and the reasons therefore in writing and simultaneously forward copies thereof to the aggrieved employee, to the Federation representatives who participated in this Step and to the Principal.

(f) Where a Principal has been involved in a determination or an action which gave rise to a grievance, he/she shall, if requested by the grievant, the Hearing Officer, or the Superintendent and/or CEO, be present at Step 2 and Step 3 proceedings.

4. Step 3

(a) Within twenty-five (25) school days after receiving the decision of the Chief Talent Officer, the School District or the Federation may submit the matter to arbitration if the grievance, complaint or problem involves the compliance with, or application or interpretation of this Agreement, provided that a grievance concerning any School District action, not inconsistent with any provision of this Agreement, taken under any term of this Agreement, requiring or providing for exercise of the School District's discretion or policy-making powers, may be decided by an arbitrator only if it is based on a complaint that such action

was applied in a manner inconsistent with the general practice under such action followed throughout the school system in similar circumstances.

(b) The method for submitting a matter to arbitration shall be as follows: The party to this Agreement desiring that the matter be arbitrated shall serve a Written demand for arbitration upon the other party either by certified mail addressed to the other party or by hand-delivery to a person authorized by the other party to receive a demand for arbitration. The party serving the demand for arbitration shall simultaneously mail a copy thereof to the Philadelphia Regional Office of the American Arbitration Association. The arbitrator shall be chosen in accordance with the then current Voluntary Labor Arbitration Rules of the American Arbitration Association governing the voluntary settlement of labor disputes.

(c) In lieu of the above procedure to select an arbitrator, the parties during the term of this Agreement, may agree to mutually select a permanent arbitrator. In the event either party withdraws its approval of the agreed upon permanent arbitrator, they may mutually select and agree upon another permanent arbitrator. If the parties are unable to agree to a permanent arbitrator, then the procedure to select an impartial arbitrator set forth in the above paragraph shall be followed.

(d) The arbitrator shall issue his/her decision not later than thirty (30) days after the date of the closing of the hearings or, if oral hearings have been waived, then thirty (30) days from the date of transmitting the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted. The arbitrator shall have the power and authority to decide, and shall limit his/her decision strictly to the matters specified in paragraph (a) of Step 3; he/she shall be without power or authority to make any decisions:

(1) Contrary to, or inconsistent with or which modifies or varies in any way, the terms of this Agreement or of applicable law or rules or regulations having the force and effect of law; or

(2) Which limits or interferes in any way with the powers, duties and the responsibility of the School District under its By-laws, applicable law and rules and regulations having the force and effect of law, except that this clause (2) shall not be deemed to limit the arbitrator's authority to make decisions or awards which he/she is authorized to make under this paragraph (d) on the matters set forth in paragraph (a) of this Step 3.

(e) The decision of the arbitrator, if made in accordance with his/her jurisdiction and authority under this Agreement, will be accepted as final by the parties and both will abide by it.

(f) The arbitrator's fee will be shared equally by the parties to the dispute.

(g) The School District agrees that it will apply to all substantially similar situations the decisions of an arbitrator sustaining a grievance and the Federation agrees that it will not bring or continue, and that it will not represent any employee in, any grievance which is substantially similar to a grievance denied by the decision of an arbitrator.

C. General Procedures

1. The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the School District to take the action complained of, subject, however, to the final decision on the grievance.

2. Nothing contained in this Article or elsewhere in this Agreement shall be construed to permit the Federation to present or process in behalf of any employee without his/her consent a grievance not of the character described in Step 1b.

3. Lawyers shall not be used by either party at second step grievance hearings.

4. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. When such hearings are during school hours, all employees who are present at the hearing shall be excused with pay for that purpose.

5. At each of the first two (2) steps of the Grievance Procedure, the School District and the Federation shall have the opportunity and duty to present all documentary evidence and witnesses on which each relies in support of its position. At Step 3 of the Grievance Procedure, each of said parties shall be given the opportunity to present all documentary evidence and witnesses on which it relies and shall not be permitted to present any evidence or witnesses not presented at either Step 1 or Step 2, unless such evidence or witnesses were not known to exist and could not by reasonable diligence have been discovered prior to the hearing at Step 3.

6. No officer or Executive Board member, delegate, representative or agent of a minority organization shall represent the aggrieved employee at Step 1 of this procedure. An agent shall include any person who, acting in an official capacity for a minority organization, regularly performs for that organization such acts as distributing literature, collecting dues, circulating petitions, soliciting membership, or serving regularly as a spokesperson at employees' meetings. An agent shall not include any person who performs such duties occasionally or without any official designation by the minority organization involved. A minority organization shall mean any organization other than the Federation.

7. An employee who is not a Federation representative or such representative's designee shall not accompany or act on behalf of an aggrieved employee at Step 1 of this procedure in more than two (2) grievances during a school year.

8. If a grievance (a) arises from the action of authority higher than the Principal of a school or (b) is of such a nature as to involve the application or interpretation of any provision of this Agreement or of any policy or could be deemed as setting a precedent as to the working conditions or welfare of employees, the Federation may present such grievance at Step 2 of this procedure, without Step 1 thereof.

9. No decision on or adjustment of a grievance shall be contrary to any provision of this Agreement.

10. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the Federation to lodge an appeal at the next step of this procedure.

11. The time limits specified in this procedure may be extended, in any specific instance, by mutual agreement of the School District and the Federation.

12. Principals shall make arrangements to allow reasonable time without loss of salary for Federation Building Representatives to investigate grievances. In the event clarification is necessary as to what constitutes reasonable time, the Chief Talent Officer, after consultation with the Federation, shall make the final determination.

13. Second step hearings of disputes arising out of rostering and/or assignments for the next school year have priority status and shall be heard as soon after May 25 as possible and no later than July 10.

ARTICLE XVI ***Long-Term Substitutes***

A. Eligibility for Long-Term Status

1. A per diem substitute employee shall become eligible for, and be deemed to hold, long-term status and shall be assigned as a long-term substitute in the position he/she holds, when he/she has:

- (a) Served at least twenty (20) consecutive days in a position likely to exist for three (3) months or more; and
- (b) Received a rating of “satisfactory” from the Principal during twenty (20) days of per diem service.

2. If an employee once designated a long-term substitute is assigned to a position likely to exist for three (3) months or more, such long-term substitute shall not be required again to fulfill the other requirements of A1(a) and A1(b) above. This provision does not apply to Professional/Technical Employees.

B. Assignment and Replacement

1. Preference for known long-term vacancies by seniority will be given to long-term substitutes who have shown competence in the subject to be taught or area of assignment and who have not been recommended for dismissal in prior assignments. This provision does not apply to Professional/Technical Employees.

2. A long-term substitute shall not be displaced from a particular assignment except for cause as defined in Section 514 of the School Code, or because of the return of the teacher for whom he/she is substituting, or because of the position being filled by the appointment of a regular teacher. In either of the latter two (2) cases, the long-term substitute shall be given preference in assignment to other vacant long-term posts. This provision does not apply to Paraprofessionals, Food Service Managers and Professional/Technical Employees.

3. Whenever possible, a long-term substitute must be given two (2) weeks’ notice before he/she is replaced by an appointed employee.

4. When a long-term substitute teacher is to be replaced by an appointed teacher, the long-term substitute with the least service in the school and in the subject area for which the replacement is being made will be released first, and so on in that order. This provision applies only to Teachers.

5. When a long-term substitute who is not a teacher is to be replaced by an appointed employee, the long-term substitute with the least service in the school and in the classification for which the replacement is being made will be released first, and so on in that order. This provision does not apply to Food Service Managers or Professional/Technical Employees.

6. If there is not a long-term post available, the displaced substitute shall be notified promptly of the fact and shall be given a per diem assignment but shall be paid on his/her long-term basis for the days he/she works for the remainder of the school year, provided he/she accepts all per diem assignments, except in the case of his/her illness. When a long-term substitute functions as a per diem substitute on this basis, he/she shall continue to receive, for the balance of the year, all insurance, sick leave, personal leave and holiday pay that he/she would be entitled to if serving in a long-term substitute capacity. If it is not possible to offer per diem service with long-term substitute status, he/she is to be given ten (10) days’ notice of termination of his/her position or pay in lieu thereof. This provision does not apply to Paraprofessionals, Food Service Managers, Per Diem Teachers and Professional/Technical Employees.

7. Upon termination of his/her appointment as a provisional teacher, a person who previously was a long-term substitute shall be given credit, for seniority purposes, for the period served as a provisional teacher as if such period had been served as a long-term substitute. This provision applies only to Teachers and Head Start Employees.

8. Long-term substitutes on existing eligibility lists will be offered opportunity for appointment to vacancies before provisional appointments are offered for the filling of such vacancies. This provision applies only to Teachers and Head Start Employees.

9. Satisfactory service as a long-term substitute shall be considered as experience for the purpose of examination point credit to the same extent other teaching experience is considered. This provision applies only to Teachers, Secretaries, Paraprofessionals and Professional/Technical Employees.

10. An applicant for a teaching position who is a long-term substitute with five (5) or more years of long-term substitute service shall receive an additional five (5) points added to the final examination score in accordance with the following criteria:

- (a) Shall have achieved a passing score on the examination;
- (b) Shall have achieved salary status as a long-term substitute teacher on the first day that the examination is administered;
- (c) Shall be placed at least on Step 6 of the long-term substitute teacher salary schedule on the first day that the examination is administered.

This provision applies only to Teachers.

11. Auxiliary teachers shall be appointed from the ranks of long-term substitute teachers on the basis of seniority with satisfactory service and certification. This provision applies only to Teachers.

C. Other Terms

1. Long-term substitutes shall be required to perform only those duties normally required of an appointed employee.

2. Any in-service course satisfactorily completed by a long-term substitute shall be credited to his/her record on the same basis as if he/she were a regular employee. This provision applies only to Teachers, Secretaries and Head Start Employees.

3. Examinations for Non-Teaching Assistants, Secretaries, SSAs and Classroom Assistants in the School District shall provide for examination point credit for employment experience.

4. A teacher serving in a position in which, under this Article, he/she is to be deemed to be a long-term substitute and to be assigned as such, shall be granted, from the date on which he/she should be so assigned, all leave provisions granted to regularly appointed teachers, except sabbatical leave.

5. None of the provisions of this Article XVI apply to SSAs.

6. Upon appointment as a long term substitute, long-term substitutes shall become eligible to receive the same insurance rights as regularly appointed employees.

ARTICLE XVII
General Working Conditions

A. Work Year

The school year for students shall consist of one hundred eighty-one days (181). For ten (10) month employees, the work year shall consist of one hundred eighty-eight (188) days. The regular school year shall be scheduled between July 1st and June 30th. Nothing in this provision shall preclude any school from establishing a longer instructional year for students or a longer work year for teachers as part of a school-based decision making process authorized by this Agreement. Each year the School District shall establish the school calendar listing the days designated as holidays.

B. Workday

1. Teachers

(a) The workday for teachers shall be seven (7) hours four (4) minutes including a thirty (30) minute, duty-free lunch in secondary schools and a forty-five (45) minute, duty-free lunch in elementary schools. The teacher work day may be scheduled between 7:00 a.m. and 5:00 p.m. Without increasing the total number of hours of work, nor reducing the total hours of instruction, the start and end times for teachers and students shall be set in individual schools. In this process,

due consideration shall be afforded to the transportation requirements of the school.

(b) In the elementary schools, the student day shall begin ten (10) minutes after the teacher day.

(c) A school nurse shall have a regularly scheduled fifteen (15) minute break during the span of the working day.

(1) Such fifteen (15) minute breaks shall not be used to shorten the workday or to extend the lunch period.

(2) In a school where there is more than one (1) nurse, breaks shall be scheduled so that only one (1) nurse is on break at a time.

(d) Lunch time for the school nurse shall be scheduled by the building Principal and shall be at the same time as that scheduled for other professional employees in that building.

2. Non-Teaching Assistants

The workday for Non-Teaching Assistants shall be seven and one-quarter (7¼) hours not including a forty-five (45) minute, duty-free lunch. The workday shall be scheduled between 7:00 a.m. and 5:00 p.m. However, in cases of emergencies, NTAs may be required to work up to thirty (30) minutes beyond the seven and one-quarter (7¼) hour work day without additional compensation.

An emergency task is defined as one that is not a regular or recurring task, but rather one that arises unexpectedly and cannot be performed on a subsequent day and does not recur on a regular basis.

3. Secretaries

The regular work day for ten (10) month secretaries shall be seven and one-quarter hours (7¼) including a thirty (30) minute, duty-free lunch and one (1) fifteen (15) minute break in the morning and one (1) fifteen (15) minute break in the afternoon.

The regular work day for twelve (12) month secretaries shall be seven and one-half (7½) hours including a thirty (30) minute, duty-free lunch and one (1) fifteen (15) minute break in the morning and one (1) fifteen (15) minute break in the afternoon.

4. Paraprofessionals

The workday for paraprofessionals shall be six and three-quarter (6¾) hours not including a one (1) hour duty-free lunch. The paraprofessionals' workday shall be scheduled between 7:00 am and 6:00 pm.

5. Food Service Managers

The regular workday for all Food Service Managers shall be eight (8) hours per day including a thirty (30) minute, duty-free lunch and two (2) fifteen (15) minute breaks.

6. Pre-K

The workday for full-time, ten (10) month Pre-K Employees shall be six (6) hours and fifty-five (55) minutes including a thirty (30) minute duty-free lunch. The workday for all cleaners and custodial assistants shall be five (5) hours.

7. Professional Technical

The workday for professional technical employees shall be seven and three-quarter (7¾) hours including a one (1) hour duty-free lunch except for foremen/planners assigned a ten (10) hour/four (4) day per week schedule and for professional/technical employees in the Transportation Department. The School District will offer the ten (10) hour/four (4) day per week schedule first to volunteers. In the event there are insufficient volunteers, the least senior foremen/planners will be required to work. The workday shall be scheduled between 7:00 am and 6:00 p.m., except that the workday for the ten (10) hour/four (4) day per week schedule shall be scheduled between Wednesday and Saturday and between 6:00 a.m. and 7:00 p.m.

The workday for Scheduling Analysts I and II (Job Codes 7556 and 7557), Garage Supervisors I and II (Job Codes 7546 and 7547) and Dispatchers (Job Code 7520) shall be an eight (8) hour day including a thirty (30) minute duty-free lunch.

8. SSAs, Parent Assistants and Health Room Technicians

SSAs, Parent Assistants and Health Room Technicians shall work between two (2) and four (4) hours, which shall be scheduled during the teacher workday at the school where they are assigned.

9. Per Diem Substitutes

The workday for per diem substitute teachers shall be the teacher workday at the school where they are assigned.

C. Extracurricular Activities and Special Assignment

1. The Principal or Administrator and Building Committee shall jointly formulate the criteria to be used in the selection of Teachers, NTAs and Head Start employees for positions or tasks or extracurricular activities of a school, provided, however, that participation in other uncompensated duties or activities within the School District shall not be one (1) of such criteria. In the event of inability to agree on the criteria, the determination of the Principal shall be final, provided it is neither arbitrary nor capricious. All teachers, including special class teachers, in the school who meet the criteria for such positions or tasks shall be eligible for assignment thereto. When two (2) employees equally meet the established criteria for a position or task within a school, seniority shall govern the appointment to that position.

2. When an opportunity exists for members of the Secretaries', Paraprofessionals', Food Service Managers' and SSAs' bargaining units to serve in a special assignment or task or in a staff development program, an announcement shall be published containing a description of the assignment and any special requirements so that interested employees may apply. When two (2) employees equally meet the established criteria for a position or task, seniority shall govern the appointment to that position.

3. When sports chairpersons' jobs become vacant, they shall be advertised as an extracurricular activity and qualified personnel shall be allowed to apply for the position. The Executive Director of Athletics shall consult with the Federa-

tion and develop the criteria for the position. The Executive Director of Athletics shall make selection.

4. When the Home and School Association of a given school or the faculty thereof requests a teacher representative, such teacher representative shall be elected by the teachers of that school.

D. Other Working Conditions

1. Each school shall be provided with a clean and safe employee lounge.

2. Employees shall carry out their duties including extracurricular activities that take place out of school buildings under safe and healthful conditions.

3. A drinking fountain shall be provided on each floor of every school building.

4. Provisions shall be made as rapidly as possible for parking facilities for employees near their schools and at the Administration Building.

5. Where cafeteria facilities are present and lunch is served to students, lunch shall be provided to the staff.

6. Where practical and where space permits a health room or suite must be located in an area where confidentiality and privacy for pupils using the Health Room can be provided. It should provide areas for physical examinations, first aid, screening tests, case management, a place for sick pupils to rest, a single occupancy toilet and hot and cold running water.

7. The District will evaluate the feasibility of providing air conditioning in health rooms or nurses suites that currently do not have air conditioning and will provide the results of the study to the Federation for further discussion.

8. Under unusual circumstances, an employee will be transferred at his/her request if he/she, the School District and the Federation agree, notwithstanding any seemingly contrary provisions contained in this Agreement.

9. When the School District elects to make apprentice intern opportunities available, employees who possess college degrees will be permitted to apply for participation in the program.

10. Employees shall be given the opportunity to make known their comments and suggestions when new departmental programs are implemented.

11. Scheduled meetings on school time for teachers shall be held only if a reasonable alternative cannot be found. In case it is necessary to hold a meeting on school time with teachers, substitute service shall be provided as follows:

<u>Length of Meeting</u>	<u>Substitute Service</u>
2 to 3 hours	½ day
Over 3 hours	1 day

12. In all schools, announcements shall be made, except in the case of an emergency, only at the same time throughout the school year. The Principal shall notify the school staff in writing of the designated time for such announcements no later than September 15th of each school year.

13. A female employee shall not be required to remain in any office when no other employee is in that office or is not so located as to hear or see what is going on in the employee's office.

14. A duplicating machine(s) or copy machine(s) in good working order and well supplied shall be made available to all employees to use for school purposes at any time that the school is open.

15. The Administration will bear the cost of taxicab fare when necessary to transport an ill child to the child's home and to return the employee escorting the child to that employee's place of assignment.

16. The re-employment of employees who enter the military service of the United States shall be governed by the Universal Military Training and Service Act.

17. If schools are closed by administrative action, an employee shall not be charged for a day of leave, provided that a substitute has not been assigned and paid for that day.

18. Students may not be transported in a personal vehicle except where specifically permitted by School District policy.

E. High Needs Schools

Effective July 1, 2010, High Needs Schools shall include the District's lowest performing schools as measured by Corrective Action II and those schools scoring in the bottom decile of the School Performance Index.

Teachers who voluntarily transfer into High Needs Schools shall suffer no loss of building seniority.

In the event the formula for Corrective Action changes, the Parties agree to meet and discuss any impact on the definition of High Needs Schools.

F. Renaissance Schools

1. Consistent with the special nature of a Renaissance School, teachers working in a Renaissance School may be expected to work up to one (1) hour longer per day than the maximum number of hours per day currently specified in this Agreement. Teachers working in Renaissance Schools may be expected to work a calendar that may include teaching and in-service days greater than those currently specified in this Agreement. The additional teaching and in-service days may include up to an average of two (2) Saturday sessions per month and up to twenty-two (22) days in July.

2. Teachers will be compensated at their daily rate for all days worked beyond the teacher work year. Teachers will be compensated at the prorated daily rate for all hours worked beyond the maximum workday specified in this Agreement. One (1) preparation period per week may be directed by the principal.

3. Teachers working in Renaissance Schools will be expected to assume responsibilities related to participating in and leading professional development activities as part of their regular assignments. These may include workshops, mentoring and curriculum development as determined by the profes-

sional development plan created by the principal and the school leadership team.

4. As part of the application process, all teacher candidates will be advised of scheduling requirements and other working conditions associated with Renaissance Schools as set forth in this Section. Each individual teacher candidate shall specifically acknowledge, and agree to satisfy, as part of the application process for a position at a Renaissance School, the special terms and working conditions associated with Renaissance Schools as set forth in this Section. Upon accepting a position at a Renaissance School, each candidate will agree to satisfy such requirements for appropriate additional compensation as specified in this Section. The form of the document used for the candidate's acceptance of the position will be shared with the Federation prior to its use.

5. The schools will be full site select schools for Teachers. The District will annually discuss with the Federation the assignment and transfer timeline prior to implementation.

6. Instructional Support Staff will be compensated at their hourly rate of pay for any additional time worked beyond their contractual work day and year.

7. Once a school has been designated as a Renaissance School, Instructional Support Staff will have the option of remaining in the Renaissance School or becoming a forced transfer.

8. Once a school has been designated as a Renaissance School, all teachers in the school shall become forced transfers and up to eighty percent (80%) of those teachers that apply to the school through the site selection process may be rehired.

9. All PFT staff assigned to Renaissance Schools will be able to volunteer out of the school with one (1) year of building seniority.

ARTICLE XVIII
Working Conditions of Teachers

A. Definition

1. For purposes of Sections B and C of this Article, the following positions are hereinafter referred to as teacher or teachers:

Classroom teachers, counselors, librarians, teachers on leave, special education teachers, itinerant teachers, demonstration teachers, collaborating or consulting teachers, provisional teachers, long term substitute teachers, department heads, coordinators, administrative assistants, and released teachers.

2. For all other purposes of this Agreement, "teacher" will include all employees represented by the Teachers' bargaining unit.

B. Work Schedule

1. Teaching Assignments & Preparation Periods

(a) Administrators are encouraged to roster teachers to common preparation periods. Teachers will exercise professional judgment in their use of preparation

time in order to further professional work and to promote greater classroom effectiveness and to collaborate with their peers about instructional practices.

(b) The preparation time for middle school teachers shall be at least the weekly equivalent, in total minutes, of three hundred sixty (360) minutes for advisors and two hundred seventy (270) minutes for non-advisors. If a middle school teacher loses more than the equivalent of one hundred eighty (180) minutes of preparation during any school year, than such teachers shall have the time restored for any additional lost preparation time within thirty (30) calendar days of each lost period of preparation.

(c) Each elementary teacher shall receive not less than two hundred twenty-five (225) minutes of preparation time each week in addition to recess and lunch periods. When possible, a preparation period shall be at least forty-five (45) minutes long and in no case shall it be less than thirty (30) minutes. Preparation time shall be distributed as evenly as possible during the week as scheduling permits. Regularly appointed teachers shall replace those teachers who are utilizing their preparation time. Teachers shall not be required to be present when specialist teachers such as teachers of art, music, or physical education are working with their pupils. This time is to be used for preparation by the teacher so relieved.

(d) If a teacher in an elementary school loses a preparation period during any school year, then he/she shall have the time restored, except that for only the first four (4) preparation periods lost during any school year he/she shall have the option to have restored such preparation period, or to receive pay at the prevailing extra-curricular rate of compensation for the lost preparation period.

(e) Specialist teachers shall be rostered for the teaching of their specialty to classes on a regularly scheduled basis with the amount of time for lunch and preparation periods equal to the amount of time afforded for such purposes to other teachers in the school.

(f) One hundred (100) hours, at the extra-curricular rate, shall be allotted in each year of this Agreement to each elementary school to pay those teachers who as of September 1, 1996 were serving as safety patrol sponsor for a school year of service. This allocation shall be frozen; and if a teacher serving as safety patrol sponsor vacates the position for any reason, the Principal and Building Committee may agree to establish a new position of safety patrol sponsor. Such safety patrol sponsor shall be entitled to the number of hours at the extra-curricular rate as agreed to by the Principal and Building Committee.

(g) One hundred twenty (120) hours, at the extra-curricular rate, shall be allotted each year to each elementary school and each institutional school to pay teachers engaged in approved extracurricular programs.

(h) During each school year, there shall be an allocation of forty thousand four hundred and four (40,404) hours at the extra-curricular rate in addition to the hours allocated in (f) and (g) above for approved extra-curricular programs. Such additional hours shall be distributed among all elementary schools on the basis of the size of their respective school faculties.

(i) In each high school, each teacher shall receive at least two hundred twenty-five (225) minutes of preparation time each week. If a teacher loses more than one hundred eighty (180) minutes of preparation time during any school year,

then such teacher shall have the time restored for any additional lost preparation time within thirty (30) calendar days of each lost period of preparation.

(j) In the event a long assembly is held in a secondary school, each period in the day shall be shortened in preference to eliminating a period.

(k) Whenever a teacher is required to cover an assignment during a preparation period, he/she shall receive in writing the reason therefore before the request or not later than the next school day.

2. Rosters

(a) In the spring of each year, the Principal in each school shall design the Master Schedule/Roster for the next school year. The Master Schedule/Roster shall meet students' educational needs, fairly address the professional needs and interests of staff, and satisfy the requirements of this Agreement, including but not limited to work year and day, instructional time (Article XVII, Section A), and banking time and early dismissal for professional development.

(b) If the Principal and the Building Committee have not reached consensus on a Master Schedule/Roster for the school by May 25, the Principal and Building Committee shall not later than five (5) working days after May 25 submit to the Federation-District Committee a memorandum that describes areas of consensus and defines issues on which they continue to differ.

(c) The Principal may implement a design that includes the areas of consensus with the Building Committee unless the Federation-District Committee concludes that the design does not reasonably satisfy the above-stated criteria, in which case the School District members of the Committee shall work with the Principal to design an appropriate Master Schedule/Roster.

(d) Notification of his/her proposed grade or class assignment for the following school year shall be given to each teacher at as early a date as possible after allotments are complete.

(e) In middle and senior high schools by June 15 or the last day of school, whichever is earlier, tentative rosters shall be distributed to the individual teachers. If changes are made between tentative rosters and final rosters, any teachers concerned shall be notified. In addition to the Building Committee, any interested teacher from that particular school may examine the organization plan.

(f) In elementary schools by June 15 or the last day of school, whichever is earlier, teachers shall be notified of what grades and sections they will teach and every teacher will receive his/her tentative new class name list, including each pupil's reading level.

(g) During the summer when the roster is actually being constructed, any teacher, as well as members of the Building Committee, may come to the school to review and discuss the roster with the administrator in charge as it is being constructed.

(h) The master roster shall be posted in each school.

(i) A teacher may, with his/her consent, be assigned to more than five (5) periods of teaching a week outside of his/her field of appointment.

(j) In departmentalized schools, rostering practices shall include a limitation on the number of grade levels or subjects and the number of tracks within grade level or subject to be taught. The number of grade levels or subjects to be taught

shall be limited to three (3). The number of different lessons to be prepared according to grade level and type of class within the grade level shall be limited to four (4), except where the number of specialized subject area teachers assigned to a department makes such limitations impossible.

(k) To the extent administratively possible, a teacher with appropriate qualifications shall be given the opportunity to teach classes of varying grade and achievement levels. In addition, special consideration shall be given to rosters assigned to new teachers so that new teachers are not assigned to teach the most challenging classes or the most difficult students.

(l) Student teachers shall not be assigned to any teacher who has less than three (3) years of teaching experience and who does not hold provisional or permanent certification for the subject being taught.

(m) Middle school and high school teachers shall not be rostered to teach more than one hundred and eighty (180) minutes consecutively or one hundred and ninety-five (195) minutes in cases where block rosters exist, unless the Parties jointly agree on a case-by-case basis.

(n) Where floating rosters are necessary in a school, they shall be shared equitably among all departments except as to those classes which must be held in a room in which necessary equipment is not readily available.

(o) In each co-educational senior and technical high school, there may be a department chairperson for physical education. This chairperson is to teach no more than twenty-two (22) periods per week and is to have no homeroom. As an incumbent chairperson vacates that position for any reason he/she need not be replaced.

(p) Each department chairperson shall be compensated on the basis of a thirteen (13) step schedule. The basic salary of the chairperson shall be two (2) steps higher than the step at which he/she would be paid if he/she were not the department chairperson.

C. Assignment and Transfer

1. Policy

(a) The School District and the Federation agree that in order to provide all students in the Philadelphia public schools with a quality education, procedures governing the assignment and transfer of teachers must be established to create stability in teachers' assignments and to promote the equitable distribution of experienced teachers in all schools throughout the School District.

(b) With these objectives in mind, the procedures established herein are designed:

(1) To distribute equitably professional staff qualifications and experience among all schools in the School District;

(2) To reduce the over-all vacancy rate throughout the School District and eliminate individual school vacancy rates that are above the city average;

(3) To increase opportunities for career development of teachers; and ultimately;

(4) To match abilities and interests of teachers with needs of students and the demands of the instructional programs in schools.

(5) All teachers shall have the right to participate in both the seniority based and site selection based assignment and transfer procedures described in this Section.

(c) The Federation and the School District recognize that effective implementation of these procedures will require joint and continuous review of basic policies relating to teacher transfer and assignment. Therefore, the parties agree that continuously throughout the term of this Agreement, the Federation-District Committee will cooperate to effectuate the purposes of these revised procedures as identified above. This Committee shall meet at the request of either the School District or the Federation. In addition, each year the Federation-District Committee will review the impact of the modified procedures, and if the transfer procedures require amendment or change in order to better effectuate the stated educational and personnel objectives, the Federation-District Committee shall make recommendations to the Federation and the School District for negotiated changes. The Committee shall meet no later than April 15th of each year to meet and agree on the date by which the spring site selection process will end. In the event the Parties cannot agree on a date, spring site selection shall be completed no later than the second Friday in August.

(d) The School District shall use its best efforts to accurately allocate the proper number of teachers for each school. To reduce disruptions, the leveling of classes will begin not later than ten (10) student days after the first student day of the school year and shall be completed by the Monday following the twenty-first (21) student day.

2. Transfers — General Rules

(a) In order to permit the prompt identification of vacancies, retiring or resigning teachers, nurses, therapists, and psychologists shall provide at least sixty (60) days' notice of their intention to retire or resign.

(1) Teachers, nurses, therapists, and psychologists who on account of retirement or resignation plan to separate from the School District's employment between June 30 and September 1 may receive health insurance benefits for July and August provided that by March 15 they give written notice of their intent to retire or resign.

(2) Retiring or resigning teachers, nurses, therapists, and psychologists who provide such early notice of their intention to separate from School District service shall not be precluded from working in the School District's summer programs to provide instruction in the summer of their separation from service, excluding participation in professional development.

(b) Newly hired teachers who completed their student teaching in that school or had worked in that school as a long-term substitute within the preceding two (2) years may be retained in a vacancy in the school. Apprentice Teachers and Pre-Professional Teachers who have completed their certification requirements may also be retained if a vacancy exists and the Principal and teacher agree.

(c) In order to be retained, the teacher must be rated satisfactory. Application for retention in a school on forms furnished by the School District shall be filed by March 15th of each school year for the following school year and must be signed by both the teacher and the Principal.

(d) A teacher placed on special assignment shall be subject to forced transfer in the succeeding school year and the position will be vacated at the end of the school year, unless the Principal decides to retain the teacher and the teacher agrees.

(1) Teachers assigned through the spring site selection process shall not be on special assignment.

(2) Teachers assigned through the spring site selection process to an assignment in their alternate area of certification shall not be on special assignment unless they notify the Office of Talent on a form provided by the District that they choose not to change their area of appointment and be on special assignment.

(3) Teachers assigned other than through the spring site selection process shall be on special assignment.

(e) Full time teachers who have indicated in writing a “right to return” with the School District no later than the last day of school shall have the right to return to part-time positions, as well as full time positions in their “right to return” school up to one (1) day before the first teacher day in the same school year or during the spring assignment and transfer process in the following year if the teacher’s position is restored. The School District shall notify those on file who have filed such a “right to return” provided, however, that such individuals may be assigned to one (1) or more schools to keep that employee in full time status. An employee who has been forced transferred may file a right-to-return to his/her former work location within one (1) year of the effective date of his/her new assignment. The right-to-return transfer must be refiled each year in order to remain valid.

(f) Elementary school support positions.

(1) A teacher in an elementary school support position who wants to return to a grade assignment, and is so qualified, shall indicate this desire in writing to the Principal by March 15 for the following term. If there is a vacancy, and subject to the agreement of the Principal and teacher, reorganization for the following term will include said teacher as a classroom teacher.

(2) If no vacancy exists, the Principal may assign any of the three (3) least senior grade teachers to the specialist position.

(g) Teachers appointed to Early Childhood Programs shall be eligible to apply for transfer to vacant positions in the public school program subject to transfer provisions and certification requirements. The same applies to public school teachers who wish to transfer to any of the Early Childhood Programs.

(h) Transfers shall be permitted between elementary, middle and senior high schools. Transfers shall be based on the provisions of this Article.

(i) Assignments and transfers of teachers will occur in the following order:

(1) The Office of Talent honors right to return, rights to follow and retention requests:

(2) The spring site selection process shall occur;

(3) Within one (1) week of a school notifying the Office of Talent that it has selected a teacher to fill a site selected vacancy, the Office of Talent shall send an electronic notice to the teacher.

(4) At the end of the site selection process, all unfilled vacancies are identified and listed with all other vacancies;

(5) Forced transfers and voluntary transfers are then merged according to the following process:

(a) For teachers with more than five (5) years of the appropriate seniority:

(i) Teachers who are being forced transferred shall receive preference on the basis of their system seniority;

(ii) Teachers seeking voluntary transfers shall receive priority on the basis of their years of location seniority;

(iii) The lists developed from paragraphs (i) and (ii) above shall be merged on the basis of the number of years of appropriate seniority credit given.

(b) Teachers who are forced transferred with five (5) years or less of system seniority shall be ranked according to system seniority and shall receive preference over all voluntary transfers with five (5) years or less of building seniority.

(c) Voluntary transfer requests for teachers with less than five (5) years of building seniority are considered.

(6) Recalls from layoff;

(7) Restorations to service;

(8) Site selection may reopen for new hires after spring site selection closes and new hires assigned at this time will be on special assignment; and

(9) Rights to Return requests may be honored through one (1) day before the first teacher day and will be permanent.

The Parties will meet and discuss any changes necessary for implementation of the process described above prior to implementation.

3. Positions Dropped Because of Reduced Enrollment

(a) Transfers made because of decreased pupil enrollment shall be based on building seniority, where the teacher with the least building seniority within the classification being reduced shall be the first transferred and so on, provided that substitutes, apprentice teachers and provisional teachers filling a vacancy in the same classification have been moved first.

(b) A teacher transferred because of decreased pupil enrollment shall have the right to return to his/her original school in the reverse order to that in which he/she was transferred out, provided a request for such transfer is made within one (1) year from the date he/she was transferred out. The right-to-return transfer must be re-filed each year in order to remain valid.

(c) Kindergarten teachers who are to be forced transferred because of reduced enrollment shall be given the opportunity to transfer, based on certification, to a vacant grade position within the school to which he/she is assigned.

(d) A grade teacher who is to be forced transferred because of a reduced enrollment shall be given the opportunity to transfer to a vacant kindergarten position within the school to which he/she is assigned.

(e) Appointed kindergarten teachers may be assigned to a non-primary grade position only with the consent of the teacher.

Appointed non-primary grade teachers may be assigned to a kindergarten position only with the consent of the teacher.

4. Voluntary Transfers

(a) An appointed teacher must have two (2) years of location seniority in order to voluntarily transfer to another school in the position classification or subject for which he/she is presently qualified and appointed.

(b) Teachers seeking voluntary transfers shall receive priority on the basis of their years of location seniority.

(c) A teacher who has been rated unsatisfactory in the current year shall be ineligible for a voluntary transfer or a right-to-return.

(d) Applications for transfers on forms furnished by the School District shall be filed with the Office of Talent between February 1 and May 1 preceding the school year in which the transfer is to take effect. When the last day of the filing period falls on a Saturday, Sunday or holiday, the deadline shall be extended to the next workday.

Vacancies shall be posted with positions designated by appropriate certification as follows: Primary Grades (Pre-K to grade 3); Upper Elementary (grades 4 to 6); Middle Years (grades 7 to 9 and/or content specific); High School (grades 9 to 12 and/or content specific).

(e) An employee requesting a voluntary transfer to a school may file a single application listing his/her preferences on the form provided by the School District. Only ten (10) schools may be listed in order of preference.

(f) All voluntary transfer requests shall be honored prior to one (1) day before the first teacher day to fill those vacancies created by administrative action by the School District.

(g) A teacher must accept any transfer requested unless he/she notifies the Administration in writing of his/her desire to withdraw the request before the date on which the transfer is granted.

(h) Upon request, the Federation shall be notified immediately of all authorized vacancies identified.

(i) Demonstration teachers may elect to file voluntary transfers and rights to return to non-demonstration positions within their previously appointed subject areas, subject to existing rules governing such transfers and rights to return. A demonstration teacher who transfers or returns to such a non-demonstration position shall revert from the demonstration teacher salary schedule to the regular teacher salary schedule.

5. Administrative Transfers

(a) The right to make administrative transfers for disciplinary reasons and to assign teachers who are administratively transferred for disciplinary reasons shall be retained by the School District.

(b) Administrative transfers for other than disciplinary reasons shall have the opportunity to select a new position in accordance with the general procedures for filling vacancies, including procedures involving use of seniority and shall carry location seniority to the new school.

6. School-Based Selection

The procedures for selecting professional staff are set forth below:

(a) Definitions

(1) A new school is defined as a school that is not a replacement of an existing school.

(2) A replacement school is defined as a new building serving the same or substantially the same student population.

(3) Professional staff, as used in this Section, is as defined in 24 P.S. §11-1101 for “professional employe.”

(b) All teacher vacancies shall be designated as site selected vacancies.

(c) A Staff Selection Committee convened by the School Council at each school (or in the absence of a School Council, by the Principal and Building Committee) will interview and select all teachers for assignment to the school to fill existing vacancies. In the case of new hires, such candidates shall have been deemed qualified by the Office of Talent.

(1) The Principal, in consultation with the Staff Selection Committee, shall establish appropriate, objective criteria and procedures to identify candidates for filling vacancies.

(2) The Staff Selection Committee will follow the established procedures to screen candidates. The Principal and the Staff Selection Committee will reach consensus on the most qualified candidate for each available position. In the event that the Committee fails to reach consensus, the Principal shall make the selection from among the three (3) most qualified applicants as ranked by the Committee.

(d) The Staff Selection Committee shall be comprised of five (5) members in elementary and middle schools and six (6) members in high schools. The school Principal shall serve on the Committee. Three (3) members of each Staff Selection Committee shall be teachers selected by the School Council, or in the absence of a School Council, by the Building Committee and the Principal, from among teachers at the school. A parent of a child in the school shall serve on the Staff Selection Committee and shall be selected by the school’s Home & School Association, or, in the absence of a school’s Home & School Association, by the Building Committee and the Principal. In the case of high schools, the school Principal shall select an Assistant Principal of the school or a student of the school to serve on the Staff Selection Committee.

(e) A teacher who has been rated unsatisfactory in the current year shall only be eligible to participate in site selection as a forced transfer.

(f) New Schools

(1) The initial complement of professional staff in new schools will be selected by the Principal.

(2) In the year following the opening of the new school, all vacancies shall be filled through site selection. Thereafter, vacancies shall be filled in accordance with the general procedures for filling vacancies.

(g) Replacement Schools

(1) A replacement school will maintain its current professional staff as the initial complement for the replacement building. For the first year following

the opening of the replacement school, all vacancies shall be filled through site selection. Thereafter, vacancies shall be filled in accordance with the general procedures for filling vacancies.

(2) Teachers shall maintain their current location seniority in the replacement school. If a program is planned for the replacement building which will require training of the teachers from the replaced building and other teachers subsequently assigned to the replacement building, the School District may require such teachers to take training.

(3) Teachers for whom there are no vacant positions in the replacement building, shall select a new assignment as a forced transfer in accordance with the general procedures for filling vacancies.

(h) Right to Follow

(1) When forced transfers of teachers are required because all or part of the student body is moving to a different school building, teachers in the sending school shall be offered the opportunity to transfer to the new location on the basis of school seniority only for the year in which the grade is added. Teachers so transferred shall maintain their current location seniority in the new building. Vacancies thereafter shall be filled according with the general procedures for filling vacancies.

7. Training, Implementation & Evaluation

(a) In accordance with Article X, intensive professional development shall be provided to the members and potential members of the Staff Selection Committee in each school that is scheduled to implement school-based selection of teachers to prepare them to participate in the staffing process for their school.

(b) The administration shall, upon request, provide the Federation with the number of authorized vacancies for each school.

8. Summer Schools

(a) Summer schools (not summer programs) shall be staffed in the following manner:

(1) Satisfactory teachers who have summer school seniority shall be appointed to summer school positions in the order of their seniority if they desire the position and if the position exists.

(2) Summer school seniority shall be the number of summers of appointed service in a teaching subject or teaching position.

(3) Regularly appointed summer school teachers who complete five (5) continuous years of satisfactory summer school teaching may, upon application take an unpaid leave of absence. There shall be no loss of seniority and the year of leave shall be counted as a summer of work. Thereafter, a teacher may take such a leave every five (5) years.

(b) When any list of teachers in (a)(1) above is exhausted, vacancies shall be filled by examination for the area to which such list pertains.

(c) Notification of appointment to summer school shall be made by June 1 for at least ninety percent (90%) of the number of teachers estimated to be needed for the program.

(d) Teachers will be provided a choice of schools and, where administratively possible, that choice will be honored in making assignments.

(e) Seniority in summer school shall govern when it becomes necessary to reduce positions. Where such summer school seniority is equal, then systemwide seniority shall apply.

(f) Information regarding the number of allotted positions by level and subjects as well as teachers appointed to such positions shall be made available to the Federation on a timely basis.

(g) Additional appointments to summer school shall be made as needed during the summer school sessions in accordance with subsection (b) of this Article. If a list is exhausted, then teachers certified in that subject and on another current summer school list (though not appointed from it) shall be given the opportunity to fill the position as a temporary appointee. If the name of such temporary appointee is reached on the eligibility list for a regular appointment, he/she shall continue in the temporary position for the duration of the summer session. However, his/her seniority for summer school purposes, in the subject of the eligibility list shall begin from the date his/her name was reached on such eligibility list.

(h) A summer school teacher may take an unpaid leave of absence for up to two (2) summers if he/she is on sabbatical leave from regular school. A teacher taking such leave of absence shall retain his/her position and continue to accrue seniority and all other benefits as though he/she were teaching.

(i) A summer school teacher shall be permitted, during the summer session, to use sick leave accumulated during the regular school year.

(j) A summer school teacher will be permitted the same funeral leave as during the regular school year.

(k) A summer school teacher shall be permitted to use accumulated personal leave from regular school for the same reasons as such leave is used during the regular school year.

9. Assignment of Nurses

(a) Assignments and reassignments of nurses shall be made in accordance with the needs of the school system. The Superintendent and/or CEO or his/her designee shall make available to the Federation information regarding these assignments and reassignments.

(b) Temporary assignments of nurses may be made in the event of an emergency to the schools to which the assignments were made. Such assignments shall terminate with termination of the emergency.

(c) Where there is more than one (1) nurse permanently assigned to a school, reassignment, on other than a temporary basis, shall be made on the basis of school seniority with the nurse with the least school seniority reassigned first.

(d) Applications for transfer on forms furnished by the School District shall be filed by May 1 prior to the beginning of the school year in which the transfer is to take effect. Applications may be filed after that date and will be processed and the position awarded to said applicant in accordance with this Agreement if and when all vacancies in the schools designated in such application are not

filled by prior applications or by new appointments made prior to the date of such filing.

(e) In the event that more than one (1) school nurse requests an assignment, then preference shall be given to the request of the school nurse with the most seniority in the School District.

(f) School nurses subject to force transfers shall be permitted to select assignments in accordance with their seniority. Administration will prepare a list of full-week assignments, which will be made available for selection.

(g) The request for transfer for nurses shall list up to but not more than ten (10) choices of named schools.

(h) When two (2) school nurses with equal systemwide seniority request a transfer to the same school, the one who scored higher on the examination shall be given the assignment.

(i) The opportunity to participate in programs during the summer and after regular hours shall be offered to school nurses/practitioners. Positions shall be offered to eligible employees based on system seniority.

The Federation shall be notified at the time such opportunities are made known to the nurses.

10. Assignment of Librarians and Elementary Specialists

(a) There shall be a library and librarian or library assistant or other employee of similar classification in every school with one thousand (1,000) or more pupils.

(b) Whenever practicable, each school with a library shall be provided with a librarian, library assistant or other employee of similar classification.

(c) No program of an elementary specialist may be dropped from a school unless the Principal gives the reasons in writing by June 1.

(d) The School District will give every consideration to achievement of the Parties' goal that all schools will have a library staffed by a certified Librarian.

11. Summer Academy

(a) Beginning in the 2009-2010 school year, appointed teachers working in High Needs Schools shall have home school preference for the Extended Year Program (Summer Academy) the District elects to operate in their home schools. They will be guaranteed employment in their home school for the duration of that Extended Year Program (Summer Academy). Teachers may choose to opt out of the Extended Year Program (Summer Academy) assignment in their home school by no later than April 1st. In the event that this occurs, vacancies in the Extended Year Program (Summer Academy) will be offered to other teachers in accordance with summer program seniority and certification provisions. All Teachers working in the Extended Year Program (Summer Academy) shall be paid at their regular hourly rate. If leveling is required, teachers not regularly appointed to the school shall be leveled pursuant to Summer Program leveling procedures.

D. Duties

1. All other non-teaching duties and emergency assignments within a school shall be shared among all teachers, except kindergarten teachers, on an equitable basis.

2. Teachers shall be in their classrooms at the contractual time and remain with their students until all students are safely dismissed.

3. Elementary school teachers shall not be required to perform yard duty before the start of the student day.

4. Elementary school teachers shall not be required to perform recess duties.

5. Except as provided herein, teachers, therapists, psychologists and nurses shall not be required during the course of the school year to participate in more than two (2) activities scheduled to begin before or after the teacher workday.

6. The Principal shall consult with the Building Committee concerning the date of any meeting to be scheduled outside the regular teacher workday at which the attendance of teachers is required.

7. The fact that a teacher in a middle-senior high school teaches in the middle school division of that school shall not disqualify him/her from appointment to a position or task (other than a regular teaching position) in that school.

8. Nurses shall be given forty-eight (48) hours' notice of a required meeting except in case of an emergency.

9. Nurses shall not be required to transport audiometers or other equipment weighing more than fifteen (15) pounds to and from their respective schools. A nurse may be required to transport such audiometers or other such equipment weighing fifteen (15) pounds or less during the school year, no more than a number of times equal to the number of schools to which the nurse is assigned. Where, on any occasion, a nurse requests assistance in the transportation (of an audiometer) for good cause, such nurse shall make a request to the Principal for assistance, which request shall not be unreasonably denied.

10. Effective the 2018-19 school year, there shall be four (4) meeting free interview days and one (1) reorganization day for all kindergarten teachers prior to the first student day at the beginning of each school year. Also in the 2018-19 school year and 2019-20 school year, kindergarten teachers may elect to work one (1) additional meeting free interview day to be scheduled prior to the first day of the teacher work year, subject to approval by his/her principal or designee, and for which they will receive their daily rate of pay.

11. The preparation of a daily or weekly lesson plans outline by a teacher is required. The lesson plan outline shall include: the daily activities of the class including topic, instructional goals, instructional strategies, resources/materials and supplies and references to textbooks and curriculum guides. Each teacher shall have available emergency lesson plans for use by substitutes. If a teacher's performance appears to be, or is becoming unsatisfactory, he/she may be required to prepare more detailed lesson plans.

12. The School District will give every consideration to achievement of the Parties' goals of a maximum caseload for elementary counselors of four hundred (400), a maximum caseload for middle school counselors of one hundred and fifty (150) and a maximum caseload for high school counselors of two hundred (200). There shall be at least one (1) counselor in each school as soon as possible but no later than September 1, 2005.

13. Money collected within the school in connection with the circulation of library books shall be allocated to that school for its library needs, at the librarian's discretion after consultation with the Principal.

14. Counselors shall not be required to mete out discipline or maintain attendance records in the performance of their counseling duties except during whole class instruction and class coverage.

E. Pupils, Programs and Curriculum

1. Grades given by a teacher shall not be changed without written notice to the teacher.

2. The Superintendent shall determine the forms, requisitions and tests which he/she will require teachers periodically to complete or administer and shall furnish to each teacher at the beginning of each school year a schedule of the dates, hereinafter called "due dates," upon which these are to be submitted or administered.

3. In the event that the Superintendent and/or CEO makes changes to the schedule, ten (10) school days' notice of the changes in such schedule and additions thereto will be provided prior to the due date.

4. At the beginning of each school year, school nurses shall be provided with a schedule of all-recurring health and immunization projects to be implemented during the ensuing year.

5. The School District and the Federation recognize that student learning cannot occur in an environment where student behavior is out of control; and they agree that the adjustment of behavioral problems is the joint responsibility of teachers, staff and administrators.

6. The School District and the Federation shall establish a "School Safety and Discipline Committee," which shall consist of three (3) members selected by the Superintendent and/or CEO and three (3) members selected by the Federation. The Committee shall be charged with meeting monthly. The Committee shall review the current Code of Student Conduct, make recommendations for revision of the Code of Student Conduct to the School Reform Commission, and develop best practices for implementation of the Code of Student Conduct. The best practices shall include the identification of clear standards of student conduct, the identification of clear consequences for infringements, and the dissemination of the standards and consequences for infringements to the schools. In addition, the Committee shall meet to review and evaluate enforcement of consequences for infringements and recommend modifications, if necessary, to the consequences and enforcement of consequences for infringements. Furthermore, the School District and the Federation have agreed to work together to plan and provide teachers with professional development in classroom management skills including developing and implementing appropriate instructional and behavior adjustment strategies.

7. In each school, the Principal and the Building Committee shall meet to review the Student Code of Conduct and establish best practices for implementation of the Code and its enforcement in the school.

These behavioral expectations shall be distributed to parents, students and staff no later than the first week of school.

The Principal shall give teachers effective and consistent support to enforce these behavioral expectations.

As part of their regular monthly meetings, the Principal and Building Committee shall review the enforcement and implementation of behavioral expectations.

Unless the School District and the Federation mutually agree to an extension, these pilot programs shall end on June 1, 2012.

8. Each school shall establish a process that is in line with the Student Code of Conduct for dealing with disruptive students who need to be removed from the classroom.

9. Teachers shall exercise their best judgment in appraising student misbehavior; and determining what instructional strategies may address the student's behavioral problem.

10. A teacher may use reasonable force to protect himself/herself or others from attack or injury, or to quell a disturbance which threatens physical injury to a teacher or others. Reasonable force shall mean the same degree of physical control over a pupil that a parent would be legally privileged to exercise but which in no event shall exceed the amount of physical control reasonably necessary to protect the physical safety of teachers or others.

11. Teachers faced with emotionally disturbed pupils and pupils who present severe disciplinary problems in their classes shall be given early additional support to help them deal with resulting problems by making available to them the counseling, psychological and psychiatric services of the school system and by giving serious consideration to the removal of such pupils from the class, not for the purpose of punishing the pupils involved but rather to find the causes of such behavior and to attain remedies therefor.

12. Mentally, emotionally and educationally handicapped children shall at the earliest possible opportunity be placed in classes and involved in instructional programs that are best prepared to meet their needs. This shall be done following careful study made promptly upon indication of need therefor of the characteristics, development and unique problems of the child requiring special attention. The combined judgment of the Principal and teacher or teachers involved shall be added to the diagnosis and prescriptive information provided by the school psychologist in order to help in determining the best possible placement for the child.

13. The School District and the Federation agree that the extension of psychological testing, counseling, and attendance services to kindergartens is desirable. The School District will make every effort to plan a program for providing these services.

14. Where possible, children shall be placed in an appropriate setting within thirty (30) days of the receipt of a psychological evaluation.

15. When, in the opinion of a teacher, the assignment of a child to a special class warrants a re-evaluation, the request of the teacher for such a re-

evaluation shall receive expedited attention. When the re-evaluation is made, the teacher shall be involved.

16. If a child exhibits anti-social behavior, such essential information shall be recorded in the pupil pocket and maintained for a period of eighteen (18) months if the pupil has not exhibited similar and/or related behavior. Such information should be considered relevant to decisions by teachers and administrators regarding the appropriateness of additional supports or alternative placement.

17. To the extent practical, each school shall establish an in-house “accommodation” room for disruptive students who are removed temporarily from their classrooms.

18. Pupils shall not be assigned to the school library or instructional materials center as a disciplinary measure.

19. Health information for shared-time students shall be forwarded to the receiving school by the home school.

20. The School District will give every consideration to the achievement of the Parties’ goal to have art and music instruction available in all grades.

21. The School District shall provide teachers with training and professional development related to restorative justice and other best practices in keeping children safe, responding to fights and other disturbances, working with students impacted by trauma, and building a respectful environment in schools.

F. Support Services, Supplies, Facilities and Other Conditions

1. Each teacher shall be provided with a sufficient number of appropriate instructional materials, including textbooks.

2. Regular requirements of materials, books and supplies shall, subject to the approval of the Principal, be requisitioned by a teacher after consultation among the teachers of the grade level or department in a school, or among all teachers in the school, as the Principal may deem to be appropriate, for the purpose of more effectively using the monies allocated thereto.

3. A clothing locker and a separate desk or equivalent work facility are to be provided to each teacher.

4. Department Heads or Coordinators shall have the authority to call for repairs directly to the service company when system-wide service contracts have been let therefor.

5. An area within the play area of an elementary school yard shall be cleared or made safe for play within three (3) days of snowfall.

6. The Allotment Display Sheet shall contain one hundred dollars (\$100) per kindergarten teacher for educational supplies, ten cents (\$.10) per pupil for magazines and thirty cents (\$.30) per pupil for instructional aids.

7. Information regarding the number of allotted summer school and/or summer program positions by level and subjects as well as teachers appointed to such positions shall be made available to the Federation on a timely basis.

8. As soon as possible, all books for all libraries shall either be purchased in already processed form or shall be centrally catalogued.

9. The School District will give consideration to its ultimate goal of meeting the standards for staffing libraries established by the Commonwealth of Pennsylvania.

10. Special class teachers required to remain with their class during lunch shall receive an equivalent amount of time off.

11. The repair of machinery and equipment necessary for the operation of shops shall be given prompt attention. Teachers shall be informed within two (2) weeks of the request of the schedule date of repair or servicing and shall be immediately informed of any postponement.

12. Shops or other specially equipped rooms shall not be used as homerooms unless all other classrooms in a school are being used for that purpose.

13. The School District shall furnish to the nurse in a school, pupil medical records for all new admissions within thirty (30) days of the beginning of the school year or within thirty (30) days after admission, whichever is applicable.

14. The Administration will notify school nurses in advance when student nurses from schools of nursing will be present in their schools to observe school health programs. Guidelines will be furnished prior to the start of the observation period.

15. There shall be a separate mailbox for each Speech and Hearing teacher assigned to a school.

16. When a room is designated as a Speech and/or Hearing room, a Speech and/or Hearing teacher who is in the school on his/her regularly assigned day shall not be asked to vacate such room for another purpose.

17. Each psychologist shall be provided with reasonable facilities and required equipment that will permit uninterrupted service with the child being examined. Because of the limitation of available space, psychologists will give the school three (3) days’ notice of appointments with children.

18. The psychologist’s report of each child shall be given the privacy within each school that will uphold the confidentiality of the report. Such report shall be released only to authorized persons in accordance with established guidelines for such release.

19. Information pertaining to professional opportunities applicable to school psychologists shall be distributed to and posted in all Networks and Central Offices in which school psychologists are located so that all psychologists have the opportunity to determine whether they wish to participate therein.

20. The assignment of a psychologist to a special project requiring special qualifications and competencies shall be offered to those psychologists possessing such special qualifications and competencies on a rotation basis, beginning with the most senior psychologist. In the event no such psychologist indicates his/her willingness to perform such assignment the psychologist with such special qualifications and competencies with the least seniority shall be assigned to

such special projects on a rotation basis beginning with the least senior such psychologist.

21. Assignment to such projects within a Network shall be made in accordance with the procedure enumerated above from among the psychologist assigned to such Network.

22. A psychologist shall be permitted to transfer from one Network to an existing vacancy in another on the basis of seniority. Such transfer shall be effective on September 1.

23. Psychologists shall not be required to report on days when all schools are closed by administrative action.

24. To the extent permitted by budgetary allocation and the availability of personnel, and regardless of class size, a kindergarten class shall be provided with a kindergarten assistant or supportive services assistant who shall be assigned to provide the teacher with the same relief provisions as are provided other elementary school teachers.

25. The library shall be available for library purposes to students and teachers at all times during the school day, except that Administration may schedule meetings on occasions that would not unreasonably interfere with the use of the library.

26. To insure minimum standards of privacy and confidentiality (a) provision shall be made in new school buildings for each counselor to have his/her own office with floor to ceiling sound-conditioned partitions; the same provision shall be made in old schools, the floor to ceiling partitions dependent upon the reasonable availability of existing natural or mechanical ventilation and (b) in any event, a counselor's office shall contain a door that can be closed, a telephone for the use of the counselor and file cabinets that lock.

27. The caseload for occupational and physical therapists shall be equivalent to the caseload established by the Commonwealth of Pennsylvania for speech therapists as they may be amended from time to time.

G. Class Size

1. The School District and the Federation recognize the desirability of reducing class size through both control of pupil-teacher ratio and maximum class size. Specialist teachers, remedial teachers and administrative assistants are not counted in the pupil-teacher ratio.

2. The School District has established policy goals for reduced class size.

3. The School District is committed to reducing class sizes across elementary grades beginning with primary grades. The School District has committed additional resources from grants and other funding sources to aid in this effort. The goal is to reduce class size in Grades K-3 to a target of twenty-four (24) or fewer, provided the School District continues to receive additional funding resources, and has personnel and space to make the reductions possible. The goal for Grades 4-8 is a target of twenty-five (25), subject to the same conditions, and after the goal for Grades K-3 is met.

4. Maximum class size shall be thirty (30) in grades K-3. In all other regular classes, maximum class size shall be thirty-three (33) students.

5. Shop classes shall be twenty-four (24). The number of workstations in a shop shall be the basic criterion to be used in determining the number of pupils assigned to a class. Whenever it becomes necessary to assign more pupils than can be accommodated at available work stations in a given shop, the factors limiting the number of pupils shall be the safety of the pupils and the ability of the teacher in such a situation to carry out the course of study.

6. Acceptable reasons for exceeding stated class size maximum may include:

(a) Unavailability of space or unfeasibility of reorganizing kindergarten classrooms, in which case there may be classrooms as high as thirty-four (34) with the addition of the services of a Supportive Services Assistant.

(b) There is no space available in the school;

(c) Observing the stated maximum would require placing classes on a short time schedule;

(d) A larger class size is necessary and desirable for specialized, assembly or forum type classes (e.g. library, music) or experimental instruction; or

(e) A larger class size will facilitate team teaching provided that the number of teachers on the team falls within contractual class size parameters.

7. Where the maximum class sizes established in this Agreement are exceeded, the Principal shall provide the reason(s) in writing to the teacher of the class in which this has occurred and to the Superintendent of Schools. Where the teacher or the Federation questions the validity of the Principal's reason(s), a grievance may be filed.

8. In addition to the foregoing, the School District shall maintain special education classes with the class size maximum required by the Pennsylvania Department of Education as they may be amended from time to time and posted on the Pennsylvania Department of Education's website.

9. The mutual goal of the parties is to eliminate split classes in elementary schools. To that end, split classes shall be eliminated unless they are required to meet the physical constraints of a school building or for budgetary requirements. In such cases, the Principal shall provide the reason(s) in writing to the teacher of the class in which this has occurred.

ARTICLE XIX

Working Conditions of Secretaries

A. Work Schedule

1. Twelve (12) month secretaries currently assigned on September 1, 2000 to administrative offices shall work no more than a total of three (3) days during the Winter and Spring holidays.

2. Any current ten (10) month secretary assigned on September 1, 2000 who transfers to a twelve (12) month position in an administrative office shall work no more than five (5) days during the Winter and Spring holidays.

3. Any secretary hired on or after January 1, 2001, who is assigned to an administrative office, shall be entitled to take vacation days during the Winter and Spring holidays.

B. Assignment and Transfers

1. A satisfactory employee may apply for a summer position, and in the order of system seniority shall be assigned to such position if the position exists, provided that he/she meets the criteria posted for the position.

2. Secretaries shall be given home school preference for summer school and/or summer program assignments.

3. Transfers are granted on the basis of seniority of service. Seniority is calculated from the effective date of appointment or of the last voluntary transfer, except when an employee has received a forced transfer.

4. Transfers are granted to the same type of position only. Appointments to other types of position are made from an eligible list. A person whose name is on more than one (1) list, in accepting an appointment, does not have his/her name removed from the other list, and may be assigned to the other type of work at such time as his/her name is reached. Such later assignment is not a transfer.

5. To be eligible for transfer, an employee must serve for at least one (1) year in the position to which he/she has been appointed from an eligibility list or to which he/she has voluntarily transferred.

6. Applications for transfer must be made on Form EH 30, which may be secured in the office of the Principal or Site Administrator. Each of the three (3) sections should be filled out, signed, and forwarded to the Office of Talent.

7. Employees requesting a transfer to an administrative office shall specifically list such locations on the transfer form. Transfer requests must be received in the Office of Talent between January 1 and May 1. For purposes of seniority, all transfers will be effectuated immediately. Transfers will occur as soon as practical but in no event later than July 1.

8. Applications for transfer to be considered for the beginning of the following term must be received in the Office of Talent between January 1 and May 1. Applications received subsequent to that date will not be placed in the active file until after reorganization for the following term has been completed.

9. Any person who desires to withdraw an application for transfer must notify the Office of Talent before the transfer request has been processed.

10. Voluntary transfers are granted on the basis of location seniority. Forced transfers are on the basis of school system seniority.

11. When a position is discontinued, the employee with the least location seniority in that position will receive a forced transfer. In case the employee has been assigned by voluntary transfer to the location from which he/she is later force transferred, he/she is given credit at the time of the forced transfer for the former years of service on the basis of which he/she had earned the right of transfer to the present location.

12. An employee has a prior claim to return to the school from which he/she was involuntarily transferred, provided he/she applies for return within one (1) year of the date of transfer and each year thereafter.

13. In seniority order, secretaries who are involuntarily transferred shall be assigned to the vacancy of their choice. If there are no vacancies, the secretary with the least school system seniority shall be laid off.

14. If a secretary has been administratively transferred during a school year, such employee shall be permitted to apply for a transfer for the beginning of the next school year.

15. Transfers between school and administrative positions shall be available for clerk typists and secretaries, except that a Grade III secretary who wishes to transfer from an administrative office to a Grade III secretary position in a school must have had two (2) years secretarial experience in a school position.

16. A listing of vacancies in secretarial positions will be published at reasonable intervals during the school year for posting in all schools and offices.

17. A secretary with more than five (5) years of seniority who volunteers to transfer shall be merged with the forced transfers when transfers are made.

18. Assignments of secretaries to summer school shall be made in accordance with the provisions of Article XVIII, Section C(8).

19. The list of employees appointed to summer school by classification and home schools shall be published by posting in the summer schools at least two (2) weeks after summer school has started.

C. Duties

1. All duties and emergency assignments within a school are to be shared among all employees on an equitable basis.

2. Secretaries shall not be required to act as nurses.

3. Secretaries shall not be required to perform heavy lifting in the receiving and distribution of books and supplies.

4. During their regular hours of work, employees shall not be required to perform any work in premises not owned or operated by the School District.

D. Equipment, Supplies, Facilities and Other Conditions

1. Every employee shall be supplied with adequate and usable furniture and equipment, including adequate lighting, appropriate to the tasks to be performed by the employee.

2. A clothing locker and a separate desk or equivalent facilities are to be provided to each employee.

3. Where possible, fifteen (15) days' notice will be given for repairs to be made during the workday. Where alterations are planned, employees are to be notified when the contract is let and the contemplated date for start of the work and preliminary work will be performed without causing the contract to be performed out of the specified sequence to minimize adjustment problems.

4. To the extent funds are available, “peak load” secretarial service shall be provided to any school requesting such service for the months of September, October, May and June.

5. The Superintendent and/or CEO shall furnish to each school secretary, a schedule of the due dates, upon which requisitions and tests are periodically to be administered or completed.

6. Annual quantities of certain critical supply items, named School Opening Supplies, and bulk paper items shall be delivered to all schools prior to the school year opening. Requisitions for these supplies are to be completed in May.

7. In offices which are non-air conditioned or do not have properly functioning air conditioning, if the temperature outside is equal to or greater than 85 degrees Fahrenheit, the hours for beginning and ending work between July 1 and September 1 shall be the number of consecutive hours between 9:00 a.m. and 3:00 p.m., broken by the usual lunch period.

ARTICLE XX

Working Conditions of Non-Teaching Assistants

A. Work Schedule

1. In order to meet the needs of the school an NTA may be assigned regular hours for the beginning and ending of his/her work differing from those set forth in Article XVII Section B(2), provided that such different hours shall be uniform for all days of the week, shall remain in effect for a substantial part of the school year and shall not result in increasing the total number of his/her daily hours a week. Five (5) working days’ notice of a change in schedule shall be given to employees.

2. In the event that an NTAs luncheon period is interrupted for the purpose of performing his/her duties, his/her regular time for ending work shall be reduced by an amount of time equal to the duration of the interruption of his/her lunch period. NTAs shall receive one (1) fifteen (15) minute break per day as scheduled by the Principal.

3. In case of compelling need at his/her school, an NTA may be required to work on one (1) or more of the days on which instruction is not being conducted in the school during the winter and spring vacations. In such event, notwithstanding the overtime provisions of Article XII, Section F, the NTA will, in addition to his/her salary be paid for work on any such day a whole day’s pay irrespective of the number of hours worked, not in excess of eight (8).

4. Notice that work will be required on any such day shall, whenever possible, be given at least twenty-four (24) hours before that day. An NTA for whom work on such day would cause a hardship shall not be required to work on such day. In the event none of the NTAs in a school is available, because of this provision, for such assignment, volunteers therefore may be obtained from among NTAs in other schools. In the event there are insufficient volunteers, the least senior NTAs will be required to work, provided that any time worked under this circumstance, NTAs will be paid at the applicable overtime rate.

5. Assignments to work on days during the winter and spring vacations shall be divided as equally as possible among the NTAs in the school.

6. NTAs shall be assigned to no more than three (3) consecutive lunchroom periods.

7. When an employee is required to work overtime or on call-in time, notification of such duty shall be given, if possible, at least by 3:00 on the day preceding the overtime or call-in work period.

8. Overtime work, other than for required attendance at court, shall not be required of any employee for whom assignment to such work would be a hardship.

9. Overtime work will be divided as nearly equally as possible among the NTAs in a given school.

10. In the event an employee seeks a part of his/her vacation during the school year, his/her request shall be approved provided the needs of the school do not require otherwise.

11. An employee may take one (1) week of unpaid time per year in addition to his/her vacation. Requests for such time shall be submitted in the same manner as requests for vacation.

12. Ten (10) month employees working in the summer shall be permitted, during any summer, to use sick leave accumulated and not used during past regular school sessions.

13. Ten (10) month employees working in the summer shall be permitted, during any summer, the same funeral leave as during the regular school year.

14. Ten (10) month employees working in the summer shall be permitted, during any summer, to use personal leave days for urgent personal business which cannot be conveniently scheduled on other than workdays or for personal emergencies requiring immediate attention. No more than three (3) personal leave days may be used without loss of salary by any employee during any calendar year.

B. Assignment and Transfers

1. Assignments and reassignments shall be made in accordance with the needs of the school system as determined by the Superintendent and/or CEO.

2. Except for emergency situations, it is the School District’s policy to retain an NTA in his/her school. Temporary assignments may be made in the event of an emergency affecting the safety and welfare of the children in the school to which such assignment is made. The temporary assignment shall terminate with termination of the emergency.

3. NTAs may file with the Office of Talent written requests for transfer from one (1) school to another. Such a request shall contain the names of those schools to which the NTA would be willing to transfer. When a vacancy occurs in the position of NTA, such a request for transfer will be honored on a basis of system-wide seniority unless it is determined not to be in accordance with the

needs of the school system. Transfer requests must be received in the Office of Talent between January 1 and May 1. For purposes of seniority, all transfers will be effectuated immediately. Transfers will occur as soon as practical but in no event later than July 1.

4. A satisfactory employee may apply for a summer position. The number of NTA summer positions and the number of hours allotted for each position shall be determined each year based on the needs of the school programs.

5. Summer work assignments shall be made in accordance with the following provisions:

(a) Notice naming the schools in which NTA positions will be available for the summer and the number of positions in each school shall be sent out no later than June 7.

(b) Applications for NTAs to fill such positions shall be submitted within two (2) weeks after notice is published.

(c) In assigning NTAs to summer employment in any school, the NTAs whose home school it is will be assigned, to the number necessary to fulfill its requirements, to summer employment in that school on the basis of the highest NTA school seniority of all NTAs for whom it is the home school.

(d) Those ten (10) month NTAs who apply for summer employment, but who have not designated their home school in their application, or whose home school is not conducting any activity at any time during the summer or who are not entitled on the basis of their seniority to summer employment in their home school, shall be assigned on the basis of their systemwide seniority as an NTA.

6. An employee who has been forced transferred may file a right-to-return to his/her former work location within one (1) year of the effective date of his/her new assignment. The right-to-return transfer must be refiled each year in order to remain valid.

C. Professional Development

NTAs will be provided with on-going professional development to enhance their ability to manage student behavior.

D. Duties

1. The duties of NTAs include non-teaching duties heretofore or presently performed by teachers, and other related duties as assigned.

2. Duties may be assigned to NTAs by the Principal of the school in which they work and such duties are performed under the general supervision of the school's Principal or Assistant Principal.

E. Equipment, Supplies and Facilities

An adequate clothing locker shall be made available to each employee. Where the space is available and when his/her duties require it, an employee shall be provided with a work location so equipped as to enable him/her with reasonable comfort and efficiency to carry out such duties.

F. Examinations and Appointment

1. In preparing lists from which appointments are to be made, wherever there are identical scores, position on the list shall be determined by school system seniority.

2. Appointment to the position of twelve (12) month NTA shall be made on the basis of system-wide seniority from among those ten (10) month NTAs applying for such positions who are rated satisfactory on the date of appointment and are not subject to any pending disciplinary process.

3. Not less than seven (7) school days before the appointment is to be made notice thereof shall be posted in every school. A ten (10) month NTA desiring to apply for such a position shall do so on a form to be furnished by the Principal.

4. The Principal and Building Committee shall jointly formulate the criteria to be used in the selection of an NTA for an assignment within a school, including the position of "Lead NTA," provided, however, that participation in other uncompensated duties or activities within the School District shall not be one of such criteria. In the event of inability to agree on the criteria, the determination of the Principal shall be final, provided it is neither arbitrary nor capricious. All NTAs in the school who meet the criteria for such positions shall be eligible for assignment thereto.

5. Assignment of tasks to NTAs within the school shall be the duty of the Lead NTA, subject to the approval of the Principal.

ARTICLE XXI

Working Conditions of Paraprofessionals

A. Work Schedule

1. Employees may be required to attend the same meetings outside the regular workday as teachers.

2. When administratively possible, each employee shall be released from his/her classroom for fifteen (15) minutes during any continuous three (3) hour period of assigned responsibility.

3. Employees assigned to special classes who are required to remain with their class during lunch shall, where administratively possible, receive an equivalent amount of time off during the day.

4. All meetings of library instructional materials assistants shall be held during the workday.

B. Assignment and Transfer

1. Assignments and transfers shall be effected in accordance with Article XIX, Sections B(3-6) and B(8-14).

2. Properly qualified employees in this unit will be allowed to transfer between School District programs without the loss of seniority, subject to the transfer procedures applicable to employees in that classification.

3. Subject to Federal Program guidelines, a paraprofessional who is in service shall be eligible for a summer position in his/her present job classification in seniority order and for other paraprofessional summer positions if he/she meets the posted requirements of such a position.

C. Duties

1. All duties and emergency assignments within a school are to be shared among all employees, except kindergarten assistants, on an equitable basis.

2. No employee shall be required to perform personal errands and tasks for other members of the staff.

3. Employees shall not be required to take the place of a secretary in the performance of the secretary's regular duties.

4. No employee shall be required to perform duty on street corners, which are not on the sidewalk immediately adjacent to school buildings. Duty on street corners may be required of an employee only if the need for such duty exists and police officers, crossing guards or non teaching assistants are not available for such duty, and such duty in the past has been traditionally performed by employees in that school.

5. Tentative duty rosters for employees in a school shall be prepared and posted in such school. Notification of his/her proposed assignment for the following school year shall be given to each employee at as early a date as possible after the allotments are complete.

6. Except for such classifications whose duties and responsibilities required them to work elsewhere, employees during the regular hours of work shall not be required to perform any work in other than premises owned or operated by the School District.

D. Support Services, Facilities and Supplies

1. Each employee shall have a locker and a mailbox, and where the nature of the work requires, the employee should be provided with a desk with a lock.

2. As soon as possible, all books for all libraries shall either be purchased in already processed form or shall be centrally catalogued.

ARTICLE XXII
Working Conditions of Pre-K Employees

A. Work Schedule

1. Where administratively possible, each employee will be released from his/her classroom for fifteen (15) minutes during any continuous three (3) hour period of assigned responsibility.

2. All Pre-K teachers shall be given a common preparation time of two (2) hours per week each Friday. When Professional Development is offered for half days on Fridays, the Office of Early Childhood will develop an alternate calendar with input from the Federation that affords maximum professional devel-

opment opportunity for teachers and minimum inconvenience for parents. Preparation time will be paid back when schools are closed because of inclement weather or by administrative action.

3. Pre-K teachers who are certified shall be eligible for sabbatical leaves to the same extent and subject to the same regulations as professional employees.

4. Pre-K — Late Pick-Up Policy

(a) For Centers located in schools Pre-K children who have not been picked up after the student day are to be left in the custody of the school Principal or the Principal's designee.

(b) For off-site Centers the following policy will apply:

(1) The process outlined in Article XVII, Section C will be implemented at the beginning of each school year to identify two (2) adults from each center who will remain after the workday to supervise children who are not picked up on time. In the event these individuals are required to stay with children after the conclusion of the teacher workday they will be compensated at their appropriate EC rate. Teachers shall be repaid for any lost preparation time.

5. In the event that a building in which a school or center is located is closed because of an emergency situation which affects the school or center, the school or center shall also be closed or moved to an alternate facility.

6. No employee shall be required to remain in a school or center after 6 p.m. Children who are not picked up by that time shall be escorted to the assigned babysitter. Time spent after 6 p.m. by the employee to escort children to the babysitter shall be considered overtime.

B. Assignment and Transfers

1. Assignments and Transfers for Assistant Instructors, Assistant Teachers, Center Leaders, Demonstration Teachers Instructors, Lead Teachers and Teacher Assistants shall be made in accordance with the following provisions of Article XVIII:

(a) C(1) — Policy;

(b) C(7(h)) — Replacement Buildings;

(c) C(3) — Positions Dropped Because of Reduced Enrollment;

(d) C(4) — Voluntary Transfers; and

(e) C(5) — Administrative Transfers.

2. Assignments and Transfers for all other employees shall be effected in accordance with Article XIX, Section B.

3. At the time of the establishment of any eligibility list for initial appointments or promotional opportunities affecting the employees, the expiration date of such list shall be announced.

4. All eligibility lists for appointments to regular and promotional positions shall be made available so that either the person who took the examination or the Federation representative or both may examine the eligibility list.

5. Except as provided in paragraphs 6, 7 and 8 below, assignments and transfers shall be effected in accordance with Article XIX, Section B(3-6) and (8-14).

6. All Centrally Based support staff may apply for transfers to vacancies within the same classification in other centers. Such transfers shall be awarded on the basis of system seniority to employees who have not had a voluntary transfer within the preceding two (2) years.

7. When there are vacancies in the Social Work or Family Service Field Representative categories, and Special Needs Coordinators, all current employees in those categories shall be notified of all vacancies for transfer purposes. Transfers will be awarded in accordance with seniority provisions.

8. Voluntary transfers for teachers in the Pre-K Program shall be effected in accordance with Article XVIII, Section C(4)(a)-(h).

9. If a Pre-K Center is closed or relocated, the teachers may elect to follow the class to the new location or become a forced transfer. As a forced transfer the teacher will select a position in accordance with his/her system seniority. The teacher shall be offered vacancies in Pre-K, kindergarten, and grade through the regular reorganization process.

10. For the 2001/2002 year and thereafter, the Office of Early Childhood shall designate positions as twelve (12) month or ten (10) month. When a position is so designated, an employee in the same classification who currently works twelve (12) months may voluntarily agree to demote himself/herself to the ten (10) month position. Any reassignments of employees resulting from these designations shall be done in seniority order in accordance with this Agreement.

C. Duties

1. Notification of any change of work location of the center during the summer shall be sent to the employees affected at as early a date as possible, but not later than August 31.

2. The instructional staff must participate in the meal time phase of the Pre-K classroom. Each such employee shall receive a thirty (30) minute duty free period during the day.

3. All emergency assignments and duties within a school or center are to be shared among all employees on an equitable basis.

4. No Pre-K employee shall be assigned to a public school as a temporary substitute.

5. No employee shall be required to perform personal errands and tasks for other members of the staff.

6. Social Workers shall not be used as substitutes.

7. Except in an emergency, office assistants shall not be required to take the place of classroom staff in the performance of the classroom staffs regular duties.

8. Clerical employees shall not be used as substitutes.

9. Student nurses assigned to schools or centers for the purposes of observation shall not be used as substitutes.

10. Employees shall not be required to lift and/or transport material of unreasonable weight or bulk. No child shall be asked to transport heavy material or furniture or perform the duties requiring custodial or specially assigned personnel.

11. Employees shall not be required to take the place of a secretary in the performance of the secretary's regular duties.

12. College students assigned to schools or centers as part of their course work shall not be used as substitutes.

13. A female employee shall not be required to remain in any work location when no other employee is not so located as to hear or see what is going on in the female employee's work location.

14. All staff meetings are to be held on work time. Two (2) staff meetings a month may be extended by a maximum of thirty (30) minutes each beyond work time.

15. The Office of Early Childhood will assume the responsibility for writing and disseminating program-wide information that has to go to parents.

16. Except in case of emergency, which cannot be avoided and except for a meeting to be held during the first four (4) weeks of the school year, at least two (2) weeks' notice shall be given of any staff meeting extending beyond school time.

17. Assistants are not to float.

18. Except for such classification whose duties and responsibilities require them to work elsewhere, employees during the regular hours of work shall not be required to perform any work in other than premises owned or operated by the School District.

19. No supervisor shall ask a non-clerical employee to do the supervisor's paper work for him/her.

D. Support Services, Facilities and Supplies

1. Effective extermination services shall be provided in the schools and/or centers.

2. Playground space provided in the school and/or center lease shall be clean and safe.

3. In accordance with the School District's procedure, children with communicable diseases shall be isolated from employees and other children in the school or center.

4. When space is available, Pre-K employees shall be provided adequate lounge and eating facilities.

5. Adult sanitary facilities shall be easily available to all employees at each school or center wherever space permits.

6. All schools or centers shall be provided with heat and hot and cold water including drinking water.

7. When heat and air conditioning is available in the leased space, it shall remain in operation until the end of the workday.

8. Each employee shall have a mailbox and, where facilities permit, a locker. Also, where the nature of the work requires, the employee shall be provided with a desk with a lock.

9. Where possible, fifteen (15) days' notice shall be given for classroom repairs, within a school, to be made during the workday. Where alterations are planned, teachers are to be notified when the contract is let and the contemplated date for start of the work and preliminary work shall be performed without causing the contract to be performed out of the specified sequence to minimize adjustment problems.

10. Each employee shall be provided with the appropriate supplies and materials required for the performance of his/her assigned tasks and duties.

11. At the beginning of each school year, the appropriate offices shall issue a list of materials, services and resources available to teachers.

12. The Office of Early Childhood will bear the cost of taxi fare when an administrator deems it necessary for an employee to accompany a child for any purpose, and when the parent is not liable for the cost.

13. Job descriptions shall be provided for each classification.

14. The job descriptions of administrative and supervisory positions as they relate to an employee shall be made available to employees and other members of the staff.

15. Whenever possible, the Office of Early Childhood will communicate all changes in policies and procedures regarding Pre-K in writing two (2) weeks before implementation.

16. When necessary, security will be provided at the time of fee collection.

17. When necessary, security will be provided in early morning and/or late evening.

18. Disposable cups shall be used for the afternoon snack.

19. In accordance with current state regulations, the preparation of a daily or weekly lesson plan by a teacher or any head of class is required. The preparation of a daily or weekly lesson plan outline by a teacher is required. The lesson plan outline shall include: the daily activities of the class including topic, instructional goals, instructional strategies, resources/materials and supplies and references to textbooks and curriculum guides. Each teacher shall have available emergency lesson plans for use by substitutes. If a teacher's performance

appears to be, or is becoming unsatisfactory, he/she may be required to prepare more detailed lesson plans.

20. Any head of class shall have available emergency lesson plans for use by substitutes. If a teacher's classroom performance appears to be, or is becoming unsatisfactory, he/she may be required to prepare more detailed lesson plans.

21. Where the center is located in a school, an area within the play area of the school yard shall be cleared or made safe for play within three (3) days of snowfall.

22. Teachers may requisition books and supplies from the lists of all levels to enable teaching at the level of the pupil.

E. Class Size/Case Load

1. The School District agrees to adhere to pupil-staff ratios governed by licensure and funding in the schools or centers and to consult with the Federation in the event that such ratios are significantly changed during the life of this Agreement.

2. (a) No employee shall work for more than three (3) continuous hours without a fifteen (15) minute break within such three (3) hour period in addition to his/her lunch period provided that the pupil-staff ratios governed by licensure and funding in the schools or centers are not violated. This is not to include his/her one half (½) hour break. All cleaners and custodial assistants shall have two (2) fifteen (15) minute breaks; one (1) in the morning and one (1) in the afternoon.

(b) The District agrees to allow twenty-four (24) minutes per day for Prep Time for Lead Teachers which may be added to their current thirty (30) minute lunch. This additional time may not be used during the time that Lead Teachers are with children.

3. When a shift change becomes necessary, such changes shall be offered to employees of the appropriate job classification on a seniority basis. If all employees decline, then the least senior in that job classification shall be assigned. In any event, two (2) weeks' notice of any change in shift shall be given to the employee involved except in a temporary shift change due to an emergency.

4. When change of assignments or schedules become necessary in a school or center, such changes, except in an emergency, shall be discussed between the Lead Teacher and employee involved at least two (2) working days in advance.

5. Custodial assistants and cleaners may use their time off as they see fit. This is to include leaving the building. Before leaving the building, custodial assistants and cleaners must notify the Lead Teacher.

6. Custodial employees covering assignments that pay a higher rate than their normal rate shall be compensated at that higher rate for all hours worked in that assignment.

7. No cleaner or custodial assistant shall be required to supervise or care for children, except in an emergency situation.

8. Social Workers shall generally assume responsibility for not more than two (2) schools or centers.

ARTICLE XXIII

Working Conditions of Food Service Managers

A. Assignment and Transfers of Food Service Managers Employed Prior to February 25, 2016

1. The classification series for food service managers shall be revised in accordance with the number of meals served.

2. The classification of each school shall be reviewed in October of each year.

3. In those schools where the net change in the total number of meals served indicates a change in classification, and such number of meals served is five percent (5%) or more above or below the limit for the classification, the food service manager shall be notified and the appropriate reclassification shall become effective no later than the first pay period of the succeeding month.

4. In those schools where the net change in the total number of meals served indicates a change in classification but such number of meals is less than five percent (5%) above or below the limit for a classification, the manager shall be notified of such change, but the change will not be effective in the first year. Should the new volume continue into the second year, then the appropriate reclassification shall be effected following the provisions of paragraph 3, above.

5. In the event the school is changed to a higher classification, the manager shall be retained in that school as a promotion with the salary of the new classification.

6. In the event the school is changed to a lower classification, the manager shall be subject to the following provisions:

(a) The manager may remain, by his/her own choice, in the present school at the lower salary classification, or

(b) The manager shall be reassigned, in seniority order, to a vacant school having the same salary classification as the original school prior to the change.

7. Should no vacancy exist in a school having the same salary classification, then the employee shall remain at the present school, red-circled at his/her current salary level, until such a vacancy exists. Such managers shall, in seniority order, be reassigned to the next vacancy at his/her original level.

8. Should the manager refuse to accept such assignment, he/she shall then be reclassified and receive the salary of the lower level and remain at his/her present school. Such manager shall be placed at the top of the seniority list for the managers at that lower level classification.

9. All vacancies in schools shall first be filled by managers who are red-circled as described above in paragraph 6.

10. When further openings occur in schools, all food service managers shall be informed of such openings at their respective levels and be given an oppor-

tunity to select such a vacancy, or a position created as a result of transfer to such vacancy.

11. Openings that remain at a higher classification than level I, shall be awarded to the manager who has the highest seniority computed from the date of his/her appointment to his/her present grade.

12. Transfers and reassignments shall be made in September of each year to become effective no later than the beginning of the first pay period of the succeeding month.

13. When an opportunity exists for food service managers to serve in a special assignment or task or in a Staff Development Program, an announcement shall be published containing a description of the assignment and any special requirements so that interested managers may apply. Where two (2) managers equally meet the established criteria for a position or task, seniority shall govern the appointment to that position.

14. The right to make administrative transfers and to assign employees who are administratively transferred shall be retained by the School District.

15. An employee reassigned due to the reclassification of a school or a drop in positions shall have the right to return to his/her original assignment in the reverse order to that in which he/she was reassigned, provided a request for such reassignment is made within one (1) year of the date he/she was reassigned.

16. In the event of a reduction in force, including reductions caused by the discontinuance of a facility or its relocation, the employees shall be reassigned in accordance with the provisions of this Article.

17. At least three (3) days before being laid off or force transferred an appointed employee shall be informed of all vacancies in any other work locations in his/her classification in the department in which he/she holds an appointment, for the purpose of giving him/her an opportunity, to be exercised within said three (3) days, to fill such vacancy. If he/she requests appointment to such vacancy, he/she shall be assigned thereto. In the event that vacancies in such classification exist in several work locations, he/she shall be assigned to the vacancy designated by him/her. In the event more than one (1) appointed employee in such classification is laid off or involuntarily transferred and there are insufficient vacancies for such assignments, then the laid off employees with the highest system seniority shall first be assigned to the vacancies involved.

B. Duties

1. Food service managers shall not be required to transport food in their personal vehicles.

2. Food service managers shall not be required to remove trash, mop floors, or lift or push heavy cartons.

3. The provisions of Article XII, Section L regarding acting pay do not apply to the relief manager.

C. Grandfathered Employees

Sections A and B shall apply to Food Service Managers I, II, III, and IV hired prior to February 25, 2016. These employees shall be grandfathered into their Food Service Manager I, II, III, and IV positions and shall be eligible to bid for vacancies and for promotion based on the existing classification system in schools staffed with a Food Service Manager I, II, III, or IV in a full service cafeteria in the 2015-2016 school year. If there is a Food Service Manager vacancy in one of these schools and a Food Service Manager I, II, III, and IV does not fill the position, then the school shall be staffed pursuant to Section D.

D. Food Service Managers Appointed on or After February 25, 2016

1. Effective February 25, 2016, the District shall establish a single Food Service Manager classification.
2. Effective February 25, 2016, if a full service school cafeteria exceeds a daily average meal or meal equivalent threshold of 1000, excluding a la carte, adult, and vending sales, the District will staff the cafeteria with a Food Service Manager. The District shall evaluate the 1000 meal threshold as additional school cafeterias are converted or added and may revise the threshold number in its discretion.
3. For converted and newly added full service cafeterias after February 25, 2016, the District shall not be required to staff a full service cafeteria with a Food Service Manager during the full service cafeteria's initial year.
4. Sections A12-A17 shall apply to Food Service Managers appointed after February 25, 2016.

E. Support Services, Facilities and Supplies

Facilities that are available to teachers shall also be available to food service managers.

ARTICLE XXIV

Working Conditions of Per Diem Substitute Teachers

A. Work Schedule

The workday for employees shall be the teacher workday of the school to which they are assigned.

B. Assignments and Transfers

1. A substitute teacher shall not be barred from assignment to a specific school nor removed from the list of eligible substitute teachers except for just cause. A copy of the recorded reasons shall be furnished to the employee.
2. A substitute teacher shall be entitled to a conference with the appropriate administrator who has initiated the action, which may be held after school hours. He/she may have a Federation representative present at such conference.

3. A per diem substitute teacher may be removed from the substitute teacher list by action of the Office of Talent and become ineligible for assignment when evaluated as unsatisfactory or when there are repeated absences, or refusal to accept assignments as specified in this Agreement or for other just cause. The Office of Talent shall notify such employee in writing prior to removing his/her name from the list.

4. An employee shall have the right, upon request, to a hearing to appeal a recommendation for such removal from the list of eligible substitute teachers to the Chief Talent Officer. Such hearing shall be conducted by a designee of the Chief Talent Officer. A decision shall be issued on such appeal within twenty (20) days of the date of appeal. The Federation may appeal a decision related to the limitation of assignment in a school or schools to arbitration under the dispute resolution provisions of this Agreement.

5. Seniority shall be calculated by the number of units of service as defined in Paragraph 10 of this Article for per diem substitute teachers having worked twenty-two (22) days or more within the School District of Philadelphia.

6. Substitutes shall lose all accumulated seniority if they accept a position outside the bargaining unit, resign, are discharged, or otherwise leave the bargaining unit (except as provided in this Section), irrespective of whether they are subsequently rehired by the School District.

7. When per diem substitutes are assigned as long term substitute teachers, they shall cease to be covered by the provisions of this Agreement.

8. However, should such employees return to this bargaining unit from long term status or should such employee return to the bargaining unit within four (4) years after leaving the bargaining unit for any other reason other than discharge, they shall receive full credit for seniority accumulated prior to their becoming a long term substitute or otherwise leaving the bargaining unit.

9. Seniority shall be calculated in the following manner:

10. Within a school year of September 1 to June 30, a per diem substitute teacher shall receive the following seniority units for days worked:

DAYS WORKED	UNITS ACCUMULATED
Twenty-two to Forty-nine days	½ unit
Fifty to Ninety-four days	1 unit
Ninety-five days or more	2 units

11. Effective each September 1, the Office of Talent shall establish seniority lists for substitutes who shall be grouped on such lists in accordance with their respective units of accumulated seniority.

12. Where possible, and to the extent permitted by the regulations of the Pennsylvania State Board of Education or the School Laws of the Commonwealth, substitutes shall be called for assignments from within the respective seniority groupings, from highest number of units to least number of units, irrespective of their areas of certification or lack of certification.

13. Should the regulations of the Pennsylvania State Board of Education or the School Laws of the Commonwealth not permit such method of assignment, then two (2) seniority lists shall be established. The first shall list all certified substitutes; the second shall list all non-certified substitutes, each within their respective seniority unit groupings.

14. The first shall list all properly certificated substitutes; the second shall list all non-certificated substitutes, each within their respective seniority unit groupings.

15. Assignments shall then be made from within the seniority groupings, from highest to least number of units, first to properly certificated substitutes within their area(s) of certification, second to such substitutes into areas where they do not hold certificates.

16. When all such certified substitutes have been offered assignments, the second seniority list of non-certified substitutes may be used following the unit grouping procedures as described above.

17. All assignments, within the respective seniority list(s), shall be distributed equitably among the substitutes within the respective seniority unit groupings.

18. All substitutes shall receive assignments solely from the AESOP System.

19. In the event a substitute is assigned to a school where the need for a substitute within his/her area(s) of certification extends past the initial assignment, the substitute may be offered an extension of such assignment.

20. In the event a certificated substitute is assigned to cover a position where the need for a substitute extends past the initial assignment, the substitute may be offered extension of such assignment.

21. A certificated substitute assigned to a position that will require a consecutive run shall remain in that position. However, the substitute shall become eligible for long term status in that position only if the long term substitute list has been exhausted.

22. Substitutes shall be permitted three (3) refusals of an assignment within their area of certification or availability. Further refusals will cause the substitute to be dropped from the list of active substitutes. A substitute dropped from the list shall not be permitted to re-register for employment as a substitute for three (3) months after the effective date of the drop. The Administration may, based upon the needs of the school system, waive the application of the above. The application of this clause may be reinstated by the Administration upon prior notification to the Federation.

23. A lay off of up to one (1) year shall not be considered a break in service.

24. Any employee who is laid off up to one (1) year shall have all time in lay off status counted as service time for seniority purposes.

25. Per diem substitutes, who will not be permanently hired, shall be trained to relieve museum education teachers in the event that they are ill and cannot come to work.

26. If a per diem substitute teacher is assigned to a particular subject in a school and upon arrival at the school the subject is not available, he/she shall have the right to decline the assignment without penalty if he/she is not certified in the alternative subject.

27. In the event a substitute teacher reports to a building in accordance with an assignment given by the AESOP System and the services of the substitute teacher are unnecessary, then the substitute may be assigned to another school where the substitute is needed.

28. If the substitute teacher travels from the original school assignment to a second school assignment, he/she shall be paid at the authorized rate per mile for any distance traveled between the original and the second assignments.

29. After the third day of assignment to a consecutive run position, as permitted by the roster, the substitute teacher shall be given preparation time, not to exceed one (1) period per day.

30. To the extent that the policy of providing examination credit points for student teaching and/or teaching experience continues, substitute teachers shall receive one half (½) point of examination credit for each one hundred (100) days of substitute service within a school year to a maximum of three (3) points.

C. Duties

Substitutes shall be required to perform only those duties normally required of an appointed employee.

D. Support Services, Facilities and Supplies

1. Facilities that are available to teachers shall also be available to substitute teachers.

2. If a child exhibits anti-social behavior, such essential information shall be recorded in the pupil pocket and maintained for a period of eighteen (18) months if the pupil has not exhibited similar and/or related behavior.

3. The School District and the Federation agree that special attention and supportive help and guidance in classroom techniques shall be provided the substitute teacher. All available resources including Principals, Assistant Principals, Department Heads and Administrative Assistants, as well as the experience and diverse abilities of all teachers, should be utilized to help orient the substitute teacher.

4. Each teacher shall be provided with a sufficient number of appropriate instructional materials.

ARTICLE XXV

Working Conditions of Professional Technical Employees

A. Work Schedule

1. When the calendar has been established there shall be no revision in that calendar which shall result in a change in the total number of workdays, holidays and unpaid days off. The calendar applicable to twelve (12) month employees shall include no fewer than thirteen (13) paid holidays, among which shall be New Year's Day, Memorial Day, the Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

2. The calendar applicable to ten (10) month employees shall contain no fewer than twelve (12) paid holidays, which shall fall within their term of employment.

3. Any employee whose daily assignment is entirely devoted to input or research on a computer screen or terminal shall have a fifteen (15) minute break during that day.

4. An employee may take one (1) week of unpaid time per year in addition to his/her vacation. Requests for such time shall be submitted in the same manner as requests for vacation.

5. All employees in the bargaining unit shall be eligible to opt for compensatory time in lieu of overtime. Requests to utilize compensatory time must be submitted at least three (3) days in advance and must be approved by the employee's immediate supervisor and the division director. Permission will not be unreasonably withheld, however, it will not be granted where the employee's absence will interfere with the effective operation of the department. Special consideration will be given to personal emergencies requiring immediate attention.

6. In the event an additional second shift is established in any department in the bargaining unit to begin at 3:00 p.m. or thereafter, employees working on such shift shall receive, effective September 1, 1975, fifty cents (.50) per hour more than is payable in their respective classifications for day shift work.

B. Assignment and Transfer

1. An employee in the series of classifications listed in Appendix "B," after appointment to the entry level position of the series in a specific classification, shall be advanced to the higher levels within the series if the employee:

(a) has received a satisfactory rating for the time spent in the lower classification;

(b) is capable of, and is performing the full scope of duties and responsibilities of the higher level;

(c) meets the minimum training and experience requirements for the higher level position as listed in the job description;

2. Such employee shall receive a promotional increase in accordance with the standard School District policy governing promotions.

3. An employee shall have the right to transfer within his/her position classification. However, before such transfer can be effected, the employee must demonstrate his/her knowledge of the specific skills required by the new position, e.g., programming language.

4. The Assignment and Transfer provisions of Article XIX, Section B shall apply.

5. Subject to residence requirements, regularly appointed employees, who are displaced because of a program reduction or elimination of jobs shall have the right based on seniority to transfer to a vacant position similar to the one which the employee held prior to such reduction or elimination, or to a vacant lower paid position. In the event no such vacancies exist at the time the employee is displaced then the employee shall be placed on a preferential list for a period of two (2) years and during this period vacancies for such positions shall be filled from the employees on this list until they shall have had the opportunity to be offered such employment.

6. When an employee accepts an appointment to a permanent position not covered by this Agreement, his/her seniority as defined in this Section shall cease to accumulate. Should such an employee return to a position in the bargaining unit within one (1) year of the date on which he/she left his/her position in the bargaining unit, his/her departmental seniority shall be the sum of his/her departmental seniority prior to his/her appointment to a position outside the bargaining unit and his/her departmental seniority from his/her date of return to a position in the bargaining unit.

7. No one shall be involuntarily transferred unless there is a drop in positions in which case it shall be done by department seniority within the work location.

8. An employee transferred due to a drop in positions shall have the right of return to his/her original department in the reverse order to that in which he/she was transferred out, provided a request for such transfer is made within one (1) year of the date he/she was transferred out.

9. Employees requesting a transfer to an administrative office shall specifically list such locations on the transfer form.

C. Duties

Radio Alarm Dispatchers shall not be required to wear uniforms.

D. Examinations and Appointments

1. A Research Intern or Research Assistant who, prior to appointment in such position was a teacher, shall upon return to a teaching position be given credit on the salary schedule for the time served in the position of Research Intern or Research Assistant.

2. Employees currently classified as provisional Research Interns and Assistants shall be given a qualifying examination for such positions.

ARTICLE XXVI

***Working Conditions of Supportive Services Assistants,
Parent Assistants and Health Room Technicians***

A. Work Schedule

1. An employee who is required to attend a faculty meeting that extends beyond his/her workday shall be paid in accordance with the provisions of Article XII, Section J.

2. Employees may attend special regional curriculum meetings when subjects involving the work of employees are on the agenda. In the case of meetings where this does not occur, the School District may schedule special regional meetings for employees, which they shall attend.

3. In the event that the schools are closed on account of inclement weather, the employees assigned thereto shall not be required to report for duty that day. Such employees shall be paid for the regular daily number of hours for that day.

B. Assignments and Transfers

Subject to Federal Program guidelines, an employee who is in service shall be eligible for a summer position in his/her present job classification in seniority order.

C. Duties

1. All emergency assignments within a school are to be shared among all employees on an equitable basis.

2. No employees shall be required to perform duty on street corners, which are not on the sidewalk immediately adjacent to school buildings. Duty on street corners may be required of an employee only if the need for such duty exists and police officers, crossing guards or non-teaching assistants are not available for such duty, and such duty in the past has been traditionally performed by employees in that school.

3. No employee shall be required to perform personal errands and tasks for other members of the staff.

4. Employees shall not be required to take the place of a secretary in the performance of the secretary's regular duties.

D. Support Services, Facilities and Supplies

1. With respect to any provision of this Agreement which relates to facilities, access to facilities, or activities within a facility, such provision shall not be applicable where an employee is assigned to a non-public school or other facility not administered by the School District of Philadelphia.

2. Each employee shall be provided with the appropriate supplies and materials required for the performance of his/her assigned tasks and duties.

3. Where an employee is responsible for an activity in a school for which supplies and materials are ordered or requisitioned directly by the Principal, such employee shall be included in consultations prior to such ordering or requisitioning.

4. Where possible, fifteen (15) days' notice shall be given for classroom repairs to be made during the school day. Where alterations are planned, teachers are to be notified and shall share such notice with employees when the contract is let and the contemplated date for start of the work and preliminary work shall be performed without causing the contract to be performed out of the specified sequence to minimize adjustment problems.

5. The adjustment of behavioral problems is the responsibility of employees as well as of teachers and administrators. Employees shall have immediate recourse to the teacher or administrator to whom they report and shall be given effective and consistent support by such teacher or administrator who shall promptly take appropriate action in each case.

E. Other Conditions

1. A per diem substitute shall be eligible for the same sick leave benefits and holiday pay as a regular employee when he/she has:

(a) Served at least twenty (20) consecutive days in the place of an employee whose absence is likely to exist for ninety (90) days or more; and

(b) Received a rating of satisfactory from the Principal during such twenty (20) days of per diem service.

ARTICLE XXVII

Severability

In the event that any provision of this Agreement is or shall at any time be held to be contrary to law by a court of last resort of Pennsylvania or of the United States or by a court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, all other provisions of this Agreement shall continue in effect.

ARTICLE XXVIII

Resolution of Differences by Peaceful Means

The Federation and the School District agree that differences between the parties shall be settled by peaceful means as provided in this Agreement. The Federation, in consideration of the terms and conditions of this Agreement, will not engage in, instigate or condone any strike, work stoppage or any concerted refusal to perform normal work duties on the part of any employee covered by this Agreement, and will undertake to exert its best efforts to discourage any such acts by any such employees.

ARTICLE XXIX
Guarantee Clause

During the term of this Agreement, the School District agrees that it will appropriate in its annual budget(s) for each year of the contract sufficient monies to provide for, maintain and guarantee without exception each and every economic provision set forth in this Agreement. The School District further agrees that it will not, under any circumstances, unilaterally abrogate any economic provision of this Agreement during its term.

ARTICLE XXX
Duration of Agreement

The term of this Agreement shall be from September 1, 2013 and shall continue in full force and effect through August 31, 2020. Either party may give written notice to its intention to open negotiations for a new Agreement in accordance with the procedure and time schedule required by law.

ARTICLE XXXI
Non-Reprisal Clause

The School District and the Federation agree that no reprisals whatsoever, whether they be economic, non-economic or otherwise, shall be imposed by either party against any employee, whether or not such employee is in any bargaining unit represented by the Federation on account of his/her activities relating to the work stoppage.

ARTICLE XXXII
Signatures

IN WITNESS WHEREOF, the Parties hereto, with the intent to be legally bound, have caused these presents to be signed and sealed on this date, June 19, 2017:

For the School District of Philadelphia:

For the Philadelphia Federation of Teachers:



JOYCE S. WILKERSON, Chair
School Reform Commission



JERRY T. JORDAN, President and
Chief Negotiator



WILLIAM R. HITE, JR., ED.D.,
Superintendent
School District of Philadelphia



ARLENE KEMPIN, General Vice President



JOAN M. MCGOWAN, Middle Schools
Vice President



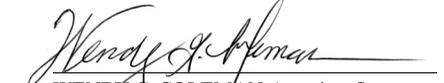
DENISE ROGERS, Elementary Schools
Vice President



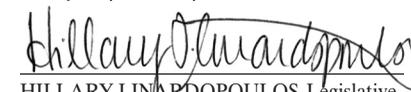
ARTHUR STEINBERG, Treasurer



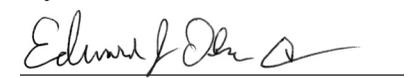
FREDA SYDNOR-JOELL, Secretary



WENDY G. COLEMAN, Associate Secretary



HILLARY LINARDOPOULOS, Legislative
Representative



EDWARD OLSEN, Senior and Technical
High Schools Vice President

APPENDIX A
Bargaining Unit Job Classification Codes

PFT BARGAINING UNIT	TITLE	DESCRIPTION
Food Services Managers²	7626	Culinary Specialist I
	7629	Culinary Specialist II
	7633	Food Services Manager I
	7634	Food Services Manager II (includes Floaters)
	7635	Food Services Manager III
	7636	Food Services Manager IV
Non-Teaching Assistant³	0836	Non-Teaching Assistant*
	0838	Non-Teaching Assistant, Lead
	0842	Non-Teaching Assistant, Able Academy
	0843	Non-Teaching Assistant, Bilingual
	0860	Non-Teaching Assistant, Three-Fifths Time*
	0861	Non-Teaching Assistant, Four-Fifths Time
	6002	Farmer*
Paraprofessionals⁴	0460	Assistant Teacher
	0502	Community Relations Liaison, Full-Time
	0503	Conflict Resolution Specialist
	0507	Bilingual Vocational Support Assistant
	0508	Bilingual Vocational Technical Assistant*
	0510	Interpreter, Deaf/Hard of Hearing*
	0522	Community Relations Liaison, Three-Fifths Time
	0523	Community Relations Liaison, Four-Fifths Time
	0528	Social Services Assistant, Dropout Prevention Program
	0554	Lifeguard
	0589	CAI Monitor, Title I Non-Public Schools
	0801	School Community Coordinator, Four-Fifths Time
	0808	School Community Coordinator, Three-Fifths Time
	0809	Classroom Assistant, Special Education, Alternative/ Augmentative Services
	0810	Classroom Assistant, Special Education, Bilingual
	0811	Classroom Assistant, Able Academy
	0812	Classroom Assistant, Special Education, Hearing Impaired
	0813	Classroom Assistant, Special Education, Severely Handicapped*
	0816	School Community Coordinator, Full-Time*
	0821	Library Technical Services Specialist
	0822	Teacher Assistant, Computer Science Education
	0823	School Community Coordinator, Bilingual
	0825	Shop Training Assistant*
	0827	Checkpoint Center Instructional Assistant I
	0828	Checkpoint Center Instructional Assistant II
	0829	Checkpoint Center Instructional Assistant III
	0830	Computer Lab Assistant*
	0831	Laboratory Assistant I*
	0832	Laboratory Assistant II*
	0839	Classroom Assistant*
	0841	Kindergarten Assistant
	0844	Library Instructional Materials Assistant, Full-Time*
	0845	Library Instructional Materials Assistant, Four-Fifths Time
	0847	Library Instructional Materials Assistant, Three-Fifths Time
	0855	Counseling Assistant, Bilingual, Three-Fifths Time
0858	Counseling Assistant, Bilingual*	
0873	Classroom Assistant, Bilingual (Bilingual/English)	
0874	Classroom Assistant, Bilingual (Spanish/English)	
0875	Teacher Assistant, Visually Impaired Teacher	
0885	School Community Liaison	
1401	School Stock Clerk*	
1705	Medical Technician	

PFT BARGAINING UNIT	TITLE	DESCRIPTION
Paraprofessionals⁴ (continued)	3008	Tool Room Attendant, Manpower
	6005	Agricultural Mechanic & Stock Clerk
Pre-Kindergarten Head Start⁵	0615	Lead Nurse
	0624	Custodial Assistant, PKHS
	0625	Maintenance Repairman, PKHS
	0638	Nutrition Field Representative, PKHS
	0644	Parent Involvement Coordinator, PKHS
	0657	Nutritionist, PKHS
	0660	Teacher, PKHS, Certified*
	0661	Teacher, PKHS, Montessori-Certified
	0662	Teacher, Head, PKHS
	0664	Teacher Assistant, PKHS
	0669	Family Service Field Representative
Professional/Technical⁶	0671	Social Worker, PKHS
	0672	Special Needs Coordinator, 10 Month
	0673	Nurse, PKHS
	0674	Health Coordinator, PKHS
	0504	Family Support Coordinator
	0505	Bilingual Community Specialist
	0509	Grants Management Trainee
	0512	School Social Worker
	0513	School Social Worker, Three-Fifths Time
	0514	Social Work Services Coordinator
	0517	Case Manager, School Expulsions
0520	Student Placement Specialist	
0533	Grants Management Specialist I	
0544	Electronic Productions Specialist	
0545	Grants Management Specialist II	
0579	Social Worker, School Age Parents	
0620	Computer Trainer, Early Childhood Education	
0851	Cable Network Producer/Director	
0866	Audio-Visual Cataloger	
1185	Telecommunications Services Specialist	
1207	Customer Support Technician	
1220	Database Programmer	
1227	Network Systems Administrator	
1244	Microcomputer Technician	
1245	Computer-Based Systems Trainer I	
1246	Computer-Based Systems Trainer II	
1247	Technology Training Assistant	
1252	Internet Webmaster/Network Specialist	
1271	Networking Specialist	
1272	Network Systems Planning Assistant	
1283	Applications Programmer I	
1284	Applications Programmer II	
1286	Programmer Analyst	
1290	Systems Programmer I	
1291	Systems Programmer II	
1292	Systems Programmer III	
1300	Financial Management Trainee	
1308	Budget Technical Assistant	
1311	Staff Accountant	
1312	Accountant II	
1342	Financial Analyst	
1351	Budget Analyst I	
1352	Budget Analyst II	
1353	Budget Analyst III	
1357	Standards Control Specialist, FMS	
1370	Construction Inspection Technician, Auditing Services	
1371	Auditor I	

PFT BARGAINING UNIT	TITLE	DESCRIPTION
Professional/Technical⁶ (continued)	1372	Auditor II
	1395	Payroll Customer Service Representative I
	1396	Payroll Customer Service Representative II
	1414	Stock Foreman
	1426	Supply Systems Specialist
	1431	Buyer I
	1432	Buyer II
	1434	Materials Coordinator
	1449	Forms Management Analyst II
	1450	Records Center Supervisor
	1452	Forms Management Analyst Lead
	1453	Materials Management Specialist
	1454	Student Records Services Representative
	1457	Forms Management Analyst I
	1518	Tort Claims Representative
	1573	Financial Applications Specialist
	1575	Process Specialist, Federal Programs
	1577	Administrative Analyst
	1590	Reporting Coordinator, Elementary/Middle School
	1602	Informational Specialist
	1603	Senior Informational Specialist
	1704	Industrial Nurse
	1720	School Clinician, Part-Time
	1723	Special Education Medical Consultant
	1724	School Clinician, Special Education
	1903	Serious Incident Statistical Analyst
	1925	Intrusion Detection Systems Technician
	1927	Fire Safety Specialist
	2003	General Drafter I
	2004	General Drafter II
	2006	Electrical Drafter
	2022	Mechanical Designer
	2028	General Designer
	2032	Electrical Designer
	2052	General Estimator I
	2053	General Estimator II
	2078	Coordinator, Energy Conservation Program
	2103	Architectural Draftsman
	2121	Architectural Designer
	2205	Real Property Management Specialist
	2206	Real Property Management Technician
	2307	Pupil Data Analyst
	2312	Research Intern
	2317	Research Specialist
	5003	Custodial Services Trainer
	5035	Pest Control Foreman
	6025	Field & Grounds Foreman
	6051	Asbestos Abatement Foreman
	7013	Masonry Foreman
	7030	Painting Foreman
	7045	Carpentry Foreman
	7053	Plumbing Foreman
	7061	Heating Foreman
	7082	Area Maintenance Foreman, Full-Time, 4 Days Per Week
	7085	Area Maintenance Foreman, 5 Days Per Week
	7126	Electrical Foreman
	7134	Automatic Plant Foreman
	7135	Air Conditioning & Refrigeration Foreman
	7139	Electronic Security Systems Supervisor
	7324	Printing Services Coordinator
	7325	Printing Plant Foreman

PFT BARGAINING UNIT	TITLE	DESCRIPTION	
Professional/Technical⁶ (continued)	7414	Alarm Systems Dispatch Operator	
	7427	Trainer, Facilities Management & Services	
	7509	Transportation Mechanic Foreman	
	7520	Bus Dispatcher	
	7523	Transportation Training Coordinator	
	7544	Student Token Specialist	
	7546	Transportation Supervisor I	
	7547	Transportation Supervisor II	
	7556	Transportation Scheduling Analyst I	
	7557	Transportation Scheduling Analyst II	
	7620	Food Services Central Services Assistant	
	7622	Food Services Equipment Specialist	
	7623	Food Services Equipment Foreman	
	7625	Food Services Satellite Operations Specialist	
	7627	Food Services Commodities Assistant	
	7640	Food Services Products Specialist	
	7641	Trainer, Nutrition Education	
	7642	Program Specialist, Nutrition Education Program	
	7643	Program Coordinator, Nutrition Education Program	
	7645	Food Services Sanitation Control Specialist	
	7647	Food Services Training Instructor	
	7657	Food Services Administrative Analyst	
	7658	Food Services Menu Specialist	
	Secretarial/Clerical^{7**}	0519	Braille Specialist
		0667	Parent Clerk, Head Start Learning Center
		1001	Clerk, Specialized Services
		1002	Environmental Services Clerk
		1004	Real Property Management Clerk
		1005	Workers' Compensation Clerk I
		1006	Workers' Compensation Clerk II
		1007	Contract Clerk
		1008	Printing Services Clerk
		1009	Records Center Clerk
		1010	Student Placement Support Clerk*
		1011	Junior Clerk
		1012	Pre-Audit Clerk I
		1013	Clerk*
		1015	Intermediate Clerk
1017		Benefits Services Clerk	
1018		Fiscal Clerk	
1020		Mail and Copier Clerk	
1021		Clerk, Alternative Schools & Programs	
1022		Pre-Audit Clerk II	
1023		Mail Clerk Supervisor	
1024		Budget Clerk	
1033		Departmental Payroll Clerk	
1034		Security Clerk	
1035		Administrative Support Clerk	
1039		Retirement Clerk	
1041		Personnel Clerk	
1042		Senior Personnel Clerk	
1044		Data Management Assistant	
1045		Clerk Receptionist	
1052		School Operations Officer	
1053		Employee Benefits Clerk	
1054	Warehouse Support Specialist		
1055	Administrative Technician		
1057	Selection Assistant		
1058	Treasury Clerk		
1059	Senior Treasury Clerk		

PFT BARGAINING UNIT	TITLE	DESCRIPTION	
Secretarial/Clerical^{7**} (continued)	1060	Title I Compliance Assistant	
	1061	Financial & Technical Support Assistant	
	1063	OSESS Support Specialist	
	1110	Secretary (1 Per >600 Pop.)*	
	1111	Secretary I, 12 Month*	
	1111	Secretary I, 10 Month*	
	1112	Secretary II	
	1113	Secretary III (Stenographic)	
	1114	Secretary III (General)	
	1117	Secretary I,II, Half-Time, 5 Days	
	1118	Secretary I,II, 2 Days/Week	
	1119	Secretary I,II, 3 Days/Week	
	1120	Secretary I,II, 4 Days/Week	
	1122	Secretary I (Bilingual), 12 Month*	
	1122	Secretary I (Bilingual), 10 Month*	
	1123	Secretary II (Bilingual)	
	1133	Executive Secretary	
	1140	School-Based Resource Support Assistant	
	1181	Telephone Operator	
	1182	Telephone Operator Community Liaison	
	1206	Data Processing Technician	
	1208	Data Processing Specialist, Facilities Management & Services	
	1209	Computer Operator I	
	1210	Computer Operator II	
	1302	Accounting Clerk	
	1350	Regional Business Specialist	
	1365	Lead Audit Clerk	
	1378	Payroll Processor II	
	1381	Payroll Specialist	
	1387	Payroll Processor I	
	1392	Payroll Group Leader	
	1428	Purchasing Clerk	
	1430	Data Input/Output Supervisor	
	1555	Employee Health Services Assistant	
	1804	Purchasing Clerk, Title I	
	1902	Serious Incident Desk Recorder	
	7431	Facilities Utilization Specialist	
	7639	Food Services Internal Control Specialist	
	7646	Program Assistant, Nutrition Education Program	
	Supportive Services Assistants⁸	0806	Supportive Services Assistant, Two-Fifths Time
		0807	Supportive Services Assistant, 4 Hours
		0815	Supportive Services Assistant, 3 Hours*
		1706	Health Room Technician
	Teachers⁹	0026	AA, Elementary Schools
		0199	Academic Coach
		0406	Retired Teachers Working as a Per Diem Substitute, Reg. Ed.***
		0407	Retired Teachers Working as a Per Diem Substitute, Spec. Ed.***
		0415	Teacher, Full Time* (Includes Apprentice, Provisional and Special Assignment Regular Education Teachers)
		0416	Teacher, Special Assignment, 12 Month
		0423	Motivation Coordinator
		0426	Teacher, Two-Fifths Time, 2 Full Days
		0427	Teacher, Three-Fifths Time, 3 Full Days
		0428	Teacher, Lead
		0430	Teacher, Special Education* (Includes Apprentice, Provisional and Special Assignment Special Education Teachers)

PFT BARGAINING UNIT	TITLE	DESCRIPTION
Teachers⁹ (continued)	0434	Teacher, Parent Cooperative Nursery School
	0435	Teacher, Four-Fifths Time, 4 Full Days
	0438	Teacher, Demonstration, Special Education
	0439	Teacher, Speech/Language, Preschool
	0440	Department Head
	0442	Department Chairperson, Physical Education
	0445	Teacher, Hearing Impaired, Pre-School
	0449	Department Chairperson, Demonstration
	0450	Teacher, Demonstration
	0453	Retired Teachers Working in a Known Vacancy, Reg. Ed.***
	0454	Retired Teachers Working in a Known Vacancy, Spec. Ed.***
	0456	Represented Per Diem Substitute Teacher****
	0457	Collaborating Teacher, 10 Month
	0458	Collaborating Teacher, 12 Month
	0465	Site Coordinator, Vocational Support Services Program
	0486	School Counselor, 10 Months
	0495	Teacher, Special Education, Packaging & Processing
	0516	Facilitator, Teaching & Learning Network
	0536	School Psychologist*
	0540	Case Manager, Special Education, Services & Compliance
0541	School Psychologist, Bilingual	
0560	Communications Media Program Specialist	
0568	Scholarship Coordinator, Career and College Awareness	
0658	Teacher, Montessori, Lower Elementary, 12 Month	
0659	Teacher, Montessori, Lower Elementary, 10 Month	
0675	Special Needs Coordinator, 12 Month	
0701	Program Analyst, Special Education Budget Services	
1709	Therapist (Occupational/Physical)	
1712	School Nurse, 10 Month*	
1715	School Nurse Practitioner	

¹ Recognized pursuant to Board Resolutions dated March 13, 1972.

² Recognized by agreement between the parties.

³ Recognized by agreement between the parties.

⁴ Recognized pursuant to Board Resolution dated August 7, 1970.

⁵ Recognized by agreement between the parties.

⁶ Recognized by agreement between the parties.

⁷ Recognized pursuant to Board Resolution dated January 8, 1968.

⁸ Recognized by agreement between the parties.

⁹ Recognized by Board Resolutions dated August 8, 1966, May 13, 1968, October 27, 1969, April 10, 1972, and PLRB Order No. PERA 92-441-E, dated August 19, 1992.

*Long-Term Substitutes exist for these classifications. They are part of the bargaining unit of the position being filled.

**Excluding all employees in the Office of the Superintendent, the Office of the Executive Deputy Superintendent, the Office of General Counsel, the Office of Employee Relations, Offices of the Members of the Board of Education, Offices of the Members of the School Reform Commission, and the Office of the Chief Executive Officer.

***The Federation represents certain per diem retired substitute teachers and school nurses/practitioners who have retired from the Philadelphia School District, per the Side Letter governing retired teachers.

****The Federation represents certain per diem substitute teachers as set forth in Article XXIV of the Collective Bargaining Agreement.

APPENDIX B
Prof./Tech. Job Classifications Codes

Architecture and Engineering	
Title	Description
2052	General Estimator I
2053	General Estimator II
Financial Operations	
Title	Description
1371	Auditor I
1372	Auditor II
1300	Financial Management Trainee
1351	Budget Analyst I
1352	Budget Analyst II
1353	Budget Analyst III
Information Technology	
Title	Description
1283	Applications Programmer I
1284	Applications Programmer II
Procurement	
Title	Description
1431	Buyer I
1432	Buyer II

APPENDIX C
Professional Development Standards

The parties are committed to effect improvements in the content and delivery mechanisms of professional development. In addition, the parties are committed to encourage employees' appreciation of the relevance and importance of professional development. With these objectives in mind, the parties agree that professional development within the School District must be based upon the following design principles/standards:

1. All professional development will be designed to meet the School District's strategic goals, content/performance standards, and assessed teacher/staff needs and/or to improve assessed student performance.
2. Professional development within the School District must be a continuous and ongoing process that promotes sustained interaction among teachers and other instructional and instructional support personnel to address issues of local common concern and the School District as a whole.
3. Professional development programs and activities for school-based employees will focus on improving teaching practice and school climate issues, and to the greatest extent possible, shall be linked to reflecting upon and improving daily practice.
4. Professional development programs for teachers shall be based on the recognition of education as a dynamic, professional field characterized by new developments and knowledge about the teaching and learning process and, to the greatest extent possible, shall emphasize growth and development in addition to remediation.
5. Professional development shall be implemented as part of a comprehensive program to improve student achievement. Thus, at the school level, for example, professional development programs should reflect school improvement planning.
6. Professional development programs shall draw on the resources and expertise of employees within schools. Programs shall also promote the School District's partnering with the Federation, and institutions of higher education as service providers.
7. Professional development shall emphasize the following key content areas:
 - (a) Enhancing content knowledge and delivery;
 - (b) Implementing content/performance standards;
 - (c) Developing lessons, units and courses of study or curriculum development;
 - (d) Pedagogy and instructional strategies, including accommodating different learning styles;
 - (e) Assessment;
 - (f) Classroom management and conflict resolution;
 - (g) Student discipline and behavior management;
 - (h) Integrating learning technologies;

- (i) Evaluating research, programs and materials; and
 - (j) Leadership and team building.
8. Professional development may include a variety of delivery models but shall incorporate the model(s) best suited to the objectives of the program and shall consistently support individual improvement in the context of organizational goals. Delivery models may include but are not limited to the following:
- (a) Study groups including structured discussion around instructional topics;
 - (b) Training through conferences and workshops;
 - (c) Involvement in development/improvement processes such as curriculum development, and special work assignments;
 - (d) Observation/assessment including peer coaching, clinical supervision and observing demonstration lessons modeling exemplary practice;
 - (e) Inquiry/action research and data analysis; and
 - (f) Individually guided activities that may include the use of interactive media and technology.
9. Professional development shall incorporate evaluation/assessment using multiple sources of data. Success of any professional development program must be measurable not merely by whether participants enjoy the experience, but by whether the program results in the acquisition and appropriate use of new knowledge and skills that bring about desired outcomes.

APPENDIX D

Curriculum

The Philadelphia Federation of Teachers and the School District mutually recognize the necessity of aligning standards, curriculum and assessment. This alignment is necessary in order to provide meaningful professional development that can be successfully incorporated into classroom content and instruction. Therefore, the parties agree to work cooperatively to develop well-articulated programs of instruction for each grade level, including career and technical education, that will guide and support teachers in aligning classroom instruction with the standards, curriculum and assessment system in order to support improved student achievement. The programs of instruction will outline to teachers and inform parents as to what students should know and be able to do, and incorporate relevant research-based developments in the areas of teaching and learning and effective practice. National and local curriculum programs, models and materials will be reviewed on an ongoing basis to determine their value for alignment with the standards, curriculum and assessment system, and where deemed appropriate will be incorporated into the programs of instruction. Professional development framed by the aligned standards, curriculum and assessments will support teachers in the continuing enhancement of their content knowledge and classroom practice.

APPENDIX E
Leave Benefits

1. Personal Leave Days (Code 01)

- (a) Employees in the Teachers, Non-Teaching Assistants, Secretaries, Paraprofessionals, Food Service Managers, Head Start and Professional/Technical bargaining units shall be granted three (3) days leave each year without loss of salary for urgent personal business which cannot be conveniently scheduled on other than workdays and for personal emergencies requiring immediate attention. Employees in the Supportive Services Assistants bargaining unit shall be granted one (1) personal leave day each year. Extension of school holidays, or beginning the summer vacation earlier or extending it later, shall not be deemed personal leave and may not be taken except in the most unusual circumstances as hereinafter provided. Application for such personal leave shall be made upon a form to be furnished by the School District.
- (b) If not more than ten percent (10%) of the teachers, one (1) NTA and one (1) paraprofessional, in a school request leave for a given day, or if the number requesting leave exceeds the limitations stated above but the granting of such leave will not interfere with the school's program, the employee shall have the right to take the leave.
- (c) In the event that the number of employees in a school requesting leave exceeds the limitations stated above and the employee's leave will interfere with the school's program, the Office of Talent shall determine whether the leave shall be denied to the employee or employees last filing such request; provided, however, that if such employee or employees request the leave because of an emergency, the leave shall be granted.
- (d) Except as provided in Sections 6 and 7 of this Appendix, attendance at the commencement of relatives and friends, absence in connection with the death or funeral of distant relatives and friends, or in connection with the marriages of relatives or friends, and appearances in court in a case in which the employee is plaintiff or defendant, will be treated solely as personal leave.
- (e) The Office of Talent shall also determine whether or not the request for personal leave which has the effect of extending the school holidays, or beginning the summer vacation earlier or extending it later, shall, under most unusual circumstances, be granted.
- (f) If a ten (10) month employee has accumulated thirty (30) days or more in his/her personal leave bank he/she shall be allowed to use up to a maximum of two (2) additional personal leave days from his/her bank per year.

2. Personal Illness Leave (Code 04)

Personal Illness leave shall be provided in accordance with School District policy.

3. Vacation (Code 02)

- (a) Active employees working on a twelve (12) month schedule in the Non-Teaching Assistants, Secretaries, Paraprofessionals, Head Start and Professional/Technical bargaining units shall be entitled to the following vacation with pay at the annual rate of pay such employee is receiving at the time such vacation is actually taken:

Length of Uninterrupted Service to July 1	Vacation Time
If appointed between January 1 and April 30	One Week
Six months to four years	Two Weeks
Four years to eight years	Three Weeks
Eight years to fifteen years	Four Weeks
Over fifteen years	Four Weeks and Two Days

An employee may take one (1) week of unpaid time per year in addition to his/her vacation. Requests for such time shall be submitted in the same manner as requests for vacation.

- (b) For an employee in the Non-Teaching Assistants bargaining unit who seeks a part of his/her vacation during the school year, his/her request shall be approved provided the needs of the school do not require otherwise.

4. Educational Leave

- (a) Active employees in all bargaining units shall be eligible for an unpaid educational leave of absence under the following terms and conditions:
 - (i) A teacher shall be eligible for an unpaid educational leave of absence for a September to June school year. Requests for such a leave shall be filed no later than May 31 of each school year. Such a leave shall be granted to improve the professional competency of the teacher subject to the approval of the content of the academic work to be presented. The teacher shall be returned to the same position in the same school he/she occupied at the time of the leave, provided that the position still exists.
 - (ii) An employee other than a teacher shall be eligible for an unpaid educational leave of absence for a period of five (5) months commencing either September 1 or February 1. The leave of absence shall not exceed a total period of one (1) school year. Such a leave shall be granted to improve the competency of the employee subject to the approval of the content of the academic work to be presented. The employee shall be returned to the same position in the same school/location he/she occupied at the time of the leave, provided that the position exists.

5. Pregnancy, Parental and Adoption Leave

- (a) Pregnancy and Parental Leave. For active employees in all bargaining units, with the exception of Per Diem Teachers, the present regulations governing pregnancy and parental leave shall apply and shall not be changed except by agreement of the parties.

- (i) An employee returning from parental leave within two (2) years, calculated from the first day of the eighty-nine (89) day parental leave, is entitled to return to the former school if a vacancy exists. If such employee is not assigned to her former school, she shall be considered as having received a forced transfer. Teachers and secretaries shall be assigned in accordance with the Assignment and Transfer provisions of this Agreement.
 - (ii) An eligible employee who is granted an eighty-nine (89) day parental leave that expires after May 1 may choose to extend such leave to the end of the school year.
 - (iii) At least twenty-one (21) days prior to the expiration of the initial two (2) year parental leave; an employee may apply for an extension of the parental leave. The entire parental leave shall not exceed a total of four (4) years from the first day of the eighty-nine (89) day parental leave. If the employee uses this extension, he/she loses his/her entitlement to return to his/her former school as well as his/her school seniority. An adjustment shall be made from his/her system wide seniority for the total period of the parental leave.
- (b) Adoption Leave. Those employees eligible for parental leave who adopt children shall have an equal leave available to them as employees who give birth to a child — up to four (4) years, even if adopted child is over eighteen (18) months.
6. Funeral Leave (Codes 01, 11-15, 32, 41, 42)
- (a) Active employees in the Teachers, Non-Teaching Assistants, Secretaries, Paraprofessionals, Food Service Managers, Head Start, Professional/Technical and Supportive Services Assistants bargaining units shall be eligible for the following funeral leaves:
 - (i) For death of a parent, spouse or a child, the employee shall be entitled to take up to five (5) working days, including the day of the funeral, to be taken within ten (10) working days of the death.
 - (ii) For death of a sister, brother, grandparent, grandchild, or resident of the same household, the employee shall be entitled to take up to three (3) working days, including the day of the funeral, to be taken within ten (10) working days of the death.
 - (iii) For death of an aunt, uncle or first cousin, the employee shall be entitled to take off the day of the funeral.
 - (iv) For the death of a distant relative, the employee shall be entitled to take off the day of the funeral by using personal leave or a day off with one-half (½) pay.
 - (v) For a period of mourning, the employee shall be entitled to take off up to five (5) days at one-third (⅓) pay, upon production of a letter from the head of the employee's congregation.
 - (b) Relationship by marriage is treated the same as relationship by blood.

7. Other Leaves (Codes 01, 19, 44, 51, 51HR, 60)
- (a) Religious Holiday. An active employee in the Teachers, Non-Teaching Assistants, Secretaries, Paraprofessionals, Food Service Managers, Head Start, Professional/Technical or Supportive Services Assistants' bargaining unit may take a personal leave day or a day off with one-third (⅓) pay to observe a religious holiday, upon production of a letter from the head of the employee's congregation.
 - (b) Graduations/Marriages of Children. An active employee in the Teachers, Non-Teaching Assistants, Secretaries, Paraprofessionals, Food Service Managers, Head Start, Professional/Technical or Supportive Services Assistants' bargaining unit may take a personal leave day or (if no personal leave is available) a day off without pay to attend the graduation or marriage of the employee's child.
 - (c) Inclement Weather. An active employee in the Teachers, Non-Teaching Assistants, Secretaries, Paraprofessionals, Food Service Managers, Head Start, Professional/Technical or Supportive Services Assistants' bargaining unit who is unable to get to work will be paid one-third (⅓) pay due to inclement weather, with the approval of the Chief Talent Officer and proof of the employee's attempt to get to work.
 - (d) Unpaid Personal Leave. Active employees in the Professional/Technical bargaining unit may be granted up to five (5) days annually without pay upon receiving permission from their immediate supervisor and office administrator. Approval will not be withheld unreasonably. This leave must be taken in the fiscal year in which leave is requested. A minimum of three (3) weeks' notice shall be required prior to the requested leave date.
 - (e) Sabbatical Leave. Upon request, a sabbatical leave will be granted to a teacher and other professional employees with a satisfactory rating and with at least twenty (20) years of continuous service for the School District and as further restricted under the rules of the School District. A leave of absence because of the employee's illness or because of his/her service with an educational institution or with the Federation shall not delay the time at which such sabbatical leave may be taken but, for the purpose of this Section, the duration of such leave of absence, except in the case of a leave of absence for service with the Federation, shall not be included in calculating the length of the employee's service for the School District.
 - (f) Military Leave. For employees called to active military duty, the School District will continue to pay them the difference between the individual employee's School District salary and his/her military pay. The School District will continue to provide medical benefits for the individual's spouse and dependents. Upon return to the School District, the employee will be placed in his/her former assignment and work location with no interruption in building and system seniority.

An employee returning to service after February 1st, will be returned to his/her assignment at the earliest possible date, but in no event later than the start of the following school year.

APPENDIX F
Vocational Teacher Pay Policy

Trade Experience Credit

For a teacher of trade subjects (vocational education) six (6) years of work experience is the equivalent to a Bachelor's Degree level. Where permitted by the salary schedule, vocational teachers who do not possess a Bachelor's Degree may be awarded prior experience beyond the six (6) year minimum requirement. Teachers may be awarded years of credit for all their years minus one (1), to a maximum of step ten (10) on the current teacher salary schedule.

Prior experience for a vocational teacher who holds a Bachelor's Degree is treated in a similar manner to academic teachers with a Bachelor's Degree. Such teachers receive year for year salary credit minus one (1) year for all approved trade experience.

Salary Credit for Educational Attainment

Bachelor's Degree Level: Minimum of six (6) years trade experience, or possession of a Bachelor's Degree without trade experience.

Master's Degree Level: Six (6) years of trade experience and possession of a Bachelor's Degree, OR achievement of a Vocational I certificate issued by PDE.

Master's Plus 30: Possession of a Vocational II certificate issued by PDE.

Senior Career Teacher: Possession of a Vocational II certificate issued by PDE; and ten (10) years of satisfactory teaching in the School District of Philadelphia; and forty-five (45) approved college credits.

SIDE LETTERS

The School District of Philadelphia and the Philadelphia Federation of Teachers hereby agree to the following side letters:

Teacher Vacancies

The School District will use its best efforts to fill vacancies as promptly as possible.

Teacher Recruitment

In the event the School District has been unable to recruit and/or hire a sufficient number of certified teachers to fill existing vacancies in areas of critical need through the normal hiring, posting and transfer processes by June 1, the School District may enter into contracts with outside providers to provide services which would otherwise be filled by bargaining unit members. Except in circumstances of unanticipated vacancies, the Federation shall be provided with no less than three (3) months' prior written notice of any decision to utilize any outside providers.

The School District shall use its best efforts to fill such vacancies through the normal hiring, transfer and job posting processes. The School District will continue its effort to recruit in shortage areas.

Ordinarily an outside provider may be utilized to fill a vacancy in any location for two (2) school years. The Federation-District Committee shall meet in February 2002 and in February of each subsequent year to evaluate whether a vacancy(ies) in critical needs areas can be addressed effectively by means other than renewal of a contract(s) with an outside provider(s). The Federation-District Committee will also consider ways to fill chronic vacancies permanently. Absent a concrete and reasonable basis for concluding that the vacancy(ies) can be filled for the following school year through the normal recruitment, hiring, transfer and job posting processes, the School District may contract for up to an additional two (2) years. A contract renewal shall be for only one (1) year if there is a concrete and reasonable basis to conclude that the vacancy(ies) can be filled through normal processes in less than two (2) years.

Teachers assigned by the School District pursuant to this agreement shall be considered as employees of the outside provider(s), shall not be considered as members of the school faculty or staff, and shall not be available for any other school duties.

Professional Development for New Teachers

All newly hired teachers shall receive two (2) days of professional development at their school. Those teachers who receive their two (2) days of professional development during the summer, shall be paid at the professional development rate. New teachers hired after September 1st will be paid at their daily rate of pay for their professional development.

Special Education Exceptionalities

The following will apply to Special Education Teachers:

In recognition of the vast differences between the exceptionalities, the teacher's approval will be required in order to change the teacher's assignment to a dif-

ferent exceptionality. If no one elects to teach a specific exceptionality, it will be offered as an option to the least senior Special Education Teacher.

Retired Teachers and Retired School Nurses/Practitioners

1. Home School Preference

a. Retired Teachers shall no longer receive priority for assignment to substitute in the school from which he/she retired. Certified non-annuitants will be offered all positions which exist for per diem substitute service. Certified annuitants will be assigned to their “home schools” if no certified non-annuitant is assigned to the position.

b. Annuitants who have signed up for Home School Preference may only be assigned to their home school pursuant to paragraph 1.a above if they are certified in the subject area in which the position exists.

c. Annuitants assigned pursuant to this Side Letter may not attain long term status except in an emergency pursuant to paragraph 3 below.

2. Retired Teachers and Retired Nurses/Practitioners

a. Retired Teachers cannot attain long term teacher status except in an emergency pursuant to paragraph 3 below.

b. Retired Teachers cannot be assigned to known vacancies if the vacancy is likely to exist for three (3) months or more except in an emergency pursuant to paragraph 3 below.

3. Cases of Emergency

a. In cases of emergency, the District may apply to PSERS for permission to employ annuitants on an individual basis as set forth in the statute.

4. Retired Teachers shall be paid at the certified per diem teacher rate.

Payback for Prep Time

This will confirm the School District’s procedure for repaying preparation time which could not be restored during the school year.

In June of each school year each school is to submit the dates on which the employee is to be reimbursed for lost prep time on a form distributed by the School District. Each school will total the periods lost and then indicate the number of lost prep periods to be reimbursed by either the cash pay back option [at the extra-curricular rate] and/or the personal leave option [one (1) day for every 315 minutes owed].

Not included in the above figures will be:

The first four (4) prep periods for elementary teachers for whom an S-324 has been submitted.

The first 180 minutes taken for coverage for secondary teachers. There is no pay back at the secondary level until the taking away is more than 180 minutes.

Every effort must be made to repay teachers for their lost prep time through the use of substitute service, if possible.

Leaving Building During Preparation Time

The School District will reissue the March 24, 1976 memo published by Charles A. Highsmith (the “Highsmith Memo”) as follows:

It has been agreed that when teachers have prep time, they may leave the building. To insure that this is done in an appropriate and orderly fashion, the following procedures must be followed:

When teachers leave the building during prep time, it is their responsibility to return in time to meet their next scheduled class. Prep time may not extend the lunch period when it occurs after lunch unless permission is granted by the Principal. Prep time may not be used to permit teachers to arrive in school later than the set arrival time nor to leave school earlier than the set dismissal time.

In all schools, the following procedures must be followed:

a. The Principal, or his/her designee, shall grant such permission unless permission cannot be granted because:

(1) There is a need for emergency coverage.

(2) The teacher has a previously scheduled conference with a parent, another teacher, the counselor, the Principal, etc.

b. A “sign-out and sign-in” book will be placed beside the school sign-in register.

c. A teacher who wishes to leave the building must indicate this desire by signing out in the appropriate book when he/she signs in for that day.

These procedures must be made known to all members of the school staff.

Administering Medication

Medication to students shall be administered in accordance with School District policy.

Secretaries in Schools with Extended Day Programs

Principals who choose to pay secretaries supporting the Extended Day Program from Extra-Curricular (EC) funds shall follow the procedures below:

- Principals are required to send a memorandum to the Office of School Management requesting that EC funds be transferred to an appropriate budget to be established by the Finance Office. This memorandum shall confirm that all EC hours have been offered. Principals should have the appropriate PFT Building Representative co-sign the memorandum to the Office of School Management confirming that all EC hours have been offered.

- The Finance Office will establish an appropriate EBAR that will pay the employee the correct hourly rate.

- Secretaries shall only be eligible for additional pay under this Side Letter, at their appropriate rate, if they actually work beyond their regular work day.

NTA Training

Prior to January 1, 2006, a staff training program will be developed for NTAs. Training will be scheduled on a Professional Development day prior to the end of the 2005-2006 school year.

Food Services — Classification Formula Revision

This will confirm that upon review of the Classification Formula, it is agreed that credit should be given to the PFT Manager for performance requiring additional duties in: After School Programs and Saturday Programs. It is also agreed that the faculty meal equivalent will be revised to reflect actual sales.

Saturday Programs will be credited for actual meals served and will parallel the Classification Formula: one breakfast will be credited 1 meal equivalent and one lunch will be credited 1½ meal equivalent.

After School Programs will be credited at a rate of ½ meal equivalent for each after school meal served.

Food Services — Manager IV Performance Bonus

Each Food Service Manager IV who achieves a base equivalent of 2,700 meal equivalents will be eligible for a bonus for the year of achievement. That bonus shall be two dollars for every meal equivalent above the 2,000 meal equivalent level. The 2,700 level must be achieved for eligibility.

Food Services — Tuition Reimbursement

Food Service Managers shall be eligible for tuition reimbursement. The sum of fifteen thousand dollars (\$15,000) will be earmarked by the Division of Food Services for tuition reimbursement for Food Service Managers. Each year, managers shall be eligible for tuition assistance for the cost of college credits to a maximum of seventy-five dollars (\$75) per credit to a maximum of six (6) credits per school year.

Food Services — Distance Education

Effective September 1, 2000, Food Service Managers will be afforded the opportunity to participate in the Distance Education Program currently offered by Penn State University. Managers will be selected by the Division of Food Services on the basis of seniority. No more than six (6) managers per year may be offered this opportunity.

Professional/Technical Ten (10) Hour/Four (4) Day Per Week Shift

The following provisions will apply to foremen/planners (in the professional/technical unit including the following Job Codes: 7085 (Area Maintenance Foreman); 5035 (Pest Control Foremen); and 6025 (Landscaping Foreman)), working a ten (10) hour/four (4) day per week schedule. The School District will create a new job code for individuals assigned to the ten (10) hour/four (4) day per week schedule.

Overtime compensation on this shift will be earned for hours worked in excess of forty (40) hours in a workweek.

Employees assigned to the ten (10) hour/four (4) day per week schedule shall receive pro-rated vacation, personal and sick leave benefits to be used in accordance with the terms of this Agreement. For example, if an employee is entitled to ten (10) paid vacation days at the rate of eight (8) hours per day under the terms of this Agreement, employees on this shift will be entitled to eight (8) days of vacation at the rate of ten (10) hours per day.

Twelve (12) month employees assigned to work the four (4) day workweek shall receive no less than 10.5 holidays per calendar year computed at the rate of ten (10) hours per holiday. Within thirty (30) days after the School District publishes the school calendar for the following year, the School District shall provide a schedule of holidays for employees on this shift, which the Union may review. Included in the schedule of holidays will be a specific number of “floating holidays” which shall represent pro-rated time off for holidays that occur on Mondays and Tuesdays for that fiscal year. In no event, however, will the number of holidays exceed the total pro-rated amount referenced in this paragraph. Employees shall be entitled to use floating holidays after the actual holiday for which it was provided occurs, on the condition that the employee was actively employed on the date of the actual holiday.

For example, if a holiday falls on a Monday (*i.e.* Labor Day), the employees on this shift will be provided with a floating holiday, to be used in accordance with the terms of this Section. If a holiday falls on a Wednesday, Thursday or Friday the employees will be off on the designated holiday. Finally, if an actual holiday falls on a Saturday, (*i.e.* New Years Day, Fourth of July, Christmas Day), the School District may designate that holiday as a scheduled holiday for this shift, and the employees will work the remaining days of their regularly scheduled shift.

Compensation for floating holidays will be at the employee’s regular rate of pay. Unused floating holidays shall not be accumulated or carried over from year to year. Employees shall be paid for any unused floating holidays at the end of a fiscal year at his or her his/her current rate of pay.

Head Start — Supportive Service Assistants

To the extent funding is available, the Head Start Program will hire twelve (12) additional Supportive Service Assistants. They will work as floating substitutes for Teacher Assistants. They will work four (4) hours per day and will be paid the rate of pay for Supportive Service Assistants.

Head Start — Fax Machines

This is to confirm our April 10th agreement of this office placing a fax machine in all of our non-school locations effective September 2000. We will not provide another phone line, but will notify staff when it is necessary for us to fax information to them.

Hopefully, this will alleviate staff from receiving documents late or not at all by mail.

Paychecks

The School District agrees that as soon as possible, paycheck stubs shall itemize all “adjustments” including such as have not heretofore been itemized.

Reading at Faculty Meetings

The School District agrees that any printed or duplicated materials distributed at faculty meetings shall not be read to the teachers.

School Organization Chart

Because there is a need to clarify the relationship between the administrative staff in the school and the employees, Principals must post a school organization chart showing the lines of responsibility and supervision.

Materials and Resources

The School District agrees that at the beginning of each year a list of available materials, services and resources shall be issued.

Such resources shall include audiovisual materials for classroom use up to the last day of the student year.

Evening School Program

The following will apply to evening school employees. This Side Letter covers the evening school program at Girls High School and will expire at the termination of the program at Girls High School.

- An evening school employee shall be paid twenty-five percent (25%) of his/her unused sick leave at the termination of all employment by the School District of Philadelphia. Such pay shall be at the rate applicable when the employee last served in evening school, until such time as all employees have terminated and received their termination pay at the stipulated rates.
- Employees working in the evening school will be given for each period beginning September 1 and ending August 31, up to a maximum of two (2) evenings sick leave with full pay. Twenty (20) sessions of work will entitle such employee to one (1) evening of accrued sick leave.
- An evening school employee shall suffer no loss in leave time or evening school pay if he/she is absent because he/she is required to attend an unpaid activity by his/her day school principal.

School Day/School Year

The Parties recognize the obligation arising under the Pennsylvania Public School Code, 24 Purdon's Statutes, Act 46 of 1998 and Act 83 of 2001, codified at 24 P.S. Sec. 6-696(k)(3), with respect to the number of hours of instruction required on an annual basis and the number of instructional days per school year.

The Parties agree that the number of instructional days currently provided in the Collective Bargaining Agreement meets or exceeds the State average as determined by the State Department of Education and further that the number of hours of instruction for students on an annual basis meets or exceeds the required number of hours of instruction for students as determined by the Department of Education.

In the event that during the life of this Agreement the School District no longer meets either of these requirements, the Parties agree that they will meet to resolve any issues arising therefrom.

Teacher Workday

Effective August 1, 2019, the workday for teachers shall be equal to the state wide average workday for teachers, as determined by the Pennsylvania Depart-

ment of Education in accordance with the requirements of the Pennsylvania School Code.

The Parties agree to establish a Workday Implementation Team comprised of eight (8) members. One half of the members shall be appointed by the President of Federation and the other half by the Superintendent. Should a vote be required for any action or decision, an affirmative vote and at least five (5) members is necessary. The Workday Implementation Team shall develop a plan for implementing a workday that meets the requirements of the Pennsylvania School Code and supports student academic growth. The team will meet as necessary and will develop the plan no later than December 15, 2018.

Savings Clause

The consolidation of contract language covering Head Start and any other Pre-K employees into a single section of the Collective Bargaining Agreement called Pre-K is not intended as a consolidation of any existing bargaining unit. This consolidation of language shall not affect, modify or change any contractual rights of any bargaining unit members including but not limited to, lay-off, seniority, assignment, job bidding or any other contractual right unless such change is agreed to by the parties and incorporated into this Agreement.

Benefits for Same Sex Spouses

The parties agree that the term "legally married same-sex spouse" contained in Article XIII, Section A.3 shall be interpreted consistently with the interpretation given to the terms "spouse," "husband and wife," "husband," "wife" and "marriage" for federal tax purposes as set forth in IRS Revenue Ruling 2013-17 (August 29, 2013), or as modified by any future legislation, regulation, or revenue rulings.

Memorandum of Agreement

The Parties agree that the retroactive payment for the increment effective September 1, 2016, and the lump sum payment to employees at the maximum of the salary schedule effective following ratification shall be payable to employees employed in the PFT bargaining unit at ratification and shall be paid as a lump sum payment no later than the first payroll following thirty (30) days after ratification by the School Reform Commission of the Agreement. The Parties agree that except for the increment effective September 1, 2016, and the increment effective August 1, 2020, any other increments shall be effective on the employee's anniversary date.

SALARY SCHEDULES

**Teachers
Teacher, Apprentice Teacher, Pre-Professional Teacher, Dental Hygienist & Therapist,
School Nurse and Nurse Practitioner**

Bachelor's or Equivalent			Master's or Equivalent		
Step	9/1/13	9/1/19	Step	9/1/13	9/1/19
01	45,360	46,267	01	46,694	47,628
02	47,278	48,224	02	48,945	49,924
03	51,113	52,136	03	53,281	54,346
04	54,365	55,452	04	56,531	57,661
05	57,450	58,599	05	59,532	60,723
06	60,203	61,407	06	62,368	63,615
07	62,869	64,126	07	65,121	66,424
08	64,045	65,326	08	67,788	69,144
09	65,242	66,546	09	70,565	71,976
10	66,462	67,791	10	73,454	74,923
11	67,705	69,060	11	76,462	77,991

Master's + 30			Doctorate		
Step	9/1/13	9/1/19	Step	9/1/13	9/1/19
01	49,615	50,607	01	51,866	52,903
02	52,197	53,240	02	55,117	56,219
03	57,033	58,174	03	60,285	61,490
04	60,453	61,662	04	63,789	65,065
05	63,537	64,808	05	66,872	68,210
06	66,369	67,696	06	69,708	71,102
07	69,207	70,591	07	72,541	73,992
08	72,506	73,956	08	75,850	77,367
09	75,964	77,483	09	79,313	80,899
10	79,586	81,177	10	82,932	84,591
11	83,381	85,049	11	86,715	88,449

Senior Career Teacher

Step	9/1/13	9/1/19
01	90,051	91,852

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Special Education Teacher, Apprentice Teacher and Pre-Professional Teacher

Bachelor's or Equivalent			Master's or Equivalent		
Step	9/1/13	9/1/19	Step	9/1/13	9/1/19
01	46,194	47,118	01	47,527	48,477
02	48,528	49,499	02	50,195	51,199
03	52,362	53,410	03	54,534	55,625
04	55,615	56,727	04	57,786	58,941
05	58,700	59,874	05	60,787	62,003
06	61,452	62,681	06	63,622	64,895
07	64,121	65,404	07	66,369	67,696
08	64,998	66,298	08	68,760	70,135
09	65,889	67,207	09	71,237	72,662
10	66,791	68,126	10	73,802	75,278
11	67,705	69,060	11	76,462	77,991

Special Education Teacher, Apprentice Teacher and Pre-Professional Teacher

Master's + 30			Doctorate		
Step	9/1/13	9/1/19	Step	9/1/13	9/1/19
01	50,446	51,455	01	52,697	53,750
02	53,447	54,516	02	56,366	57,493
03	58,284	59,450	03	61,535	62,765
04	61,702	62,936	04	65,037	66,338
05	64,785	66,081	05	68,124	69,486
06	67,621	68,974	06	70,960	72,379
07	70,458	71,867	07	73,796	75,272
08	73,488	74,957	08	76,833	78,370
09	76,647	78,180	09	79,996	81,596
10	79,944	81,543	10	83,288	84,954
11	83,381	85,049	11	86,715	88,449

Senior Career Teacher

Step	9/1/13	9/1/19
01	90,051	91,852

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Demonstration Teacher

Bachelor's or Equivalent			Master's or Equivalent		
Step	9/1/13	9/1/19	Step	9/1/13	9/1/19
01	46,193	47,117	01	47,944	48,903
02	48,695	49,669	02	50,361	51,368
03	52,531	53,582	03	54,699	55,793
04	55,866	56,984	04	58,034	59,195
05	58,951	60,130	05	61,118	62,341
06	61,702	62,936	06	63,870	65,147
07	64,454	65,743	07	66,707	68,041
08	65,631	66,943	08	69,358	70,745
09	66,829	68,166	09	72,114	73,556
10	68,048	69,409	10	74,981	76,480
11	69,291	70,676	11	77,961	79,520

Master's + 30			Doctorate		
Step	9/1/13	9/1/19	Step	9/1/13	9/1/19
01	50,864	51,881	01	53,115	54,177
02	53,613	54,686	02	56,451	57,580
03	58,531	59,701	03	61,702	62,936
04	61,952	63,191	04	65,290	66,596
05	65,121	66,424	05	68,458	69,827
06	67,874	69,231	06	71,209	72,633
07	70,706	72,120	07	74,042	75,522
08	74,012	75,492	08	77,356	78,903
09	77,471	79,020	09	80,817	82,433
10	81,091	82,713	10	84,436	86,125
11	84,881	86,578	11	88,216	89,980

Demonstration Teacher, Special Education

Bachelor's or Equivalent			Master's or Equivalent		
Step	9/1/13	9/1/19	Step	9/1/13	9/1/19
01	47,026	47,967	01	48,780	49,755
02	49,945	50,944	02	51,616	52,649
03	53,781	54,857	03	55,949	57,068
04	57,119	58,261	04	59,281	60,467
05	60,202	61,406	05	62,367	63,615
06	62,953	64,212	06	65,121	66,424
07	65,706	67,020	07	67,956	69,315
08	66,585	67,917	08	70,329	71,735
09	67,475	68,824	09	72,785	74,241
10	68,376	69,743	10	75,329	76,836
11	69,291	70,676	11	77,961	79,520

Master's + 30			Doctorate		
Step	9/1/13	9/1/19	Step	9/1/13	9/1/19
01	51,696	52,730	01	53,948	55,027
02	54,863	55,961	02	57,701	58,855
03	59,785	60,981	03	62,953	64,212
04	63,203	64,468	04	66,540	67,871
05	66,369	67,696	05	69,708	71,102
06	69,124	70,506	06	72,460	73,910
07	71,961	73,400	07	75,295	76,801
08	74,994	76,494	08	78,336	79,902
09	78,155	79,718	09	81,499	83,129
10	81,448	83,077	10	84,790	86,486
11	84,881	86,578	11	88,216	89,980

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Long-Term Substitute Teacher, School Nurse and School Nurse Practitioner

Step	9/1/13	9/1/19
01	29,017	29,597
02	30,435	31,044
03	38,940	39,719
04	40,524	41,335
05	43,527	44,397
06	49,196	50,180
07	56,366	57,493

Department Head

Master's			Master's + 30		
Step	9/1/13	9/1/19	Step	9/1/13	9/1/19
01	55,949	57,068	01	58,700	59,874
02	57,867	59,025	02	60,702	61,916
03	69,124	70,506	03	72,375	73,823
04	72,874	74,331	04	76,209	77,734
05	76,209	77,734	05	79,630	81,223
06	89,384	91,172	06	96,306	98,232

Doctorate

Step	9/1/13	9/1/19
01	61,787	63,023
02	63,789	65,065
03	75,708	77,222
04	79,547	81,138
05	82,966	84,625
06	100,390	102,398

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School Psychologist - 10 Month

Step	9/1/13	9/1/19
01	55,449	56,558
02	58,617	59,790
03	73,458	74,927
04	78,296	79,862
05	94,554	96,445

School Psychologist - 12 Month

Step	9/1/13	9/1/19
01	66,121	67,444
02	70,037	71,438
03	87,800	89,556
04	93,639	95,512
05	113,152	115,415

Case Manager - 12 Month

Step	9/1/13	9/1/19
01	88,051	89,812
02	91,055	92,876
03	93,970	95,849
04	96,889	98,827
05	99,892	101,889
06	102,892	104,949
07	105,978	108,098

Extracurricular Rate

Step	9/1/13	9/1/19
01	39.87	39.87

Staff Development Rate

Step	9/1/13	9/1/19
01	29.45	29.45

Teacher-in-Charge and Leader of In-Service Courses		
Step	9/1/13	9/1/19
01	48.87	48.87

Twilight Schools		
Step	9/1/13	9/1/19
01	39.87	39.87
02	41.30	41.30
03	43.72	43.72

Summer School Teacher			Summer School Nurse		
Step	9/1/13	9/1/19	Step	9/1/13	9/1/19
01	36.72	36.72	01	38.75	38.75
02	37.84	37.84	02	40.01	40.01
03	40.05	40.05	03	42.20	42.20
04	41.31	41.31	04	43.59	43.59
05	42.09	42.09	05	44.45	44.45
06	45.43	45.43	06	45.43	45.43
07	46.43	46.43	07	46.43	46.43
08	48.41	48.41	08	48.41	48.41
09	49.31	49.31	09	49.31	49.31
10	50.98	50.98	10	50.98	50.98
11	50.98	50.98	11	50.98	50.98

Summer School Department Head		
Step	9/1/13	9/1/19
01	58.48	58.48

Summer Programs		
Step	9/1/13	9/1/19
01	41.30	41.30

Department Chairperson, Physical Education					
Bachelor's			Master's		
Step	9/1/13	9/1/19	Step	9/1/13	9/1/19
01	45,359	46,266	01	46,694	47,628
02	47,278	48,224	02	48,945	49,924
03	51,113	52,135	03	53,281	54,347
04	54,365	55,452	04	56,531	57,661
05	57,451	58,600	05	59,533	60,723
06	60,202	61,406	06	62,367	63,615
07	62,869	64,127	07	65,121	66,424
08	67,705	69,059	08	76,461	77,990
09	72,008	73,448	09	80,762	82,377
10	73,060	74,521	10	81,817	83,453
11	74,127	75,609	11	82,884	84,541
12	75,209	76,713	12	83,967	85,647
13	76,309	77,835	13	85,065	86,766

Master's + 30			Doctorate		
Step	9/1/13	9/1/19	Step	9/1/13	9/1/19
01	49,615	50,607	01	51,866	52,903
02	52,197	53,241	02	55,117	56,219
03	57,034	58,174	03	60,284	61,490
04	60,453	61,662	04	63,789	65,065
05	63,537	64,807	05	66,872	68,210
06	66,369	67,696	06	69,708	71,102
07	69,207	70,591	07	72,541	73,992
08	83,381	85,049	08	86,714	88,449
09	87,682	89,436	09	91,020	92,840
10	88,738	90,513	10	92,076	93,917
11	89,808	91,604	11	93,144	95,006
12	90,890	92,707	12	94,225	96,109
13	91,985	93,825	13	95,318	97,225

Senior Career Teacher		
Step	9/1/13	9/1/19
01	90,051	91,852

High School Athletic Coach Salaries		
Sport	Position	Salary (District/Rated)
Badminton	Head Coach	2,951.92
Baseball	Head Coach	6,173.42
	1st Assistant Coach	4,426.68
	2nd Assistant Coach	3,221.91
Basketball	Head Coach	7,089.07
	1st Assistant Coach	4,426.68
	2nd Assistant Coach	3,221.91
Cheerleading	Head Coach	2,951.52
Cross Country	Head Coach	4,426.68
	1st Assistant Coach	3,221.91
Field Hockey	Head Coach	6,173.42
	1st Assistant Coach	4,426.68
Football	Head Coach	8,266.33
	1st Assistant Coach	5,574.03
	2nd Assistant Coach	5,574.03
	3rd, 4th, 5th Assistant Coach	4,395.97
Golf	Head Coach	2,951.92
Lacrosse	Head Coach	6,173.42
	1st Assistant Coach	4,426.68
Soccer	Head Coach	6,173.42
	1st Assistant Coach	4,426.68
	2nd Assistant Coach	3,221.91
Softball	Head Coach	6,173.42
	1st Assistant Coach	4,426.68
	2nd Assistant Coach	3,221.91
Swimming	Head Coach	4,426.68
Tennis	Head Coach	4,426.68
Track & Field	Head Coach	6,173.42
	1st Assistant Coach	4,426.68
	2nd Assistant Coach	3,221.91
Volleyball	Head Coach	6,173.42
	1st Assistant Coach	4,426.68
Wrestling	Head Coach	6,173.42
	1st Assistant Coach	4,426.68
Extramural Sports	Position	Salary
Bowling (50 EC Hours)	Coach	1,994.00
Indoor Track (50 EC Hours)	Coach (Single Gender Team)	1,994.00
Indoor Track (75 EC Hours)	Coach (Co-Ed Team)	2,991.00

Middle School Athletic Coach Salaries		
Sport	Position	Salary
Baseball	Head Coach	2,656.00
Basketball	Head Coach	2,656.00
Field Hockey	Head Coach	2,656.00
Football	Head Coach	2,656.00
Lacrosse	Head Coach	2,656.00
Soccer	Head Coach	2,656.00
Softball	Head Coach	2,656.00
Track & Field	Head Coach	2,656.00
Volleyball	Head Coach	2,656.00
Extramural Sports	Position	Salary
Golf (30 EC Hours)	Coach	1,196.40
Healthy Dragons (30 EC Hours)	Coach	1,196.40
High School Sport Chairperson Athletic Salaries		
Sport	Position	Salary
Badminton	Sport Chairperson	3,542.31
Baseball	Sport Chairperson	7,408.11
Basketball	Sport Chairperson	8,583.00
Cheerleading	Sport Chairperson	3,542.31
Cross Country	Sport Chairperson	5,312.01
Field Hockey	Sport Chairperson	7,408.11
Football	Sport Chairperson	9,759.00
Golf	Sport Chairperson	3,542.31
Lacrosse	Sport Chairperson	7,408.11
Soccer	Sport Chairperson	7,408.11
Softball	Sport Chairperson	7,408.11
Swimming	Sport Chairperson	5,312.01
Tennis	Sport Chairperson	5,312.01
Track & Field	Sport Chairperson	7,408.11
Volleyball	Sport Chairperson	7,408.11
Wrestling	Sport Chairperson	7,408.11
Extramural Sports	Position	Salary
Bowling	Extramural League Chairperson	5,312.01
Indoor Track	Extramural League Chairperson	3,542.31

Middle Grade Sport Chairperson Athletic Salaries

Sport	Position	Salary
Baseball	Sport Chairperson	3,542.31
Basketball	Sport Chairperson	3,988.00
Field Hockey	Sport Chairperson	2,947.50
Football	Sport Chairperson	3,988.00
Lacrosse	Sport Chairperson	2,947.50
Soccer	Sport Chairperson	3,542.31
Softball	Sport Chairperson	3,542.31
Track & Field (School Day Relays)	Sport Chairperson	3,542.31
Volleyball	Sport Chairperson	3,542.31

Extramural Sports	Position	Salary
Golf	Extramural League Chairperson	2,947.50
Healthy Dragons	Extramural League Chairperson	1,196.40

High School Athletic Director Salaries

School Type	Position	Salary
1 Interscholastic Sport	Athletic Liaison - 1	917.24
2 Interscholastic Sports	Athletic Liaison - 2	1,834.48
3 Interscholastic Sports	Athletic Liaison - 3	2,751.72
4 Interscholastic Sports	Athletic Liaison - 4	3,668.96
5 Interscholastic Sports	Athletic Liaison - 5	4,586.20
6-11 Interscholastic Sports	Athletic Director (SM)	5,781.15
12-22 Interscholastic Sports	Athletic Director (LG)	9,406.11
23+ Interscholastic Sports	Athletic Director (XL)	11,761.65

Non-Teaching Assistants

Non-Teaching Assistant - 10 Month			Lead Non-Teaching Assistant - 10 Month		
Step	9/1/13	9/1/19	Step	9/1/13	9/1/19
01	20,598	21,010	01	22,264	22,709
02	21,846	22,283	02	23,598	24,070
03	26,766	27,302	03	28,848	29,425
04	28,265	28,831	04	30,351	30,958
05	29,601	30,193	05	31,601	32,233
06	33,351	34,018	06	35,520	36,231
07	35,439	36,147	07	37,773	38,528
08	41,857	42,694	08	44,109	44,991

Long-Term Substitute Non-Teaching Assistant - 10 Month

Step	9/1/13	9/1/19
01	20,598	21,010
02	21,846	22,283
03	34,772	35,467

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Secretaries

Secretary - 10 Month			Secretary - 12 Month		
Step	9/1/13	9/1/19	Step	9/1/13	9/1/19
01	23,179	23,642	01	29,520	30,110
02	24,765	25,261	02	31,601	32,233
03	26,264	26,789	03	33,687	34,361
04	29,851	30,448	04	38,356	39,123
05	32,186	32,830	05	41,274	42,100
06	38,774	39,550	06	49,447	50,436

Secretary III - 10 Month

Secretary III - 12 Month

Step	9/1/13	9/1/19	Step	9/1/13	9/1/19
01	27,431	27,980	01	35,186	35,890
02	28,681	29,255	02	37,023	37,763
03	30,351	30,958	03	38,856	39,633
04	32,352	32,999	04	41,524	42,355
05	34,185	34,869	05	43,944	44,823
06	42,358	43,206	06	53,948	55,027

Executive Secretary - 12 Month

Step	9/1/13	9/1/19
01	41,475	42,305
02	42,682	43,536
03	45,669	46,582
04	49,323	50,309
05	53,948	55,027
06	62,210	63,454

Pay Grade 8 - Messenger Junior Clerk			Pay Grade 13 - Clerk, Clerk Receptionist, Telephone Operator		
Step	9/1/13	9/1/19	Step	9/1/13	9/1/19
01	19,846	20,242	01	23,265	23,730
02	20,680	21,093	02	24,266	24,752
03	24,849	25,346	03	29,350	29,937
04	26,348	26,875	04	31,101	31,723
05	27,599	28,151	05	32,769	33,425
06	35,936	36,655	06	41,692	42,526

Pay Grade 14 - Accounting Clerk, Key punch Operator, Treasury Clerk			Pay Grade 15 - Intermediate Clerk		
Step	9/1/13	9/1/19	Step	9/1/13	9/1/19
01	29,520	30,110	01	25,014	25,514
02	31,601	32,233	02	26,013	26,534
03	33,687	34,361	03	31,352	31,979
04	38,356	39,123	04	33,270	33,936
05	41,275	42,100	05	34,936	35,635
06	49,447	50,436	06	43,944	44,823

Pay Grade 17 - Sup. Mail, Personnel, Data Control, Purchase Clerk, Workers' Compensation Clerk			Pay Grade 18 - Senior Payroll Clerk, Machine Accounting Clerk, Senior Clerk & Expeditor I		
Step	9/1/13	9/1/19	Step	9/1/13	9/1/19
01	26,602	27,134	01	27,015	27,556
02	27,848	28,405	02	28,518	29,088
03	33,768	34,443	03	34,855	35,552
04	35,936	36,655	04	37,269	38,015
05	38,022	38,782	05	39,608	40,400
06	47,445	48,394	06	49,447	50,436

Pay Grade 19 - Machine Accounting Specialist, Bookkeeper, Senior Purchase Clerk			Pay Grade 20 - Senior Personnel Clerk, Computer Operator I, Mail Clerk, Supervisor, Payroll Audit Clerk, Statistical Clerk, Workers' Compensation Clerk II		
Step	9/1/13	9/1/19	Step	9/1/13	9/1/19
01	27,769	28,324	01	29,350	29,937
02	29,268	29,853	02	30,852	31,469
03	35,606	36,318	03	37,440	38,189
04	38,108	38,870	04	40,023	40,823
05	40,437	41,246	05	42,441	43,290
06	50,279	51,285	06	52,362	53,410

Pay Grade 22 - Treasury Clerk, Senior			Pay Grade 23 - Computer Operator II		
Step	9/1/13	9/1/19	Step	9/1/13	9/1/19
01	32,018	32,658	01	33,438	34,107
02	33,687	34,361	02	35,104	35,806
03	40,942	41,761	03	42,774	43,630
04	43,774	44,650	04	45,776	46,691
05	46,360	47,287	05	48,528	49,499
06	56,616	57,748	06	59,033	60,214

Pay Grade 1624 - School Operations Officer - 10 Month

Step	9/1/13	9/1/19
01	32,937	33,596
02	34,772	35,467
03	36,519	37,250
04	39,106	39,888
05	41,440	42,269
06	50,361	51,368

Summer School, Secretary			Summer School, Senior Secretary		
Step	9/1/13	9/1/19	Step	9/1/13	9/1/19
01	22.76	22.76	01	25.36	25.36

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Paraprofessionals

Pay Grade 55 - Audio-Visual Clerk - 12 Month			Pay Grade 256 - Instructional Assistant III (60-89 Credits) - Assistant Teacher (2 Years College) - 10 Month		
Step	9/1/13	9/1/19	Step	9/1/13	9/1/19
01	25,115	25,618	01	20,760	21,176
02	26,214	26,738	02	22,014	22,454
03	31,518	32,148	03	26,932	27,471
04	33,322	33,988	04	28,350	28,917
05	35,022	35,723	05	30,268	30,873
06	47,326	48,273	06	33,936	34,615
			07	43,025	43,886

Pay Grade 257 - Instructional Assistant III (90 Credits and Over), Assistant Teacher (3 Years College) - 10 Month			Pay Grade 502 - Teacher Assistant, Kindergarten Assistant, Classroom Assistant, Instructional Assistant I - 10 Month		
Step	9/1/13	9/1/19	Step	9/1/13	9/1/19
01	21,846	22,283	01	14,427	14,716
02	23,099	23,561	02	14,926	15,224
03	28,184	28,747	03	17,926	18,285
04	29,601	30,193	04	19,010	19,391
05	31,435	32,064	05	20,011	20,412
06	35,273	35,978	06	29,520	30,110
07	44,776	45,671			

Pay Grade 503 - CAI Monitor - Title I Non-public School			Pay Grade 504 - Classroom Assistant - Autistic Support/Emotional Support, Classroom Assistant - Life Skills Support/ Multiple Handicap - 10 Month		
Step	9/1/13	9/1/19	Step	9/1/13	9/1/19
01	14,427	14,716	01	14,759	15,054
02	14,926	15,225	02	15,259	15,564
03	17,926	18,285	03	18,263	18,628
04	19,011	19,391	04	19,344	19,731
05	20,011	20,411	05	20,344	20,751
06	29,520	30,110	06	29,851	30,448

Pay Grade 506 - Instructional Assistant I (Up to 29 Credits) - 10 Month			Pay Grade 507 - Laboratory Assistant I - 10 Month		
Step	9/1/13	9/1/19	Step	9/1/13	9/1/19
01	17,428	17,777	01	17,926	18,285
02	18,094	18,456	02	18,678	19,052
03	21,846	22,283	03	22,432	22,881
04	23,099	23,561	04	23,680	24,154
05	24,181	24,664	05	24,849	25,346
06	34,021	34,702	06	34,772	35,467

Pay Grade 509 - School Stock Clerk, Instructional Assistant II (30-59 Credits), Computer Lab Assistant - 10 Month			Pay Grade 512 - Library Instructional Materials Assistant, Laboratory Assistant II, Shop Training Assistant, Audio Visual Clerk - 10 Month		
Step	9/1/13	9/1/19	Step	9/1/13	9/1/19
01	19,096	19,477	01	20,931	21,350
02	19,761	20,156	02	21,846	22,283
03	23,850	24,327	03	26,264	26,789
04	25,180	25,684	04	27,769	28,324
05	26,434	26,962	05	29,184	29,767
06	36,439	37,167	06	39,439	40,228

Pay Grade 513 - School Community Coordinator - 10 Month			Pay Grade 514 - Counselor Assistant (Spanish Speaking), School Community Liaison - 10 Month		
Step	9/1/13	9/1/19	Step	9/1/13	9/1/19
01	21,764	22,199	01	22,596	23,048
02	22,681	23,135	02	23,598	24,070
03	27,431	27,980	03	28,435	29,003
04	29,099	29,681	04	30,101	30,703
05	30,682	31,295	05	31,766	32,401
06	41,108	41,930	06	42,274	43,120

Pay Grade 526 - Deaf/Hard of Hearing Interpreter - 10 Month			Pay Grade 551 - Parent & Community Ombudsman - 12 Month		
Step	9/1/13	9/1/19	Step	9/1/13	9/1/19
01	35,687	36,401	01	30,681	31,295
02	37,440	38,189	02	32,527	33,178
03	45,610	46,522	03	38,573	39,345
04	48,780	49,755	04	40,071	40,873
05	51,696	52,730	05	45,680	46,594
06	64,201	65,485	06	53,492	54,561

Pay Grade 1028 - Parent Educator I - 12 Month			Pay Grade 1029 - Parent Educator II - 12 Month		
Step	9/1/13	9/1/19	Step	9/1/13	9/1/19
01	28,718	29,292	01	33,420	34,089
02	30,117	30,719	02	35,222	35,926
03	31,520	32,151	03	36,924	37,662
04	33,619	34,292	04	39,422	40,210
05	35,523	36,233	05	41,923	42,762
06	44,728	45,622	06	51,731	52,765

Pay Grade 1512 - Nutrition Field Representative, PKHS			Pay Grade 1513 - Parent Educator I, Coordinator, Parental Involvement Coordinator/Trainer		
Step	9/1/13	9/1/19	Step	9/1/13	9/1/19
01	23,099	23,561	01	23,930	24,409
02	23,902	24,380	02	25,099	25,601
03	24,877	25,374	03	26,264	26,789
04	26,602	27,134	04	28,015	28,576
05	28,015	28,576	05	29,601	30,193
06	35,436	36,145	06	37,269	38,015

Pay Grade 1517 - Parent Educator II - 10 Month			Pay Grade 1551 - Parent & Community Ombudsman - 10 Month		
Step	9/1/13	9/1/19	Step	9/1/13	9/1/19
01	27,848	28,405	01	25,568	26,079
02	29,350	29,937	02	27,107	27,649
03	30,772	31,388	03	32,144	32,787
04	32,852	33,509	04	33,393	34,061
05	34,936	35,635	05	38,067	38,829
06	43,111	43,973	06	44,577	45,468

School Improvement Student Advisor - 10 Month		
Step	9/1/13	9/1/19
01	25,568	26,079
02	27,107	27,649
03	32,144	32,787
04	33,393	34,061
05	38,067	38,829
06	44,577	45,468

Head Start

Teacher, Nurse, Nutritionist, Pre-Kindergarten Head Start, Special Needs Coordinator, Social Worker - Hired Prior to September 1, 2003

Certified			Master's or Equivalent		
Step	9/1/13	9/1/19	Step	9/1/13	9/1/19
01	43,358	44,226	01	44,193	45,076
02	43,358	44,226	02	44,193	45,076
03	44,360	45,247	03	45,360	46,267
04	45,360	46,267	04	46,694	47,628
05	47,278	48,224	05	48,945	49,924
06	51,113	52,136	06	53,281	54,346
07	54,365	55,452	07	56,531	57,661
08	57,450	58,599	08	59,532	60,723
09	60,203	61,407	09	62,368	63,615
10	62,869	64,126	10	65,121	66,424
11	67,705	69,059	11	76,461	77,990

Master's + 30			Non-Certified		
Step	9/1/13	9/1/19	Step	9/1/13	9/1/19
01	45,026	45,926	01	38,108	38,870
02	45,026	45,927	02	39,676	40,469
03	45,861	46,778	03	41,554	42,385
04	49,615	50,607	04	43,983	44,863
05	52,197	53,241	05	46,136	47,059
06	57,033	58,174	06	49,961	50,960
07	60,453	61,662	07	53,157	54,220
08	63,537	64,807	08	56,142	57,265
09	66,369	67,696	09	58,920	60,099
10	69,207	70,591	10	61,563	62,794
11	83,381	85,049	11	66,539	67,870

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Teacher, Nurse, Nutritionist, Pre-Kindergarten Head Start, Special Needs Coordinator, Social Worker - Hired On or After September 1, 2003

Certified			Master's or Equivalent		
Step	9/1/13	9/1/19	Step	9/1/13	9/1/19
01	45,360	46,267	01	46,694	47,628
02	47,278	48,224	02	48,945	49,924
03	51,113	52,136	03	53,281	54,346
04	54,365	55,452	04	56,531	57,661
05	57,450	58,599	05	59,532	60,723
06	60,203	61,407	06	62,368	63,615
07	62,869	64,126	07	65,121	66,424
08	64,045	65,326	08	67,788	69,144
09	65,242	66,546	09	70,565	71,976
10	66,462	67,791	10	73,454	74,923
11	67,705	69,060	11	76,462	77,991

Teacher, Nurse, Nutritionist, Pre-Kindergarten Head Start, Special Needs Coordinator, Social Worker - Hired On or After September 1, 2003

Master's + 30		
Step	9/1/13	9/1/19
01	49,615	50,607
02	52,197	53,240
03	57,033	58,174
04	60,453	61,662
05	63,537	64,808
06	66,369	67,696
07	69,207	70,591
08	72,506	73,956
09	75,964	77,483
10	79,586	81,177
11	83,381	85,049

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Lead Teacher, Lead Nurse and Head Teacher, PKHS - Hired Prior to September 1, 2003

Certified - Bachelor's			Master's		
Step	9/1/13	9/1/19	Step	9/1/13	9/1/19
01	44,443	45,331	01	45,276	46,181
02	44,443	45,331	02	45,276	46,181
03	45,445	46,354	03	46,445	47,374
04	46,445	47,374	04	47,778	48,734
05	49,112	50,094	05	50,694	51,708
06	52,949	54,008	06	55,117	56,219
07	56,285	57,411	07	58,451	59,620
08	59,281	60,467	08	61,452	62,681
09	62,036	63,276	09	64,288	65,574
10	64,785	66,081	10	67,037	68,378
11	69,623	71,015	11	78,377	79,944

**Lead Teacher, Lead Nurse and Head Teacher, PKHS -
Hired On or After September 1, 2003**

Bachelor's or Equivalent			Master's or Equivalent		
Step	9/1/13	9/1/19	Step	9/1/13	9/1/19
01	46,445	47,374	01	47,778	48,733
02	49,112	50,094	02	50,694	51,708
03	52,949	54,008	03	55,117	56,219
04	56,286	57,411	04	58,451	59,620
05	59,281	60,467	05	61,451	62,680
06	62,036	63,277	06	64,288	65,574
07	64,785	66,080	07	67,038	68,378
08	65,962	67,281	08	69,709	71,103
09	67,160	68,503	09	72,487	73,937
10	68,381	69,749	10	75,374	76,882
11	69,623	71,015	11	78,377	79,944

Master's + 30			Doctorate		
Step	9/1/13	9/1/19	Step	9/1/13	9/1/19
01	50,694	51,708	01	52,949	54,008
02	53,948	55,027	02	56,864	58,001
03	58,868	60,046	03	62,119	63,361
04	62,287	63,532	04	65,622	66,934
05	65,457	66,766	05	68,790	70,165
06	68,206	69,570	06	71,544	72,974
07	71,129	72,551	07	74,461	75,950
08	74,434	75,923	08	77,775	79,331
09	77,892	79,450	09	81,240	82,865
10	81,513	83,144	10	84,856	86,554
11	85,302	87,008	11	88,636	90,409

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Family Service Field Representative			Parent Involvement Coordinator - 12 Month		
Step	9/1/13	9/1/19	Step	9/1/13	9/1/19
01	22,596	23,048	01	33,420	34,089
02	23,598	24,070	02	35,222	35,926
03	28,435	29,003	03	36,924	37,662
04	30,101	30,703	04	39,422	40,210
05	31,766	32,401	05	41,923	42,762
06	42,274	43,120	06	51,731	52,765

Health Coordinator, Pre-Kindergarten Head Start - Hired Prior to September 1, 2003

Master's			Master's + 30		
Step	9/1/13	9/1/19	Step	9/1/13	9/1/19
01	50,694	51,708	01	53,948	55,027
02	55,117	56,219	02	58,869	60,046
03	58,451	59,620	03	62,287	63,533
04	61,452	62,681	04	65,456	66,766
05	64,288	65,574	05	68,205	69,570
06	67,037	68,378	06	71,128	72,551
07	78,377	79,944	07	85,302	87,008

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**Health Coordinator, Pre-Kindergarten Head Start -
Hired On or After September 1, 2003**

Master's			Master's + 30		
Step	9/1/13	9/1/19	Step	9/1/13	9/1/19
01	50,694	51,708	01	53,948	55,027
02	55,117	56,219	02	58,868	60,046
03	58,451	59,620	03	62,287	63,532
04	61,451	62,680	04	65,457	66,766
05	64,288	65,574	05	68,206	69,570
06	67,038	68,378	06	71,129	72,551
07	69,709	71,103	07	74,434	75,923
08	72,487	73,937	08	77,892	79,450
09	75,374	76,882	09	81,513	83,144
10	78,377	79,944	10	85,302	87,008

**Social Services Field Representative
PKHS**

Teacher Assistant, PKHS			Social Services Field Representative PKHS		
Step	9/1/13	9/1/19	Step	9/1/13	9/1/19
01	18,178	18,542	01	22,596	23,048
02	19,096	19,477	02	23,598	24,070
03	20,011	20,412	03	28,435	29,003
04	21,179	21,602	04	30,101	30,703
05	22,432	22,881	05	31,766	32,401
06	29,520	30,110	06	42,274	43,120

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Food Service Managers

Food Service Manager I			Food Service Manager II		
Step	9/1/13	9/1/19	Step	9/1/13	9/1/19
01	26,766	27,302	01	31,101	31,723
02	28,100	28,662	02	32,769	33,425
03	29,434	30,022	03	34,437	35,126
04	31,352	31,979	04	37,023	37,763
05	33,102	33,764	05	39,355	40,142
06	41,190	42,014	06	48,111	49,073

Food Service Managers

Food Service Manager III			Food Service Manager IV		
Step	9/1/13	9/1/19	Step	9/1/13	9/1/19
01	35,770	36,486	01	41,438	42,267
02	37,855	38,613	02	43,522	44,393
03	39,855	40,652	03	45,521	46,431
04	42,774	43,630	04	48,442	49,411
05	45,524	46,435	05	51,193	52,217
06	54,782	55,878	06	60,448	61,657

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Professional/Technical

Pay Grade 17			Pay Grade 20		
Step	9/1/13	9/1/19	Step	9/1/13	9/1/19
01	26,602	27,134	01	29,350	29,937
02	27,848	28,405	02	30,852	31,469
03	33,768	34,443	03	37,440	38,189
04	35,936	36,655	04	40,023	40,823
05	38,022	38,782	05	42,441	43,290
06	47,445	48,394	06	52,362	53,410

Pay Grade 22			Pay Grade 23		
Step	9/1/13	9/1/19	Step	9/1/13	9/1/19
01	32,018	32,658	01	33,438	34,107
02	33,687	34,361	02	35,104	35,806
03	40,942	41,761	03	42,774	43,630
04	43,774	44,650	04	45,776	46,691
05	46,360	47,287	05	48,528	49,499
06	56,616	57,748	06	59,033	60,214

Pay Grade 24			Pay Grade 25		
Step	9/1/13	9/1/19	Step	9/1/13	9/1/19
01	39,522	40,312	01	41,274	42,100
02	41,606	42,438	02	43,527	44,397
03	43,774	44,650	03	45,694	46,607
04	46,944	47,883	04	48,945	49,924
05	49,780	50,776	05	51,866	52,903
06	60,369	61,576	06	62,788	64,044

Pay Grade 26			Pay Grade 27		
Step	9/1/13	9/1/19	Step	9/1/13	9/1/19
01	43,111	43,973	01	45,026	45,927
02	45,524	46,435	02	47,445	48,394
03	47,778	48,734	03	49,945	50,944
04	51,279	52,305	04	53,447	54,516
05	54,365	55,452	05	56,864	58,001
06	65,373	66,680	06	68,124	69,486

Professional/Technical

Pay Grade 28			Pay Grade 29		
Step	9/1/13	9/1/19	Step	9/1/13	9/1/19
01	46,861	47,798	01	48,695	49,669
02	49,527	50,518	02	51,448	52,477
03	52,032	53,073	03	54,116	55,198
04	55,783	56,899	04	58,034	59,195
05	59,281	60,467	05	61,702	62,936
06	70,789	72,204	06	73,458	74,927

Pay Grade 30			Pay Grade 31		
Step	9/1/13	9/1/19	Step	9/1/13	9/1/19
01	49,945	50,944	01	51,947	52,985
02	52,697	53,750	02	54,864	55,961
03	55,449	56,558	03	57,785	58,941
04	59,368	60,556	04	61,953	63,192
05	63,122	64,384	05	65,870	67,188
06	74,959	76,459	06	77,961	79,520

Pay Grade 32			Pay Grade 34		
Step	9/1/13	9/1/19	Step	9/1/13	9/1/19
01	54,198	55,282	01	58,617	59,789
02	57,282	58,428	02	61,868	63,105
03	60,203	61,407	03	65,121	66,424
04	64,622	65,915	04	69,874	71,271
05	68,709	70,083	05	74,293	75,779
06	80,963	82,582	06	87,134	88,877

Pay Grade 35		
Step	9/1/13	9/1/19
01	60,868	62,085
02	64,288	65,574
03	67,621	68,974
04	72,541	73,992
05	77,128	78,670
06	90,218	92,022

Pay Grade 68			Pay Grade 69		
Step	9/1/13	9/1/19	Step	9/1/13	9/1/19
01	54,534	55,625	01	59,281	60,467
02	57,367	58,514	02	62,368	63,615
03	63,122	64,384	03	68,709	70,083
04	74,959	76,459	04	80,963	82,582

Professional/Technical					
Pay Grade 160			Pay Grade 172		
Step	9/1/13	9/1/19	Step	9/1/13	9/1/19
01	48,193	49,157	01	13,849	14,126
Pay Grade 179					
Step	9/1/13	9/1/19			
01	43,273	44,139			
02	44,911	45,810			
03	46,543	47,474			
04	48,178	49,142			
05	49,811	50,807			
06	51,449	52,478			
Pay Grade 189			Pay Grade 192		
Step	9/1/13	9/1/19	Step	9/1/13	9/1/19
01	40,275	41,081	01	96,222	98,146
Pay Grade 950			Pay Grade 951		
Step	9/1/13	9/1/19	Step	9/1/13	9/1/19
01	45,026	45,927	01	52,448	53,497
02	55,117	56,219	02	62,287	63,532
Pay Grade 952			Pay Grade 953		
Step	9/1/13	9/1/19	Step	9/1/13	9/1/19
01	57,450	58,599	01	52,448	53,497
02	67,371	68,719	02	62,287	63,532
Pay Grade 954					
Step	9/1/13	9/1/19			
01	56,285	57,411			
02	65,373	66,680			
Pay Grade 1015			Pay Grade 1017		
Step	9/1/13	9/1/19	Step	9/1/13	9/1/19
01	27,518	28,068	01	29,434	30,022
02	28,681	29,255	02	30,936	31,555
03	29,851	30,448	03	32,436	33,085
04	31,852	32,489	04	34,772	35,467
05	33,519	34,190	05	36,771	37,506
06	42,524	43,375	06	46,194	47,118

Professional/Technical					
Pay Grade 1018			Pay Grade 1019		
Step	9/1/13	9/1/19	Step	9/1/13	9/1/19
01	29,935	30,534	01	34,772	35,467
02	31,766	32,401			
03	33,519	34,190			
04	36,022	36,742			
05	38,441	39,210			
06	48,277	49,242			
Pay Grade 1021			Pay Grade 1022		
Step	9/1/13	9/1/19	Step	9/1/13	9/1/19
01	34,352	35,039	01	36,022	36,742
02	36,274	36,999	02	38,022	38,782
03	38,022	38,782	03	40,023	40,823
04	40,776	41,592	04	42,944	43,803
05	43,192	44,056	05	45,610	46,522
06	53,281	54,346	06	55,949	57,068
Pay Grade 1023			Pay Grade 1025		
Step	9/1/13	9/1/19	Step	9/1/13	9/1/19
01	37,773	38,528	01	37,440	38,189
02	39,855	40,652	02	39,608	40,400
03	41,942	42,781	03	41,606	42,438
04	45,026	45,927	04	44,609	45,501
05	47,778	48,734	05	47,445	48,394
06	58,451	59,620	06	56,700	57,834
Pay Grade 1512			Pay Grade 1524		
Step	9/1/13	9/1/19	Step	9/1/13	9/1/19
01	23,099	23,561	01	37,773	38,528
02	23,902	24,380	02	39,690	40,484
03	24,877	25,374	03	41,606	42,438
04	26,602	27,134	04	44,527	45,417
05	28,015	28,576	05	47,109	48,051
06	35,436	36,145	06	56,366	57,493
Pay Grade 1525			Pay Grade 1624		
Step	9/1/13	9/1/19	Step	9/1/13	9/1/19
01	39,275	40,061	01	32,937	33,596
02	41,358	42,185	02	34,772	35,467
03	43,527	44,397	03	36,519	37,250
04	46,612	47,544	04	39,106	39,888
05	49,447	50,436	05	41,440	42,269
06	58,951	60,131	06	50,361	51,368

Professional/Technical

Pay Grade 1626			Pay Grade 1627		
Step	9/1/13	9/1/19	Step	9/1/13	9/1/19
01	35,770	36,486	01	37,522	38,273
02	37,855	38,613	02	39,521	40,312
03	39,855	40,652	03	41,606	42,438
04	42,774	43,630	04	44,526	45,417
05	45,524	46,435	05	47,360	48,307
06	54,782	55,878	06	56,782	57,918

Pay Grade 1628			Pay Grade 3645		
Step	9/1/13	9/1/19	Step	9/1/13	9/1/19
01	39,106	39,888	01	67,457	68,806
02	41,274	42,100	02	70,374	71,781
03	43,358	44,226	03	73,291	74,757
04	46,527	47,457	04	76,292	77,818
05	49,447	50,436	05	79,213	80,797
06	58,951	60,131	06	81,544	83,175
			07	84,047	85,728

Pay Grade 3648			Pay Grade 3659		
Step	9/1/13	9/1/19	Step	9/1/13	9/1/19
01	71,874	73,311	01	88,051	89,812
02	74,795	76,291	02	91,055	92,876
03	77,715	79,269	03	93,970	95,849
04	80,713	82,328	04	96,889	98,827
05	83,632	85,304	05	99,892	101,889
06	86,135	87,858	06	102,892	104,949
07	88,718	90,493	07	105,978	108,098

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Supportive Services Assistant, Parent Assistant, Health Room Technician

Step	9/1/13	9/1/19
01	13.44	14.26

* * * * *

Per Diem Teachers

Certified			Non-Certified		
Step	9/1/13	9/1/19	Step	9/1/13	9/1/19
01	160.10	169.8	01	126.76	134.48

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