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*Plaintiff*

Americans for Fair Treatment, Inc.

100 North Broadway Ave., Ste. 1500

Oklahoma City, Oklahoma 73102

**IN THE COURT OF COMMON PLEAS OF  
PHILADELPHIA COUNTY, PENNSYLVANIA**

***AMERICANS for FAIR TREATMENT, Inc.***  
**100 North Broadway Avenue, Suite 1500**  
**Oklahoma City, Oklahoma 73102**

**Plaintiff,**

**v.**

***PHILADELPHIA FEDERATION OF  
TEACHERS, LOCAL 3, AFL-CIO***  
**1816 Chestnut Street**  
**Philadelphia, Pennsylvania 19103,**  
**execoffice@pft.org**

**and**

***THE SCHOOL DISTRICT OF  
PHILADELPHIA***  
**440 North Broad Street**  
**Philadelphia, Pennsylvania 19130,**  
**ask@philasd.org**

**February Term, 2015**

**No: 02928**

<p>and</p> <p><b><i>SCHOOL REFORM COMMISSION</i></b> 440 North Broad Street, Suite 101 Philadelphia, Pennsylvania 19130 ask@philasd.org</p> <p>Defendants.</p>	
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**NOTICE TO DEFEND**

**You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.**

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.**

**IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.**

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## **AMENDED COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF**

Plaintiff, nonprofit organization Americans for Fair Treatment, Inc. (“Plaintiff”), by and through counsel, respectfully requests this Court to declare invalid Article III, section B of the collective bargaining agreement (“CBA”) between the Pennsylvania Federation of Teachers (“PFT”) and the School District of Philadelphia (“District”). This provision allows PFT to take District employees from their public employment and give them full-time positions within PFT—yet continue to provide the employees with incidences of public employment. In the alternative, and to the extent that it authorizes union work on school time, Plaintiff requests that this Court declare invalid section 8102 of the Public School Employees’ Retirement Code, 24 Pa.C.S. §§ 8101-8536, as unconstitutional under Article VIII, Section 8 of the Pennsylvania Constitution. Plaintiff also requests injunctive relief to prevent PFT and the District from maintaining the union work on school time arrangement. Plaintiff brings this lawsuit pursuant to the Pennsylvania Declaratory Judgments Act, 42 Pa.C.S. §§ 7531-7541, and files this amendment pursuant to Pennsylvania Rule of Civil Procedure 1028(c)(1).

In support thereof, Plaintiff alleges the following:

### **PARTIES**

1. Plaintiff Americans for Fair Treatment, Inc. is an Oklahoma Not-for-Profit Corporation<sup>1</sup> that equips and empowers Americans to receive fair treatment from government unions. Plaintiff was formed for the purpose of defending human and civil rights secured by law, including the right of individuals of equal protection under the law, through litigation, research, public education, and any other lawful means. More specifically, Plaintiff will facilitate and support litigation to enforce and expand human and civil rights of employees

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<sup>1</sup> Americans for Fair Treatment filed its Application for Recognition of Exemption as a 501(c)(3) organization with the Internal Revenue Service on May 22, 2015.

who have suffered public sector union abuse. Plaintiff's membership includes public-sector union members and nonmembers, as well as supporters of public employees. Plaintiff has members throughout the country, and its members support the organization's purpose and mission of eliminating these abuses. Plaintiff is incorporated in the State of Oklahoma with an address of 100 North Broadway Avenue, Suite 1500, Oklahoma City, Oklahoma 73102.

2. Defendant PFT is an unincorporated association and a public employe organization, as defined in the Public School Code of 1949 ("Public School Code"), 24 P.S. § 11-1101-A, and the Public Employe Relations Act ("PERA"), 43 P.S. § 1101.301(3). PFT's principal place of business is located at 1816 Chestnut Street, Philadelphia, Pennsylvania 19103.
3. Defendant District is a school district of the first class, as classified within the Public School Code, 24 P.S. § 2-202, and a public employer, as defined in the Public School Code, 24 P.S. § 11-1101-A, and PERA, 43 P.S. § 1101.301(1). The District's principal place of business is located at 440 North Broad Street, Philadelphia, Pennsylvania 19130.
4. Defendant School Reform Commission ("SRC") is an instrumentality of the District and exercises the powers of the board of school directors pursuant to the Public School Code, 24 P.S. § 6-696(a).<sup>2</sup> The SRC's principal place of business is also located at 440 North Broad Street, Philadelphia, Pennsylvania, 19130.

## **STANDING**

5. The CBA provision permitting union work on school time represents harm to Philadelphia students, teachers, residents, and taxpayers.

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<sup>2</sup> Because the SRC is an instrumentality of the District, the two are referenced herein as simply, the "District."

6. Plaintiff has standing to bring a cause of action because “at least one of its members has [suffered] or will suffer a direct, immediate or substantial injury as a consequence of the challenged action.” *Nat’l Solid Wastes Mgmt. Ass’n v. Casey*, 580 A.2d 893 (Pa. Cmwlth. 1990).
7. Specifically, Plaintiff’s membership rolls include Philadelphia teachers with less accrued seniority than many of the teachers who have left the classroom to perform union work on school time. In many instances, teachers performing union work on school time have been out of the classroom for over 15 years, yet they continue to accrue seniority over and beyond that of other teachers. Additionally, union work on school time deprives Philadelphia teachers of assistance, leadership, and valuable service from those teachers performing union work on school time.
8. Plaintiff’s membership rolls also include Philadelphia taxpayers whose taxes fund Philadelphia schools and whose dollars are placed at risk by the practice of union work on school time. Given that the District is a party to—and thus may not be inclined to challenge—the CBA, taxpayers also have standing to challenge the CBA provision.

### **LEGAL STANDARD**

9. Under the Pennsylvania Declaratory Judgments Act, “Any person . . . whose rights, status, or other legal relations are affected by statute, municipal ordinance, contract . . . may have determined any question of construction . . . arising under the . . . statute, ordinance, [or] contract . . . and obtain a declaration of rights, status, or other legal relations thereunder.” 42 Pa.C.S. § 7533.

10. The purpose of a declaratory judgment is to “settle and to afford relief from uncertainty and insecurity with respect to rights, status, and other legal relations, and is to be liberally construed and administered.” 42 Pa.C.S. § 7541(a).
11. Permanent injunctions are appropriate when the parties “establish [their] clear right to relief. . . . [T]he part[ies] need not establish either irreparable harm or immediate relief, and a court may issue a final injunction if such relief is necessary to prevent a legal wrong for which there is no adequate redress at law.” *Pestco, Inc. v. Associated Prods., Inc.*, 880 A.2d 700, 710 (Pa. Super. 2005) (citation omitted).

## **JURISDICTION AND VENUE**

12. This Court has subject matter jurisdiction over this action pursuant to the provisions of the Pennsylvania Declaratory Judgments Act, 42 Pa.C.S. §§ 7531-7541.
13. Venue is proper before this Court pursuant to Pennsylvania Rules of Civil Procedure 1006(a)(1), 2103, and 2156.

## **FACTUAL BASIS**

### *Background*

14. On January 19, 2010, PFT and the District agreed to the CBA that was intended to govern their relationship from September 1, 2009 to August 31, 2012. PFT was recognized “as the sole and exclusive bargaining representative” for specified bargaining units to the District. A true and correct copy of the CBA between PFT and the District is attached hereto as Exhibit “A,” and incorporated herein by reference.
15. In 2011, PFT and the District reached a tentative agreement to extend the CBA for one additional year, to August 31, 2013.

16. Although the CBA expired on August 31, 2013, the terms constitute the existing terms and conditions of employment. *See Philadelphia Fed'n of Teachers v. Sch. Dist. of Philadelphia*, 109 A.3d 298, 309 (Pa. Cmwlth. 2015) (“Both this Court and our Supreme Court have recognized a duty in the parties to maintain the *status quo* when a CBA expires and no successor agreement is in place.”).
17. On October 6, 2014, the District’s governing body, the School Reform Commission (“SRC”), “cancelled” the CBA between PFT and the District. However, on October 27, 2014, the cancellation was enjoined. A true and correct copy of the injunction order is attached hereto as Exhibit “B” and incorporated by reference. A related case involving the SRC’s authority to cancel the CBA is on appeal to the Pennsylvania Supreme Court. *Philadelphia Fed’n of Teachers v. Sch. Dist. of Philadelphia*, No. 95 EAL 2015 (Pa. 2015).
18. On October 22, 2014, there were 217 teacher vacancies across the District, and the District has been scrambling to fill those positions.<sup>3</sup>
19. In addition to other seniority preferences, the CBA mandates a “LIFO” policy under which longer-tenured employees are—regardless of their performance and in spite of their higher costs—protected against layoffs and have rights to be transferred or recalled before other employees.

#### *Union Work on School Time*

20. Under the CBA, the District gave PFT the right to elect or appoint up to **63<sup>4</sup> District employees** to “full time positions with [PFT] or any organization with which it is affiliated.” (Exhibit A).

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<sup>3</sup> Shannon Nolan, “Many more teacher vacancies to fill than in previous years, says District,” THE PHILADELPHIA PUBLIC SCHOOL NOTEBOOK, Feb. 2, 2015, *available at* <http://thenotebook.org/blog/158190/many-more-teacher-vacancies-than-previous-years>.

<sup>4</sup> Article XIII, Section B of the CBA allows for a further 10 District employees—above and beyond the 63 granted leave in Article III—to work full-time for the PFT, specifically for the Health and Welfare Fund. (Exhibit A)

21. The CBA characterizes this arrangement as “leaves of absence to hold full-time staff positions with the [PFT].” (Exhibit A).
22. Under this provision, teachers and other employees are granted leaves of absence from their duties at the District for the purpose of working full-time for PFT.
23. Teachers and other District employees granted leaves of absence also work for, in addition to PFT, PFT’s Health and Welfare Fund, the American Federation of Teachers, and PFT’s Legal Fund.<sup>5</sup>
24. District employees working for PFT or these affiliated organizations still receive incidences of District employment, such as salary, benefits, and insurance coverage from the District, as well as accrual of pension credit and seniority. (Exhibit A).
25. PFT is not contractually obligated to reimburse the District for the cost of salary, benefits, insurance coverage, seniority, or pension. (Exhibit A).
26. Pursuant to this CBA provision, at least 19 District employees hold full-time positions with PFT, and at least 10 District employees have remained out of the classroom since 2005. A true and correct copy of the District’s response to a Right-to-Know request seeking information on information related to union work on school time is attached hereto as Exhibit “C,” and incorporated herein by reference.
27. This arrangement is set forth in Article III (“Union Rights and Responsibilities”), Section B (“Union Representatives – Leaves”) of the CBA between the PFT and the District. Article III, Section B reads, in pertinent part:

B. Union Representatives - Leaves

1. Employees who are elected or appointed to full time positions with [PFT] 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 [PFT] leaves shall be requested in writing by the President of [PFT] only. Employees

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<sup>5</sup> For purposes of efficiency, Plaintiff will refer to the organizations collectively as “PFT.”



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 [PFT] shall inform the [District] of the salary to be paid to each employee on approved leave with [PFT]. The [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.<sup>[6]</sup>

. . . .

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 [PFT] 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) [Non-Teaching Assistants].
- (b) Union leaves for Comprehensive Early Learning Center Employees  
No more than four (4) employees shall be granted such leaves of absence for any school year.
- (c) Union leaves for Food Service Managers  
No more than three (3) employees shall be granted such leaves of absence for any school year.
- (d) Union leaves for Head Start Employees  
No more than three (3) employees shall be granted such leaves of absence for any school year.
- (e) 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 [CBA] are mutually scheduled by the parties during work hours will be released to attend such negotiations with no loss in pay.
- (f) Union leaves for Professional-Technical Employees  
No more than five (5) employees shall be granted such leaves of absence for any school year.

This agreement is found in the CBA, heretofore referred to as Exhibit A.

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<sup>6</sup> Employees represented by PFT make no contributions to their health insurance plans. See Kristen Graham and Martha Woodall, "SRC cancels teachers' contracts," PHILADELPHIA INQUIRER, October 6, 2014, available at [http://www.philly.com/philly/blogs/school\\_files/SRC-cancels-teachers-contract.html](http://www.philly.com/philly/blogs/school_files/SRC-cancels-teachers-contract.html).

## ARGUMENT

28. This Court should determine that the union work on school time provision is void: (1) because the parties lacked capacity; (2) because the District bargained away control of its public employees; and (3) as against public policy. The provision is also void because it: (4) violates the Pennsylvania Constitution; and (5) violates the District's duty under the public trust doctrine. Alternatively, this Court should determine that (6) section 8102 of the Public School Employees' Retirement Code is, to the extent that it authorizes union work on school time, unconstitutional. Finally, this Court should issue a permanent injunction against enforcement of this CBA provision.

### COUNT I: UNION WORK ON SCHOOL TIME IS VOID BECAUSE THE PARTIES LACKED CAPACITY

29. Paragraphs 1—28 are realleged and incorporated by reference as if set forth fully herein.

30. “The law of this Commonwealth makes clear that a contract is created where there is mutual assent to the terms of a contract **by the parties with the capacity to contract.**” *Shovel Transfer and Storage, Inc. v. Pennsylvania Liquor Control Bd.*, 739 A.2d 133, 136 (Pa. 1999) (emphasis added).

31. The Public School Code describes “collective bargaining” as conference or negotiation between the “employer” and “employee” representative “with respect to wages, hours and other terms and conditions of employment.” 24 P.S. § 11-1111-A. Likewise, PERA describes “collective bargaining” as a conference or negotiation between a “public employer” and a “public employee” representative “with respect to wages, hours and other terms and conditions of employment.” 43 P.S. § 1101.701.<sup>7</sup>

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<sup>7</sup> The Court “must presume, *inter alia*, that the General Assembly intended to favor the public interest as against any private interest and did not intend an unreasonable result.” *Vitac Corp. v. Workers' Comp. Appeal Bd. (Rozanc)*, 854 A.2d 481, 485 (Pa. 2004) (citing 1 Pa.C.S. § 1922).

32. The District and PFT had no authority to enter into a collective bargaining agreement with respect to individuals who are not public employees, not engaged in public employment, or not employed by a public employer.
33. In *Kirsch v. Public School Employees' Retirement Board*, the Commonwealth Court of Pennsylvania determined that, for purposes of the Public School Employees' Retirement Code, a District employee performing union work on school time is "employed by the unions. . . . not employed as a 'person engaged in work relating to a public school.'" 929 A.2d 663, 670 (Pa. Cmwlth. 2007).<sup>8</sup>
34. Likewise, in *Pinto v. State Civil Service Commission*, the Pennsylvania Supreme Court determined that, for purposes of the Civil Service Act, a District employee performing union work on school time was not engaged in public employment. 912 A.2d 787, 796 (Pa. 2006) ("The Commission does not, and indeed cannot, maintain that the full-time employment Appellant took with the [union] is other than a "non[-]civil service position.").
35. The PFT is not a "public employer" or an "employer" for purposes of the Public School Code or PERA, respectively. *See* 24 P.S. § 11-1101-A; 43 P.S. § 1101.301(1).<sup>9</sup>
36. The employees placed on "leaves of absence" from public employment are not "public employes" or "employees" for purposes of the Public School Code or PERA, respectively. *See* 24 P.S. § 11-1101-A; 43 P.S. § 1101.301(2).<sup>10</sup>

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<sup>8</sup> The Pennsylvania Supreme Court, affirming on other grounds, declined the opportunity to overrule this determination. *See Kirsch v. Pub. Sch. Employees' Ret. Bd.*, 985 A.2d 671, 678 n.4 (Pa. 2009).

<sup>9</sup> "The relation of employer and employe exists when a party has the right to select the employe, the power to discharge him, and the right to direct both the work to be done and the manner in which such work shall be done." *Sweet v. Pennsylvania Labor Relations Bd., Washington Cnty.*, 322 A.2d 362, 365 (Pa. 1974).

<sup>10</sup> "[W]here one may be in the general employ of another, yet he may, with respect to particular work, be transferred to the service of a third person, in such a way that he becomes, for the time being, the [employee] of that person with all the legal consequences of that relation." *Robson v. Martin*, 140 A. 339, 341 (Pa. 1928).

37. District employees performing union work on school time cease to be engaged in public “employment” for purposes of the Public School Code or PERA.<sup>11</sup>
38. PFT and the District have no authority to bargain for terms of union work on school time and no authority to provide union workers on school time with incidences of public employment, including seniority over District employees working within the schools.
39. Accordingly, this Court should declare void—and enjoin the provision of—union work on school time.

**COUNT II: UNION WORK ON SCHOOL TIME IS VOID BECAUSE THE DISTRICT BARGAINED AWAY ITS CONTROL OVER OTHERWISE-PUBLIC EMPLOYEES**

40. Paragraphs 1—39 are realleged and incorporated by reference as if set forth fully herein.
41. “[I]t should be recognized that a governmental agency does not have the freedom of a private enterprise to relinquish powers inherently essential to the proper discharge of its function.” *Com., Pennsylvania Liquor Control Bd. v. Indep. State Stores Union*, 553 A.2d 948, 954 (Pa. 1989); *see Cnty. of Centre v. Musser*, 548 A.2d 1194, 1201 (Pa. 1988) (holding that, since a prison is not a “private enterprise,” but rather a “government institution,” the prison must retain appropriate powers to ensure it achieves the “governance and maintenance” with which it is statutorily charged).
42. Based upon the provisions in the CBA, the District is powerless in this arrangement. It cannot reject PFT’s elections or appointments and is forced to provide PFT’s elections or appointments with incidences of employment, including seniority over teachers in the classroom.

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<sup>11</sup> Despite an employee’s traditional employment arrangement, if he or she is “subject to the direction, control and supervision” of another organization or authority, “he or she may have the status of an employee” of the supervising entity, rather than the traditional employer. *Rodgers v. Washington Cnty. Inst. Dist.*, 37 A.2d 610, 611 (Pa. 1944). “The determination of the employment status is a matter of fact in each case and must be determined by the peculiar circumstances of the individual situation.” *Id.*

43. The District cannot offer any employees of its own as substitutes to perform union work on school time.
44. The District does not set the salaries for union workers on school time.
45. The District has no policies regarding how these employees' time may be used.
46. The District does not track these employees' new job titles, job descriptions, or hours worked.
47. Neither does the District have authority to monitor or audit how PFT is using these employees' time.
48. Conversely, the PFT enjoys widespread authority and unfettered deference. The PFT President is authorized to handpick the District employees who will become union workers on school time.
49. The PFT President informs the District what salary these individuals should receive.
50. Once working full-time for PFT, the union controls the nature of these individuals' employment.
51. PFT has no obligation under the terms of the CBA to account for these employees' time, responsibilities, or performance.
52. PFT has no obligation under the terms of the CBA to reimburse the District for these individuals' salary, insurance, pension, and other benefits.
53. Accordingly, this Court should declare void—and enjoin the provision of—union work on school time.

### **COUNT III: SCHOOL-PAID UNION WORK IS VOID AS AGAINST PUBLIC POLICY**

54. Paragraphs 1—53 are realleged and incorporated by reference as if set forth fully herein.
55. The District's provision of full-time labor to PFT is also void as against public policy.

56. A contractual provision may not be enforced if “to do so would be contrary to a clearly expressed public policy.” *Williams v. GEICO Gov’t Employees Ins. Co.*, 32 A.3d 1195, 1200 (Pa. 2011).
57. “The fundamental public policy, expressed in the Constitution and underlying school laws, is to obtain a better education for the children of the Commonwealth.” *Walker’s Appeal*, 2 A.2d 770, 772 (Pa. 1938).
58. “The purpose of the School Code is to establish a thorough and efficient system of public education, to which every child has a right.” *Philadelphia Fed’n of Teachers, Local No. 3, Plaintiff, AFL-CIO v. Bd. of Ed. of Sch. Dist. of Philadelphia*, 414 A.2d 424, 426 (Pa. Cmwlth. 1980).
59. “It was the intention of the legislature to subordinate **all other considerations** to this policy.” *Walker v. Scranton School District*, 12 A.2d 46 (Pa. 1940) (emphasis added); see *Johnson v. United Sch. Dist. Joint Sch. Bd.*, 191 A.2d 897, 900 (Pa. Super. 1963) (noting that public policy concerns are paramount to teacher employment considerations within school district).
60. The union work on school time provision is contrary to the public policy of “obtain[ing] a better education for the children of the Commonwealth,” *Walker’s Appeal*, 2 A.2d at 772, and providing a “thorough and efficient system of public education,” *Philadelphia Fed’n of Teachers, Local No. 3, Plaintiff, AFL-CIO v. Bd. of Ed. of Sch. Dist. of Philadelphia*, 414 A.2d at 426.
61. Union work on school time takes teachers out of the classroom, decreases the number of teachers interacting with students, and obligates the District and/or the Commonwealth to spend funds on activities not advancing these public policy concerns.

62. Allowing employees performing union work on school time to accrue seniority, potentially keeping their positions over less senior employees, who have spent that time honing their skills, is contrary to public policy.
63. Allowing an employee who has been performing union work on school time for extended periods of time to re-enter the teaching ranks once his or her work for PFT concludes, is contrary to public policy.
64. Accordingly, as this Court is empowered to decide what is and is not in accord with public policy, it should declare void—and enjoin the provision of—union work on school time.

#### **COUNT IV: UNION WORK ON SCHOOL TIME IS VOID UNDER THE PENNSYLVANIA CONSTITUTION**

65. Paragraphs 1—64 are realleged and incorporated by reference as if set forth fully herein.
66. Article VIII, Section 8 of the Pennsylvania Constitution (“Gift Clause”) reads:

The credit of the Commonwealth shall not be pledged or loaned to any individual, company, corporation or association nor shall the Commonwealth become a joint owner or stockholder in any company, corporation or association.
67. A public purpose is necessary before a Commonwealth’s credit can be “pledged or loaned”:

“The phrase ‘pledge or loan of credit’ . . . was clearly not intended to prohibit [certain forms] of financial transactions between the Commonwealth and private citizens or corporations **that serve a public purpose** and are otherwise lawful.

*Tosto v. Pennsylvania Nursing Home Loan Agency*, 331 A.2d 198, 205 (1975) (emphasis added).
68. In addition to the requirement that the payment by the Commonwealth to a private entity achieve a “public purpose,” the “means chosen by the Legislature [(to achieve said

“public purpose”)] must be ‘reasonably designed’ to achieve permissible ends.” *Tosto*, 331 A.2d at 201-02.

69. Thus, a violation of the Gift Clause exists when Commonwealth pledges credit to a private entity and the public purpose proffered by the legislature (or entity) is not “reasonably designed” to achieve the desired ends.
70. The provision allowing for union work on school time constitutes a financial transfer from the District and the Commonwealth to PFT, an unincorporated association.
71. The provision allowing for union work on school time provides a private benefit to PFT.
72. The provision allowing for union work on school time does not serve a public purpose.
73. Even if the provision of union work on school time was to serve a public purpose, the arrangement between PFT and the District is not reasonably designed to achieve those ends.
74. Accordingly, this Court should declare void and enjoin the provision allowing for union work on school time.

**COUNT V: UNION WORK ON SCHOOL TIME VIOLATES THE DISTRICT’S DUTY UNDER THE PUBLIC TRUST DOCTRINE**

75. Paragraphs 1—74 are realleged and incorporated by reference as if set forth fully herein.
76. In Pennsylvania, the public trust doctrine stems from the state constitution, statutory provisions, and common law.
77. Although the public trust doctrine is typically thought to govern the government’s administration of natural resources,

[i]t is clear that the judicial techniques developed in public trust cases need not be limited either to these few conventional interests or to questions of disposition of public properties. Public trust problems are found whenever governmental regulation comes into



question, and **they occur in a wide range of situations in which diffuse public interests need protection against tightly organized groups with clear and immediate goals.**

Joseph L. Sax, *The Public Trust Doctrine in Natural Resource Law: Effective Judicial Intervention*, 68 MICH. L.REV. 471, 556 (1969), available at <http://scholarship.law.berkeley.edu/cgi/viewcontent.cgi?article=2359&context=facpubs> (emphasis added).

78. The government has wide latitude to manage public resources, but it may not deploy those resources in a manner that impairs public use.
79. Indeed, Pennsylvania courts have a long history of reinforcing public trust principles. As the Pennsylvania Supreme Court noted long ago:

Taxation is a mode of raising revenue for public purposes. When it is prostituted to objects in no way connected with the public interests or welfare, it ceases to be taxation, and becomes plunder. **Transferring money from the owners of it, into the possession of those who have no title to it, though it be done under the name and form of a tax, is unconstitutional for all the reasons which forbid the legislature to usurp any other power not granted to them.**

*Sharpless v. Mayor of Philadelphia*, 21 Pa. 147, 169 (Pa. 1853) (emphasis added).

80. Public trust principles also undergird the Commonwealth's Public Official and Employee Ethics Act, where "[t]he Legislature hereby declares that public office is a public trust and that any effort to realize personal financial gain through public office other than compensation provided by law is a violation of that trust." 65 Pa.C.S.A. § 1101.1(a).
81. Union work on school time represents a misuse of resources for private gain, in violation of the District's duty under the public trust doctrine.
82. The District provides state and local funds to PFT for the purpose of providing compensation, including benefits and seniority and pension credit, to employees not performing public work.

83. Accordingly, this Court should declare void and enjoin the provision allowing for union work on school time.

**ALTERNATIVE COUNT I: TO THE EXTENT THAT THE PUBLIC SCHOOL EMPLOYEES' RETIREMENT CODE AUTHORIZES UNION WORK ON SCHOOL TIME, THE STATUTE IS UNCONSTITUTIONAL**

84. Paragraphs 1—83 are realleged and incorporated by reference as if set forth fully herein.

85. The Gift Clause to the Pennsylvania Constitution reads:

The credit of the Commonwealth shall not be pledged or loaned to any individual, company, corporation or association nor shall the Commonwealth become a joint owner or stockholder in any company, corporation or association.

86. A public purpose is necessary before a Commonwealth's credit can be "pledged or loaned":

"The phrase 'pledge or loan of credit' . . . was clearly not intended to prohibit [certain forms] of financial transactions between the Commonwealth and private citizens or corporations **that serve a public purpose** and are otherwise lawful.

*Tosto*, 331 A.2d at 205 (emphasis added).

87. In addition to the requirement that the payment by the Commonwealth to a private entity achieve a "public purpose," the "means chosen by the Legislature [(to achieve said "public purpose")] **must be 'reasonably designed' to achieve permissible ends.**" *Id.* at 201-02 (emphasis added).

88. Thus, a violation of the Gift Clause exists when Commonwealth pledges credit to a private entity and the public purpose proffered by the legislature (or entity) is not "reasonably designed" to achieve the desired ends.

89. The Public School Employees' Retirement Code allows a covered school employee to continue to accrue pension credit while on "[a]pproved leaves of absence." 24 Pa.C.S. § 8302(b). The term "[a]pproved leave of absence" includes "service with a collective bargaining organization." 24 Pa.C.S. § 8102.

90. The term “[l]eave for service with a collective bargaining organization” is defined so as to allow a covered school employee to maintain “approved” status under certain conditions. *See* 24 Pa.C.S. § 8102.
91. The Public School Employees’ Retirement Code does not authorize employe organizations and school districts to bargain for union work on school time for purposes of PERA or the Public School Code.
92. Even if the Public School Employees’ Retirement Code did authorize employe organizations and school districts to bargain for union work on school time, it does not authorize PFT or the District to engage in provision of union work on school time to the extent allowed in the CBA.
93. To the extent that section 8102 of the Public School Employees’ Retirement Code authorizes union work on school time, the statute violates the Gift Clause because union work on school time constitutes a financial transfer from the District and the Commonwealth to PFT, an unincorporated association.
94. The statute allowing for union work on school time provides a private benefit to PFT.
95. The statute allowing for union work on school time does not serve a public purpose.
96. Even if the provision of union work on school time was to serve a public purpose, the arrangement between PFT and the District is not reasonably designed to achieve those ends.
97. Accordingly, this Court should, to the extent that section 8102 of the Public School Employees’ Retirement Code authorizes union work on school time, declare the statute unconstitutional.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff prays that this Court grant the declaratory and injunctive relief requested herein, specifically that this Court render a judgment in its favor and against Defendants:

- A. Declaring that the provision of union work on school time is invalid or, in the alternative, declaring section 8102 of the Public School Employees' Retirement Code unconstitutional to the extent that it allows for provision of union work on school time;
- B. Permanently enjoining its further effect; and
- C. Granting any other declaratory or injunctive relief this Court deems appropriate.

**RESPECTFULLY SUBMITTED this 22nd day of May, 2015.**

/s/ Nathan R. Bohlander  
**Nathan R. Bohlander**  
PA Attorney ID#: 312509  
**David R. Osborne**  
PA Attorney ID#: 318024  
The Fairness Center  
1060 First Avenue, Suite 420  
King of Prussia, PA 19406  
570.574.9289  
610.265.2255 (facsimile)  
nate@fairnesscenter.org  
david@fairnesscenter.org

**VERIFICATION**

I, Kristina Rasmussen, Vice Chair of Americans for Fair Treatment, Inc., being subject to penalties of 18 Pa. C.S. § 4904, relating to unsworn falsification to authorities, hereby state that I am authorized by Americans for Fair Treatment, Inc. to affirmatively state that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief.

Date: 5/22/15

By: 

# EXHIBIT A



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

**September 1, 2009 to August 31, 2012**

**Case ID: 150202928**





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, 2009  
to  
August 31, 2012

Case ID: 150202928

# ***A message to our members***

Dear Colleagues,

The 2009-2012 collective bargaining agreement is an historic and tremendous accomplishment for PFT members. It was reached under extremely difficult circumstances, and would not have been possible without your solidarity and support.

Because of the steadfast support of PFT members, we were able to negotiate a contract that improves our salaries, maintains our excellent healthcare and benefits and protects the rights and the dignity of PFT members.

Besides addressing our economic concerns, this landmark agreement gives Philadelphia educators ownership of the teaching profession. In new provisions, teachers may become partners in improving academic achievement, raising their own level of professionalism and supporting their colleagues.

The fight for better schools and the respect and dignity for all PFT members does not end with a new contract. The PFT advocates for you and your students daily, representing your interests to the administration, in the state legislature and in Washington, D.C.

There are many challenges in public education today, and we are committed to doing everything we can to support you in the important work you do. Providing competitive salaries, excellent benefits and making certain that employees are treated fairly is our first responsibility to you. We will continue to make our voices heard on educational and workplace issues that affect you, your families and your students.

As always, thank you for your continued support.

In unity,

A handwritten signature in black ink, appearing to read "Jerry T. Jordan". The signature is fluid and cursive, with a large initial "J" and "J".

Jerry T. Jordan  
President

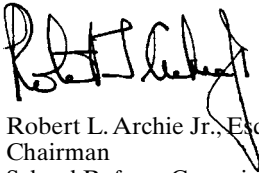
# ***A message from the SRC***

Dear Colleagues,

This new Agreement between the School Reform Commission of the School District of Philadelphia and the Philadelphia Federation of Teachers reflects our shared commitment to building the strong, collaborative relationship needed to implement and sustain real education reforms, innovations, and best practices. Together, we have forged a groundbreaking, historic and bold Agreement that accelerates our movement towards sustainable, high levels of achievement for all our students.

Aligned with the goals of the District's strategic plan, *Imagine 2014*, the Agreement provides critical tools, and the necessary flexibility, for increasing student achievement. It supports our common goals of supporting and nurturing our newest teachers to improve retention, building strong professional learning communities in schools, and targeting resources to schools where our teachers and students have the greatest needs.

With this Agreement, our collective hard work, and our steadfast commitment to putting children first, we are well on our way to accelerating academic achievement for all students.



Robert L. Archie Jr., Esq.  
Chairman  
School Reform Commission



Arlene C. Ackerman, Ed.D.  
Superintendent  
School District of Philadelphia

# Philadelphia Federation of Teachers Staff



**Jerry T. Jordan**  
President



**Arlene Kempin**  
Personnel Officer



**Jack Steinberg**  
Treasurer



**Dee Phillips**  
Assistant to the President



**Linda Harris**  
Assistant to the President



**Crystal Barnett**  
Information Officer



**Jackie Dubin**  
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Staff Representative



**Barbara Gordon**  
Grievance Representative



**Cyndi Bolden**  
Staff Representative



**Vi Curry**  
Staff Representative



**Elizabeth Glass**  
Staff Representative



**Erik Fleming**  
Staff Representative



**Evette Jones**  
Staff Representative



**Joan McGowan**  
Staff Representative



**Freda Sydnor-Joell**  
Staff Representative



**Jacquelyne E. Scott**  
Staff Representative



**Barbara Goodman**  
Communications Director

## PFT Health & Welfare Fund Staff



**Arthur G. Steinberg**  
Lead Coordinator



**Rosalind Jones-Johnson**  
Educational Issues



**Howard Butler**  
Coordinator



**Sean Kelly**  
Coordinator



**Bill Carver**  
Coordinator



**Gerald Weaver**  
Coordinator

## PFT Legal Services Fund



**Maxine Stutman**  
Coordinator

## AFT Pennsylvania Staff



**Ted Kirsch**  
President



**Jay Andrews**  
State Affiliate Political Organizer



**Shelly Snyder**  
Staff Representative



**Pat Halpin-Murphy**  
Government Affairs Director



**Candy Lerner**  
Staff Representative



**Jared Friedman**  
Staff Representative



**Dee Tancredi**  
Staff Representative

# Philadelphia Federation of

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President

**Arlene Kempin**  
General Vice President

**Barbara Gordon**  
Senior & Technical High  
Representative

**Dee Phillips**  
Middle Years Representative

**Vi Curry**  
Elementary Representative

**Freda Sydnor-Joell**  
Secretary

**Erik Fleming**  
Associate Secretary

**Jack Steinberg**  
Treasurer

**Joan M. McGowan**  
Legislative Representative



**Leslye Clemons-Carr**  
Senior High Representative



**Ronald Kaufman**  
Senior High Representative



**Jeffrey E. Price**  
Technical/Skill Center  
Representative



**Leonard White**  
Middle Years  
Representative



**Denise Rogers**  
Middle Years Representative



**Kristen Young**  
Middle Years Representative



**Janice Carr**  
Elementary Representative



**José Claudio**  
Elementary Representative



**Mary Righter**  
Elementary Representative



**Louise Jordan**  
Special Education  
Representative



**Frank Caul**  
Paraprofessional  
Representative



**Sandra M. Beck**  
Secretary Representative

## PFT Health & Welfare Fund Trustees

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**Susan Gilbert**  
School District Representative

**Andrew M. Rosen**  
School District Representative

# Teachers Executive Board



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**Lynnette Lazarus**  
Professional Supportive  
Service Representative



**LaVella Montgomery**  
CELCL Representative



**Bonnee Brees**  
Member at Large



**John Coats**  
Member at Large



**Matthew Mandel**  
Member at Large



**Barbara Morris**  
Member at Large



**Joe Nihill**  
Member at Large



**Emilee Taylor**  
Member at Large



**Janet Ellis**  
Reading Assistant/SSA  
Representative



**Richard Williams**  
Professional/Technical  
Representative



**Annette Barberi**  
Head Start Representative



**Gloria Lancaster**  
Per Diem Substitute  
Representative



**Steven Brinkley**  
Food Service Manager  
Representative



**Wilma Henderson**  
Long-Term Substitute  
Representative

## PFT Legal Services Fund Trustees

**Jack Steinberg**  
Chairperson  
**Kathleen Hanratty**

**Michael Lynn**  
**Donna Matthews**

**Vincent Rutland**  
**Clarise Floyd**

# ***The PFT is there for you***

## **Philadelphia Federation of Teachers**

### **Main Office**

**1816 Chestnut Street**

**Philadelphia, PA 19103**

**Office Hours: 8:00 am to 5:00 pm**

**215/587-6738 Fax: 215/665-1903**

**www.pft.org**

### **PFT Office at 440 N. Broad Street**

#### **Room 175**

**Philadelphia, PA 19130**

**Office Hours: 8:30 am to 4:30 pm**

**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 Comprehensive Early Learning Center Employees  
No more than four (4) employees shall be granted such leaves of absence for any program year.
- (c) Union leaves for Food Service Managers  
No more than three (3) employees shall be granted such leaves of absence for any school year.
- (d) Union leaves for Head Start Employees  
No more than three (3) employees shall be granted such leaves of absence for any school year.
- (e) 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.
- (f) 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 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 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 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 Labor 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.

### *III. Union Rights and Responsibilities*

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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 subcommittees, composed of equal numbers of Federation/District representatives, to deal with issues deemed vital to the success of the educational program.

2. 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, as well as matters relating to the implementation of this Agreement.

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 Region the Regional 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.

**4. Pre-K**

(a) The School District shall permit a designated regular staff member of the Federation or off-duty employee representative of the Federation to visit the centers to investigate working conditions, employee complaints or problems, or for any other purposes relating to the terms and conditions of this Agreement. Where one (1) representative visits the center for such purposes, no advance notice need be given; however, the representative shall notify the administrator, if one is present, immediately upon arrival in the building; if there is no administrator at the center, he/she shall notify the Office of Early Childhood. In cases where two (2) representatives visit a center for any of the aforementioned purposes, the appropriate administrator shall be notified at least one (1) work day in advance of the visit. Such advance notification may be waived with the express consent of the administrator. In the event of emergency circumstances or a prear-

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ranged special event, more than two (2) representatives shall be permitted to visit a center.

(b) In the event that one (1) or two (2) representatives desire to confer with the appropriate administrator or have the appropriate administrator take action with regard to some problem, a request for a conference with the appropriate administrator shall be made in such amount of time, in advance, as is reasonable under the circumstances, and the appropriate administrator shall then be informed of the purpose and the subject matter of the conference. Difficulties in arranging for such conferences with the appropriate administrator to discuss problems are to be resolved by the Office of Early Childhood with the advice of the Office of Labor Relations. If conferences with employees are necessary, they shall be scheduled so as not to interfere with the work program. In the event that the appropriate administrator is absent, the acting administrator shall act on his/her behalf.

(c) Employees shall be entitled to submit written requests for inclusion of subjects on the agenda of meetings and the method of presentation thereof. If the matter will not be included on the next agenda, the director shall, in writing, notify the employees making the request either of the date when the subject will be so included or of the reason for his/her refusal to do so.

### **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

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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 legally 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 Regional 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 Regional 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 Human Resources 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 Executive Director of Human Resources. 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. All appointments to positions in the Division of Libraries shall be impartially made on the basis of examinations appropriate for each such position.

2. 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.

3. 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.

4. A teacher rated satisfactory who retires under the regulations of PSERS and registers to become a per diem substitute shall receive priority for assignment to substitute in the school from which he/she retired if he/she so desires.

5. 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.

6. 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 Human Resources 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 can not 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 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 can not 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 Region of the employee's original school or a contiguous Region 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 D (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, Regional, 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, Regional, 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 Regional 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, Regional, and School District levels, the Federation and the School District shall work together cooperatively to effectively assess the pro-

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, Region 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 Regions

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 Regional 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 Regional 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 and Coaching of New Teachers

(1) The School District and the Federation shall collaborate to establish an Induction Plan that meets the requirements of the Pennsylvania Department of Education's Induction Guidelines.

(2) The following shall apply during the school years 2010-2011 and 2011-2012 provided neither party elects to discontinue the Peer Assistance and Review Program (PAR). In the event either party elects to discontinue PAR, the language in Article X section C(3)(a) shall revert to the language contained in the 2004-2008 Agreement. During the first year of a new teacher's career, the induction program in each school shall require a mentor to give on-going school based support to all new teachers. The mentor shall be responsible for providing support and guidance to new teachers including new long-term substitutes. This mentoring program shall not apply to schools participating in the PAR Program or schools where a new teacher coach is assigned.

(i) Mentoring shall offer on-the-job support that allows new teachers and new long-term substitutes to gain a practical working knowledge of the teaching profession and should include structured peer classroom visits and coaching in classroom management and/or student behavior management.

(ii) The school based mentor shall be responsible for providing the newly hired teacher coaching during the school day for a minimum of one (1) period per week with one (1) additional hour per month outside of the school day. The school based mentor shall have a maximum case load of two (2) newly hired teachers.

(iii) The Federation-District Committee will assess the need for mentors at each school on an annual basis, prior to the start of the new school year. The Federation-District Committee shall oversee the administration of induction programs in schools and Regions to assure compliance with the School District Induction Plan and to assess the adequacy of implementation and/or the need for centralized supports.

(iv) Mentors shall be selected in accordance with criteria jointly formulated by the school Principal and Building Committee, provided however, that in the event of an inability to agree upon the criteria, the Principal's determination shall be final provided it is neither arbitrary nor capricious. The positions shall be advertised and selected no later than June 15th.

(v) While the success of a mentoring program depends greatly on selecting good mentors, the need for high quality and on-going mentor training

and support cannot be overstated. To ensure the mentoring experience is a successful one, the mentor must be prepared for the mentoring role. Mentors should not begin their work with the new teacher prior to participation in mentor training.

(vi) Once mentors have been selected and before the start of their assignments, the District and the Federation shall jointly provide training for all teachers who will serve as mentors and those who are potential mentors. Such training shall be offered before the start of the school year and shall be on-going during the school year. Mentors who have attended all of the hours offered for mentor training will receive a mentor certificate. The mentor certificate will be placed in the teacher's personnel file. Further, mentors across the School District shall participate, as a cohort, in on-going professional development.

(3) 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.

(4) 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

(a) In accordance with the Public School Code, tenured professional employees shall be rated 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 semi-annually for temporary professional employees (TPEs), long-term substitutes, and provisional employees.

(c) Teachers who have been rated unsatisfactory, and who are participating in the Peer Assistance and Review Program, will have their rating period extended until June 30, during the time they are participating in the program.

(d) All ratings of all employees shall be on the basis of satisfactory or unsatisfactory only. Comments by the Principal may be included on a performance appraisal form.



(e) Ratings of teaching performance shall be based upon the observations of a Principal, Assistant Principal, other rating official or recommendation of a Consulting Teacher. For teachers in a professional development year, ratings will also be based upon the teacher's Professional Development Plan (PDP) and the implementation of the PDP.

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

(g) 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.

(h) 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.

## **B. Peer Intervention**

1. The School District and the Federation have agreed to fund peer assistance on a voluntary confidential basis to temporary professional and professional employees. The Federation funding will be limited to the provision of office space and support staff for the Peer Intervention Program. The School District shall determine, from year to year, the level of funding for the program. The request for such assistance may be initiated by the employee who 1) believes that his/her teaching competence will benefit from that assistance or, 2) by a satisfactory teacher who has received no more than one (1) unsatisfactory classroom observation in a rating period. In the event of a second unsatisfactory observation or an unsatisfactory rating, the employee may elect such assistance.

2. The Program of Peer Intervention will be provided in the manner set forth below.

(a) The Peer Intervention Panel shall be composed of nine (9) members, five (5) of whom shall be selected by the Federation and four (4) of whom shall be selected by the School District. However, it will take a vote of six (6) to approve any proposal.

(b) This Panel will set qualifications and procedures for the selection of intervenors, an alternative careers liaison and a coordinator of the program. The Panel shall advertise, as needed, the intervenor, coordinator and alternative careers liaison positions on a citywide basis, posting the qualifications and procedures previously developed. The program's professional staff shall be selected in accordance with the posted procedures and the cost of all positions shall be borne by the School District.

(c) 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. Yearly, upon receiving funding, the Panel must determine how many teachers it can serve, and set priorities for service.

(d) The intervenor will develop a plan to assist the participating teacher tailored to the specific needs of that teacher and will work with the teacher directly for not more than one (1) year.

## *XI. Assessment of Performance and Interventions*

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(e) Any teacher who has a reasonable basis for needing such assistance and/or receives an unsatisfactory rating may request assistance from the Peer Intervention Program, in writing, on a form promulgated by the Panel. The Panel will review requests and promptly notify the teacher of the determination as to whether assistance will be provided in that case. Such communications will be kept completely confidential.

(f) For three (3) months following the start of the intervention period, the Principal will not evaluate or observe the participating teacher for his/her instructional performance. However, no intervention process can be initiated after January 15 of any school year. Teachers participating in this process who were rated unsatisfactory in the previous school year will have their rating period extended until June 30.

(g) All communications between the intervenor and the participating teacher shall be completely confidential. As a condition of involvement in the program, all participants in the program, including the intervenor and the participating teacher, must consent to the confidentiality provisions set forth in this paragraph. The School District and the Federation agree that the intervenor, or any other person involved in the Peer Intervention Program, shall not be subpoenaed by the School District or the Federation or called to testify, produce documents or participate in any other way concerning the intervention in any proceeding involving the participating teacher, including potential subsequent proceedings under the School Code. No arbitrator, in any proceeding under the parties' control, shall accept evidence regarding such communications.

(h) Except as otherwise herein provided, the Federation, the School District or any participating teacher may exercise any constitutional, statutory, regulatory or contractual right otherwise provided by law, regulation or contract.

(i) The School District agrees to make available on a best efforts basis, alternative career opportunities for teachers who decide to leave the teaching profession in the course of or following intervention.

(j) Administrative procedures for effectuation of these provisions will be formulated by the Panel in consultation with the School District and the Federation and thereafter distributed by the Panel.

(k) These procedures relate solely to issues of competency and no other grounds of discipline.

(l) The acts of the Panel, intervenor, coordinator, Federation and School District shall be final.

### **C. 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 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.

(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 shall be selected by the PAR Panel, utilizing the criteria and selection process developed by the Design and the Implementation Teams.

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(b) During the phase-in, teachers who are assigned as New Teacher Coaches shall be eligible for consideration for selection as Consulting Teachers.

(c) 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.

(d) 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.

(e) Consulting Teachers shall work a twelve (12) month administrative year and day and shall receive a twelve (12) month teacher salary.

(f) 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.

(g) 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 progress of the participating teacher.

### 6. PAR Program for New Teachers

(a) During the phase-in of this Program, all New Teachers who are not participating in the PAR Program will be provided with support in accordance with Article X, Section C(3).

(b) The PAR Program will have primary responsibility for coaching, reviewing and evaluating New Teachers assigned to the Program. School principals will retain responsibility for evaluating all New Teachers who are not participating in the Program and for all New Teachers for aspects related to non-instructional conduct. Principals will conduct one (1) formal observation for all New Teachers assigned to the PAR Program.

(c) 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.

(d) 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 previous school year will have their rating period extended until June 30.

(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. 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, a multi-year Professional Development Plan (PDP) for continuous improvement covering the professional development years (years one (1) and two (2)), which the Principal shall approve and which approval shall not be unreasonably denied. 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: non-tenured teachers; tenured teachers receiving PAR support; 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 and that are planned to improve student achievement and school results.

#### 9. Peer Intervention

(a) The Peer Intervention Program will continue in existence during the three (3) year phase-in of the PAR Program. At the conclusion of the third year, the Peer Intervention Program will be discontinued. If the PAR Program is suspended, then the Peer Intervention Program will be reestablished.

#### 10. PAR will be phased in over three (3) years.

(a) In 2010-2011, PAR shall be implemented in forty-five (45) schools as determined by the Design and Implementation Team.

(b) In 2011-2012, PAR shall be implemented in at least half of the District's schools. The Design and/or Implementation Teams shall determine the schools in which to implement PAR.

(c) In 2012-2013, PAR shall be implemented in all schools.

#### 11. 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.

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

12. Either party may opt out of the PAR Program with sixty (60) days notice.

**D. Non-Professional Employees**

1. Newly appointed employees (exclusive of professional employees, temporary professional employees, and per diem substitutes) shall serve a probationary period of forty-five (45) workdays 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. All employees shall receive the following salary increases:

09/01/10	3%
01/01/12	3%

The above listed across-the-board increases apply to all salary schedules for all PFT members, including but not limited to extra-curricular rates, professional development rates and athletic coach rates.

**B. General Compensation Terms**

1. 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.

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. Effective January 1, 2001, an employee moved to a lower paid classification shall, except in cases of 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 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.

## *XII. Compensation*

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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 two (2) evening meetings per year and induction hours. 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 two (2) 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, beginning in the 2005/2006 school year, 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, beginning in the 2005/2006 school year, 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. Beginning in the 2005/2006 school year, each public school shall be allotted the sum of one hundred (\$100) dollars each year for such supplies to be ordered by the nurse. Beginning in the 2005/2006 school year, 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 P(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

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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.

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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 Comprehensive Early Learning Center 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. Exclusive of Lead Teachers and Social Workers' staff, 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.

3. An employee who is required to use part or all of his/her regular daily break for staff meetings or for emergency situations shall be entitled to compensatory time for the time used in such cases.

4. Such compensatory time shall be taken in individual blocks equal to the break time lost.

## *XII. Compensation*

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5. Employees in the Comprehensive Early Learning Center will be given credit for prior appointed teaching experience that was completed within the Philadelphia School District.

6. No more than three (3) compensatory days can be used during the period from June 30 to September 1, nor may such days be used to extend vacation leave.

7. No employee shall be required to take a compensatory day. The employee shall notify the lead teacher at least two (2) school days in advance of his/her request to take off a compensatory day except in the case of a personal emergency. Such request shall be granted unless the number of such requests would affect the operation of the school or center. Such requests shall be granted for any one (1) day to no more than one-third ( $\frac{1}{3}$ ) of the teachers and assistant teachers in a school or center and to no more than one (1) employee of each other classification.

8. A record of all compensatory time shall be kept both by the Head Teacher and the employee. The system for such records shall be reviewed by the Federation and the Administration.

9. If a school or center is closed as a result of an emergency situation, the employees shall be given the option of taking a compensatory day or being reassigned for the day. However, if any employee has already reported for work and has remained in the school or center for a period of two (2) hours or more, said employee shall be given credit for a day's work and shall not be reassigned or required to take a compensatory day.

10. All Food Service Assistants shall be paid according to the salary schedule of Custodial Assistants — five (5) hours — step 178.

11. Social Worker Assistant IV with one (1) or more degrees shall be paid at parity with Assistant Teacher IV.

12. Fifty dollars (\$50) per year, per class, from the Comprehensive Early Learning Center budget shall be allocated for the purchase of supplies not listed on the requisition.

### **J. 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 ( $1\frac{1}{2}$ ) of his/her regular hourly rate.

3. Exclusive of Head Teachers, employees shall be paid at the rate of time and one half ( $1\frac{1}{2}$ ) 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.

**K. 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.

**L. 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.

**M. 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

## *XII. Compensation*

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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.

### **N. Value Added Compensation Program**

Contingent upon the availability of funding, the Parties agree to the establishment in the 2010-2011 school year of a Value Added Compensation Program to provide additional compensation to PFT bargaining unit members in those schools which have experienced the highest level of student growth as measured against established growth indices.

Beginning in the 2011-2012 school year, additional compensation will be allocated annually to twenty-five percent (25%) of the highest performing High Needs Schools and ten percent (10%) of the highest performing non High Needs Schools as measured against this index. The amount of compensation to be distributed annually will be based upon availability of funds per school.

A Joint Committee will be established to review the scores, ranking and allocation of funds prior to distribution of any funds to the bargaining unit members.

### **O. 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.

### **P. 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 at the then daily rate of pay.

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.

#### **Q. National Board for 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

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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.

### **R. School District of Philadelphia Masters Degree Partnership Program**

1. All teachers in High Needs Schools who have a minimum of three (3) years of service with the School District of Philadelphia will be eligible to apply to the School District of Philadelphia's Masters Degree Partnership Program, which shall begin July 1, 2010.

2. The Masters Degree Program is designed to assist teachers in accelerating the learning of students in High Needs Schools by utilizing a standardized syllabus representing a variety of content areas in partnership with various universities.

3. Each participant in the Masters Degree Program shall receive tuition reimbursement of up to six (6) credits per year, at the rate of four hundred dollars (\$400) per credit to a maximum of twenty-four hundred dollars (\$2,400) per year. Participants will be required to complete the Masters Degree Program within five (5) years of acceptance. Employees accepted to the Masters Degree Program must continue in the employment of the School District of Philadelphia at a High Needs School for at least two (2) years following completion of the program.

4. Failure to complete the Masters Degree Program within the allotted time, voluntarily transferring from a High Needs School to a non-High Needs School, failure to fulfill the post degree work commitment, or leaving School District employment prior to completion of the program will result in the employee having to reimburse the District the full cost of tuition paid.

## **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 Sec-

tion, in the Teachers, Non-Teaching Assistants, Secretaries, Paraprofessionals, Comprehensive Early Learning Center, 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 by the 10th calendar day of the month, coverage becomes effective on the first day of the following month. For employees hired after the 10th 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 Sections 105 and 152 of the Internal Revenue Code as amended. 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 September 17, 2003. The School District will develop reasonable procedures for recognizing those common law marriages entered into before September 17, 2003 but not presented to the School District until after that date. Common law spouses who were enrolled prior to September 17, 2003 shall continue to be eligible for coverage. However, no common law spouse may be enrolled for coverage after September 17, 2003. In addition, and upon attainment of age nineteen (19), and every six (6) months thereafter, a dependent child must provide proof satisfactory to the School District that he/she is a full-time student in good standing in an accredited college, community college, university or secondary program. Coverage for dependent children shall terminate at age twenty-five (25). 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 hired after the date of this agreement shall be enrolled in Keystone HMO 15 for a period of four (4) years at no cost to the employee. Upon completion of four (4) years of employment, any employee hired on or after September 1, 2010, 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

### *XIII. Benefits*

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required to pay five percent (5%) of the then applicable current Personal Choice Component Premium (e.g., Single, Husband and Wife, Family).

(b) As soon as possible, any employee who is currently enrolled in Keystone HMO 10 shall be enrolled in Keystone HMO 15. Any employee hired before September 1, 2010, who has completed four (4) years of employment, may choose to enroll in the PC 20/30/70% (w/variations) Plan provided however, that such employee shall be required to pay three percent (3%) of the then applicable current Personal Choice Component Premium (e.g., Single, Husband and Wife, Family).

(c) 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) & (b).

(d) As soon as possible, but no later than July 1, 2010, all employees currently enrolled in Personal Choice 15/25/70% (w/variations) shall be enrolled in Personal Choice 20/30/70% (w/variations) at no cost to the employee.

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.

Effective July 1, 2010, 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.

The Parties agree that, if costs in the self-funded program exceed eight percent (8%) trend, a Joint Labor Management Committee will be convened to review options for controlling costs.

#### 7. Medical Insurance Opt-Out Program

An eligible employee who meets the requirements listed in this Section may elect to waive his/her medical insurance coverage and receive cash compensation equal to twenty-five percent (25%) of the School District's cost of the coverage

the employee had immediately prior to the election. If the eligible employee electing to waive coverage is a new employee to the School District, the employee shall receive cash compensation equal to twenty-five percent (25%) of the School District's cost for the least expensive plan coverage to which the employee would have been entitled if the employee had not made the election. The cash compensation is considered taxable income and is subject to applicable Federal, State and local tax withholding. Payments shall be made to the employee on a monthly basis. An employee's election to waive medical insurance coverage shall continue automatically until the employee revokes his/her waiver in writing, but the employee may be required to provide proof of alternate medical coverage on an annual basis. An employee who experiences a change in family status as defined by the Internal Revenue Service (IRS) may re-enroll immediately in any School District health plan under the same terms and conditions as the employee was previously enrolled.

An eligible employee may only elect to waive his/her medical insurance coverage if the employee provides written proof of alternate coverage. This alternate coverage may not be a state or federally sponsored coverage such as Medicare, Medicaid or CHIP.

**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 March 1, 2010, the School District shall pay into the Fund the sum of four thousand and thirty dollars and twenty-six cents (\$4,030.26) per eligible member. The payments shall be made at the rate of one hundred and fifty five dollars and one cent (\$155.01) for each of twenty-six (26) pay periods.

4. Effective September 1, 2011, the School District shall pay into the Fund the sum of four thousand three hundred and fifty two dollars and sixty-six cents (\$4,352.66) per eligible member. The payments shall be made at the rate of one hundred and sixty seven dollars and forty one cents (\$167.41) for each of twenty-six (26) pay periods.

5. 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.

6. The School District shall pay into the Health and Welfare Fund for each day worked by eligible per diem substitute teachers in the bargaining unit, the following amounts:

Effective March 1, 2010	\$10.10
Effective September 1, 2011	\$10.90

**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.

### XIII. Benefits

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3. The funds from this program shall be made available to Paraprofessionals, Non-Teaching Assistants, Secretaries, non-degreed Professional/Technical bargaining unit members, non-degreed Comprehensive Early Learning Center bargaining unit members, 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, irrespective of sex, shall be permitted to obtain coverage under Life Insurance Plan No. 5 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, Comprehensive Early Learning Center, Food Service Managers, Head Start and Professional/Technical.

3. **Amount of Coverage.** Coverage under the Life Insurance Plan No. 5 shall permit an employee to elect life insurance coverage in the amount of two thousand dollars (\$2,000) or coverage in the following amounts:

<b>Base Salary</b>	<b>Amount</b>	<b>Base Salary</b>	<b>Amount</b>
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
\$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, Comprehensive Early Learning Center, 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:

<b>Accumulated Sick Leave</b>	<b>Waiting Period</b>	<b>Percentage of Premium Paid By the School District</b>	<b>Benefit Duration</b>
Less than 10 days	7	25%	52 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:

<b>Accumulated Sick Leave</b>	<b>Waiting Period</b>	<b>Percentage of Premium Paid By the School District</b>	<b>Benefit Duration</b>
Less than 10 days	7	50%	52 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. **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.

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

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

### XIII. Benefits

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

7. **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.

8. **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.

9. 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 (66 $\frac{2}{3}$ %) 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.

**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, Comprehensive Early Learning Center, 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.** 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.

**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, Comprehensive Early Learning Center, 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

#### *XIV. Due Process Procedures*

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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 Regional Superintendent or other Administrator and to the Labor Relations Office of the Office of Human Resources. Within ten (10) school days after the receipt of the appeal, said Labor Relations Office shall use its good offices to adjust or resolve the grievance amicably.

(b) If the grievance is not thus resolved amicably, said Labor Relations Office should refer the matter to the said Regional 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 Regional Superintendent or Associate Superintendent 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 Executive Director of Human Resources, he/she shall make a written report to said Executive Director.

(e) Within ten (10) school days after the hearing on the appeal, the Executive Director of Human Resources 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 Executive Director of Human Resources, 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 Executive Director of Human Resources, 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 Comprehensive Early Learning Center and 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.

## *XVI. Long-Term Substitutes*

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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. If a long-term substitute is in a long-term assignment as of June 30 of any year and the position continues beyond that date, the long-term substitute shall continue in that status until the return of the employee for whom he/she is substituting or because of the position being filled by an appointed employee. At that time, the long-term substitute shall revert to per diem status unless there is another long-term assignment available for him/her. This provision applies only to Comprehensive Early Learning Center Employees.

5. A long-term substitute who has completed one (1) full year of continuous service in a position and has received a "satisfactory" rating from the appropriate administrator shall receive an appointment if the position is open provided he/she meets the minimum requirements for the position and passes any required examination. This provision applies only to Comprehensive Early Learning Center Employees.

6. 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.

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

8. 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 ( $7\frac{1}{4}$ ) 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 ( $7\frac{1}{4}$ ) 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 ( $7\frac{1}{4}$ ) 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 ( $7\frac{1}{2}$ ) 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.

## *XVII. General Working Conditions*

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### 4. Paraprofessionals

The workday for paraprofessionals shall be six and three-quarter ( $6\frac{3}{4}$ ) hours not including a one (1) hour duty-free lunch. The paraprofessionals' workday shall be scheduled between 7:00 a.m. and 6:00 p.m.

### 5. Comprehensive Early Learning Center

Except for Cleaning Employees, the regular workday for all part-time Comprehensive Early Learning Center employees shall be five (5) hours. The regular workday of other employees except cleaners shall be seven and one-half ( $7\frac{1}{2}$ ) hours including a thirty (30) minute, duty-free lunch and two (2) fifteen (15) minute breaks.

Cleaners who work in a center with three (3) or four (4) classes or in a center that occupies between 2,000 and 4,000 square feet shall be classified as part-time employees, and shall have a five (5) hour workday. Cleaners who work in a center with five (5) or more classes or in a center that occupies more than 4,000 square feet shall be classified as full-time employees and shall have a seven and one-half ( $7\frac{1}{2}$ ) hour workday including two (2) fifteen (15) minutes breaks.

### 6. 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.

### 7. 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 full-time, twelve (12) month Comprehensive Early Learning Center Employees shall be seven and one-half ( $7\frac{1}{2}$ ) hours including a thirty (30) minute, duty-free lunch and two (2) fifteen (15) minute breaks. The workday for all part-time Comprehensive Early Learning Center Employees shall be five (5) hours. The workday for all cleaners and custodial assistants shall be five (5) hours.

### 8. Professional Technical

The workday for professional technical employees shall be seven and three-quarter ( $7\frac{3}{4}$ ) 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 a.m. 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.



9. 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.

10. 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 or CELC employees for positions or tasks or extra-curricular 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 extra-curricular activity and qualified personnel shall be allowed to apply for the position. The Director of High School Athletics shall consult with the Federation and develop the criteria for the position. The Director of High School 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 extra curricular 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.

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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:

<b><u>Length of Meeting</u></b>	<b><u>Substitute Service</u></b>
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.

19. By July 1, 2011, the District agrees it will assign employees an identification number other than social security numbers.

**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 professional 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.

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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 fifty percent (50%) 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(1-13) 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 and Preparation Periods

(a) Teachers will exercise professional judgment in their use of preparation time in order to further professional work and to promote greater classroom effectiveness.

(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 work-

ing 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 (Article X, Section B. 1-2).

(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.

(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

Except as otherwise required by the provisions regarding school-based selection, all teacher transfers shall be made in accordance with the following 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 April 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) A teacher who has served in a school on a temporary assignment during the previous school year as well as 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 designated as site selection 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 April 1st of each school year for the following school year.

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

Teachers will be placed in special assignment in the following circumstances:

- (1) having a date of hire after August 15;
- (2) working out of his/her area of classification;
- (3) having been assigned at the end of the site selection process.

(e) Full time teachers who have a "right to return" filed with the School District shall have the right to return to part-time positions, as well as full time positions in their "right to return" school. 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.



(f) 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 31 for the following term. Reorganization for the following term must then include said teacher as a classroom teacher if there is a vacancy.

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

(h) 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.

(i) Transfers shall be permitted between elementary, middle and senior high schools. Transfers shall be based on seniority in accordance with the provisions of this Article.

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

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

(2) The site selection process shall occur;

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

(4) Forced transfers and voluntary transfers are merged;

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

(6) Site selection reopens for new hires; and

(7) Voluntary transfer requests may be honored through August 31st and will be permanent. Rights to Return requests may be honored through the leveling date and will be permanent.

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

### 3. Involuntary Transfers

This Section applies to positions that have been designated as seniority transfers.

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

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

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

(3) The lists developed from paragraphs (1) and (2) above shall be merged on the basis of the number of years of appropriate seniority credit given.

(b) Teachers who are involuntarily 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) An employee who has been involuntarily 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.

#### 4. 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.

#### 5. 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) This Section applies to positions that have been designated as seniority transfers. 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 Acquisition 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. Voluntary transfer requests may include schools in which all or some vacancies are site selected and will be considered in accordance with seniority provisions if a vacancy is not otherwise filled through site selection.

(f) All voluntary transfer requests shall be honored prior to September 1st 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) This Section applies to positions that have been designated as seniority transfers. 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.

#### 6. 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.

#### 7. 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) An experienced teacher is an appointed teacher with more than five (5) years of satisfactory teaching experience.

(4) An inexperienced teacher is an appointed teacher with five (5) or less years of satisfactory teaching experience.

(5) An "Out of Experience Balance School" is a school in which less than seventy percent (70%) of the teachers in the building are experienced teachers.

(6) An "Experience Balanced School" is a school in which seventy percent (70%) or more teachers in the building are experienced teachers.

(7) A transition school is defined as a school where new grades are added for the first time, middle schools are converted to high schools, or smaller schools which are separated from large high schools.

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

(b) Experience Balancing Procedures

The Parties recognize the shared goal of providing experienced teachers for all children.

(1) The School District shall create a list of Out of Experience Balance Schools to use for all teacher assignments for the following school year based upon experience as of December 1st of each year.

(2) Any teacher transferring to an Out of Experience Balance School shall retain his/her building seniority.

(c) Transfers and Assignments

(1) For every two (2) vacancies in each school, one (1) shall be site selected and one (1) shall be filled through the existing seniority process. All vacancies will be designated by the School District.

(2) In the 2009-2010 school year and 2011-2012 school year, if there is an odd number of vacancies in a school, the “odd” vacancy shall be filled through the traditional process.

(3) In the 2010-2011 school year, if there is an odd number of vacancies in a school, the “odd” vacancy shall be filled through site selection.

(4) On a school-by-school basis, one (1) vacancy report will be generated with specific positions designated as either “seniority based” or “site selected.” The designation as either “seniority based” or “site selected” may not be changed except by agreement of the Parties, which shall not be unreasonably withheld.

(5) Within two (2) weeks of a school notifying the Office of Talent Development that it has selected a teacher to fill a site selected vacancy, the Office of Talent Development shall send official notice to the teacher.

(d) 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 Acquisition.

(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.

(e) 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 selected by the Home & School Association

shall also be a member of the Committee; and 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.

(f) All new hires shall be site selected.

(g) 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.

(h) 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.

(i) Military Academies

All new positions in Military Academies shall be site selected.

(j) Transition Schools

(1) When involuntary 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.

(2) Teachers who do not accept assignment, or for whom there are no vacant positions in the transition building, shall select a new assignment as a forced transfer in accordance with the general procedures for filling vacancies.

(k) Hard to Fill Middle Schools

The School District and the Federation share a mutual interest in improving middle schools. Success in the middle grades is critical to a student's educational success and long-term life chances. However, middle schools too often face problems that result in insufficient academic progress, school climate not conducive to learning, high vacancy rates, and high staff turnover.

The Parties agree, as a pilot program, to identify five (5) such schools where vacancies shall be filled by the Site Selection process as set forth in Article XVIII, Section C(7)(I), without regard to the voting procedures set forth in Article

XVIII, Section C(7)(1)(7) and (8). The program involving these five (5) schools shall last a minimum of two (2) years and shall be evaluated at that time by the Federation-District Committee, which shall have the option to mutually extend the program for additional time. Unless the Parties mutually agree to an extension, the Site Selection process in these schools shall end at the end of the second year.

(l) Site Selected Schools

(1) The provisions of this Agreement that grant a seniority-based preference in the transfer process (by way of involuntary or voluntary transfers) shall not apply in any school that implements procedures for school-based selection of teachers.

(2) To effect school-based selection, 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 Human Resources.

(3) In each school that implements school-based selection of teachers, 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 selected by the Home & School Association, shall also be a member of the Committee; and 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.

(4) Staff Selection Committees shall:

(i) Establish appropriate, objective criteria for filling vacancies based upon the instructional program of the school;

(ii) Screen candidates and schedule interviews;

(iii) Select faculty to fill vacancies;

(5) 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.

(6) When two (2) teachers equally meet the established criteria for the position, seniority shall govern the appointment to that position.

(7) In addition, in any school not so identified, the School Council, or in the absence of a Council, the Principal and Building Committee, may choose to implement school based selection of teachers pursuant to the following procedures:

(i) Upon approval of the Principal, a proposed waiver will be submitted for ratification by the affected staff in the school. Ratification shall be by way of a secret ballot in which all employees covered by this Agreement who are assigned to the school shall be eligible to vote, and shall require an affirmative vote of two-thirds ( $\frac{2}{3}$ ) of the affected employees in the school who vote.

(ii) The Federation shall have oversight of the balloting process.

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

(iv) Once such a waiver is approved by the Principal and ratified by the school staff, it may be implemented unless 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.

(v) Any contract waiver achieved shall be presumed to continue in effect for a complete school year. Thereafter the waiver shall continue to be effective unless modified through the procedures of this Section.

(8) When a school organization has the option to implement school-based selection of teachers, a decision to use school-based selection shall be made by December 31st prior to the hiring season that such school-based selection procedures are implemented.

(m) All vacancies in High Needs Schools shall be filled through site selection. If a school is removed from the High Needs Schools list, vacancies shall be filled in accordance with the general procedures for filling vacancies. If a school is added to the High Needs Schools list, vacancies shall be filled through site selection.

#### 8. Training, Implementation and 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 and the number of teachers by racial designation for each school.

#### 9. 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.

#### 10. Assignment of Vocational Coordinators and Court Representatives

(a) Coordinator positions allotted to Vocational/Technical Schools may be reduced subject to the following procedure:

(b) As vacancies occur anywhere in the School District of Philadelphia for Department Head positions in Math, Social Studies, English or Science, a Principal of a Vocational/Technical School may reduce the Coordinator allotment at the school for that Coordinator subject area. The affected Coordinator shall be a force transfer.

(c) If a Coordinator position becomes vacant for any reason at a Vocational/Technical School, the Principal may abolish the vacant position.

(d) If a court representative, employed in that position as of September 1, 2000, vacates that position for any reason he/she need not be replaced.

#### 11. 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.

#### 12. 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.

#### 13. 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. The assignment of kindergarten teachers during the registration period shall not interfere with the schedule established by the school for the interviewing of parents and registering of kindergarten children.

11. There shall be five (5) meeting free interview days for all kindergarten teachers at the beginning of each school year.

12. In the case of kindergarten classes where a significant number of pupils are taking a second (2nd) year of kindergarten, the maximum of ten (10) sessions with no pupils in attendance shall be permitted for parent-teacher conferences during the first two (2) weeks of school. No more than five (5) morning sessions are to be used for this purpose.

13. 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.

14. 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.

15. 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.

16. 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.

#### **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

## *XVIII. Working Conditions of Teachers*

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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 Regions 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 Region shall be made in accordance with the procedure enumerated above from among the psychologist assigned to such Region.

22. A psychologist shall be permitted to transfer from one Region 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.

## *XIX. Working Conditions of Secretaries*

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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 Human Resources.

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 Human Resources 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 Human Resources 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 Human Resources 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 an involuntary transfer. In case the employee has been assigned by voluntary transfer to the location from which he/she is later involuntarily transferred, he/she is given credit at the time of the involuntary 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(9).

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 Human Resources 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 Human Resources 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 require-

ments, 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. 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**

1. 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.

4. If a laboratory assistant, employed in the position as of September 1, 2000, vacates that position for any reason he/she need not be replaced.

#### **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 development 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.



(2) For off-site Centers with more than one (1) CELC classroom, the process outlined in Article XVII, Section C will be implemented at the beginning of each school year to identify two (2) adults from the center who will remain after the work day to supervise children who are not picked up on time. These individuals will be compensated at their appropriate EC rate for all time worked beyond their regular workday.

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(3) — Involuntary Transfer;
- (c) C(7(h)) — Replacement Buildings;
- (d) C(4) — Positions Dropped Because of Reduced Enrollment;
- (e) C(5) — Voluntary Transfers; and
- (f) C(6) — 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(5)(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. Comprehensive Early Learning Center employees shall not have to perform escort duties for any child above the second grade. Wherever possible, such employees shall not have to perform such escort duties for any child in kindergarten, first grade and/or second grade.

6. No employee shall be required to perform personal errands and tasks for other members of the staff.

7. Social Workers shall not be used as substitutes.

8. 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.

9. Clerical employees shall not be used as substitutes.

10. Student nurses assigned to schools or centers for the purposes of observation shall not be used as substitutes.

11. 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.

12. Employees shall not be required to take the place of a secretary in the performance of the secretary's regular duties.

13. College students assigned to schools or centers as part of their course work shall not be used as substitutes.

14. 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.

15. 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.

16. The Office of Early Childhood will assume the responsibility for writing and disseminating program-wide information that has to go to parents.

17. 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.

18. Assistants are not to float.

19. 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.

20. Employees shall not be required to take the place of a secretary in the performance of the secretary's regular duties.

21. 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.

## *XXII. Working Conditions of Pre-K Employees*

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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. The Comprehensive Early Learning Center Central Office will make arrangements for chartered bus service. Schools or centers will be notified at least three (3) days prior to the day of the trip. The Comprehensive Early Learning Center Central Office shall inform schools or centers of cancellations, delays, or any changes in trip plans.

20. 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.

21. 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.

22. 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.

23. 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 ( $\frac{1}{2}$ ) 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. The Comprehensive Early Learning Center will follow the School District Administrative Calendar. When it is not possible, compensatory days will be provided.

6. 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.

7. 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.

8. No cleaner or custodial assistant shall be required to supervise or care for children, except in an emergency situation.

9. There shall be two (2) adults on Comprehensive Early Learning Center premises at all times during operating hours.

10. When there is an opening for a full time position in the Comprehensive Early Learning Center to be filled on an acting basis, the Office of Early Childhood will agree to consider part-time employees at that location to apply to fill the position.

11. Comprehensive Early Learning Center employees shall be entitled to voluntary transfer to another center with one (1) year of location seniority.

12. 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**

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 opportunity 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 October and February 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 M regarding acting pay do not apply to the relief manager.

**C. Support Services, Facilities and Supplies**

1. 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 Human Resources 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 Human Resources 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 Executive Director of Human Resources. Such hearing shall be conducted by a designee of the Executive Director of Human Resources. 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.



*XXIV. Working Conditions of Per Diem Substitute Teachers*

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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 Human Resources 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.

## *XXIV. Working Conditions of Per Diem Substitute Teachers*

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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 ( $\frac{1}{2}$ ) 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**

1. 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 K.

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**

1. 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, 2009 and shall continue in full force and effect through August 31, 2012. 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.

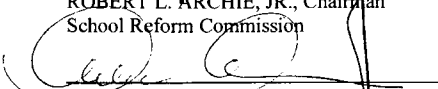


**ARTICLE XXXII**  
**Signatures**

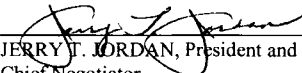
IN WITNESS WHEREOF, the Parties hereto, with the intent to be legally bound, have caused these presents to be signed and sealed on this date, January 19, 2010:

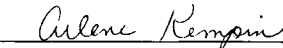
For The School District of Philadelphia:

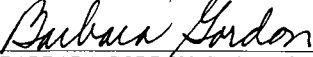
  
ROBERT L. ARCHIE, JR., Chairman  
School Reform Commission


  
ARLENE C. ACKERMAN, ED.D.,  
Superintendent/CEO  
School District of Philadelphia


For The Philadelphia Federation of Teachers:


  
JERRY T. JORDAN, President and  
Chief Negotiator

  
ARLENE KEMPIN, General Vice President

  
BARBARA GORDON, Senior and  
Technical Schools Vice President

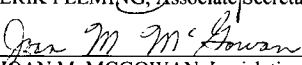
  
DEE PHILLIPS, Middle Schools Vice  
President

  
VI CURRY, Elementary Schools Vice  
President

  
JACK STEINBERG, Treasurer

  
FREDA SYDNOR-JOELL, Secretary

  
ERIK FLEMING, Associate Secretary

  
JOAN M. MCGOWAN, Legislative  
Representative

**APPENDIX A**  
***Bargaining Unit Job Classification Codes***

<b>PFT BARGAINING UNIT</b>	<b>TITLE</b>	<b>DESCRIPTION</b>
<b>Comprehensive Early Learning Center<sup>1</sup></b>	0601	Center Leader I, CELC
	0602	Center Leader II, CELC
	0603	Center Leader, Demonstration, CELC
	0604	Instructor, Demonstration, CELC
	0605	Assistant Instructor, CELC, 6 Hours
	0609	Assistant Instructor, CELC*
	0610	Instructor, CELC
	0613	Instructor, CELC, Part Time
	0614	Nutritionist, CELC
	0615	Lead Nurse, CELC
	0616	Nurse, CELC
	0627	Assistant Housekeeper/Cook, CELC*
	0628	Custodial Assistant, CELC*
	0629	Housekeeper/Cook, CELC*
	0630	Food Services Assistant, CELC*
	0634	Home Visitor I
	0635	Home Visitor II
	0636	Parent Involvement Assistant
	0637	Nutrition Field Representative, CELC
	0641	Parent Involvement Field Representative, LTS
	0661	Teacher, PKHS, Montessori-Certified
	0662	Teacher, Head, PKHS/Bright
	0664	Teacher Assistant, PKHS
	0665	Retired Teacher, LTS, PKHS
	0679	Repairman, CELC
	0686	Classroom Assistant, CELC, Part-Time*
	0687	Assistant Teacher, Demonstration, CELC
	0688	Assistant Teacher, CELC, Part-Time, 10 Month*
	0689	Assistant Teacher, CELC, Full-Time, 10 Month*
	0690	Teacher, CELC, 12 Month
	0691	Teacher, CELC, 10 Month
	0692	Teacher, Lead, 12 Month
	0693	Teacher, Lead, CELC Program, 10 Month
0694	Assistant Teacher, CELC, Part-Time, 12 Month	
0695	Assistant Teacher, CELC, Full-Time, 12 Month	
0696	Classroom Assistant, CELC, Full-Time*	
0697	Intake Worker, CELC	
0698	Assistant Teacher, CELC, 6 Hours, 12 Month	
0699	Social Worker Assistant, CELC, 10 Month	
2521	Cleaner, Child Care	
2522	Cleaner, Child Care, Part-Time	
<b>Food Services Managers<sup>2</sup></b>	7620	Food Services Central Services Assistant
	7623	Food Services Equipment Foreman
	7626	Culinary Specialist I
	7627	Food Services Commodities Assistant
	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	
<b>Non-Teaching Assistant<sup>3</sup></b>	0836	Non-Teaching Assistant*
	0837	Non-Teaching Assistant, LTS
	0838	Non-Teaching Assistant, Lead
	0842	Non-Teaching Assistant, Able Academy
	0843	Non-Teaching Assistant, Bilingual
	0856	Non-Teaching Assistant, LTS, Three-Fifths Time
0860	Non-Teaching Assistant, Three-Fifths Time*	

<b>PFT BARGAINING UNIT</b>	<b>TITLE</b>	<b>DESCRIPTION</b>
<b>Non-Teaching Assistant<sup>3</sup> (continued)</b>	0861	Non-Teaching Assistant, Four-Fifths Time
	6002	Farmer*
<b>Paraprofessionals<sup>4</sup></b>	0460	Assistant Teacher
	0461	Assistant Teacher, LTS
	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*
	0511	Interpreter, Deaf/Hard of Hearing, LTS
	0522	Community Relations Liaison, Three-Fifths Time
	0523	Community Relations Liaison, Four-Fifths Time
	0528	Social Services Assistant, Dropout Prevention Program
	0554	Lifeguard
	0558	Social Services Liaison Specialist
	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*
	0814	Classroom Assistant, Special Education, Severely Handicapped, LTS
	0816	School Community Coordinator, Full-Time*
	0817	Climate Support Assistant, LTS
	0818	School Community Coordinator, LTS
	0819	Climate Support Assistant
	0820	Shop Training Assistant, LTS
	0821	Library Technical Services Specialist
	0822	Teacher Assistant, Computer Science Education
	0823	School Community Coordinator, Bilingual
	0825	Career and Technical Education Assisnt
	0826	Computer Lab Assistant, LTS
	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*
	0833	Laboratory Assistant I, LTS
	0834	Laboratory Assistant II, LTS
	0839	Classroom Assistant*
0840	Classroom Assistant, LTS	
0841	Kindergarten Assistant	
0844	Library Instructional Materials Assistant, Full-Time*	
0845	Library Instructional Materials Assistant, Four-Fifths Time	
0846	Library Instructional Materials Assistant, LTS	
0847	Library Instructional Materials Assistant, Three-Fifths Time	
0852	Production Assistant, Communications	
0854	Production Assistant, HS & PSTV	
0855	Counseling Assistant, Bilingual, Three-Fifths Time	
0858	Counseling Assistant, Bilingual*	
0859	Counseling Assistant, Bilingual, LTS	
0873	Classroom Assistant, Bilingual (Bilingual/English)	
0874	Classroom Assistant, Bilingual (Spanish/English)	
0875	Teacher Assistant, Visually Impaired Teacher	
0877	Program Assistant	

<b>PFT BARGAINING UNIT</b>	<b>TITLE</b>	<b>DESCRIPTION</b>	
<b>Paraprofessionals<sup>4</sup> (continued)</b>	0878	Parent Support Liaison	
	0884	Parent and Community Ombudsman	
	0885	School Community Liaison	
	0886	Community Builder	
	0887	Regional Parent and Community Ombudsman	
	0888	Community Builder, Four-Fifths Time	
	0889	School Improvement Student Advisor	
	1243	School Based Technology Maintenance Assistant	
	1401	School Stock Clerk*	
	1420	Specification Assistant, Materials Management	
	1705	Medical Technician	
	3008	Tool Room Attendant, Manpower	
	6005	Agricultural Mechanic & Stock Clerk	
	<b>Pre-Kindergarten Head Start<sup>5</sup></b>	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	
0665		Retired Teacher, LTS, PKHS	
0669		Family Service Field Representative	
0671		Social Worker, PKHS	
0672		Special Needs Coordinator, 10 Month	
0673	Nurse, PKHS		
0674	Health Coordinator, PKHS		
<b>Professional/Technical<sup>6</sup></b>	0504	Family Support Coordinator	
	0505	Bilingual Community Specialist	
	0509	Grants Development and Support 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	
	0521	Youth Transition Support Provider	
	0532	Program Coordinator, Health and Physical Education	
	0533	Grants Development and Support Specialist I	
	0535	Program Coordinator, School Health Council	
	0544	Electronic Productions Specialist	
	0545	Grants Development and Support Specialist II	
	0550	Program Coordinator, Health and Physical Education, Four-Fifths Time	
	0558	Social Services Liaison Specialist	
	0568	Scholarship Coordinator, Career and College Awareness	
	0579	Social Worker, School Age Parents	
	0581	Planning Coordinator, Advanced Academics	
	0589	School Improvement Student Advisor	
	0593	Direct Services Coordinator, College Awareness	
	0620	Computer Trainer, Early Childhood Education	
	0851	Cable Network Producer/Director	
0866	Audio-Visual Cataloger		
1185	Telecommunications Services Specialist		
1207	Customer Support Technician		
1213	Student Information Technician		
1220	Database Programmer		
1222	Business System Database Developer		
1227	Network Systems Administrator		

PFT BARGAINING UNIT	TITLE	DESCRIPTION
<b>Professional/Technical* (continued)</b>	1244	Technical Support Specialist
	1245	Computer-Based Systems Trainer I
	1246	Computer-Based Systems Trainer II
	1247	Technology Training Assistant
	1248	Field Support Specialist
	1251	Database Architect
	1252	Internet Webmaster/Network Specialist
	1271	Networking Specialist
	1272	Network Systems Planning Assistant
	1274	Web Developer
	1281	Field Systems Engineer
	1282	Technology Design Specialist
	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
	1306	Benefits Generalist
	1307	Workers' Compensation Specialist
	1308	Budget Technical Assistant
	1311	Staff Accountant
	1312	Accountant II
	1334	Benefit Operations Assistant
	1342	Financial Analyst
	1350	Regional Business Specialist
	1351	Budget Analyst I
	1352	Budget Analyst II
	1353	Budget Analyst III
	1357	Senior Construction Inspection Technician
	1370	Construction Inspection Technician, Auditing Services
	1371	Auditor I
	1372	Auditor II
	1394	Payroll Technician
	1395	Payroll Customer Service Representative I
	1396	Payroll Customer Service Representative II
	1414	Stock Foreman
1426	Supply Systems Specialist	
1430	Data Input/Output Supervisor	
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	
1530	Personnel Trainee	
1560	Benefits and Retirement Analyst	
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	
1610	Special Projects Trainee	
1611	Special Projects Assistant I	
1704	Industrial Nurse	

PFT BARGAINING UNIT	TITLE	DESCRIPTION
<b>Professional/Technical*</b> <b>(continued)</b>	1720	School Clinician, Part-Time
	1723	Special Education Medical Consultant
	1724	School Clinician, Special Education
	1801	Career Coordinator
	1809	Education to Career Coordinator
	1903	Serious Incident Statistical Analyst
	1925	Intrusion Detection Systems Technician
	1927	Fire Safety Specialist
	1929	Drug Prevention and School Safety Coordinator
	2003	General Drafter I
	2004	CAD Drafter
	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
	2093	Coordinator, High School Renovations
	2103	Architectural Draftsman
	2121	Architectural Designer
	2205	Real Property Management Specialist
	2206	Real Property Management Technician
	2307	Education 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
7323	Printing Services Supervisor	
7324	Printing Services Coordinator	
7325	Printing Plant Foreman	
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	

PFT BARGAINING UNIT	TITLE	DESCRIPTION
<b>Professional/Technical<sup>6</sup> (continued)</b>	7642	Program Specialist, Nutrition Education Program
	7643	Program Coordinator, Nutrition Education Program
	7645	Food Services Sanitation Control Specialist
	7646	Program Assistant, Nutrition Education Program
	7647	Food Services Training Instructor
	7657	Food Services Administrative Analyst
	7658	Food Services Menu Specialist
<b>Secretarial/Clerical<sup>7**</sup></b>	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
	1016	Fiscal Clerk, Four-Fifths Time
	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
	1025	Lead Workers' Compensation Clerk
	1026	Clerk, LTS
	1027	Student Placement Support Clerk, LTS
	1028	Personnel Clerk, Four-Fifths Time
	1029	Office Assistant
	1033	Departmental Payroll Clerk
	1034	Security Clerk
	1035	Administrative Support Clerk
	1037	Recruitment Assistant, Four-Fifths Time
	1039	Retirement Clerk
	1040	Lead Retirement Clerk
	1041	Personnel Clerk
	1042	Senior Personnel Clerk
1043	Senior Personnel Clerk, Four-Fifths Time	
1044	Data Management Assistant	
1045	Clerk Receptionist	
1048	Retirement Technician	
1050	Employee Benefits Customer Service Representative, Three-Fifths Time	
1051	Office Assistant, Accountability & Assessment	
1052	School Operations Officer	
1053	Employee Benefits Clerk	
1054	Warehouse Support Specialist	
1055	Administrative Technician	
1057	Recruitment Assistant	
1058	Treasury Clerk	
1059	Senior Treasury Clerk	
1060	Title I Compliance Assistant	
1061	Financial & Technical Support Assistant	
1063	OESS Support Specialist	

<b>PFT BARGAINING UNIT</b>	<b>TITLE</b>	<b>DESCRIPTION</b>	
<b>Secretarial/Clerical<sup>7**</sup> (continued)</b>	1064	Parent & Family Office Assistant	
	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)	
	1124	Secretary III (Bilingual)	
	1133	Executive Secretary	
	1139	Executive Secretary, Bilingual	
	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	
	1243	School Based Technology Maintenance Assistant	
	1302	Accounting Clerk	
	1304	Budget Operations Assistant	
	1305	Employee Benefits Customer Service Representative	
	1350	Regional Business Specialist	
	1365	Lead Audit Clerk	
	1378	Payroll Processor II	
	1381	Payroll Specialist	
	1387	Payroll Processor I	
	1392	Payroll Group Leader	
	1401	School Stock Clerk	
	1428	Purchasing Clerk	
	1430	Data Input/Output Supervisor	
	1536	Helpline Specialist	
	1555	Employee Health Services Assistant	
	1600	Safe and Bully Helpline Specialist	
	1617	Parent Support Representative	
	1705	Medical Technician	
	1804	Purchasing Clerk, Title I	
	1902	Serious Incident Desk Recorder	
	6005	Agricultural Mechanic & Stock Clerk	
	7431	Facilities Utilization Specialist	
	7639	Food Services Internal Control Specialist	
	7646	Program Assistant, Nutrition Education Program	
	<b>Supportive Services Assistants<sup>8</sup></b>	0804	Supportive Services Assistant, LTS
		0806	Supportive Services Assistant, Two-Fifths Time
		0807	Supportive Services Assistant, 4 Hours
		0815	Supportive Services Assistant, 3 Hours*
		1706	Health Room Technician
	<b>Teachers<sup>9</sup></b>	0026	AA, Elementary Schools
		0199	Academic Coach
		0201	Instructional Specialist Multiple Pathways
		0400	Generalist Regional Instructional Specialist
		0401	Regional Instructional Specialist, Data Driven Instruction
		0402	Content Specialist



PFT BARGAINING UNIT	TITLE	DESCRIPTION
<b>Teachers<sup>9</sup> (continued)</b>	0403	Regional Instructional Specialist, ELL
	0404	Instructional Integration Technology Specialist
	0405	Retired Teacher, LTS, Reg. Ed., 4
	0406	Retired Teacher, Per Diem Special Education***
	0407	Retired Teacher, Per Diem Substitute***
	0408	Literacy Intern
	0409	Transition Support Tutor, Four-Fifths Time, 4 Full Days
	0410	Technology Program Specialist
	0411	Instructional Specialist
	0412	Instructional Reform Facilitator
	0413	Title I Non-Public Instructional Specialist
	0415	Teacher, Full Time* (Includes Provisional and Special Assignment Regular Education Teachers)
	0416	Teacher, Special Assignment, 12 Month
	0417	Retired Teacher, LTS, Reg. Ed., 6
	0418	School Growth Specialist
	0419	Teacher Support Specialist
	0420	Alternative Education Instruction Specialist, 10 Month
	0421	Alternative Education Instruction Specialist, 12 Month
	0422	Peer Intervenor
	0423	Motivation Coordinator
	0424	School Growth Teacher
	0426	Teacher, Two-Fifths Time, 2 Full Days
	0427	Teacher, Three-Fifths Time, 3 Full Days
	0428	Teacher, Lead
	0429	Teacher, Empowerment Support
	0430	Teacher, Special Education* (Includes Provisional and Special Assignment Special Education Teachers)
	0431	Teacher, Special Education, Autistic
	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
	0441	Department Head, 12 Month
	0442	Department Chairperson, Physical Education
	0444	Reading Recovery Teacher
	0445	Teacher, Hearing Impaired, Pre-School
	0447	School Based Instructional Specialist
	0449	Department Chairperson, Demonstration
	0450	Teacher, Demonstration
	0451	Teacher, Long Term Substitute, 9/1 Appt.
	0452	Teacher, Long Term Substitute, Retained Status
0453	Retired Teacher, Long Term Substitute, Reg. Ed.***	
0454	Retired Teachers Working in a Known Vacancy, Spec. Ed.***	
0455	Teacher, Long Term Substitute	
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	

<b>PFT BARGAINING UNIT</b>	<b>TITLE</b>	<b>DESCRIPTION</b>
<b>Teachers<sup>9</sup> (continued)</b>	0675	Special Needs Coordinator, 12 Month
	0701	Program Analyst, Special Education Budget Services
	1709	Therapist (Occupational/Physical)
	1712	School Nurse*
	1715	School Nurse Practitioner

<sup>1</sup> Recognized pursuant to Board Resolutions dated March 13, 1972.

<sup>2</sup> Recognized by agreement between the parties.

<sup>3</sup> Recognized by agreement between the parties.

<sup>4</sup> Recognized pursuant to Board Resolution dated August 7, 1970.

<sup>5</sup> Recognized by agreement between the parties.

<sup>6</sup> Recognized by agreement between the parties.

<sup>7</sup> Recognized pursuant to Board Resolution dated January 8, 1968.

<sup>8</sup> Recognized by agreement between the parties.

<sup>9</sup> 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 Labor 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**

Position Code	Title
2052	General Estimator I
2053	General Estimator II

**Financial Operations**

Position Code	Title
1371	Auditor I
1372	Auditor II
1300	Financial Management Trainee
1351	Budget Analyst I
1352	Budget Analyst II
1353	Budget Analyst III

**Information Technology**

Position Code	Title
1283	Applications Programmer I
1284	Applications Programmer II

**Procurement**

Position Code	Title
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, Para-professionals, Comprehensive Early Learning Center, 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 Human Resources 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 Human Resources 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, Comprehensive Early Learning Center, 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:

<b>Length of Uninterrupted Service to July 1</b>	<b>Vacation Time</b>
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. For employees in the Comprehensive Early Learning Center bargaining unit, vacations may be taken at times of the year other than July and August provided that a request for such vacation time is presented at least two (2) weeks prior to the beginning of the time the vacation is to be taken.

### 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 an involuntary 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, Comprehensive Early Learning Center, 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 ( $\frac{1}{3}$ ) 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, 44, 51, 51HR, 60)

(a) Religious Holiday. An active employee in the Teachers, Non-Teaching Assistants, Secretaries, Paraprofessionals, Comprehensive Early Learning Center, 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 ( $\frac{1}{3}$ ) 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, Comprehensive Early Learning Center, 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, Comprehensive Early Learning Center, 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 ( $\frac{1}{3}$ ) pay due to inclement weather, with the approval of the Human Resources Administrator 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***

The following will apply to retired teachers and retired school nurses/practitioners:

A. After completion of the transfer process and the appointment of new teachers, the School District may hire retired certified teachers to fill teaching vacancies where there is no appointed certified teacher.

B. Retired teachers may be site selected.

C. The School District, at its discretion, can replace a retired teacher with a certified teacher at any time during the school year.

D. Retired teachers do not accrue any seniority.

E. Regularly appointed teachers shall have preference for all positions advertised according to Article XVII, Section C(1).

F. Rate of Pay

1. Retired teachers in a known vacancy shall be paid the daily rate for a starting teacher (currently Step 4 on the salary schedule) with the same degree.

2. Retired teachers filling a *per diem* substitute position, including long-term substitute positions, not in a known vacancy, will be paid at the daily rate for starting teachers at their level of education (currently step 4 on the salary schedule).

3. Retired Senior Career Teachers that return to the School District and are placed in a known vacancy will be paid at the rate of a starting teacher with a doctoral degree (currently Step 4 on the salary schedule). Retired Senior Career Teachers working as a *per diem* substitute, not in a known vacancy, will be paid at the daily rate for a starting doctoral level teacher (currently step 4 on the salary schedule).

G. Benefits for Retired Teachers

1. Health & Welfare Contributions

a. The School District will make the appropriate Health & Welfare contribution for retired teachers placed in a known vacancy and for any *per diem* retired teacher that is represented by the Federation.

b. A retired teacher that works as a substitute is represented by the Federation from his/her first day of work and the School District shall make contributions from the first day the retired teacher starts his/her substitute service.

2. Medical Benefits

a. Retired teachers that are assigned to a known vacancy shall receive the same medical benefits as a long-term substitute teacher starting their first day working in a known long term position.

3. Leave Benefits

a. Retired teachers working in a known vacancy will accrue leave benefits as long-term substitutes.

b. The School District will pay out accumulated leave benefits at the end of each year to retired teachers; all leave will be prorated based on the amount of time the retired teacher works during the year.

H. The retired teacher benefits set forth in this Section are limited to teachers that retired from the School District of Philadelphia. Retirement is defined as superannuation according to the rules of the Public School Retirement System (PSERS).

I. Employment of retired teachers pursuant to this Section is subject to the continued emergency declaration as required by Act 63 of 2004.

### ***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.

Credit for faculty dining rooms will be realized on current revenues of the year earned and will be credited by the formula indicated in the May 26, 1993 "New Classification Formula." The grandfathering of the faculty rating will end after the classification rating for the June 2000 bid.

### ***Food Services — Special Service Manager***

This will confirm the elimination of the position of Special Service Manager and the reclassification of incumbent employees to Food Service Manager IV Category. This action will allow the Special Service manager incumbents to be



added to the end of the Manager IV seniority list in their current Special Service Manager seniority order.

### ***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. There will be a minimum of three (3) managers per school year who shall be selected, however, 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 holi-

days” 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/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.

## ***Incentive Schools***

For the 2009-2010 school year, each teacher on the staff of a school on the Incentive Schools List in 2009-2010 shall receive tuition reimbursement of up to six (6) credits, at the rate of \$400 per credit to a maximum of \$2,400.

For the 2009-2010 school year, teachers on the staff of schools on the Incentive School List in 2009-2010 who have attained a Masters +30 and beyond shall have the option of receiving tuition reimbursement or three (3) additional personal leave days in the 2009-2010 school year to be placed in a frozen leave bank payable at retirement or resignation.

### ***Savings Clause***

The consolidation of contract language covering CELC, 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.

## **SALARY SCHEDULES**

**Teachers  
Hired Prior to September 1, 2003**

**Teacher, Apprentice Teacher, Pre-Professional Teacher, Dental Hygienist & Therapist,  
School Nurse and Nurse Practitioner**

<b>Bachelor's or Equivalent</b>				<b>Master's or Equivalent</b>			
<b>Step</b>	<b>3/15/09</b>	<b>9/1/10</b>	<b>1/1/12</b>	<b>Step</b>	<b>3/15/09</b>	<b>9/1/10</b>	<b>1/1/12</b>
01	40,870	42,096	43,358	01	41,656	42,905	44,193
02	40,870	42,096	43,358	02	41,656	42,905	44,193
03	41,813	43,068	44,360	03	42,756	44,039	45,360
04	42,756	44,039	45,360	04	44,013	45,334	46,694
05	44,564	45,901	47,278	05	46,136	47,520	48,945
06	48,179	49,625	51,113	06	50,222	51,729	53,281
07	51,244	52,781	54,365	07	53,286	54,884	56,531
08	54,152	55,777	57,450	08	56,115	57,798	59,532
09	56,747	58,449	60,203	09	58,787	60,551	62,368
10	59,260	61,038	62,869	10	61,383	63,224	65,121
11	63,819	65,733	67,705	11	72,072	74,235	76,462

<b>Master's + 30</b>				<b>Doctorate</b>			
<b>Step</b>	<b>3/15/09</b>	<b>9/1/10</b>	<b>1/1/12</b>	<b>Step</b>	<b>3/15/09</b>	<b>9/1/10</b>	<b>1/1/12</b>
01	42,441	43,714	45,026	01	43,228	44,525	45,861
02	42,441	43,714	45,026	02	43,228	44,525	45,861
03	43,228	44,525	45,861	03	44,799	46,143	47,527
04	46,766	48,169	49,615	04	48,889	50,355	51,866
05	49,200	50,676	52,197	05	51,953	53,512	55,117
06	53,759	55,372	57,033	06	56,824	58,529	60,285
07	56,982	58,692	60,453	07	60,128	61,931	63,789
08	59,890	61,686	63,537	08	63,034	64,925	66,872
09	62,559	64,436	66,369	09	65,706	67,678	69,708
10	65,234	67,191	69,207	10	68,377	70,428	72,541
11	78,595	80,953	83,381	11	81,737	84,189	86,715

<b>Senior Career Teacher</b>				<b>Transition Support Tutor - 10 Month</b>			
<b>Step</b>	<b>3/15/09</b>	<b>9/1/10</b>	<b>1/1/12</b>	<b>Step</b>	<b>3/15/09</b>	<b>9/1/10</b>	<b>1/1/12</b>
01	84,882	87,428	90,051	01	33,525	34,531	35,567

\* \* \* \* \*

**Special Education Teacher, Apprentice Teacher and Pre-Professional Teacher**

<b>Bachelor's or Equivalent</b>				<b>Master's or Equivalent</b>			
<b>Step</b>	<b>3/15/09</b>	<b>9/1/10</b>	<b>1/1/12</b>	<b>Step</b>	<b>3/15/09</b>	<b>9/1/10</b>	<b>1/1/12</b>
01	41,656	42,905	44,193	01	42,441	43,714	45,026
02	41,656	42,905	44,193	02	42,441	43,714	45,026
03	42,599	43,877	45,194	03	43,542	44,848	46,194
04	43,542	44,848	46,194	04	44,799	46,143	47,527
05	45,742	47,115	48,528	05	47,314	48,733	50,195
06	49,357	50,837	52,362	06	51,404	52,946	54,534
07	52,422	53,995	55,615	07	54,468	56,102	57,786
08	55,331	56,991	58,700	08	57,297	59,016	60,787
09	57,924	59,662	61,452	09	59,970	61,769	63,622
10	60,440	62,254	64,121	10	62,559	64,436	66,369
11	63,819	65,733	67,705	11	72,072	74,235	76,462

**Special Education Teacher, Apprentice Teacher and Pre-Professional Teacher**

<b>Master's + 30</b>				<b>Doctorate</b>			
<b>Step</b>	<b>3/15/09</b>	<b>9/1/10</b>	<b>1/1/12</b>	<b>Step</b>	<b>3/15/09</b>	<b>9/1/10</b>	<b>1/1/12</b>
01	43,228	44,525	45,861	01	44,013	45,334	46,694
02	43,228	44,525	45,861	02	44,013	45,334	46,694
03	44,013	45,334	46,694	03	45,583	46,950	48,359
04	47,551	48,977	50,446	04	49,672	51,162	52,697
05	50,379	51,890	53,447	05	53,130	54,724	56,366
06	54,939	56,587	58,284	06	58,002	59,742	61,535
07	58,160	59,905	61,702	07	61,304	63,143	65,037
08	61,066	62,898	64,785	08	64,213	66,139	68,124
09	63,740	65,652	67,621	09	66,887	68,893	70,960
10	66,413	68,406	70,458	10	69,559	71,646	73,796
11	78,595	80,953	83,381	11	81,737	84,189	86,715

\* \* \* \* \*

**Teachers Hired On or After September 1, 2003****Teacher, Apprentice Teacher, Pre-Professional Teacher, Dental Hygienist & Therapist, School Nurse and Nurse Practitioner**

<b>Bachelor's or Equivalent</b>				<b>Master's or Equivalent</b>			
<b>Step</b>	<b>3/15/09</b>	<b>9/1/10</b>	<b>1/1/12</b>	<b>Step</b>	<b>3/15/09</b>	<b>9/1/10</b>	<b>1/1/12</b>
01	42,756	44,039	45,360	01	44,013	45,334	46,694
02	44,564	45,901	47,278	02	46,136	47,520	48,945
03	48,179	49,625	51,113	03	50,222	51,729	53,281
04	51,244	52,781	54,365	04	53,286	54,884	56,531
05	54,152	55,777	57,450	05	56,115	57,798	59,532
06	56,747	58,449	60,203	06	58,787	60,551	62,368
07	59,260	61,038	62,869	07	61,383	63,224	65,121
08	60,369	62,180	64,045	08	63,897	65,814	67,788
09	61,497	63,341	65,242	09	66,514	68,509	70,565
10	62,646	64,526	66,462	10	69,237	71,314	73,454
11	63,819	65,733	67,705	11	72,072	74,235	76,462

<b>Master's + 30</b>				<b>Doctorate</b>			
<b>Step</b>	<b>3/15/09</b>	<b>9/1/10</b>	<b>1/1/12</b>	<b>Step</b>	<b>3/15/09</b>	<b>9/1/10</b>	<b>1/1/12</b>
01	46,766	48,169	49,615	01	48,889	50,355	51,866
02	49,200	50,676	52,197	02	51,953	53,512	55,117
03	53,759	55,372	57,033	03	56,824	58,529	60,285
04	56,982	58,692	60,453	04	60,128	61,931	63,789
05	59,890	61,686	63,537	05	63,034	64,925	66,872
06	62,559	64,436	66,369	06	65,706	67,678	69,708
07	65,234	67,191	69,207	07	68,377	70,428	72,541
08	68,344	70,394	72,506	08	71,496	73,641	75,850
09	71,603	73,751	75,964	09	74,760	77,003	79,313
10	75,017	77,268	79,586	10	78,172	80,517	82,932
11	78,595	80,953	83,381	11	81,737	84,189	86,715

**Teacher, Apprentice Teacher, Pre-Professional Teacher, Dental Hygienist & Therapist, School Nurse and Nurse Practitioner**

**Senior Career Teacher**

Step	3/15/09	9/1/10	1/1/12
01	84,882	87,428	90,051

\* \* \* \* \*

**Special Education Teacher, Apprentice Teacher and Pre-Professional Teacher**

**Bachelor's or Equivalent**

**Master's or Equivalent**

Step	3/15/09	9/1/10	1/1/12	Step	3/15/09	9/1/10	1/1/12
01	43,542	44,848	46,194	01	44,799	46,143	47,527
02	45,742	47,115	48,528	02	47,314	48,733	50,195
03	49,357	50,837	52,362	03	51,404	52,946	54,534
04	52,422	53,995	55,615	04	54,468	56,102	57,786
05	55,331	56,991	58,700	05	57,297	59,016	60,787
06	57,924	59,662	61,452	06	59,970	61,769	63,622
07	60,440	62,254	64,121	07	62,559	64,436	66,369
08	61,267	63,105	64,998	08	64,813	66,757	68,760
09	62,107	63,970	65,889	09	67,148	69,163	71,237
10	62,957	64,845	66,791	10	69,566	71,653	73,802
11	63,819	65,733	67,705	11	72,072	74,235	76,462

**Master's + 30**

**Doctorate**

Step	3/15/09	9/1/10	1/1/12	Step	3/15/09	9/1/10	1/1/12
01	47,551	48,977	50,446	01	49,672	51,162	52,697
02	50,379	51,890	53,447	02	53,130	54,724	56,366
03	54,939	56,587	58,284	03	58,002	59,742	61,535
04	58,160	59,905	61,702	04	61,304	63,143	65,037
05	61,066	62,898	64,785	05	64,213	66,139	68,124
06	63,740	65,652	67,621	06	66,887	68,893	70,960
07	66,413	68,406	70,458	07	69,559	71,646	73,796
08	69,269	71,347	73,488	08	72,423	74,595	76,833
09	72,247	74,415	76,647	09	75,404	77,666	79,996
10	75,355	77,615	79,944	10	78,507	80,862	83,288
11	78,595	80,953	83,381	11	81,737	84,189	86,715

**Senior Career Teacher**

Step	3/15/09	9/1/10	1/1/12
01	84,882	87,428	90,051



**Demonstration Teacher - Hired Prior to September 1, 2003**

<b>Bachelor's or Equivalent</b>			<b>Master's or Equivalent</b>				
<b>Step</b>	<b>3/15/09</b>	<b>9/1/10</b>	<b>1/1/12</b>	<b>Step</b>	<b>3/15/09</b>	<b>9/1/10</b>	<b>1/1/12</b>
01	41,656	42,906	44,193	01	42,837	44,122	45,445
02	41,656	42,906	44,193	02	42,837	44,122	45,445
03	42,599	43,877	45,194	03	43,936	45,254	46,612
04	43,542	44,848	46,193	04	45,192	46,548	47,944
05	45,899	47,276	48,695	05	47,470	48,894	50,361
06	49,515	51,001	52,531	06	51,559	53,106	54,699
07	52,659	54,239	55,866	07	54,703	56,344	58,034
08	55,567	57,234	58,951	08	57,610	59,338	61,118
09	58,160	59,905	61,702	09	60,204	62,010	63,870
10	60,754	62,576	64,454	10	62,877	64,764	66,707
11	65,313	67,272	69,291	11	73,485	75,690	77,961

**Master's + 30**

<b>Master's + 30</b>			<b>Doctorate</b>				
<b>Step</b>	<b>3/15/09</b>	<b>9/1/10</b>	<b>1/1/12</b>	<b>Step</b>	<b>3/15/09</b>	<b>9/1/10</b>	<b>1/1/12</b>
01	43,623	44,931	46,279	01	44,405	45,737	47,109
02	43,623	44,931	46,279	02	44,405	45,737	47,109
03	44,405	45,737	47,109	03	45,979	47,359	48,780
04	47,944	49,382	50,864	04	50,066	51,568	53,115
05	50,536	52,052	53,613	05	53,211	54,807	56,451
06	55,171	56,826	58,531	06	58,160	59,905	61,702
07	58,396	60,148	61,952	07	61,542	63,388	65,290
08	61,383	63,224	65,121	08	64,528	66,464	68,458
09	63,978	65,897	67,874	09	67,122	69,135	71,209
10	66,647	68,647	70,706	10	69,791	71,885	74,042
11	80,008	82,408	84,881	11	83,152	85,647	88,216

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**Demonstration Teacher - Hired On or After September 1, 2003**

<b>Bachelor's or Equivalent</b>			<b>Master's or Equivalent</b>				
<b>Step</b>	<b>3/15/09</b>	<b>9/1/10</b>	<b>1/1/12</b>	<b>Step</b>	<b>3/15/09</b>	<b>9/1/10</b>	<b>1/1/12</b>
01	43,542	44,848	46,193	01	45,192	46,548	47,944
02	45,899	47,276	48,695	02	47,470	48,894	50,361
03	49,515	51,001	52,531	03	51,559	53,106	54,699
04	52,659	54,239	55,866	04	54,703	56,344	58,034
05	55,567	57,234	58,951	05	57,610	59,338	61,118
06	58,160	59,905	61,702	06	60,204	62,010	63,870
07	60,754	62,576	64,454	07	62,877	64,764	66,707
08	61,863	63,719	65,631	08	65,376	67,338	69,358
09	62,993	64,883	66,829	09	67,974	70,014	72,114
10	64,142	66,066	68,048	10	70,676	72,797	74,981
11	65,313	67,272	69,291	11	73,485	75,690	77,961

**Demonstration Teacher - Hired On or After September 1, 2003**

<b>Master's + 30</b>				<b>Doctorate</b>			
<b>Step</b>	<b>3/15/09</b>	<b>9/1/10</b>	<b>1/1/12</b>	<b>Step</b>	<b>3/15/09</b>	<b>9/1/10</b>	<b>1/1/12</b>
01	47,944	49,382	50,864	01	50,066	51,568	53,115
02	50,536	52,052	53,613	02	53,211	54,807	56,451
03	55,171	56,826	58,531	03	58,160	59,905	61,702
04	58,396	60,148	61,952	04	61,542	63,388	65,290
05	61,383	63,224	65,121	05	64,528	66,464	68,458
06	63,978	65,897	67,874	06	67,122	69,135	71,209
07	66,647	68,647	70,706	07	69,791	71,885	74,042
08	69,763	71,856	74,012	08	72,915	75,103	77,356
09	73,024	75,214	77,471	09	76,178	78,463	80,817
10	76,436	78,729	81,091	10	79,589	81,977	84,436
11	80,008	82,408	84,881	11	83,152	85,647	88,216

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**Demonstration Teacher, Special Education - Hired Prior to September 1, 2003**

<b>Bachelor's or Equivalent</b>				<b>Master's or Equivalent</b>			
<b>Step</b>	<b>3/15/09</b>	<b>9/1/10</b>	<b>1/1/12</b>	<b>Step</b>	<b>3/15/09</b>	<b>9/1/10</b>	<b>1/1/12</b>
01	42,441	43,715	45,026	01	43,623	44,931	46,279
02	42,441	43,715	45,026	02	43,623	44,931	46,279
03	43,386	44,687	46,028	03	44,721	46,063	47,445
04	44,327	45,657	47,026	04	45,979	47,359	48,780
05	47,078	48,490	49,945	05	48,653	50,113	51,616
06	50,694	52,215	53,781	06	52,737	54,319	55,949
07	53,840	55,455	57,119	07	55,878	57,555	59,281
08	56,747	58,449	60,202	08	58,787	60,551	62,367
09	59,339	61,119	62,953	09	61,383	63,224	65,121
10	61,934	63,792	65,706	10	64,055	65,976	67,956
11	65,313	67,272	69,291	11	73,485	75,690	77,961

<b>Master's + 30</b>				<b>Doctorate</b>			
<b>Step</b>	<b>3/15/09</b>	<b>9/1/10</b>	<b>1/1/12</b>	<b>Step</b>	<b>3/15/09</b>	<b>9/1/10</b>	<b>1/1/12</b>
01	44,405	45,737	47,109	01	45,192	46,548	47,944
02	44,405	45,737	47,109	02	45,192	46,548	47,944
03	45,192	46,548	47,944	03	46,767	48,170	49,615
04	48,728	50,190	51,696	04	50,851	52,376	53,948
05	51,714	53,265	54,863	05	54,389	56,021	57,701
06	56,353	58,044	59,785	06	59,339	61,119	62,953
07	59,575	61,363	63,203	07	62,720	64,602	66,540
08	62,559	64,436	66,369	08	65,706	67,677	69,708
09	65,156	67,111	69,124	09	68,301	70,350	72,460
10	67,830	69,865	71,961	10	70,973	73,102	75,295
11	80,008	82,408	84,881	11	83,152	85,647	88,216

**Demonstration Teacher, Special Education - Hired On or After September 1, 2003**

<b>Bachelor's or Equivalent</b>				<b>Master's or Equivalent</b>			
<b>Step</b>	<b>3/15/09</b>	<b>9/1/10</b>	<b>1/1/12</b>	<b>Step</b>	<b>3/15/09</b>	<b>9/1/10</b>	<b>1/1/12</b>
01	44,327	45,657	47,026	01	45,979	47,359	48,780
02	47,078	48,490	49,945	02	48,653	50,113	51,616
03	50,694	52,215	53,781	03	52,737	54,319	55,949
04	53,840	55,455	57,119	04	55,878	57,555	59,281
05	56,747	58,449	60,202	05	58,787	60,551	62,367
06	59,339	61,119	62,953	06	61,383	63,224	65,121
07	61,934	63,792	65,706	07	64,055	65,976	67,956
08	62,763	64,646	66,585	08	66,292	68,280	70,329
09	63,601	65,509	67,475	09	68,607	70,665	72,785
10	64,451	66,384	68,376	10	71,005	73,135	75,329
11	65,313	67,272	69,291	11	73,485	75,690	77,961

<b>Master's + 30</b>				<b>Doctorate</b>			
<b>Step</b>	<b>3/15/09</b>	<b>9/1/10</b>	<b>1/1/12</b>	<b>Step</b>	<b>3/15/09</b>	<b>9/1/10</b>	<b>1/1/12</b>
01	48,728	50,190	51,696	01	50,851	52,376	53,948
02	51,714	53,265	54,863	02	54,389	56,021	57,701
03	56,353	58,044	59,785	03	59,339	61,119	62,953
04	59,575	61,363	63,203	04	62,720	64,602	66,540
05	62,559	64,436	66,369	05	65,706	67,677	69,708
06	65,156	67,111	69,124	06	68,301	70,350	72,460
07	67,830	69,865	71,961	07	70,973	73,102	75,295
08	70,689	72,809	74,994	08	73,839	76,054	78,336
09	73,668	75,878	78,155	09	76,821	79,125	81,499
10	76,773	79,076	81,448	10	79,923	82,321	84,790
11	80,008	82,408	84,881	11	83,152	85,647	88,216

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**Long-Term Substitute Teacher, School Nurse and School Nurse Practitioner**

<b>Step</b>	<b>3/15/09</b>	<b>9/1/10</b>	<b>1/1/12</b>
01	27,351	28,171	29,017
02	28,688	29,548	30,435
03	36,705	37,806	38,940
04	38,198	39,344	40,524
05	41,028	42,259	43,527
06	46,372	47,763	49,196
07	53,130	54,724	56,366

**Department Head**

<b>Master's</b>			<b>Master's + 30</b>				
<b>Step</b>	<b>3/15/09</b>	<b>9/1/10</b>	<b>1/1/12</b>	<b>Step</b>	<b>3/15/09</b>	<b>9/1/10</b>	<b>1/1/12</b>
01	52,737	54,319	55,949	01	55,331	56,991	58,700
02	54,546	56,182	57,867	02	57,217	58,934	60,702
03	65,156	67,110	69,124	03	68,220	70,267	72,375
04	68,691	70,751	72,874	04	71,835	73,990	76,209
05	71,835	73,990	76,209	05	75,059	77,311	79,630
06	84,253	86,781	89,384	06	90,778	93,501	96,306

**Doctorate**

<b>Step</b>	<b>3/15/09</b>	<b>9/1/10</b>	<b>1/1/12</b>
01	58,240	59,987	61,787
02	60,128	61,931	63,789
03	71,362	73,503	75,708
04	74,981	77,230	79,547
05	78,203	80,549	82,966
06	94,628	97,466	100,390

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**School Psychologist - 10 Month**

<b>Step</b>	<b>3/15/09</b>	<b>9/1/10</b>	<b>1/1/12</b>
01	52,266	53,834	55,449
02	55,253	56,910	58,617
03	69,241	71,319	73,458
04	73,801	76,015	78,296
05	89,126	91,800	94,554

**School Psychologist - 12 Month**

<b>Step</b>	<b>3/15/09</b>	<b>9/1/10</b>	<b>1/1/12</b>
01	62,326	64,195	66,121
02	66,017	67,997	70,037
03	82,760	85,243	87,800
04	88,264	90,912	93,639
05	106,656	109,856	113,152

**Case Manager - 12 Month**

<b>Step</b>	<b>3/15/09</b>	<b>9/1/10</b>	<b>1/1/12</b>
01	82,997	85,486	88,051
02	85,828	88,403	91,055
03	88,575	91,233	93,970
04	91,327	94,067	96,889
05	94,157	96,982	99,892
06	96,985	99,895	102,892
07	99,895	102,892	105,978

**Extracurricular Rate**

<b>Step</b>	<b>3/15/09</b>	<b>9/1/10</b>	<b>1/1/12</b>
01	37.58	38.71	39.87

**Staff Development Rate**

<b>Step</b>	<b>3/15/09</b>	<b>9/1/10</b>	<b>1/1/12</b>
01	27.75	28.59	29.45

**Teacher-in-Charge and  
Leader of In-Service Courses**

Step	3/15/09	9/1/10	1/1/12
01	46.06	47.44	48.87

**Twilight Schools**

Step	3/15/09	9/1/10	1/1/12
01	37.58	38.71	39.87
02	38.93	40.10	41.30
03	41.21	42.45	43.72

**Summer School Teacher**

**Summer School Nurse**

Step	3/15/09	9/1/10	1/1/12	Step	3/15/09	9/1/10	1/1/12
01	34.61	35.65	36.72	01	36.53	37.62	38.75
02	35.67	36.74	37.84	02	37.71	38.84	40.01
03	37.75	38.88	40.05	03	39.77	40.97	42.20
04	38.94	40.11	41.31	04	41.09	42.32	43.59
05	39.68	40.87	42.09	05	41.89	43.15	44.45
06	42.83	44.11	45.43	06	42.83	44.11	45.43
07	43.77	45.08	46.43	07	43.77	45.08	46.43
08	45.63	47.00	48.41	08	45.63	47.00	48.41
09	46.48	47.87	49.31	09	46.48	47.87	49.31
10	48.05	49.50	50.98	10	48.05	49.50	50.98
11	48.05	49.50	50.98	11	48.05	49.50	50.98

**Summer School Department Head**

Step	3/15/09	9/1/10	1/1/12
01	55.12	56.77	58.48

**Summer Programs**

Step	3/15/09	9/1/10	1/1/12
01	38.93	40.10	41.30

Department Chairperson, Physical Education -  
Hired Prior to September 1, 2003

Bachelor's				Master's			
Step	3/15/09	9/1/10	1/1/12	Step	3/15/09	9/1/10	1/1/12
01	40,870	42,096	43,359	01	41,656	42,906	44,193
02	40,870	42,096	43,359	02	41,656	42,906	44,193
03	41,813	43,068	44,360	03	42,755	44,038	45,359
04	42,755	44,038	45,359	04	44,014	45,334	46,694
05	44,564	45,901	47,278	05	46,135	47,520	48,945
06	48,179	49,624	51,113	06	50,223	51,729	53,281
07	51,244	52,781	54,365	07	53,285	54,884	56,531
08	54,153	55,777	57,451	08	56,115	57,799	59,533
09	56,747	58,449	60,202	09	58,787	60,551	62,367
10	59,260	61,038	62,869	10	61,383	63,224	65,121
11	63,819	65,733	67,705	11	72,072	74,234	76,461
12	67,875	69,911	72,008	12	76,126	78,410	80,762
13	71,928	74,086	76,309	13	80,182	82,587	85,065

Master's + 30				Doctorate			
Step	3/15/09	9/1/10	1/1/12	Step	3/15/09	9/1/10	1/1/12
01	42,441	43,715	45,026	01	43,229	44,525	45,861
02	42,441	43,715	45,026	02	43,229	44,525	45,861
03	43,229	44,525	45,861	03	44,799	46,143	47,527
04	46,767	48,170	49,615	04	48,888	50,355	51,866
05	49,200	50,676	52,197	05	51,953	53,512	55,117
06	53,760	55,372	57,034	06	56,824	58,528	60,284
07	56,983	58,692	60,453	07	60,128	61,931	63,789
08	59,889	61,686	63,537	08	63,033	64,924	66,872
09	62,559	64,436	66,369	09	65,706	67,677	69,708
10	65,234	67,191	69,207	10	68,377	70,428	72,541
11	78,595	80,953	83,381	11	81,737	84,189	86,714
12	82,649	85,128	87,682	12	85,795	88,369	91,020
13	86,705	89,306	91,985	13	89,847	92,542	95,318

Senior Career Teacher

Step	3/15/09	9/1/10	1/1/12
01	84,882	87,428	90,051

**Department Chairperson, Physical Education -  
Hired On or After September 1, 2003**

<b>Bachelor's</b>				<b>Master's</b>			
<b>Step</b>	<b>3/15/09</b>	<b>9/1/10</b>	<b>1/1/12</b>	<b>Step</b>	<b>3/15/09</b>	<b>9/1/10</b>	<b>1/1/12</b>
01	42,755	44,038	45,359	01	44,014	45,334	46,694
02	44,564	45,901	47,278	02	46,135	47,520	48,945
03	48,179	49,624	51,113	03	50,223	51,729	53,281
04	51,244	52,781	54,365	04	53,285	54,884	56,531
05	54,153	55,777	57,451	05	56,115	57,799	59,533
06	56,747	58,449	60,202	06	58,787	60,551	62,367
07	59,260	61,038	62,869	07	61,383	63,224	65,121
08	63,819	65,733	67,705	08	72,072	74,234	76,461
09	67,875	69,911	72,008	09	76,126	78,410	80,762
10	68,866	70,932	73,060	10	77,120	79,434	81,817
11	69,871	71,968	74,127	11	78,126	80,470	82,884
12	70,892	73,018	75,209	12	79,147	81,522	83,967
13	71,928	74,086	76,309	13	80,182	82,587	85,065

<b>Master's + 30</b>				<b>Doctorate</b>			
<b>Step</b>	<b>3/15/09</b>	<b>9/1/10</b>	<b>1/1/12</b>	<b>Step</b>	<b>3/15/09</b>	<b>9/1/10</b>	<b>1/1/12</b>
01	46,767	48,170	49,615	01	48,888	50,355	51,866
02	49,200	50,676	52,197	02	51,953	53,512	55,117
03	53,760	55,372	57,034	03	56,824	58,528	60,284
04	56,983	58,692	60,453	04	60,128	61,931	63,789
05	59,889	61,686	63,537	05	63,033	64,924	66,872
06	62,559	64,436	66,369	06	65,706	67,677	69,708
07	65,234	67,191	69,207	07	68,377	70,428	72,541
08	78,595	80,953	83,381	08	81,737	84,189	86,714
09	82,649	85,128	87,682	09	85,795	88,369	91,020
10	83,644	86,153	88,738	10	86,790	89,394	92,076
11	84,653	87,192	89,808	11	87,797	90,431	93,144
12	85,672	88,242	90,890	12	88,816	91,480	94,225
13	86,705	89,306	91,985	13	89,847	92,542	95,318

**Senior Career Teacher**

<b>Step</b>	<b>3/15/09</b>	<b>9/1/10</b>	<b>1/1/12</b>
01	84,882	87,428	90,051

**Middle School Athletic Salaries**

<b>Position</b>	<b>3/15/09</b>	<b>9/1/10</b>	<b>1/1/12</b>
<b>Basketball</b>			
Coach	2,503	2,578	2,656
<b>Gymnastics</b>			
Coach	2,503	2,578	2,656
<b>Soccer</b>			
Coach	2,503	2,578	2,656
<b>Softball</b>			
Coach	2,503	2,578	2,656
<b>Swimming</b>			
Coach	2,503	2,578	2,656
<b>Track &amp; Field</b>			
Coach	2,503	2,578	2,656

**Intramural**

<b>Position</b>	<b>3/15/09</b>	<b>9/1/10</b>	<b>1/1/12</b>
Per Hour Teacher	37.59	38.72	39.88

**High School Athletic Salaries**

<b>Position</b>	<b>3/15/09</b>	<b>9/1/10</b>	<b>1/1/12</b>
<b>Archery</b>			
Coach	2,783	2,866	2,952
<b>Badminton</b>			
Coach	2,783	2,866	2,952
<b>Baseball</b>			
Head Coach	5,820	5,994	6,174
First Assistant	4,172	4,298	4,426
Second Assistant	3,037	3,128	3,222
<b>Basketball</b>			
Head Coach	6,682	6,883	7,089
First Assistant	4,172	4,298	4,426
Second Assistant	3,037	3,128	3,222
<b>Bowling</b>			
Coach	2,783	2,866	2,952
<b>Cheerleading</b>			
Fall	2,783	2,866	2,952
Winter	2,783	2,866	2,952
<b>Crew</b>			
Head Coach	5,820	5,994	6,174
First Assistant	4,172	4,298	4,426
Second Assistant	3,037	3,128	3,222
<b>Cross Country</b>			
Head Coach	4,172	4,298	4,426
First Assistant	3,037	3,128	3,222
<b>Fencing</b>			
Coach	2,783	2,866	2,952



**High School Athletic Salaries (continued)**

<b>Position</b>	<b>3/15/09</b>	<b>9/1/10</b>	<b>1/1/12</b>
<b>Field Hockey</b>			
Head Coach	5,820	5,994	6,174
First Assistant	4,172	4,298	4,426
Second Assistant	3,037	3,128	3,222
<b>Football</b>			
Head Coach	7,792	8,026	8,266
First Assistant	5,254	5,412	5,574
Second Assistant	5,254	5,412	5,574
Third Assistant	4,143	4,268	4,396
Fourth Assistant	4,143	4,268	4,396
Fifth Assistant	4,143	4,268	4,396
<b>Golf</b>			
Coach	2,783	2,866	2,952
<b>Gymnastics</b>			
Head Coach	5,009	5,159	5,314
First Assistant	2,783	2,866	2,952
<b>Indoor Track</b>			
Coach	5,009	5,159	5,314
<b>Riflery</b>			
Coach	2,783	2,866	2,952
<b>Soccer</b>			
Coach	5,820	5,994	6,174
First Assistant	4,172	4,298	4,426
Second Assistant	3,037	3,128	3,222
<b>Softball</b>			
Head Coach	5,820	5,994	6,174
First Assistant	4,172	4,298	4,426
Second Assistant	3,037	3,128	3,222
<b>Swimming</b>			
Coach	4,172	4,298	4,426
<b>Table Tennis</b>			
Coach	2,783	2,866	2,952
<b>Tennis</b>			
Coach	4,172	4,298	4,426
<b>Track</b>			
Head Coach	5,820	5,994	6,174
First Assistant	4,172	4,298	4,426
Second Assistant	3,037	3,128	3,222
<b>Volleyball</b>			
Head Coach	5,820	5,994	6,174
First Assistant	4,172	4,298	4,426
Second Assistant	3,037	3,128	3,222
<b>Wrestling</b>			
Head Coach	5,820	5,994	6,174
First Assistant	4,172	4,298	4,426
Second Assistant	3,037	3,128	3,222

**Non-Teaching Assistants**

<b>Non-Teaching Assistant - 10 Month</b>				<b>Lead Non-Teaching Assistant - 10 Month</b>			
Step	3/15/09	9/1/10	1/1/12	Step	3/15/09	9/1/10	1/1/12
01	19,415	19,998	20,598	01	20,986	21,615	22,264
02	20,592	21,209	21,846	02	22,243	22,911	23,598
03	25,230	25,987	26,766	03	27,192	28,008	28,848
04	26,643	27,442	28,265	04	28,609	29,467	30,351
05	27,902	28,739	29,601	05	29,787	30,680	31,601
06	31,436	32,380	33,351	06	33,481	34,486	35,520
07	33,404	34,406	35,439	07	35,605	36,673	37,773
08	39,454	40,638	41,857	08	41,577	42,824	44,109

**Long-Term Substitute Non-Teaching Assistant - 10 Month**

Step	3/15/09	9/1/10	1/1/12
01	19,415	19,998	20,598
02	20,592	21,209	21,846
03	32,776	33,759	34,772

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**Secretaries**

<b>Secretary - 10 Month</b>				<b>Secretary - 12 Month</b>			
Step	3/15/09	9/1/10	1/1/12	Step	3/15/09	9/1/10	1/1/12
01	21,848	22,504	23,179	01	27,825	28,660	29,520
02	23,344	24,044	24,765	02	29,787	30,680	31,601
03	24,757	25,499	26,264	03	31,754	32,706	33,687
04	28,137	28,981	29,851	04	36,154	37,239	38,356
05	30,339	31,249	32,186	05	38,905	40,072	41,274
06	36,548	37,645	38,774	06	46,609	48,007	49,447

<b>Secretary III - 10 Month</b>				<b>Secretary III - 12 Month</b>			
Step	3/15/09	9/1/10	1/1/12	Step	3/15/09	9/1/10	1/1/12
01	25,857	26,632	27,431	01	33,166	34,161	35,186
02	27,035	27,846	28,681	02	34,898	35,944	37,023
03	28,609	29,467	30,351	03	36,625	37,724	38,856
04	30,495	31,410	32,352	04	39,141	40,315	41,524
05	32,223	33,189	34,185	05	41,421	42,664	43,944
06	39,927	41,125	42,358	06	50,851	52,376	53,948

**Executive Secretary - 12 Month**

Step	3/15/09	9/1/10	1/1/12
01	33,324	34,324	35,353
02	34,975	36,024	37,105
03	36,625	37,724	38,856
04	39,141	40,315	41,524
05	41,421	42,664	43,944
06	50,851	52,376	53,948

**Pay Grade 8 - Messenger  
Junior Clerk**

Step	3/15/09	9/1/10	1/1/12
01	18,706	19,268	19,846
02	19,493	20,077	20,680
03	23,423	24,126	24,849
04	24,836	25,581	26,348
05	26,015	26,796	27,599
06	33,873	34,890	35,936

**Pay Grade 13 - Clerk, Clerk Receptionist,  
Telephone Operator**

Step	3/15/09	9/1/10	1/1/12
01	21,930	22,588	23,265
02	22,873	23,560	24,266
03	27,665	28,495	29,350
04	29,316	30,195	31,101
05	30,888	31,815	32,769
06	39,299	40,478	41,692

**Pay Grade 14 - Accounting Clerk,  
Keypunch Operator, Treasury Clerk**

Step	3/15/09	9/1/10	1/1/12
01	27,825	28,660	29,520
02	29,787	30,680	31,601
03	31,754	32,706	33,687
04	36,154	37,239	38,356
05	38,905	40,073	41,275
06	46,609	48,007	49,447

**Pay Grade 15 - Intermediate Clerk**

Step	3/15/09	9/1/10	1/1/12
01	23,578	24,286	25,014
02	24,520	25,256	26,013
03	29,552	30,439	31,352
04	31,360	32,301	33,270
05	32,931	33,919	34,936
06	41,421	42,664	43,944

**Pay Grade 17 - Sup. Mail, Personnel,  
Data Control, Purchase Clerk,  
Workers' Compensation Clerk,  
Customer Service Representative,  
Safe and Bully Helpline Specialist**

Step	3/15/09	9/1/10	1/1/12
01	25,075	25,827	26,602
02	26,250	27,037	27,848
03	31,829	32,784	33,768
04	33,873	34,890	35,936
05	35,839	36,914	38,022
06	44,722	46,063	47,445

**Pay Grade 18 - Senior Payroll Clerk,  
Machine Accounting Clerk,  
Senior Clerk & Expeditor I**

Step	3/15/09	9/1/10	1/1/12
01	25,465	26,229	27,015
02	26,881	27,687	28,518
03	32,854	33,839	34,855
04	35,130	36,184	37,269
05	37,335	38,455	39,608
06	46,609	48,007	49,447

**Pay Grade 19 - Machine  
Accounting Specialist, Bookkeeper,  
Senior Purchase Clerk**

Step	3/15/09	9/1/10	1/1/12
01	26,175	26,960	27,769
02	27,588	28,415	29,268
03	33,562	34,569	35,606
04	35,921	36,998	38,108
05	38,116	39,259	40,437
06	47,393	48,815	50,279

**Pay Grade 20 - Senior Personnel Clerk,  
Computer Operator I, Mail Clerk,  
Supervisor, Payroll Audit Clerk, Statistical  
Clerk, Workers' Compensation Clerk II,  
Helpline Specialist, Retirement Technician,  
Employee Benefits Customer Service  
Representative**

Step	3/15/09	9/1/10	1/1/12
01	27,665	28,495	29,350
02	29,081	29,953	30,852
03	35,291	36,349	37,440
04	37,726	38,857	40,023
05	40,005	41,205	42,441
06	49,357	50,837	52,362

<b>Pay Grade 21 - Budget Operations Assistant, Title I Compliance Assistant</b>				<b>Pay Grade 22 - Treasury Clerk, Senior, Regional Ombudsman</b>			
Step	3/15/09	9/1/10	1/1/12	Step	3/15/09	9/1/10	1/1/12
01	28,920	29,788	30,681	01	30,180	31,085	32,018
02	30,660	31,580	32,527	02	31,753	32,706	33,687
03	36,359	37,450	38,573	03	38,592	39,750	40,942
04	37,771	38,904	40,071	04	41,262	42,499	43,774
05	43,058	44,350	45,681	05	43,699	45,010	46,360
06	50,421	51,934	53,492	06	53,366	54,967	56,616

<b>Pay Grade 23 - Computer Operator II</b>				<b>Pay Grade 1624 - School Operations Officer - 10 Month; Payroll Specialist</b>			
Step	3/15/09	9/1/10	1/1/12	Step	3/15/09	9/1/10	1/1/12
01	31,519	32,465	33,438	01	31,047	31,978	32,937
02	33,089	34,081	35,104	02	32,776	33,759	34,772
03	40,319	41,528	42,774	03	34,423	35,456	36,519
04	43,148	44,442	45,776	04	36,861	37,967	39,106
05	45,742	47,115	48,528	05	39,061	40,233	41,440
06	55,645	57,314	59,033	06	47,470	48,894	50,361

<b>Summer School, Secretary</b>				<b>Summer School, Senior Secretary</b>			
Step	3/15/09	9/1/10	1/1/12	Step	3/15/09	9/1/10	1/1/12
01	23.55	24.26	24.99	01	25.70	26.47	27.26

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**Paraprofessionals**

<b>Pay Grade 14 - School Based Technology Maintenance Assistant</b>				<b>Pay Grade 17 - Community Builder</b>			
Step	3/15/09	9/1/10	1/1/12	Step	3/15/09	9/1/10	1/1/12
01	27,825	28,660	29,520	01	25,075	25,827	26,602
02	29,787	30,680	31,601	02	26,250	27,037	27,848
03	31,754	32,706	33,687	03	31,829	32,784	33,768
04	36,154	37,239	38,356	04	33,873	34,890	35,936
05	38,905	40,073	41,275	05	35,839	36,914	38,022
06	46,609	48,007	49,447	06	44,722	46,063	47,445

<b>Pay Grade 19 - Production Assistant</b>				<b>Pay Grade 20 - Specifications Assistant, Materials Management; Parent Support Liaison</b>			
Step	3/15/09	9/1/10	1/1/12	Step	3/15/09	9/1/10	1/1/12
01	26,175	26,960	27,769	01	27,665	28,495	29,350
02	27,588	28,416	29,268	02	29,081	29,953	30,852
03	33,562	34,569	35,606	03	35,291	36,349	37,440
04	35,921	36,999	38,109	04	37,726	38,857	40,023
05	38,116	39,259	40,437	05	40,005	41,205	42,441
06	47,393	48,815	50,279	06	49,357	50,837	52,362

**Pay Grade 55 - Audio-Visual Clerk -  
12 Month**

Step	3/15/09	9/1/10	1/1/12
01	23,674	24,384	25,115
02	24,709	25,451	26,214
03	29,709	30,600	31,518
04	31,409	32,351	33,322
05	33,012	34,002	35,022
06	44,610	45,948	47,326

**Pay Grade 256 - Instructional Assistant III  
(60-89 Credits) - Assistant Teacher  
(2 Years College) - 10 Month**

Step	3/15/09	9/1/10	1/1/12
01	19,569	20,156	20,760
02	20,750	21,373	22,014
03	25,386	26,148	26,932
04	26,722	27,524	28,350
05	28,530	29,386	30,268
06	31,988	32,948	33,936
07	40,556	41,772	43,025

**Pay Grade 257 - Instructional Assistant III  
(90 Credits and Over), Assistant Teacher  
(3 Years College) - 10 Month**

Step	3/15/09	9/1/10	1/1/12
01	20,592	21,209	21,846
02	21,773	22,426	23,099
03	26,566	27,363	28,184
04	27,902	28,739	29,601
05	29,630	30,519	31,435
06	33,248	34,245	35,273
07	42,205	43,471	44,776

**Pay Grade 502 - Teacher Assistant,  
Kindergarten Assistant, Classroom  
Assistant, Instructional Assistant I -  
10 Month**

Step	3/15/09	9/1/10	1/1/12
01	13,599	14,007	14,427
02	14,069	14,491	14,926
03	16,897	17,404	17,926
04	17,919	18,457	19,010
05	18,863	19,429	20,011
06	27,825	28,660	29,520

**Pay Grade 503 - CAI Monitor, Title I  
Non-public School**

Step	3/15/09	9/1/10	1/1/12
01	11,869	12,225	12,592
02	12,342	12,713	13,094
03	14,855	15,301	15,760
04	15,720	16,191	16,677
05	16,505	17,000	17,510
06	22,321	22,990	23,680

**Pay Grade 504 - Classroom Assistant -  
Autistic Support/Emotional Support,  
Classroom Assistant - Life Skills Support/  
Multiple Handicap - 10 Month**

Step	3/15/09	9/1/10	1/1/12
01	13,912	14,329	14,759
02	14,383	14,814	15,259
03	17,214	17,731	18,263
04	18,234	18,781	19,344
05	19,177	19,752	20,344
06	28,137	28,981	29,851

**Pay Grade 506 - Instructional Assistant I  
(Up to 29 Credits) - 10 Month**

Step	3/15/09	9/1/10	1/1/12
01	16,428	16,921	17,428
02	17,056	17,567	18,094
03	20,592	21,209	21,846
04	21,773	22,426	23,099
05	22,793	23,476	24,181
06	32,069	33,031	34,021

**Pay Grade 507 - Laboratory Assistant I -  
10 Month**

Step	3/15/09	9/1/10	1/1/12
01	16,897	17,404	17,926
02	17,606	18,134	18,678
03	21,144	21,779	22,432
04	22,321	22,990	23,680
05	23,423	24,126	24,849
06	32,776	33,759	34,772

**Pay Grade 509 - School Stock Clerk, Instructional Assistant II (30-59 Credits), Computer Lab Assistant - 10 Month**

Step	3/15/09	9/1/10	1/1/12
01	17,999	18,539	19,096
02	18,626	19,185	19,761
03	22,481	23,155	23,850
04	23,735	24,447	25,180
05	24,916	25,664	26,434
06	34,347	35,377	36,439

**Pay Grade 512 - Library Instructional Materials Assistant, Laboratory Assistant II, Shop Training Assistant, Audio Visual Clerk - 10 Month**

Step	3/15/09	9/1/10	1/1/12
01	19,729	20,321	20,931
02	20,592	21,209	21,846
03	24,757	25,499	26,264
04	26,175	26,960	27,769
05	27,508	28,334	29,184
06	37,175	38,290	39,439

**Pay Grade 513 - School Community Coordinator - 10 Month**

Step	3/15/09	9/1/10	1/1/12
01	20,515	21,130	21,764
02	21,379	22,020	22,681
03	25,857	26,632	27,431
04	27,429	28,252	29,099
05	28,920	29,788	30,682
06	38,749	39,911	41,108

**Pay Grade 514 - Counselor Assistant (Spanish Speaking), School Community Liaison - 10 Month**

Step	3/15/09	9/1/10	1/1/12
01	21,299	21,938	22,596
02	22,243	22,911	23,598
03	26,802	27,607	28,435
04	28,373	29,224	30,101
05	29,942	30,840	31,766
06	39,848	41,043	42,274

**Pay Grade 526 - Deaf/Hard of Hearing Interpreter - 10 Month**

Step	3/15/09	9/1/10	1/1/12
01	33,639	34,648	35,687
02	35,291	36,349	37,440
03	42,992	44,281	45,610
04	45,979	47,359	48,780
05	48,728	50,190	51,696
06	60,515	62,331	64,201

**Pay Grade 551 - Parent & Community Ombudsman - 12 Month**

Step	3/15/09	9/1/10	1/1/12
01	28,920	29,788	30,681
02	30,660	31,580	32,527
03	36,359	37,450	38,573
04	37,771	38,904	40,071
05	43,058	44,350	45,680
06	50,421	51,934	53,492

**Pay Grade 1028 - Parent Educator I - 12 Month**

Step	3/15/09	9/1/10	1/1/12
01	27,069	27,881	28,718
02	28,388	29,240	30,117
03	29,711	30,602	31,520
04	31,689	32,640	33,619
05	33,484	34,488	35,523
06	42,160	43,425	44,728

**Pay Grade 1029 - Parent Educator II - 12 Month**

Step	3/15/09	9/1/10	1/1/12
01	31,502	32,447	33,420
02	33,200	34,196	35,222
03	34,804	35,849	36,924
04	37,159	38,274	39,422
05	39,517	40,702	41,923
06	48,761	50,224	51,731

*Salaries Paraprofessionals, Comprehensive Early Learning Centers*

<b>Pay Grade 1512 - Nutrition Field Representative, PKHS</b>				<b>Pay Grade 1513 - Parent Educator I, Coordinator, Parental Involvement Coordinator/Trainer</b>			
Step	3/15/09	9/1/10	1/1/12	Step	3/15/09	9/1/10	1/1/12
01	21,773	22,426	23,099	01	22,556	23,233	23,930
02	22,530	23,205	23,902	02	23,659	24,368	25,099
03	23,449	24,152	24,877	03	24,757	25,499	26,264
04	25,075	25,827	26,602	04	26,407	27,199	28,015
05	26,407	27,199	28,015	05	27,902	28,739	29,601
06	33,402	34,404	35,436	06	35,130	36,184	37,269

<b>Pay Grade 1517 - Parent Educator II - 10 Month</b>				<b>Pay Grade 1551 - Parent &amp; Community Ombudsman - 10 Month; School Improvement Student Advisor - 10 Month</b>			
Step	3/15/09	9/1/10	1/1/12	Step	3/15/09	9/1/10	1/1/12
01	26,250	27,037	27,848	01	24,100	24,823	25,568
02	27,665	28,495	29,350	02	25,551	26,318	27,107
03	29,006	29,876	30,772	03	30,299	31,208	32,144
04	30,966	31,895	32,852	04	31,476	32,420	33,393
05	32,931	33,919	34,936	05	35,882	36,958	38,067
06	40,636	41,855	43,111	06	42,018	43,279	44,577

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**Comprehensive Early Learning Centers**

<b>Teacher &amp; Case Worker, Health Education Specialist, Nutritionist I, II, Social Worker II Certified - Bachelor's - 12 Month</b>				<b>Certified - Master's</b>			
Step	3/15/09	9/1/10	1/1/12	Step	3/15/09	9/1/10	1/1/12
01	49,045	50,517	52,032	01	49,987	51,486	53,031
02	49,045	50,517	52,032	02	49,987	51,486	53,031
03	50,176	51,681	53,232	03	51,305	52,844	54,430
04	51,305	52,844	54,430	04	52,815	54,400	56,032
05	53,478	55,082	56,735	05	55,361	57,022	58,733
06	57,815	59,549	61,336	06	60,266	62,074	63,936
07	55,252	56,910	58,617	07	63,943	65,862	67,838
08	64,982	66,932	68,940	08	67,339	69,359	71,440
09	68,097	70,140	72,244	09	70,545	72,662	74,841
10	71,113	73,247	75,444	10	73,661	75,871	78,147
11	76,582	78,880	81,246	11	86,486	89,081	91,753

Comprehensive Early Learning Centers

Teacher & Case Worker, Health Education Specialist, Nutritionist I, II, Social Worker II

Master's + 30				Non-Certified - 12 Month			
Step	3/15/09	9/1/10	1/1/12	Step	3/15/09	9/1/10	1/1/12
01	50,929	52,457	54,030	01	43,196	44,492	45,827
02	50,929	52,457	54,030	02	45,179	46,534	47,930
03	51,874	53,430	55,033	03	47,252	48,670	50,130
04	56,118	57,802	59,536	04	50,083	51,586	53,133
05	59,040	60,811	62,635	05	52,438	54,011	55,631
06	64,511	66,447	68,440	06	57,853	59,589	61,376
07	68,379	70,430	72,543	07	60,454	62,268	64,136
08	71,868	74,024	76,245	08	63,852	65,767	67,740
09	75,071	77,324	79,643	09	66,962	68,971	71,040
10	78,272	80,621	83,039	10	69,978	72,078	74,240
11	94,313	97,143	100,057	11	75,545	77,811	80,145

\* \* \* \* \*

Head Teacher and Lead Teacher - Hired Prior to September 1, 2003

Certified - Bachelor's - 12 Month				Certified - Master's - 12 Month			
Step	3/15/09	9/1/10	1/1/12	Step	3/15/09	9/1/10	1/1/12
01	49,985	51,485	53,030	01	51,212	52,748	54,330
02	49,985	51,485	53,030	02	51,212	52,748	54,330
03	51,087	52,619	54,198	03	52,534	54,110	55,733
04	52,266	53,834	55,449	04	54,043	55,664	57,334
05	55,171	56,826	58,531	05	57,342	59,063	60,835
06	59,576	61,363	63,204	06	62,344	64,214	66,141
07	63,269	65,168	67,123	07	66,117	68,100	70,143
08	66,725	68,727	70,789	08	69,509	71,595	73,743
09	69,873	71,969	74,129	09	72,716	74,897	77,144
10	72,933	75,121	77,374	10	75,828	78,103	80,446
11	78,440	80,793	83,217	11	88,654	91,313	94,053

Master's + 30 - 12 Month				Non-Certified - 12 Month			
Step	3/15/09	9/1/10	1/1/12	Step	3/15/09	9/1/10	1/1/12
01	52,157	53,722	55,333	01	44,327	45,657	47,027
02	52,157	53,722	55,333	02	46,609	48,007	49,447
03	53,099	54,692	56,333	03	48,888	50,355	51,866
04	57,342	59,063	60,835	04	51,714	53,266	54,864
05	61,021	62,852	64,737	05	54,152	55,777	57,450
06	66,588	68,586	70,643	06	58,553	60,309	62,119
07	70,454	72,567	74,744	07	62,249	64,117	66,040
08	74,037	76,258	78,545	08	65,626	67,595	69,623
09	77,150	79,465	81,849	09	68,847	70,913	73,040
10	80,454	82,868	85,354	10	71,913	74,070	76,292
11	96,485	99,380	102,361	11	77,418	79,740	82,132

Senior Career Teacher - 12 Month

Step	3/15/09	9/1/10	1/1/12
01	101,861	104,917	108,064



**Head Teacher and Lead Teacher - Hired On or After September 1, 2003**

<b>Certified - Bachelor's - 12 Month</b>				<b>Certified - Master's - 12 Month</b>			
<b>Step</b>	<b>3/15/09</b>	<b>9/1/10</b>	<b>1/1/12</b>	<b>Step</b>	<b>3/15/09</b>	<b>9/1/10</b>	<b>1/1/12</b>
01	52,266	53,834	55,449	01	54,043	55,664	57,334
02	55,171	56,826	58,531	02	57,342	59,063	60,835
03	59,575	61,363	63,203	03	62,344	64,214	66,141
04	63,269	65,168	67,123	04	66,117	68,100	70,143
05	66,725	68,727	70,789	05	69,509	71,595	73,743
06	69,873	71,970	74,129	06	72,716	74,897	77,144
07	72,933	75,121	77,375	07	75,828	78,103	80,446
08	74,272	76,500	78,795	08	78,848	81,213	83,649
09	75,636	77,905	80,242	09	81,988	84,448	86,981
10	77,023	79,334	81,714	10	85,256	87,814	90,448
11	78,440	80,793	83,217	11	88,654	91,313	94,053

**Master's + 30 - 12 Month**

<b>Step</b>	<b>3/15/09</b>	<b>9/1/10</b>	<b>1/1/12</b>
01	57,342	59,063	60,835
02	61,021	62,852	64,737
03	66,588	68,586	70,643
04	70,454	72,567	74,744
05	74,037	76,258	78,545
06	77,150	79,465	81,849
07	80,454	82,868	85,354
08	84,193	86,719	89,321
09	88,107	90,750	93,472
10	92,200	94,966	97,815
11	96,485	99,380	102,361

**Assistant Teacher - 15-29 Credits - 12 Month**

<b>Step</b>	<b>3/15/09</b>	<b>9/1/10</b>	<b>1/1/12</b>
01	21,848	22,504	23,179
02	23,187	23,882	24,599
03	28,766	29,629	30,518
04	30,339	31,249	32,186
05	32,302	33,271	34,269
06	36,391	37,483	38,607
07	46,766	48,169	49,615

**Assistant Teacher - 30-59 Credits - 12 Month**

<b>Step</b>	<b>3/15/09</b>	<b>9/1/10</b>	<b>1/1/12</b>
01	22,400	23,072	23,764
02	24,051	24,772	25,515
03	29,316	30,195	31,101
04	30,888	31,815	32,769
05	33,012	34,002	35,022
06	37,096	38,209	39,355
07	47,314	48,733	50,195

**Assistant Teacher - 60-89 Credits - 12 Month**

<b>Step</b>	<b>3/15/09</b>	<b>9/1/10</b>	<b>1/1/12</b>
01	23,578	24,285	25,014
02	25,623	26,392	27,184
03	30,495	31,410	32,352
04	32,067	33,029	34,020
05	34,192	35,218	36,274
06	38,355	39,506	40,691
07	48,653	50,112	51,616

**Assistant Teacher - 90 Credits & Over - 12 Month**

<b>Step</b>	<b>3/15/09</b>	<b>9/1/10</b>	<b>1/1/12</b>
01	24,757	25,499	26,264
02	26,092	26,875	27,681
03	31,909	32,866	33,852
04	33,481	34,486	35,520
05	35,604	36,673	37,773
06	39,927	41,125	42,358
07	50,614	52,133	53,697

**Assistant Teacher Part Time -  
Up to 29 Credits - 12 Month**

Step	3/15/09	9/1/10	1/1/12
01	15,560	16,027	16,508
02	16,505	17,000	17,510
03	20,515	21,130	21,764
04	21,692	22,343	23,013
05	23,107	23,800	24,514
06	26,015	26,796	27,599
07	33,324	34,324	35,353

**Assistant Teacher Part Time -  
30-59 Credits - 12 Month**

Step	3/15/09	9/1/10	1/1/12
01	16,034	16,515	17,010
02	17,135	17,649	18,178
03	20,907	21,534	22,180
04	22,083	22,745	23,428
05	23,578	24,285	25,014
06	26,486	27,281	28,100
07	33,798	34,812	35,856

**Assistant Teacher Part Time -  
60-89 Credits - 12 Month**

Step	3/15/09	9/1/10	1/1/12
01	16,817	17,321	17,841
02	18,312	18,862	19,427
03	21,773	22,427	23,099
04	22,873	23,560	24,266
05	24,443	25,176	25,931
06	27,429	28,252	29,100
07	34,739	35,781	36,855

**Assistant Teacher Part Time -  
90 Credits & Over - 12 Month**

Step	3/15/09	9/1/10	1/1/12
01	17,688	18,218	18,765
02	18,706	19,268	19,846
03	22,636	23,315	24,014
04	23,894	24,611	25,349
05	25,386	26,148	26,932
06	28,530	29,386	30,268
07	36,154	37,239	38,356

**Classroom Assistant  
Part Time (5 Hours/Day) - 10 Month**

Step	3/15/09	9/1/10	1/1/12
01	10,384	10,696	11,017
02	10,892	11,219	11,555
03	13,191	13,587	13,995
04	14,037	14,458	14,892
05	14,820	15,265	15,723
06	19,595	20,182	20,788

**Classroom Assistant  
Part Time (5 Hours/Day) - 12 Month**

Step	3/15/09	9/1/10	1/1/12
01	12,498	12,873	13,259
02	13,047	13,438	13,841
03	15,799	16,273	16,761
04	16,817	17,321	17,841
05	17,762	18,295	18,844
06	23,500	24,205	24,931

**Cleaner - Full Time**

Step	3/15/09	9/1/10	1/1/12
01	18,549	19,105	19,679
02	19,493	20,077	20,680
03	21,455	22,099	22,762
04	29,235	30,112	31,016

**Cleaner - Part Time**

Step	3/15/09	9/1/10	1/1/12
01	13,831	14,246	14,674
02	14,383	14,814	15,259
03	15,799	16,273	16,761
04	23,187	23,883	24,599

**Housekeeper/Cook -  
12 Month**

Step	3/15/09	9/1/10	1/1/12
01	18,158	18,703	19,264
02	19,018	19,589	20,177
03	22,874	23,560	24,267
04	24,364	25,095	25,848
05	25,624	26,392	27,184
06	33,639	34,648	35,687

**Housekeeper/Cook -  
10 Month**

Step	3/15/09	9/1/10	1/1/12
01	15,127	15,581	16,048
02	15,850	16,325	16,815
03	19,099	19,672	20,262
04	20,354	20,964	21,593
05	21,379	22,021	22,681
06	28,062	28,904	29,771

**Assistant Housekeeper/Cook - 12 Month**

Step	3/15/09	9/1/10	1/1/12
01	25,623	26,392	27,184

**Social Worker Assistant I - 15 Credits -  
10 Month**

Step	3/15/09	9/1/10	1/1/12
01	18,940	19,509	20,094
02	19,808	20,402	21,014
03	24,129	24,853	25,598
04	25,856	26,632	27,431
05	27,351	28,171	29,017
06	34,660	35,700	36,771

**Social Worker Assistant II - 30 Credits -  
10 Month**

Step	3/15/09	9/1/10	1/1/12
01	19,730	20,322	20,931
02	20,986	21,616	22,264
03	25,547	26,313	27,102
04	27,508	28,333	29,183
05	29,316	30,195	31,101
06	36,861	37,967	39,106

**Social Worker Assistant III - 60 Credits  
Non-Degreed - 10 Month**

Step	3/15/09	9/1/10	1/1/12
01	20,907	21,534	22,180
02	21,848	22,504	23,179
03	26,487	27,281	28,100
04	28,216	29,063	29,935
05	29,787	30,680	31,601
06	37,253	38,370	39,521

**Social Worker Assistant IV - 90 Credits  
Non-Degreed - 10 Month**

Step	3/15/09	9/1/10	1/1/12
01	21,848	22,504	23,179
02	23,028	23,719	24,430
03	27,981	28,821	29,685
04	29,943	30,841	31,766
05	31,829	32,784	33,768
06	39,454	40,638	41,857

**Social Worker Assistant IV - Degreed -  
10 Month**

Step	3/15/09	9/1/10	1/1/12
01	20,592	21,210	21,846
02	21,929	22,587	23,265
03	26,566	27,363	28,184
04	27,901	28,738	29,600
05	29,631	30,520	31,435
06	33,248	34,245	35,273
07	42,205	43,471	44,776

**Intake Worker - 15 Credits -  
12 Month**

Step	3/15/09	9/1/10	1/1/12
01	22,636	23,315	24,014
02	23,816	24,530	25,266
03	29,006	29,876	30,772
04	30,966	31,895	32,852
05	32,854	33,839	34,855
06	41,577	42,824	44,109

**Intake Worker - 30 Credits -  
12 Month**

Step	3/15/09	9/1/10	1/1/12
01	23,735	24,447	25,180
02	25,150	25,904	26,681
03	30,733	31,655	32,604
04	33,011	34,001	35,022
05	35,130	36,184	37,269
06	44,249	45,577	46,944

**Intake Worker - 60 Credits  
Non-Degreed - 12 Month**

Step	3/15/09	9/1/10	1/1/12
01	25,075	25,827	26,602
02	26,250	27,037	27,848
03	31,830	32,785	33,768
04	33,873	34,890	35,936
05	35,839	36,914	38,022
06	44,722	46,063	47,445

**Intake Worker - 90 Credits  
Non-Degreed - 12 Month**

Step	3/15/09	9/1/10	1/1/12
01	26,175	26,960	27,769
02	27,588	28,415	29,268
03	33,562	34,569	35,606
04	35,921	36,998	38,108
05	38,117	39,260	40,438
06	47,393	48,815	50,279

**Intake Worker - Degreed -  
12 Month**

Step	3/15/09	9/1/10	1/1/12
01	28,137	28,981	29,851
02	29,786	30,679	31,600
03	35,758	36,831	37,936
04	38,116	39,259	40,437
05	42,515	43,791	45,104
06	49,201	50,677	52,198
07	50,615	52,133	53,697

**Center Leader I - 10 Month**

Step	3/15/09	9/1/10	1/1/12
01	34,915	35,962	37,041
02	37,359	38,480	39,634
03	39,976	41,175	42,410
04	42,772	44,055	45,377
05	45,765	47,138	48,552
06	49,320	50,800	52,324
07	52,773	54,356	55,987

**Center Leader I - 12 Month**

Step	3/15/09	9/1/10	1/1/12
01	41,896	43,153	44,447
02	44,830	46,175	47,560
03	47,970	49,409	50,891
04	51,327	52,867	54,453
05	54,919	56,567	58,264
06	59,184	60,960	62,789
07	63,328	65,228	67,184

**Center Leader II - 10 Month**

Step	3/15/09	9/1/10	1/1/12
01	37,501	38,626	39,785
02	40,127	41,331	42,571
03	42,935	44,223	45,550
04	45,942	47,320	48,740
05	49,158	50,633	52,152
06	53,512	55,118	56,771
07	57,254	58,972	60,741

**Center Leader II - 12 Month**

Step	3/15/09	9/1/10	1/1/12
01	45,000	46,350	47,741
02	48,151	49,595	51,083
03	51,524	53,069	54,661
04	55,129	56,783	58,487
05	58,989	60,759	62,581
06	64,213	66,139	68,124
07	68,709	70,770	72,893

**Instructor - 10 Month**

Step	3/15/09	9/1/10	1/1/12
01	25,021	25,772	26,545
02	26,643	27,442	28,265
03	28,377	29,228	30,105
04	30,221	31,127	32,061
05	32,184	33,150	34,144
06	34,713	35,755	36,827

**Instructor - 12 Month**

Step	3/15/09	9/1/10	1/1/12
01	30,024	30,924	31,852
02	31,972	32,931	33,919
03	34,051	35,073	36,125
04	36,267	37,355	38,475
05	38,622	39,781	40,974
06	41,656	42,905	44,193

**Assistant Instructor Part Time - 5 Hours -  
12 Month**

Step	3/15/09	9/1/10	1/1/12
01	15,339	15,799	16,273
02	16,987	17,497	18,022
03	18,817	19,381	19,963
04	20,839	21,464	22,108
05	23,083	23,775	24,489
06	25,564	26,331	27,121

**Pay Grade 176 - Custodial Assistant -  
7.5 Hours****Pay Grade 178 - Custodial Assistant -  
5 Hours**

Step	3/15/09	9/1/10	1/1/12	Step	3/15/09	9/1/10	1/1/12
01	21,930	22,588	23,265	01	14,701	15,142	15,596

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**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	3/15/09	9/1/10	1/1/12	Step	3/15/09	9/1/10	1/1/12
01	40,870	42,096	43,358	01	41,656	42,905	44,193
02	40,870	42,096	43,358	02	41,656	42,905	44,193
03	41,813	43,068	44,360	03	42,756	44,039	45,360
04	42,756	44,039	45,360	04	44,013	45,334	46,694
05	44,564	45,901	47,278	05	46,135	47,520	48,945
06	48,179	49,625	51,113	06	50,222	51,729	53,281
07	51,244	52,781	54,365	07	53,286	54,884	56,531
08	54,152	55,777	57,450	08	56,115	57,798	59,532
09	56,747	58,449	60,203	09	58,787	60,551	62,368
10	59,260	61,038	62,869	10	61,383	63,224	65,121
11	63,819	65,733	67,705	11	72,072	74,234	76,461

**Master's + 30****Non-Certified**

Step	3/15/09	9/1/10	1/1/12	Step	3/15/09	9/1/10	1/1/12
01	42,441	43,714	45,026	01	35,921	36,998	38,108
02	42,441	43,715	45,026	02	37,398	38,520	39,676
03	43,228	44,525	45,861	03	39,168	40,344	41,554
04	46,766	48,169	49,615	04	41,459	42,702	43,983
05	49,200	50,676	52,197	05	43,488	44,792	46,136
06	53,759	55,372	57,033	06	47,093	48,506	49,961
07	56,982	58,692	60,453	07	50,105	51,608	53,157
08	59,889	61,686	63,537	08	52,919	54,507	56,142
09	62,559	64,436	66,369	09	55,538	57,204	58,920
10	65,234	67,191	69,207	10	58,029	59,770	61,563
11	78,595	80,953	83,381	11	62,720	64,601	66,539

**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	3/15/09	9/1/10	1/1/12	Step	3/15/09	9/1/10	1/1/12
01	42,756	44,039	45,360	01	44,013	45,334	46,694
02	44,564	45,901	47,278	02	46,136	47,520	48,945
03	48,179	49,625	51,113	03	50,222	51,729	53,281
04	51,244	52,781	54,365	04	53,286	54,884	56,531
05	54,152	55,777	57,450	05	56,115	57,798	59,532
06	56,747	58,449	60,203	06	58,787	60,551	62,368
07	59,260	61,038	62,869	07	61,383	63,224	65,121
08	60,369	62,180	64,045	08	63,897	65,814	67,788
09	61,497	63,341	65,242	09	66,514	68,509	70,565
10	62,646	64,526	66,462	10	69,237	71,314	73,454
11	63,819	65,733	67,705	11	72,072	74,235	76,462

**Master's + 30**

Step	3/15/09	9/1/10	1/1/12
01	46,766	48,169	49,615
02	49,200	50,676	52,197
03	53,759	55,372	57,033
04	56,982	58,692	60,453
05	59,890	61,686	63,537
06	62,559	64,436	66,369
07	65,234	67,191	69,207
08	68,344	70,394	72,506
09	71,603	73,751	75,964
10	75,017	77,268	79,586
11	78,595	80,953	83,381

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**Lead Teacher, Lead Nurse and Head Teacher, PKHS - Hired Prior to September 1, 2003**

Certified - Bachelor's				Master's			
Step	3/15/09	9/1/10	1/1/12	Step	3/15/09	9/1/10	1/1/12
01	41,891	43,148	44,443	01	42,677	43,957	45,276
02	41,891	43,148	44,443	02	42,677	43,957	45,276
03	42,836	44,121	45,445	03	43,779	45,092	46,445
04	43,779	45,092	46,445	04	45,035	46,386	47,778
05	46,293	47,682	49,112	05	47,784	49,218	50,694
06	49,909	51,407	52,949	06	51,953	53,512	55,117
07	53,054	54,646	56,285	07	55,096	56,749	58,451
08	55,878	57,554	59,281	08	57,924	59,662	61,452
09	58,475	60,229	62,036	09	60,598	62,416	64,288
10	61,066	62,898	64,785	10	63,189	65,085	67,037
11	65,626	67,595	69,623	11	73,877	76,094	78,377

**Lead Teacher, Lead Nurse and Head Teacher, PKHS -  
Hired Prior to September 1, 2003**

**Master's + 30**

Step	3/15/09	9/1/10	1/1/12
01	43,464	44,768	46,111
02	43,464	44,768	46,111
03	44,249	45,577	46,944
04	47,784	49,218	50,694
05	50,851	52,376	53,948
06	55,489	57,154	58,869
07	58,711	60,473	62,287
08	61,699	63,550	65,456
09	64,290	66,219	68,205
10	67,045	69,057	71,128
11	80,405	82,818	85,302

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**Lead Teacher, Lead Nurse and Head Teacher, PKHS -  
Hired On or After September 1, 2003**

**Bachelor's or Equivalent**

**Master's or Equivalent**

Step	3/15/09	9/1/10	1/1/12	Step	3/15/09	9/1/10	1/1/12
01	43,779	45,092	46,445	01	45,035	46,386	47,778
02	46,292	47,681	49,112	02	47,784	49,217	50,694
03	49,910	51,407	52,949	03	51,953	53,512	55,117
04	53,055	54,646	56,286	04	55,096	56,749	58,451
05	55,878	57,555	59,281	05	57,924	59,662	61,451
06	58,475	60,229	62,036	06	60,598	62,416	64,288
07	61,066	62,898	64,785	07	63,189	65,085	67,038
08	62,175	64,041	65,962	08	65,707	67,678	69,709
09	63,305	65,204	67,160	09	68,326	70,376	72,487
10	64,456	66,390	68,381	10	71,048	73,179	75,374
11	65,626	67,595	69,623	11	73,877	76,094	78,377

**Master's + 30**

**Doctorate**

Step	3/15/09	9/1/10	1/1/12	Step	3/15/09	9/1/10	1/1/12
01	47,784	49,217	50,694	01	49,910	51,407	52,949
02	50,851	52,376	53,948	02	53,600	55,208	56,864
03	55,489	57,154	58,868	03	58,553	60,310	62,119
04	58,711	60,472	62,287	04	61,855	63,711	65,622
05	61,699	63,550	65,457	05	64,841	66,786	68,790
06	64,291	66,219	68,206	06	67,437	69,460	71,544
07	67,046	69,057	71,129	07	70,186	72,292	74,461
08	70,162	72,266	74,434	08	73,311	75,510	77,775
09	73,421	75,624	77,892	09	76,576	78,874	81,240
10	76,834	79,139	81,513	10	79,985	82,385	84,856
11	80,406	82,818	85,302	11	83,548	86,055	88,636

Family Service Field Representative				Parent Involvement Coordinator - 12 Month			
Step	3/15/09	9/1/10	1/1/12	Step	3/15/09	9/1/10	1/1/12
01	21,299	21,938	22,596	01	31,502	32,447	33,420
02	22,243	22,911	23,598	02	33,200	34,196	35,222
03	26,802	27,607	28,435	03	34,804	35,849	36,924
04	28,373	29,224	30,101	04	37,159	38,274	39,422
05	29,942	30,840	31,766	05	39,517	40,702	41,923
06	39,848	41,043	42,274	06	48,761	50,224	51,731

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**Health Coordinator, Pre-Kindergarten Head Start - Hired Prior to September 1, 2003**

Master's				Master's + 30			
Step	3/15/09	9/1/10	1/1/12	Step	3/15/09	9/1/10	1/1/12
01	47,784	49,218	50,694	01	50,851	52,376	53,948
02	51,953	53,512	55,117	02	55,489	57,154	58,869
03	55,096	56,749	58,451	03	58,711	60,473	62,287
04	57,924	59,662	61,452	04	61,699	63,550	65,456
05	60,598	62,416	64,288	05	64,290	66,219	68,205
06	63,189	65,085	67,037	06	67,045	69,057	71,128
07	73,877	76,094	78,377	07	80,405	82,818	85,302

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**Health Coordinator, Pre-Kindergarten Head Start - Hired On or After September 1, 2003**

Master's				Master's + 30			
Step	3/15/09	9/1/10	1/1/12	Step	3/15/09	9/1/10	1/1/12
01	47,784	49,217	50,694	01	50,851	52,376	53,948
02	51,953	53,512	55,117	02	55,489	57,154	58,868
03	55,096	56,749	58,451	03	58,711	60,472	62,287
04	57,924	59,662	61,451	04	61,699	63,550	65,457
05	60,598	62,416	64,288	05	64,291	66,219	68,206
06	63,189	65,085	67,038	06	67,046	69,057	71,129
07	65,707	67,678	69,709	07	70,162	72,266	74,434
08	68,326	70,376	72,487	08	73,421	75,624	77,892
09	71,048	73,179	75,374	09	76,834	79,139	81,513
10	73,877	76,094	78,377	10	80,406	82,818	85,302

**Social Services Field Representative PKHS**

Teacher Assistant, PKHS				Social Services Field Representative PKHS			
Step	3/15/09	9/1/10	1/1/12	Step	3/15/09	9/1/10	1/1/12
01	17,135	17,649	18,178	01	21,299	21,938	22,596
02	17,999	18,539	19,096	02	22,243	22,911	23,598
03	18,863	19,429	20,011	03	26,802	27,607	28,435
04	19,963	20,562	21,179	04	28,373	29,224	30,101
05	21,144	21,779	22,432	05	29,942	30,840	31,766
06	27,825	28,660	29,520	06	39,848	41,043	42,274



**Food Service Managers**

<b>Food Service Manager I</b>				<b>Food Service Manager II</b>			
Step	3/15/09	9/1/10	1/1/12	Step	3/15/09	9/1/10	1/1/12
01	25,230	25,987	26,766	01	29,316	30,195	31,101
02	26,486	27,281	28,100	02	30,888	31,815	32,769
03	27,744	28,576	29,434	03	32,460	33,434	34,437
04	29,552	30,439	31,352	04	34,898	35,944	37,023
05	31,202	32,138	33,102	05	37,096	38,209	39,355
06	38,826	39,990	41,190	06	45,349	46,710	48,111

<b>Food Service Manager III</b>				<b>Food Service Manager IV</b>			
Step	3/15/09	9/1/10	1/1/12	Step	3/15/09	9/1/10	1/1/12
01	33,717	34,729	35,770	01	39,059	40,231	41,438
02	35,682	36,753	37,855	02	41,024	42,254	43,522
03	37,567	38,694	39,855	03	42,908	44,195	45,521
04	40,319	41,528	42,774	04	45,661	47,031	48,442
05	42,911	44,199	45,524	05	48,254	49,702	51,193
06	51,637	53,186	54,782	06	56,978	58,688	60,448

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**Professional/Technical**

<b>Pay Grade 17</b>				<b>Pay Grade 19</b>			
Step	3/15/09	9/1/10	1/1/12	Step	3/15/09	9/1/10	1/1/12
01	25,075	25,827	26,602	01	26,175	26,960	27,769
02	26,250	27,037	27,848	02	27,588	28,416	29,268
03	31,829	32,784	33,768	03	33,562	34,569	35,606
04	33,873	34,890	35,936	04	35,921	36,999	38,109
05	35,839	36,914	38,022	05	38,116	39,259	40,437
06	44,722	46,063	47,445	06	47,393	48,815	50,279

<b>Pay Grade 20</b>				<b>Pay Grade 21</b>			
Step	3/15/09	9/1/10	1/1/12	Step	3/15/09	9/1/10	1/1/12
01	27,665	28,495	29,350	01	28,920	29,788	30,681
02	29,081	29,953	30,852	02	30,660	31,580	32,527
03	35,291	36,349	37,440	03	36,359	37,450	38,573
04	37,726	38,857	40,023	04	37,771	38,904	40,071
05	40,005	41,205	42,441	05	43,058	44,350	45,681
06	49,357	50,837	52,362	06	50,421	51,934	53,492

<b>Pay Grade 22</b>				<b>Pay Grade 23</b>			
Step	3/15/09	9/1/10	1/1/12	Step	3/15/09	9/1/10	1/1/12
01	30,180	31,085	32,018	01	31,519	32,465	33,438
02	31,754	32,706	33,687	02	33,089	34,081	35,104
03	38,592	39,750	40,942	03	40,319	41,528	42,774
04	41,262	42,499	43,774	04	43,148	44,442	45,776
05	43,699	45,009	46,360	05	45,742	47,115	48,528
06	53,366	54,967	56,616	06	55,645	57,314	59,033

## Professional/Technical

Pay Grade 24				Pay Grade 25			
Step	3/15/09	9/1/10	1/1/12	Step	3/15/09	9/1/10	1/1/12
01	37,253	38,371	39,522	01	38,905	40,072	41,274
02	39,218	40,394	41,606	02	41,028	42,259	43,527
03	41,262	42,499	43,774	03	43,071	44,363	45,694
04	44,249	45,577	46,944	04	46,136	47,520	48,945
05	46,923	48,331	49,780	05	48,888	50,355	51,866
06	56,903	58,610	60,369	06	59,184	60,959	62,788

Pay Grade 26				Pay Grade 27			
Step	3/15/09	9/1/10	1/1/12	Step	3/15/09	9/1/10	1/1/12
01	40,636	41,855	43,111	01	42,441	43,715	45,026
02	42,911	44,199	45,524	02	44,722	46,063	47,445
03	45,035	46,386	47,778	03	47,078	48,491	49,945
04	48,336	49,786	51,279	04	50,379	51,890	53,447
05	51,244	52,781	54,365	05	53,600	55,208	56,864
06	61,620	63,469	65,373	06	64,213	66,139	68,124

Pay Grade 28				Pay Grade 29			
Step	3/15/09	9/1/10	1/1/12	Step	3/15/09	9/1/10	1/1/12
01	44,171	45,496	46,861	01	45,899	47,276	48,695
02	46,684	48,084	49,527	02	48,494	49,949	51,448
03	49,045	50,517	52,032	03	51,009	52,540	54,116
04	52,581	54,158	55,783	04	54,703	56,344	58,034
05	55,878	57,555	59,281	05	58,160	59,905	61,702
06	66,725	68,727	70,789	06	69,241	71,318	73,458

Pay Grade 30				Pay Grade 31			
Step	3/15/09	9/1/10	1/1/12	Step	3/15/09	9/1/10	1/1/12
01	47,078	48,491	49,945	01	48,965	50,434	51,947
02	49,672	51,162	52,697	02	51,714	53,266	54,864
03	52,266	53,834	55,449	03	54,468	56,102	57,785
04	55,960	57,639	59,368	04	58,396	60,148	61,953
05	59,498	61,283	63,122	05	62,089	63,952	65,870
06	70,656	72,776	74,959	06	73,485	75,690	77,961

Pay Grade 32				Pay Grade 34			
Step	3/15/09	9/1/10	1/1/12	Step	3/15/09	9/1/10	1/1/12
01	51,087	52,619	54,198	01	55,252	56,910	58,617
02	53,994	55,613	57,282	02	58,316	60,066	61,868
03	56,747	58,449	60,203	03	61,383	63,224	65,121
04	60,913	62,740	64,622	04	65,863	67,839	69,874
05	64,765	66,708	68,709	05	70,029	72,129	74,293
06	76,316	78,605	80,963	06	82,132	84,596	87,134

**Professional/Technical****Pay Grade 35**

Step	3/15/09	9/1/10	1/1/12
01	57,374	59,095	60,868
02	60,598	62,416	64,288
03	63,740	65,652	67,621
04	68,377	70,428	72,541
05	72,700	74,881	77,128
06	85,039	87,590	90,218

**Pay Grade 68****Pay Grade 69**

Step	3/15/09	9/1/10	1/1/12	Step	3/15/09	9/1/10	1/1/12
01	51,404	52,946	54,534	01	55,878	57,555	59,281
02	54,074	55,696	57,367	02	58,787	60,551	62,368
03	59,498	61,283	63,122	03	64,765	66,708	68,709
04	70,656	72,776	74,959	04	76,316	78,605	80,963

**Pay Grade 160****Pay Grade 172**

Step	3/15/09	9/1/10	1/1/12	Step	3/15/09	9/1/10	1/1/12
01	45,426	46,789	48,193	01	13,054	13,446	13,849

**Pay Grade 179**

Step	3/15/09	9/1/10	1/1/12
01	40,789	42,013	43,273
02	42,333	43,603	44,911
03	43,871	45,187	46,543
04	45,412	46,775	48,178
05	46,952	48,360	49,811
06	48,495	49,950	51,449

**Pay Grade 189****Pay Grade 192**

Step	3/15/09	9/1/10	1/1/12	Step	3/15/09	9/1/10	1/1/12
01	37,963	39,102	40,275	01	90,698	93,419	96,222

**Pay Grade 950****Pay Grade 951**

Step	3/15/09	9/1/10	1/1/12	Step	3/15/09	9/1/10	1/1/12
01	42,441	43,715	45,026	01	49,437	50,920	52,448
02	51,953	53,512	55,117	02	58,711	60,472	62,287

**Pay Grade 952****Pay Grade 953**

Step	3/15/09	9/1/10	1/1/12	Step	3/15/09	9/1/10	1/1/12
01	54,152	55,777	57,450	01	49,437	50,920	52,448
02	63,504	65,409	67,371	02	58,711	60,472	62,287

**Pay Grade 954**

Step	3/15/09	9/1/10	1/1/12
01	53,054	54,646	56,285
02	61,620	63,469	65,373

Professional/Technical

Pay Grade 1015				Pay Grade 1017			
Step	3/15/09	9/1/10	1/1/12	Step	3/15/09	9/1/10	1/1/12
01	25,938	26,716	27,518	01	27,744	28,576	29,434
02	27,035	27,846	28,681	02	29,160	30,035	30,936
03	28,137	28,981	29,851	03	30,574	31,491	32,436
04	30,024	30,924	31,852	04	32,776	33,759	34,772
05	31,595	32,543	33,519	05	34,660	35,700	36,771
06	40,083	41,286	42,524	06	43,542	44,848	46,194

Pay Grade 1018				Pay Grade 1019			
Step	3/15/09	9/1/10	1/1/12	Step	3/15/09	9/1/10	1/1/12
01	28,216	29,063	29,935	01	32,776	33,759	34,772
02	29,942	30,840	31,766				
03	31,595	32,543	33,519				
04	33,954	34,972	36,022				
05	36,234	37,321	38,441				
06	45,506	46,871	48,277				

Pay Grade 1021				Pay Grade 1022			
Step	3/15/09	9/1/10	1/1/12	Step	3/15/09	9/1/10	1/1/12
01	32,380	33,352	34,352	01	33,954	34,972	36,022
02	34,192	35,217	36,274	02	35,839	36,914	38,022
03	35,839	36,914	38,022	03	37,726	38,857	40,023
04	38,436	39,589	40,776	04	40,478	41,693	42,944
05	40,713	41,934	43,192	05	42,992	44,281	45,610
06	50,222	51,729	53,281	06	52,737	54,319	55,949

Pay Grade 1023				Pay Grade 1024			
Step	3/15/09	9/1/10	1/1/12	Step	3/15/09	9/1/10	1/1/12
01	35,605	36,673	37,773	01	45,798	47,172	48,587
02	37,567	38,694	39,855	02	48,095	49,538	51,024
03	39,535	40,721	41,942	03	50,389	51,901	53,458
04	42,441	43,715	45,026	04	52,686	54,267	55,895
05	45,035	46,386	47,778	05	54,981	56,630	58,329
06	55,096	56,749	58,451	06	57,276	58,994	60,764

Pay Grade 1025				Pay Grade 1512			
Step	3/15/09	9/1/10	1/1/12	Step	3/15/09	9/1/10	1/1/12
01	35,291	36,349	37,440	01	21,773	22,427	23,099
02	37,335	38,455	39,608	02	22,530	23,205	23,902
03	39,218	40,394	41,606	03	23,449	24,152	24,877
04	42,048	43,309	44,609	04	25,075	25,827	26,602
05	44,722	46,063	47,445	05	26,407	27,199	28,015
06	53,445	55,049	56,700	06	33,402	34,404	35,436

## Professional/Technical

Pay Grade 1524				Pay Grade 1525			
Step	3/15/09	9/1/10	1/1/12	Step	3/15/09	9/1/10	1/1/12
01	35,605	36,673	37,773	01	37,021	38,132	39,275
02	37,412	38,534	39,690	02	38,984	40,154	41,358
03	39,218	40,394	41,606	03	41,028	42,259	43,527
04	41,971	43,230	44,527	04	43,936	45,254	46,612
05	44,404	45,737	47,109	05	46,609	48,007	49,447
06	53,130	54,724	56,366	06	55,567	57,234	58,951

Pay Grade 1551				Pay Grade 1615			
Step	3/15/09	9/1/10	1/1/12	Step	3/15/09	9/1/10	1/1/12
01	24,100	24,823	25,568	01	19,648	20,237	20,844
02	25,551	26,318	27,108	02	20,433	21,046	21,677
03	30,299	31,208	32,144	03	24,627	25,366	26,127
04	31,476	32,420	33,393	04	26,134	26,918	27,726
05	35,882	36,958	38,067	05	27,444	28,267	29,115
06	42,018	43,279	44,577	06	34,519	35,555	36,622

Pay Grade 1624				Pay Grade 1626			
Step	3/15/09	9/1/10	1/1/12	Step	3/15/09	9/1/10	1/1/12
01	31,047	31,978	32,937	01	33,717	34,729	35,770
02	32,776	33,759	34,772	02	35,682	36,753	37,855
03	34,423	35,456	36,519	03	37,567	38,694	39,855
04	36,861	37,967	39,106	04	40,319	41,528	42,774
05	39,061	40,233	41,440	05	42,911	44,199	45,524
06	47,470	48,894	50,361	06	51,637	53,186	54,782

Pay Grade 1627				Pay Grade 1628			
Step	3/15/09	9/1/10	1/1/12	Step	3/15/09	9/1/10	1/1/12
01	35,368	36,429	37,522	01	36,861	37,967	39,106
02	37,253	38,370	39,521	02	38,905	40,072	41,274
03	39,217	40,394	41,606	03	40,870	42,096	43,358
04	41,970	43,229	44,526	04	43,856	45,172	46,527
05	44,641	45,980	47,360	05	46,609	48,007	49,447
06	53,523	55,128	56,782	06	55,567	57,234	58,951

Pay Grade 3645				Pay Grade 3648			
Step	3/15/09	9/1/10	1/1/12	Step	3/15/09	9/1/10	1/1/12
01	63,584	65,492	67,457	01	67,748	69,780	71,874
02	66,334	68,324	70,374	02	70,502	72,617	74,795
03	69,084	71,156	73,291	03	73,253	75,451	77,715
04	71,913	74,070	76,292	04	76,080	78,363	80,713
05	74,666	76,906	79,213	05	78,831	81,196	83,632
06	76,863	79,169	81,544	06	81,191	83,626	86,135
07	79,223	81,599	84,047	07	83,625	86,134	88,718

**Professional/Technical**

**Pay Grade 3659**

Step	3/15/09	9/1/10	1/1/12
01	82,997	85,486	88,051
02	85,828	88,403	91,055
03	88,575	91,233	93,970
04	91,327	94,067	96,889
05	94,157	96,982	99,892
06	96,985	99,895	102,892
07	99,895	102,892	105,978

\* \* \* \* \*

**Supportive Services Assistant, Parent Assistant, Health Room Technician**

Step	3/15/09	9/1/10	1/1/12
01	12.67	13.05	13.44

**Per Diem Teachers**

Certified				Non-Certified			
Step	3/15/09	9/1/10	1/1/12	Step	3/15/09	9/1/10	1/1/12
01	150.91	155.44	160.10	01	119.49	123.07	126.76

\* \* \* \* \*

**Philadelphia Retired Teachers**

Bachelor's				Master's			
Step	3/15/09	9/1/10	1/1/12	Step	3/15/09	9/1/10	1/1/12
01	197.03	202.94	209.02	01	202.81	208.89	215.16

Master's + 30				Doctorate/Senior Career Teacher			
Step	3/15/09	9/1/10	1/1/12	Step	3/15/09	9/1/10	1/1/12
01	215.51	221.98	228.64	01	225.29	232.05	239.02

**Philadelphia Retired Special Education Teachers**

Bachelor's				Master's			
Step	3/15/09	9/1/10	1/1/12	Step	3/15/09	9/1/10	1/1/12
01	200.67	206.69	212.89	01	206.44	212.64	219.01

Master's + 30				Doctorate/Senior Career Teacher			
Step	3/15/09	9/1/10	1/1/12	Step	3/15/09	9/1/10	1/1/12
01	219.12	225.70	232.47	01	228.89	235.76	242.83

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non-working days .....	46	XIII.J.7
premium amounts .....	45	XIII.J.4
Social Security offset .....	46	XIII.J.6
waiting period .....	45	XIII.J.5
Widener Summer Program .....	27	XII.B.11
Workers' Compensation .....	47	XIII.K
delivery system .....	47	XIII.K.5
eligibility .....	47	XIII.K.1
medical plan .....	47	XIII.K.6
offsets .....	47	XIII.K.4
payments .....	47	XIII.K.2
physical assault .....	47	XIII.K.3
Working Conditions		
food service manager .....	98-100	XXIII
investigation of .....	3; 5-6	III.C.1; IV.C.4(a)

medical benefits .....	47	XIII.K.3(b)
non-teaching assistant .....	88-91	XX
paraprofessional .....	91-92	XXI
per diem substitute teacher .....	100-103	XXIV
pre-k .....	92-98	XXII
professional/technical .....	103-105	XXV
secretary .....	85-87	XIX
supportive services assistant/parent assistant/ healthroom technician .....	105-107	XXVI
teacher .....	64-85	XVIII
Working in Higher Classification .....	35-36	XII.M

**Y**

Year .....	58-59;135	XVII.A; Side Letter
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# EXHIBIT B

PHILADELPHIA COUNTY  
COURT OF COMMON PLEAS

PHILADELPHIA FEDERATION OF  
TEACHERS, AFT, LOCAL 3, AFL-CIO and  
Jerry Jordan, President and Trustee Ad Litem  
of the PHILADELPHIA FEDERATION OF  
TEACHERS

Plaintiffs,

v.

SCHOOL DISTRICT OF PHILADELPHIA  
and  
SCHOOL REFORM COMMISSION  
and  
WILLIAM J. GREEN, IV, in his official  
capacity as Chairman and a Member of the  
SCHOOL REFORM COMMISSION;  
FEATHER HOUSTOUN, FARAH JIMENEZ,  
MARJORIE NEFF, SYLVIA P. SIMMS, in  
their official capacities as Members of the  
SCHOOL REFORM COMMISSION  
and  
WILLIAM R. HITE, JR., in his official  
capacity as Superintendent of Schools, School  
District of Philadelphia

Defendants.

October Term, 2014

No. 01842

CIVIL ACTION EQUITY

Philadelphia Federation-STPAP



14100184200037

**DOCKETED**

**OCT 27 2014**

**K. PERMSAP  
JUDICIAL RECORDS**

**FINAL INJUNCTION ORDER**

AND NOW, this 27<sup>th</sup> day of October, 2014, upon consideration of the parties' Stipulation,  
it is hereby ORDERED as follows:

1. Defendants are enjoined from taking any unilateral action to implement changes or modifications to benefits of bargaining unit employees as sought by Defendants through passage of SRC-1 as approved by the SRC on October 6, 2014.
2. There shall be no automatic supersedeas of this Order.

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Control No.: 14103911

Case ID: 150202928



3. This Order supersedes the Preliminary Injunction Order issued on October 20, 2014, which shall be of no further force or effect.

4. The bond already filed by plaintiffs on October 20, 2014 shall remain in place.

BY THE COURT:

  
\_\_\_\_\_  
Wright-Padilla, J.

# EXHIBIT C

THE SCHOOL DISTRICT OF PHILADELPHIA  
SCHOOL REFORM COMMISSION  
440 N. BROAD STREET, SUITE 313  
PHILADELPHIA, PENNSYLVANIA 19130-4015

OFFICE OF GENERAL COUNSEL

TELEPHONE (215) 400-4120  
FAX (215) 400-4121

DIRECT TELEPHONE: (215) 400-5162  
E-MAIL: [mhshore@philasd.org](mailto:mhshore@philasd.org)

April 20, 2015

Nate Bohlander, Esquire  
The Fairness Center  
1060 First Avenue  
Suite 420  
King of Prussia, PA 19406

**RE: Open Records Request – dated March 13, 2015**

Dear Mr. Bohlander:

I am writing this letter in final response to your request, dated March 13, 2015, seeking access to and/or copies of records pursuant to the Commonwealth of Pennsylvania's Right-to-Know Law ("Act") that was submitted *via* electronic transmission and addressed to The School District of Philadelphia's ("School District") Open Records Officer. By letter, dated March 20, 2015, the School District acknowledged receipt of your request and secured an extension of time to respond in accordance with the Act. More specifically, you requested copies of the following records:

"... request the starting date of the "leaves of absence" to accept "full-time positions with the [Philadelphia] Federation [of Teachers] – as those terms are used in Article III, Section B of September 1, 2009 to August 31, 2012 collective bargaining agreement between the PFT and the District – for all School District of Philadelphia employees who are currently on "leave of absence from the District. Specifically, this request is for start dates for those current "leaves of absence" for the following District employees: [See List Attached]."

For the reasons set forth in more detail below, your request is hereby granted.

As a general rule, "a public record, legislative record or financial record shall be accessible for inspection and duplication." See 65 P.S. §67.701. The right to public access and review of agency records is not absolute, however. For example, a public record does not include information that is exempt from disclosure under any other "Federal or State law or regulation or judicial order or decree" or is "protected by

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privilege” including the attorney-client privilege.<sup>1</sup> See 65 P.S. §§67.102 and 305(a). In other words, the Act, in and of itself, does not convert otherwise confidential records or render such information public by virtue of the Act. Equally as important, an agency is not required to create a record which does not exist at the time a request is received by the agency or “to compile, maintain, format or organize a record in a manner in which the agency does not currently, compile, maintain, format or organize the record.”<sup>2</sup> An agency is also not required to produce records that are not otherwise in its possession or control, that do not exist or that may be in the possession of another party.<sup>3</sup> As more fully explained below, and to the extent that your request seeks copies of these types of documents, your request is hereby denied in pertinent part.

Without waiving any defenses it may have, the School District determined that it is in the public’s best interest to promote disclosure of its records whenever possible. In an effort to promote transparency, this office engaged representatives within several business units and offices including, the Systems Administration Unit in the Office of Information Technology, Employee Records, Employee Benefits and the Labor Relations Unit within the Office of Human Resources in an effort to identify records that may be responsive to your request. After a query of the human resources system which houses employee related data, i.e., Advantage HR Module,<sup>4</sup> and legacy business reports and/or scanned or other documents within individual employee personnel files, the School District is enclosing a copy of a spreadsheet which contains the names of employees contained in your request, the employee’s original appointment date, date of full-time leave to the Philadelphia Federation of Teachers (“PFT”) as reflected in Advantage HR, date of full-time leave to the PFT as reflected in files maintained by Employee Records Department, as well as the employee’s current status.

You have the right to appeal this response to the Commonwealth of Pennsylvania’s Office of Open Records. If you choose to file an appeal, you must do so in writing and within 15 business days of the mailing date of this response or the date the response was otherwise “deemed denied” (whichever is earlier) and simultaneously send a copy of the appeal to me in the same manner as the appeal is sent to the Office of Open Records (i.e., e-mail, fax, mail or hand delivery.) Please direct your appeal to Nathaneal Byerly, Acting Executive Director, Office of Open Records, Commonwealth Keystone Building, 400 North Street, 4th Floor, Harrisburg, PA 17120.

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<sup>1</sup> The Pennsylvania Rules of Civil Procedures 4003.3 prohibits the discovery of “attorney work product” which includes mental impressions of a party’s attorney or his or her conclusions, opinions, memoranda, notes or summaries, legal research or legal theories.”

<sup>2</sup> See 65 P.S. §67.705; *Please note* that the Act also does not “modify, rescind or supersede any record retention policy or disposition schedule of an agency established pursuant to law, regulation, policy or other directive.” See 65 P.S. §67.507.

<sup>3</sup> See 65 P.S. §67.506 (d).

<sup>4</sup> As previously disclosed to your organization in response to previous requests, the School District switched to a new software system in 2000 known as Advantage and maintains a number of data sets in several modules including Finance, Human Resource, Payroll, etc.

We thank you for your patience as we processed your request. As always, I remain,

Respectfully,



Miles H. Shore  
*Deputy General Counsel*

Enclosure

**Attachment to the Fairness Center's March 13, 2015 Right-to-Know Request for Starting  
Dates of "Leaves of Absence"**

I respectfully request the starting date of the "leaves of absence" to accept "full-time positions with the [Philadelphia] Federation [of Teachers]" - as those terms are used in Article III, Section B of the September 1, 2009 to August 31, 2012 collective bargaining agreement between the PFT and the District - for all School District of Philadelphia employees who are currently on "leaves of absence" from the District. Specifically, this request is for the start dates for these current "leaves of absence" for the following District employees:

1. Hillary O. Linardopoulos
2. Wendy G. Coleman
3. Edward J. Olsen
4. Erik Fleming
5. Denise Rogers
6. Cynthia A. Bolden
7. Jacqueline Dubin
8. Joan M. McGowan
9. Jacquelyn Scott
10. Evette D. Jones
11. Jerry Jordan
12. Crystal Barnett
13. Freda Sydnor
14. Arlene Kempin
15. Patricia E. McGinley
16. Robenne G. Wilson
17. Gerald Weaver
18. Arthur Steinberg
19. Valerie M. Braman
20. Dolores C. Tancredi
21. Paul A. Thomas
22. Stephanie Salinger
23. Jacob B. Steinberg
24. Theodore Kirsch
25. Sylvia W. Lieberman
26. Leona Bell
27. Linda Harris
28. Joseph A. Pizzo
29. Jerald R. Hairston
30. Elynn Brubaker
31. Donato Ezzio, Estate of

EMPLOYEE NAME	Original Appointment Date	PFT Start Date as Reflected in Advantage(HR) System	Date of PFT Leave Reflected in Files Maintained by Employee Records Department	Status or Separation/Retirement Date	Other Notations
MCGINLEY, PATRICIA E	3/22/93	October 2006, Reinstated 02/11/08	6/26/2006	Current-Active	Term Restored 2/11/08 after Layoff as Secretary 8/07; No docs after that
DUBIN, JACQUELINE	09/23/91	August 2002	5/13/2002	Current-Active	
SALINGER, STEPHANIE	9/1/73	June 2003	3/3/2003	1/25/2002	Charter Leave 6/99
WILSON, ROBENNA G	02/19/85	September 2011	10/1/2011	Current-Active	
WEAVER, GERALD	9/29/82	Before July 2000 (was charged to PFT)	7/1/1999	Current-Active	
STEINBERG, ARTHUR	04/04/79	Before July 2000	6/1/1983	Current-Active	
SCOTT, JACQUELYNE	9/1/85	September 2002	9/1/2002	Current-Active	
SYDNOR, FREDA	9/1/75	Before July 2000	9/1/1997	Current-Active	
TANCREDI, DOLORES C	06/06/66	Before July 2000 (was charged to PFT)	9/5/1995	10/6/2007	
THOMAS, PAUL A	1/3/71	Before July 2000	9/1/1990	1/6/2006	
KEMPIN, ARLENE	1/29/68	Before July 2000	11/6/1979	Current-Active	
MC GOWAN, JOAN M	09/01/89	Before July 2000	8/1/1998	Current-Active	
KIRSCH, THEODORE	9/1/60	Before July 2000	6/2/1983	7/1/2004	
JORDAN, JERRY	10/16/80	Before July 2000	3/11/1987	Current-Active	
LIEBERMAN, SYLVIA W	9/1/64	Before July 2000	9/1/1990	7/1/2004	Return from Union Leave 9/95 & 7/92
BARNETT, CRYSTAL	09/01/80	Before July 2000	9/1/1991	Current-Active	
BOLDEN, CYNTHIA A	09/20/93	September 1, 2008	9/1/2008	Current-Active	
JONES, EVETTE D	1/21/85	Before July 2000	7/1/1996	Current-Active	
STEINBERG, JACOB B	9/1/55	Before July 2000	6/1/1983	7/1/2004	
DONATO EZZIO, ESTATE OF	9/1/72	Before July 2000	4/15/1984	9/1/2007	

EMPLOYEE NAME	Original Appointment Date	PFT Start Date as Reflected in Advantage(HR) System	Date of PFT Leave Reflected in Files Maintained by Employee Records Department	Status or Separation/Retirement Date	Other Notations
BRUBAKER, ELYNN	02/12/79	CANNOT LOCATE	Cannot find record of PFT Leave	7/1/2008	
BELL, LEONA	9/1/65	Before July 2000	6/1/1983	7/1/2005	
PIZZO, JOSEPH A	02/08/71	Before July 2000	7/1/1999	7/1/2010	
FLEMING, ERIK	09/24/96	September 1, 2005	9/1/2005	Current-Active	
ROGERS, DENISE	09/01/96	September 1, 2013	9/1/2013	Current-Active	
HARRIS, LINDA P	5/6/68	Before July 2000	9/1/1990	7/1/2004	
HAIRSTON, JERALD R	09/16/75	Before July 2000	4/8/1985	9/1/2008	
OLSEN, EDWARD J	10/16/00	September 1, 2010	9/1/2010	Current-Active	
BRAMAN, VALERIE M	02/04/03	September 1, 2010	7/1/2012	Current-Active	
COLEMAN, WENDY G	08/23/03	September 1, 2013	9/1/2013	Current-Active	
LINARDOPOULOS, HILLARY O	08/21/04	September 1, 2013	5/20/2013	Current-Active	



## CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of this Amended Complaint and referenced exhibits, filed on behalf of Plaintiff Americans for Fair Treatment, Inc., has on this date been served either: electronically; pursuant to Pennsylvania Rule of Civil Procedure 422; or by registered mail, on the following:

Ralph J. Teti, Esq.  
PA Attorney ID# 21499  
Linda M. Martin, Esq.  
PA Attorney ID# 66437  
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School District of Philadelphia  
Office of General Counsel  
440 N. Broad Street, Suite 313  
Philadelphia, PA 19130

School Reform Commission  
440 N. Broad Street, Suite 101  
Philadelphia, PA 19130

Kathleen Kane, Esq.  
Attorney General  
1600 Strawberry Square  
Harrisburg, PA 17120

Date: May 22, 2015

/s/ Nathan R. Bohlander  
Nathan R. Bohlander, Esq.  
PA Attorney ID# 312509  
Nate@fairnesscenter.org

The Fairness Center  
1060 First Avenue, Suite 420  
King of Prussia, PA 19406  
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Case ID: 150202928