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**IDnum** 210 **Language** English **Country** United States **State** PA

**Union** AFT (American Federation of Teachers) AFL-CIO

**Local** 3

Occupations Represented
Teacher assistants
Teachers—preschool, kindergarten, elementary, middle, and secondary
Librarians
Library assistants, clerical
Data entry and information processing workers
Chefs, cooks, and food preparation workers
Social workers
Counselors
Bookkeeping, accounting, and auditing clerks
Firefighting occupations
Building cleaning workers
Pipelayers, plumbers, pipefitters, and steamfitters
Busdrivers

**Bargaining Agency** The Board of Education School District of Philadelphia

**Agency industrial classification (NAICS):**

61 (Educational Services)

**BeginYear** 2000 **EndYear** 2004

**Source** <http://www.pft.org/contract/contract2000.html>

**Original\_format** PDF (unitary)

**Notes**

**Contact**

**Full text contract begins on following page.**

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# **AGREEMENT**

**Between**

**The Board of Education  
School District of Philadelphia**

**and**

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

**September 1, 2000 – August 31, 2004**

The online contract is a representation of the written hard copy.  
While every attempt has been made to ensure accuracy, where they differ  
assume the official hard copy is correct.

**September 1, 2000 through  
August 31, 2004**

## **Contract**

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## **I. Purpose and Scope of Agreement**

1. The Board of Education for the School District of Philadelphia and the Philadelphia Federation of Teachers 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 Board of Education.

## **II. Management Rights and Responsibilities**

The parties recognize that the Board 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 Board by any statutes of the Commonwealth or the Philadelphia Home Rule Charter. The Board maintains the right to exercise any and all authority granted by such legislation.

The Board of Education 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 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 District, except as modified by this Agreement.

Matters of inherent managerial policy are reserved exclusively to the 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.

### **III. Union Rights and Responsibilities**

#### **A. Recognition/Exclusive Representation**

1. The Board of Education (hereinafter referred to as the “Board” or the “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 Board 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 District of the salary to be paid to each employee on approved leave with the Federation. 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 Board’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 numbers 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 Day Care 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 Board 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 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.

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 lunchtime of the employees involved.

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. Such notices 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.

## **IV. Communication, Consultation And Cooperation**

### **A. General Terms**

Because the parties recognize the importance of communication between the Federation and the 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 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 District. By agreement of the representatives, the Committee may invite the advice of experts from within or outside the 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, as well as matters relating to the implementation of this Agreement.

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

### **C. Area-Based Committees**

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

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

### **3. Comprehensive Day Care**

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

Area Committee. Staff meetings for Comprehensive Day Care employees shall be held during program time.

#### 4. Head Start

(a) The Board 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 the Director of the Head Start Program. 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) workday 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 prearranged 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 Director of Head Start 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 Comprehensive Day Care Center and Head Start 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 Comprehensive Day Care 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 no to disrupt the program.

#### E. Focus Groups and Work Teams

1. The 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 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 Board 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-XXVII of this Agreement may be modified in their application to a particular school or Small Learning Community (SLC):

(a) Upon approval of the Principal, a proposed waiver will be submitted for ratification by the affected staff in the School or SLC. Ratification shall be by way of a secret ballot in which all affected employees covered by this Agreement who are assigned to the school or SLC shall be eligible to vote, and shall require an affirmative vote of seventy-five (75) percent of the affected employees in the school who vote. In the case of a waiver for a small learning community, ratification by both seventy-five (75) percent of the affected employees assigned to the SLC who vote and of the affected employees in the school who vote shall be required.

(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, if the school staff and the Principal wish to continue the practice or program in its original or a modified form, a proposed waiver must be submitted and approved in accordance with the procedures set forth above.

## **V. Union Security**

### **A. Dues Checkoff**

1. The 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 Board 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 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 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.

## **VI. Fair Practices**

### Fair Practices

A. It is the continuing policy of the 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.

## **VII. Bargaining Unit Work**

A. 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 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 District. In any instance in which the applicable law, regulations, guidelines, contract or grant document covering the operation of such program prohibits the Board from doing so, the Board shall not extend the terms of this Agreement to the employees engaged in such programs. Otherwise, the Board shall extend the terms of this Agreement to employees employed in such programs.

## **VIII. Examinations and Appointments**

### **A. Postings**

1. Whenever it is decided during the school year to fill any positions in the District below the rank of Area Academic Officer, 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 Area Academic 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 or the Board 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. 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 twenty (120) days after provisional appointments are made. However, in the case of Instructional Support Positions, the examination shall be open only to District employees who meet the qualifications of the position.

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. Upon possession of a professional certificate issued by the Commonwealth of Pennsylvania, assuming satisfactory performance and completion of the alternative examination process, a literacy intern teacher will become an appointed teacher.

6. 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.

### 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.

## **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 Board;
    - (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 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 provisional employee 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 layoff 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 layoff 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 and Literacy Intern 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 Board will reassign laid-off employees first to any position or positions for which the Board 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. Comprehensive Day Care

(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 layoff shall be given to appointed employees involved.

#### 6. 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.

#### 7. Head Start

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.

#### 8. Food Service Managers

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

(b) At least three (3) days before being laid off or force transferred an appointed employee shall be informed of all vacancies in any other work locations in his/her classification in the department in which he/she holds an appointment, for the purpose of giving him/her an opportunity, to be exercised within said three (3) days, to fill such vacancy. If he/she requests appointment to such vacancy, he/she shall be assigned thereto. In the event that vacancies in such classification 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.

#### 9. Professional/Technical

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

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

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

## 10. Reading 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 Area of the employee's original school or a contiguous Area 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 layoff 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 layoff, and right to recall, the employee shall retain his/her seniority but shall not accumulate seniority.

### C. Just Cause

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

## **X. Professional Development**

### **A. Recognition of Need for Professional Development at District, Area 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, Area and 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 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 Area 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 B of this Agreement.
3. At the school, Area and District levels, the Federation and the District shall work together cooperatively to effectively assess the professional development needs of instructional and instructional support personnel for the purpose of planning professional development activities.

### **B. Required Professional Development Hours**

1. As part of their regular workday and work year, professional and temporary professional employees, long-term substitutes, intern teachers and apprentice teachers shall annually be required to participate in twenty-eight (28) hours of scheduled professional development.
2. Professional development hours may be provided annually at the school, Area and/or District level. The Federation-District Committee shall annually determine how many hours are apportioned at each level. By mutual agreement, the apportionment may be adjusted from time to time throughout the school year. Other hours required under Act 48 must be approved by the 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 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.

## C. Jointly Administered Programs

### 1. Promoting Enhanced Working Relationships in Schools and Areas

The Federation and the District agree that they have a shared responsibility to build the capacity for Federation and District representatives at the school and Area levels to make informed, educationally appropriate decisions. They commit to implement a program of jointly administered, 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 Board and the Federation shall cooperatively develop programs of induction, mentoring and continuing professional education as set forth below.

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

(c) At the school level, a Professional Development Committee shall be formed in each school consisting of an equal number of representatives designated by the Principal and Building Committee respectively. The size of the Committee shall be determined by the Principal and the Building Committee, provided however that in addition to the designated representatives the leader of the induction team and mentor(s) assigned to the school may also participate as members of this Committee.

(d) Annually, each school-based, Professional Development Committee shall conduct a needs assessment for the purpose of planning professional development activities for the following school year. The Committee will attempt to achieve consensus regarding the schedule and content for the professional development activities for their school that support the needs and activities identified as part of the School Improvement Plan, which both parties agree is a dynamic document.

(e) Should a school's Professional Development Committee be unable to reach consensus as to all professional development activities to be provided at the school level, it shall nevertheless meet and jointly agree upon the schedule and content for professional development activities during the following time periods:

(1) Three (3) of the non-student days provided in the school calendar.

(2) A pool of substitute days equal to the number of teachers at the school, which may be used to release teachers for conferences, observations or workshops held during the school day (as funds are available from categorical sources).

(3) One (1) observation/conference day for each teacher and paraprofessional for the purpose of that teacher's or paraprofessional's professional development (as funds are available from categorical sources).

(4) Time provided by school-based staff development funds, e.g., federal, state and/or private grant funds.

(f) In the event that a school's Professional Development Committee cannot agree on the schedule and content of these activities by the date on which the School Improvement Plan for the school is approved, the Federation-District Committee or a subcommittee thereof shall develop the schedule and content of the professional development activities to be held during the above time periods. To inform the Federation-District Committee's deliberation, the Principal and the Federation representatives shall submit to one another and to the Federation-District Committee, within two (2) weeks after the submission deadline for the School Improvement Plan, a summary of areas of agreement and disagreement regarding identified needs and the content and delivery for those time periods for which agreement is required. The Federation-District Committee will deliberate and make a determination within three (3) weeks.

(g) In the event that an Area professional development plan is not completed by March 15 for the following summer and school year, the Federation-District Committee or a subcommittee thereof shall develop the schedule and content of the plan. The procedures by which the Area refers a plan to the Federation-District Committee shall be the same as those described in paragraph (f) for the school level.

(h) If final professional development designs cannot be completed by March 15 for the central level, by April 15 for the Area level, or within five (5) weeks after the due date of the School Improvement Plan for the school level, the District may nevertheless finalize and implement the program, provided that the processes outlined in this Section ("Partnership to Improve Teacher Quality") have been followed.

### 3. Programs for New Teachers

#### (a) Induction/Mentoring

(1) The 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 Professional Development Committee in each school and Area shall have discretion to supplement the Plan to address assessed needs of the school organization

and to provide support for individual teachers. An induction team including mentors and peer coaches shall be responsible for implementing the Plan.

(3) At least during the first year of a new teacher's career, the induction program in each school shall require a school-based mentor relationship between new teachers (including new long-term substitutes, intern teachers and apprentice teachers) and individual colleague mentors, peer coaches or members of the school's induction team. In addition, school induction programs must specifically address the needs of new teachers hired or appointed after the beginning of the school year.

(4) School-based mentoring shall offer on-the-job support that allows new teachers, apprentice teachers and long-term substitutes to gain a practical working command of the teaching profession and should include classroom visits and peer coaching in classroom management and/or student behavior management.

(5) Because the context for induction varies from one school to the next, depending upon the numbers of new, regularly appointed teachers, apprentice teachers and long-term substitutes and the numbers of experienced teachers available to serve as mentors, the parties agree that individual schools, groups of schools and/or Areas may adopt mentoring models that are best suited to the needs of their new teachers.

(6) A template for school-based induction and mentoring is included as Appendix C to the Agreement.

(7) The Federation-District Committee shall oversee the administration of induction programs in schools and Areas to assure compliance with the District's Induction Plan and to assess the adequacy of implementation and/or the need for centralized supports.

(8) Colleague mentor teachers and teacher members of school induction teams 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.

(9) Once they have been selected, mentors will be provided appropriate training for the role. Further, mentors across the District shall participate, as a cohort, in ongoing professional development.

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

(b) Permanent Certification Credits

To the extent authorized by the Department of Education, college or continuing professional education course credits and/or credit 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 Board and the Federation together with other representatives required by Act 48 shall collaborate to establish the 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) The Professional Development Committee in each school and Area shall have discretion to supplement the Plan to address assessed needs of the school organization and provide support for individual teachers. These Professional Development Committees shall be responsible for implementing the Plan.

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

(4) 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 District's Continuing Professional Education Plan as it may have been supplemented at the school to which they are assigned.

(5) The Federation and the 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 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 District.

#### 5. Professional Development Programs for Instructional Support Personnel

(a) The 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 Board policy changes or initiatives.

(c) A committee with equal representation of Federation and 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 Board policies;

(4) time management, conflict resolution and team building skills; and

(5) budgeting and record keeping.

## **XI. Assessment of Performance and Interventions**

### **A. Individual Assessments for Professional Employees**

#### **1. Performance Review**

As set forth in Article XII, Section A.3, a system of performance reviews shall be developed based upon the recommendations of the Teacher Compensation Committee.

#### **2. Observations and Ratings**

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

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

(c) Except as specifically excluded by Article XII, 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.

(d) Ratings of teaching performance shall be based upon the observations of a Principal, Assistant Principal or other rating official.

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

(f) With the employee's consent, electronic devices may be used in the observation and supervision of an employee and as part of work-related projects.

(g) 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. Interventions**

#### **1. Teacher Improvement Program Suggestions (TIPS)**

Upon receipt of a second anecdotal report of unsatisfactory classroom performance or an unsatisfactory rating for classroom performance, a teacher shall meet with the school Principal or other designated administrator and shall participate in an appropriate professional development program designed to correct the weaknesses identified. This

program shall not exceed ten (10) hours outside of the regular teacher workday. Participation in such professional development shall not preclude the Principal or designee from working with the teacher during the workday when appropriate.

## 2. Peer Intervention

(a) The Board 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 in lieu of the TIPS Program.

(b) The Program of Peer Intervention will be provided in the manner set forth below.

(1) 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 Board. However, it will take a vote of six (6) to approve any proposal.

(2) 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.

(3) 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.

(4) 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.

(5) 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.

(6) For three (3) months following the start of the intervention period, the Principal will not evaluate or observe the participating teacher. However, no intervention process can be initiated after January 15 of any school year.

(7) 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 Board and the Federation agree that the intervenor, or any other person involved in the Peer Intervention Program, shall not be subpoenaed by the Board 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.

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

(9) The Board 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.

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

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

(12) The acts of the Panel, intervenor, coordinator, Federation and Board shall be final.

### C. Non-Professional Employees

1. Newly appointed employees (exclusive of professional employees, temporary professional employees, and per diem substitutes) shall serve a probationary period of 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 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.

## **XII. Compensation**

### **A. Teacher Salaries**

The parties recognize that the School District of Philadelphia has special challenges reflected in the need to attract and retain new teachers, to encourage professional growth of teachers, to meet the needs of our students and to offer more competitive salaries.

Toward that end, the District and the Federation have agreed to establish in addition to the Basic Compensation System as set forth in the Agreement, an Enhanced Compensation System, as well as a Bonus Program available to teachers in either system.

#### **1. Enhanced Compensation System (ECS) Design**

(a) The Enhanced Compensation System and the Bonus Program shall be developed by a Teacher Compensation Committee composed of equal numbers of representatives appointed by each of the parties. Such appointments shall be made no later than October 1, 2000.

(1) The Teacher Compensation Committee shall cooperatively design enhancements to the agreed upon Enhanced Compensation Salary Schedule which shall provide for salary increases awarded on the basis of demonstrated levels of skill and knowledge in subject content and classroom practice, and to recommend to the Superintendent areas of critical need and positions of professional responsibility for which bonuses will be provided.

(2) The Committee shall jointly determine the amounts of salary enhancements and bonuses to be awarded under the Enhanced Compensation System and the Bonus Program.

(3) Together with the educational compensation consultant identified in Section 2(a) below, the Committee shall continuously monitor the implementation of the Enhanced Compensation System.

#### **2. ECS Development and Implementation**

(a) The Teacher Compensation Committee shall identify a consultant with expertise in educational compensation to assist in the development and implementation of the Enhanced Compensation System. It shall also identify an independent educational compensation expert to provide opinions and recommendations periodically, as described below. If the Committee is unable to select an independent expert within thirty (30) days from the Committee's formation, each party shall immediately identify one such expert and these two experts shall, within ten (10) days, select a qualified individual to so serve. Should the Teacher Compensation Committee be unable to reach consensus on an issue critical to the initiation or continued implementation of the Enhanced Compensation System or the Bonus Program, the District may proceed with implementation of the program, provided:

(1) the issue has been presented to the independent expert for a timely expert opinion and recommendation;

(2) the District has afforded a reasonable opportunity for the parties to discuss the opinion and recommendation by the independent expert; and

(3) the independent expert concludes that the District's plan is not unreasonable.

(b) Should the independent expert conclude that the District's plan is unreasonable, paragraphs 1, 2, and 3 above must be repeated until the consensus is reached, or the District develops a plan that the independent expert finds not unreasonable.

### 3. Timeline for Development and Implementation

(a) The Teacher Compensation Committee shall design the Enhanced Compensation System and the Bonus Program according to the following process and timeline:

(1) By March 1, 2001, the Committee shall establish the parameters of the Enhanced Compensation System, including but not limited to the standards of skills and knowledge of subject content and classroom practice, the criteria and measures for receiving such enhancements and the amount and scope of the enhancements. The process for assessing classroom practice shall include the school Principal.

(2) By March 1, 2001, the Committee shall also design the Bonus Program, including but not limited to cooperative recommendations to the Superintendent regarding areas of critical need and positions of professional responsibility which should qualify for bonuses, as well as joint determination of the amounts of bonuses. This program shall be implemented effective September 1, 2001.

(3) During the 2001-2002 school year, the School District shall implement the Enhanced Compensation System on a pilot basis. Participation in the pilot shall be entirely voluntary, and shall result in placement in the Enhanced Compensation System salary schedule, with a resultant increase in salary effective September 1, 2001.

(i) Anyone who voluntarily participates in the pilot program may withdraw from participation in the pilot at any time, whether before or after being assessed, thereby returning to the Basic Compensation System for the 2001-2002 school year. An assessment during the pilot shall not result in any participant losing compensation or being adversely affected in any subsequent assessment.

(ii) At the end of the pilot, the independent expert may recommend change(s) to the program. The recommendation(s) will be considered and to the extent feasible incorporated into the Enhanced Compensation System. Implementation may then proceed so long as the independent expert concludes that any failure to make recommended changes is not unreasonable.

(iii) Failure of the parties to develop a pilot, or failure to secure or retain the targeted number of volunteers for the pilot, shall not preclude timely implementation of the Enhanced Compensation System so long as the independent expert concludes that the implementation plan is not unreasonable.

(4) During the 2002-2003 school year, the Enhanced Compensation System shall be implemented for any teacher who elects to participate, as well as for all teachers hired on or after March 1, 2001. All participants shall be placed into the Enhanced Compensation System salary schedule effective September 1, 2002, and this placement shall ensure an increase in pay relative to what each participant would have received in the Basic Compensation System.

(5) Participants in the Enhanced Compensation System shall remain in that salary schedule permanently. However:

(i) Those electing the Enhanced Compensation System, assuming satisfactory annual ratings, will at no point earn less than they would have earned in the Basic Compensation System.

(ii) Should an assessment not be completed by the end of the school year for which it was requested, the increase, if awarded at a later date, shall be retroactive to the date when it should have been received.

(iii) Anyone who undergoes a review and is not successful shall suffer no reduction in pay, assuming a satisfactory annual rating.

#### 4. Evaluations and Appeals

(a) The yearly teacher evaluation process will continue for all teachers, except that for a teacher in the Enhanced Compensation System it shall be replaced by the periodic assessment in those years when he/she is assessed.

(b) The Committee shall establish a procedure for accepting and deciding appeals that will be limited to determining whether the proper procedures were followed, and whether the action of the assessors is supported by the documentation collected during the assessment process.

#### 5. BCS and ECS Increases and Payments

(a) For the 2001-2002 through 2003-2004 school years, teachers in the Basic Compensation System (BCS) shall receive increases as follows:

9/1/01 4%

4/1/02 2%

12/15/02 4%

12/15/03 4%

(b) Employees hired on or after March 1, 2001, will be slotted into the Enhanced Compensation System (ECS) on the September 1 following implementation of the pilot program. They will be slotted into the appropriate pay progression in the ECS at that time.

(c) For the 2001-2002 through 2003-2004 school years, teachers in the Enhanced Compensation System (ECS) shall receive increases as follows:

September 1, 2001

(a) Voluntary participants (participants) in the ECS pilot program (pilot) will be slotted into the pilot after receiving an increment consistent with participant's then placement in the BCS and the salary increase scheduled to be received by teachers in the BCS on September 1, 2001.

(b) Participants remaining in active service through October 1, 2002 may receive a one-time payment (payment) not to exceed one thousand dollars (\$1,000) on October 1, 2002. This payment will be made only if participant's annual salary for the 2001-2002 school year under the ECS is less than one thousand (\$1,000) dollars greater than participant would have received by remaining in the BCS (salary differential). The amount of payment shall be in such amount that the combination of salary differential and payment equals one thousand (\$1,000) dollars.

September 1, 2002

(a) Voluntary participants (participants) in the ECS program will be slotted into the ECS pilot program after receiving an increment consistent with participant's then placement in the BCS and the salary increase scheduled to be received by teachers in the BCS on September 1 of the then current school year.

(b) Participants in the ECS may receive a one-time payment (payment) not to exceed one thousand (\$1,000) dollars on October 1st of the year they slot into ECS, provided they remain in active service. This payment will be made only if participant's annual salary for the 2002-2003 school year under the ECS is less than one thousand (\$1,000) dollars greater than participant would have received by remaining in the BCS (salary differential). The amount of payment shall be in such amount that the combination of salary differential and payment equals one thousand (\$1,000) dollars.

September 1, 2003

(a) Voluntary participants (participants) in the ECS program will be slotted into the ECS pilot program after receiving an increment consistent with participant's then placement in

the BCS and the salary increase scheduled to be received by teachers in the BCS on September 1st of the then current school year.

(b) Participants in the ECS may receive a one-time payment (payment) not to exceed one thousand (\$1,000) dollars on October 1 of the year they slot into ECS, provided they remain in active service. This payment will be made only if participant's annual salary for the 2003-2004 school year under the ECS is less than one thousand (\$1,000) dollars greater than participant would have received by remaining in the BCS (salary differential). The amount of payment shall be in such amount that the combination of salary differential and payment equals one thousand (\$1,000) dollars.

#### 6. Senior Career Teachers

(a) For employees hired after September 1, 1985, who are paid on a BCS 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.

(b) To qualify for placement on the BCS salary schedule for Senior Career Teachers, teachers must meet the following minimum requirements:

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

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

(3) Dual Certification as follows

(i) Two (2) subject areas, or

(ii) Elementary and Secondary, or

(iii) K-12 Certification, or

(iv) Regular and Special Education

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

#### B. Non-Teacher Salaries

1. All employees other than teachers participating in either the BCS or the ECS shall receive the following salary increases:

9/1/01 4%  
4/1/02 2%  
12/15/02 4%

12/15/03 4%

### C. General Compensation Terms

1. For the 2000-2001 school year, 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 on August 31, 2000.
2. Effective thirty (30) days following ratification of this Agreement, members of each bargaining unit shall receive a one-time payment of one thousand (\$1,000) dollars.
3. A teacher not participating in the Enhanced Compensation System, 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.
4. A former Philadelphia public school employee who returns to service within a period of four (4) years and participates in the Basic Compensation System shall be placed on the appropriate salary schedule at the same level with an employee in service with equal experience.
5. 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.
6. 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.
7. An employee who has been promoted shall suffer no loss of pay as a result of such promotion.
8. 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.
9. 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.

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

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

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

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

14. 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.

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

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.
22. 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 (1 1/2) 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 (1 1/2) 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.
23. 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.
24. In each school year, each teacher (as defined in Article XVIII, Section A.1) shall have the right to expend fifty dollars (\$50) 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 fifty dollars (\$50) 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 Administration and will govern for the life of this Agreement except as modified from time to time by mutual agreement of the parties.
25. In each school year each psychologist shall have the right to expend fifty dollars (\$50) 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 fifty dollars (\$50) 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 Administration.
26. The Board shall add to the regular school requisition form a health education materials listing. Each public school shall be allotted the sum of fifty dollars (\$50) each year for such supplies to be ordered by the nurse. Each non-public school which has at least one (1) day of nurse service every other week shall be allotted the sum of twenty-five dollars (\$25) for such purpose. The method of effectuation of this Section has been agreed upon by the Federation and the Administration 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 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.

27. 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 31 of each year.

28. 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 O.6. Long-term substitutes in this class shall be eligible for benefits only through June 30.

#### 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 (1 1/2) 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 (1 1/2) 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 dollar (\$50) supply allotment from the library budget 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 (1 1/2) 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) Each day of authorized absence because of sickness shall be considered as eight (8) hours of straight time worked for the above purposes.

(d) 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 (7 3/4) hours in any day at the rate of time and one-half (1 1/2). A holiday and sick leave day shall be considered seven and three quarter (7 3/4) 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 (1 1/2) for all hours worked during the evening.

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

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

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

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

#### G. Other Compensation Terms for Per Diem Substitutes

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

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

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

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

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

2. All employees in the bargaining unit whose salary is equal to or less than forty-five thousand eight hundred eleven dollars (\$45,811) per year effective April 30, 2000, shall be eligible for overtime compensation at the rate of time and one-half (1 1/2) 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.

3. All employees in the bargaining unit earning more than the amount named in Section 2 above, but less than sixty-eight thousand fifty-three dollars (\$68,053) per year effective April 30, 2000, shall earn overtime as above based on the hourly rate of an employee earning the amount named in paragraph 2.
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.
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 (1 1/2) 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 (1 1/2) 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 (1 1/2) 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 (1 1/2) 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.
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 Day Care Bargaining Unit

1. An employee who is required to work beyond his/her regular workday shall be granted compensatory time. 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 1/2) of his/her regular hourly rate.

2. Exclusive of Lead Teachers and Social Workers' staff, employees shall be paid at the rate of time and one-half (1 1/2) 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.

5. Employees in the Comprehensive Day Care Program will be given credit for prior appointed teaching experience that was completed within the Philadelphia School District.

6. No more than (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 (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 Day Care 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 granted compensatory time. Compensatory time is to be taken during the same pay period. Compensatory time shall be taken with authorization of the appropriate administrator and with no less than twenty-four (24) hours prior notice.

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 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 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 workday 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 Administration 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 Reading Assistants' 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 (1 1/2) 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 Christmas and Easter 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 (1 1/2) 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 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. Pay for Satisfactory Performance

1. All employees shall be eligible for pay raises, incremental increases or service increments only if they receive a satisfactory rating at the end of the rating period proceeding 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 or 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.

#### O. Schedule/Methods of Payment

1. Employees shall be paid every other Friday.
2. When a holiday falls on a day when checks are issued, the checks shall be distributed on the workday preceding the holiday.
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 10pay12 employee (a ten month employee who receives his/her salary over a twelve 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.

### **XIII. Benefits**

#### Benefits

##### A. Medical Plans

1. Medical Coverage. Effective September 1, 2000, the District shall provide medical coverage to eligible employees and their qualifying dependents, in accordance with this Section, in the Teachers, Non-Teaching Assistants, Secretaries, Paraprofessionals, Comprehensive Day Care, Food Service Managers, Head Start and Professional/Technical bargaining units.

2. Employee Eligibility. Employees eligible for medical coverage under the 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 COBRA rights, coverage shall cease on the date that active employment ceases.

##### Qualifying Dependents.

(a) The legal spouse of the employee or the employee's certified life partner will be eligible for coverage.

(b) The employee's children will qualify for coverage if they are dependent on the employee and are (i) under 19 years of age, (ii) between the ages of 19 and 25 (inclusive) and are unmarried, full-time students; or (iii) disabled.

(c) Subject to COBRA rights, coverage of qualifying dependents shall cease on the date that active employment of the eligible employee ceases.

3. Plan Options. The medical coverage offered by the District shall be as follows:

(a) Effective November 1, 2000, all new employees shall be enrolled in Keystone 5 for a period of three (3) years at no cost to employee.

(b) The traditional Blue Cross/Blue Shield Indemnity Plan shall continue to be available to those employees currently enrolled. Effective September 1, 2002, any employee enrolled in the Indemnity Plan shall pay twenty-five percent (25%) of the premiums of said plan.

(c) Effective November 1, 2000, all employees currently enrolled in Personal Choice 5 shall be enrolled in Personal Choice 10/20/70 (Modified B) at no cost to the employee.

(d) Effective November 1, 2000, all employees currently enrolled in Keystone 2 shall be enrolled in Keystone 5 at no cost to the employee.

4. 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.

#### B. Creation of 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, shall establish a Trust Fund to be designated and known as the "Philadelphia Federation of Teachers Health and Welfare Fund."

2. The Trust Fund shall have its place of business in Philadelphia, Pennsylvania, and it shall 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 Board of Education or its designee.

3. Effective September 1, 2000, the Board shall pay into said Fund the sum of two thousand dollars (\$2,000) per eligible member. The payments shall be made bi-weekly at the rate of seventy-six dollars and ninety-two cents (\$76.92) for each of twenty-five (25) pay periods and seventy-seven dollars (\$77) for the twenty-sixth (26th) full pay period.

4. Effective no later than July 5, 2001, the Board shall make a payment to the Fund of thirteen million dollars (\$13,000,000). The payment shall be paid on behalf of all eligible members without regard to the number of eligible members then enrolled in the Fund's plan.

5. Effective September 1, 2001, the Board shall pay into said Fund the sum of two thousand two hundred fifty dollars (\$2,250) per eligible member. The payments shall be made bi-weekly at the rate of eighty-six dollars and fifty-three cents (\$86.53) for each of twenty-five (25) pay periods and eighty-six dollars and seventy-five cents (\$86.75) for the twenty-sixth (26th) full pay period.

6. Effective September 1, 2002, the Board shall pay into said Fund the sum of two thousand five hundred fifty dollars (\$2,550) per eligible member. The payments shall be

made bi-weekly at the rate of ninety-eight dollars and seven cents (\$98.07) for each of twenty-five (25) pay periods and ninety-eight dollars and twenty-five cents (\$98.25) for the twenty-sixth (26th) full pay period.

7. Effective September 1, 2003, the Board shall pay into said Fund the sum of two thousand eight hundred fifty dollars (\$2,850) per eligible member. The payments shall be made bi-weekly at the rate of one hundred and nine dollars and sixty-one cents (\$109.61) for each of twenty-five pay periods and one hundred and nine dollars and seventy-five (\$109.75) for the twenty-sixth (26th) full pay period.

8. The amounts paid into the Fund on behalf of each eligible employee shall be pro-rated over the eligibility period for each employee.

#### C. Purpose of Trust Fund

1. The purposes of the Trust Fund shall be 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 Board 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 Board 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 each school year during which this Agreement is in effect, the Board shall pay to said Trust Fund one hundred and thirty-five dollars (\$135) per year for each employee covered by this Agreement payable at the rate of six dollars and seventy-five cents (\$6.75) 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 Board 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 Board; 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 Board 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 Board shall contribute the sum of four hundred thousand dollars (\$400,000) on an annual basis for the purpose of tuition reimbursement.
2. The Board and Federation agree to create a Joint Committee comprised of two (2) representatives appointed by the Superintendent and two (2) representatives appointed from the Federation who shall have the authority to implement and oversee this program.
3. The funds from this program shall be made available to Paraprofessionals, Non-Teaching Assistants, Secretaries, non-degreed Professional/Technical bargaining unit members, non-degreed Comprehensive Day Care 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 Day Care, 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:

Base Salary Amount Base Salary Amount

Under \$1,500 \$ 3,438 \$9,000 to \$9,999.99 \$15,000

\$1,500 to \$2,999.99 \$ 5,000 \$10,000 to \$10,999.99 \$16,250

\$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. 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 (1/2) of such premium cost.

6. Additional Options. In addition to the foregoing, with the approval of the Federation, the 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 Day Care, 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:

Percentage of Premium Paid

Accumulated By the

Sick Leave Waiting Period School District Benefit Duration

Less than 10 days 7 25%

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 District will be as follows:

Percentage of

Premium Paid

Accumulated By the

Sick Leave Waiting Period School District Benefit Duration

Less than 10 days 7 50%

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.

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.

#### K. Workers' Compensation

1. Eligibility. As set forth in this Section, active employees in all bargaining units shall be covered by the 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 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 ( $66\frac{2}{3}$ ) percent of base pay.
3. Injuries or Illnesses Sustained by Physical Assault. 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 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 District in accordance with the WCA.
4. Offsets. In accordance with the WCA, the District shall be permitted to offset benefits under the WCA against other income.
5. Delivery System. The 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.

#### L. Termination Pay

1. 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.
2. Eligibility
  - (a) For employees in the Teachers, Non-Teaching Assistants, Secretaries, Paraprofessionals, Comprehensive Day Care, Food Service Managers, Head Start, Professional/Technical and Reading 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.

(b) 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.

### 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 ( $31/3$ ) 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 ( $31/3$ ) 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 ( $31/3$ ) 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 ( $1/200$ ) 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 ( $1/240$ ) 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 G 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 Day Care, Food Service Managers, Head Start, Per Diem Teachers, Reading Assistants and Professional/Technical.

## O. Benefits Bulletins and Policies

1. Distribution to Employees. The 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 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 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.

## **XIV. Due Process Procedures**

### **A. Conference Procedures**

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

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

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

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

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

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

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

6. In any conference between a Principal and an employee at which conference a person or persons are present who are not employees of the 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 Board's expense, on the Board'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 Dorland's Medical Directory. The Federation shall agree to the list of doctors to be used for this purpose.

## **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 may 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 a reasonable time following the act or condition which is the basis of the grievance. 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. (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 Area Academic Officer 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 Area Academic Officer 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 Area

Academic Officer 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, 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 Board 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 Board action, not inconsistent with any provision of this Agreement, taken under any term of this Agreement, requiring or providing for exercise of the Board'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 Board under its By-laws, applicable law and rules and regulations having the force and effect of law, except that this clause (ii) 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 Board 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 Board 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 Board 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 Board 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.

## **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 A.1(a) and A.1(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. The provision does not apply to Comprehensive Day Care 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.

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, Reading Assistants and Classroom Assistants in the 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 Day Care 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 Day Care 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 Reading Assistants.
8. Upon appointment, long-term substitutes shall become eligible to receive the same insurance rights as regularly appointed employees.

## **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 1 and June 30. 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 Board 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 30-minute, duty-free lunch in secondary schools and a 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.

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

(ii) 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) Lunchtime 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 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 workday 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 fifteen (15) minute break in the morning and one 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 fifteen (15) minute break in the morning and one fifteen (15) minute break in the afternoon.

### 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 am and 6:00 pm.

### 5. Comprehensive Day Care

Except for Cleaning Employees, the regular workday for all part-time Comprehensive Day Care employees shall be five (5) hours; and the regular workday for full-time Comprehensive Day Care employees, except Social Worker Assistants, shall be seven and one-half ( $7\frac{1}{2}$ ) hours, including a thirty (30) minute, duty-free time and two (2) fifteen (15) minute breaks but exclusive of lunch. The regular work day for Social Worker Assistants shall be seven and three-quarter ( $7\frac{3}{4}$ ) hours, including thirty (30) minute, duty-free time and two (2) fifteen (15) minute breaks but exclusive of lunch.

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) minute 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 fifteen (15) minute breaks.

### 7. Head Start

The workday for Head Start Employees shall be six (6) hours and fifty-five (55) minutes including a thirty (30) minute duty-free lunch.

#### 8. Professional/Technical

The workday for Professional Technical employees shall be seven and three-quarter (7<sup>3</sup>/<sub>4</sub>) hours including a one (1) hour duty-free lunch. The workday shall be scheduled between 7:00 a.m. and 6:00 p.m.

9. Reading Assistants, Parent Assistants and Health Room Technicians, Reading Assistants, 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 CDC employees for positions or tasks or extra-curricular activities of a school, provided, however, that participation in other uncompensated duties or activities within the 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 Reading Assistants' 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 managers 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.
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. Under unusual circumstances, an employee will be transferred at his/her request if he/she, the Board and the Federation agree, notwithstanding any seemingly contrary provisions contained in this Agreement.
8. When the Board elects to make apprentice intern opportunities available, employees who possess college degrees will be permitted to apply for participation in the program.
9. Employees shall be given the opportunity to make known their comments and suggestions when new departmental programs are implemented.
10. 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:

#### Length of Meeting Substitute Service

2 to 3 hours 1/2 day

Over 3 hours 1 day

11. In all schools, announcements shall be made, except in the case of an emergency, only at the same time throughout the school year. Such time shall be jointly determined by the parties.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. Students may not be transported in a personal vehicle except where specifically permitted by Board policy.

## **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, home and school visitors, teachers on leave, special education teachers, itinerant teachers, museum education 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, then such teachers shall have the time restored for any additional lost preparation time within thirty (30) calendar days of each lost period of preparation.

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

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

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

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

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

(l) Literacy Intern Teachers may not be used for prep-time coverage, but will be afforded prep-time at the same time as the teacher of record assigned as a partner teacher.

## 2. Rosters

(a) In the spring of each year, the Principal and the Building Committee 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 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 180 minutes consecutively or 195 minutes in cases where block rosters exist.

(n) Literacy Intern Teachers may be assigned to work in partnerships with appointed teachers in kindergarten and or first grade classes, but will not be considered teachers of record for any class.

(o) 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.

(p) 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.

(q) Each department chairperson who continues to be compensated under the Basic Compensation System 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 on the Basic Compensation System at which he/she would be paid if he/she were not the department chairperson.

## C. Assignment and Transfer

### 1. Policy

(a) The Board 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 District;

- (2) To reduce the overall vacancy rate throughout the District and eliminate individual school vacancy rates that are above the city average;
- (3) To maintain racial balance in the teaching staffs of all schools;
- (4) To increase opportunities for career development of teachers; and ultimately;
- (5) To match abilities and interests of teachers with needs of students and the demands of the instructional programs in schools.

(c) These procedures contemplate expanded opportunities for school community participation in decisions regarding the assignment and transfer of teachers. In particular, over the course of this Agreement, Principals shall have a role in determining whether teachers may transfer to their school, and Personnel Committees in schools may be granted the power to select teachers who will be assigned to work in their schools.

(d) The Federation and the Board 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 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 Board for negotiated changes.

(e) The Board 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 teaching vacancies, retiring or resigning teachers shall provide at least sixty (60) days' notice of their intention to retire or resign.

(1) Teachers 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 who provide such early notice of their intention to separate from School District service shall not be precluded from working in the District's summer programs to provide instruction in the summer of their separation from service, excluding participation in professional development.

(b) In any school year, teachers including apprentice teachers who are newly hired to fill a vacancy between September 1 and January 1 shall be considered permanently assigned.

(c) Teachers newly hired after January 1 and before July 1 shall be on temporary assignment.

(d) 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. Such retention shall be made subject to racial balance requirements, only if a vacancy exists in the school after the completion of the transfers processed during the four (4) week period following completion of allotments.

(e) In order to be retained, the teacher must be rated satisfactory. Application for retention in a school on forms furnished by the District shall be filed by June of each school year for the following school year.

(f) A teacher placed on special assignment as a result of working out of his/her classification or having been assigned not in accordance with racial balance requirements shall be subject to involuntary transfer in the succeeding school year.

(g) Upon appointment as a teacher or an apprentice teacher, a literacy intern teacher may, with the Principal's consent, request retention in the school where he or she interned. This new teacher shall be retained, subject to racial balance requirements, if a vacancy exists in the school, after completion of the four (4) week transfer period.

(h) Until school-based selection procedures described in this Article have been adopted, transfer assignments shall be made in accordance with the principle of seniority as described in this Article.

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

(j) 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.

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

(l) Properly qualified employees shall be eligible for transfer from positions in the Comprehensive Day Care, Head Start and Parent Co-op Nursery Programs to vacant positions in the same classification in the public school program subject to the transfer procedures applicable to employees in their classification.

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

### 3. Racial Balance In Faculties

(a) In accordance with the Board's objectives for racial balance in faculties, the faculty in a school shall be deemed to be racially balanced if the percentage of African American teachers is between seventy-five percent (75) and one hundred twenty-five percent (125) of the city-wide percentage of such minority teachers at that organizational level (i.e. elementary, middle or high school).

(b) A right to follow, right to return or voluntary transfer out of a school shall not be denied because of racial balance at the sending school. Racial balance shall be restored by allowing teachers of the appropriate race to transfer in or by new appointments.

(c) No voluntary transfer will be permitted from any school if the transfer will create racial imbalance in the receiving school.

(d) A request by a teacher for reclassification from part time to full time in his/her own payroll school shall not be denied because of racial balance.

4. The provisions of this Agreement regarding racial balance in faculties shall be suspended in all schools that have implemented school-based selection of teachers, subject to the implementation and evaluation provisions in this Article.

### 5. Involuntary 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.

## 6. Replacement Buildings (Schools)

(a) 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 provided such transfer will not adversely affect racial balance at the receiving location. Teachers so transferred shall maintain their current location seniority in the new building.

(b) Teachers from a replaced building, who are willing to be so assigned, shall be assigned to vacancies in the replacement building in accordance with their location seniority within their appointed classification. 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 Board may require such teachers to take such training.

(c) Teachers who do not accept assignment or for whom there are no vacant positions in the replacement building shall select a new assignment as forced transfers in accordance with their system seniority. Remaining vacancies will be filled in accordance with applicable provisions of the contract.

## 7. New Schools

(a) At least one-third (1/3) of the positions in a new school may be filled by new appointments.

(b) Achievement of the objective of racial balance in faculty in a new school will have priority for both appointments and transfers to such school.

## 8. Positions Dropped Because Of Reduced Enrollment

(a) Transfers made because of decreased pupil enrollment shall be based on building seniority, provided such transfer does not adversely affect the racial balance of the school. The teacher of the appropriate race 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) Teachers dropped because of reduction in enrollment are to be assigned to available vacancies in schools of their choice, based on system seniority when the assignment will not adversely affect racial balance.

(c) 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 and provided such transfer will not adversely affect racial balance. The right-to-return transfer must be re-filed each year in order to remain valid.

(d) 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.

(e) 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.

#### 9. Voluntary Transfers

(a) Effective February 1, 2001, an appointed teacher must have three (3) years of location seniority in order to voluntarily transfer to another school in the position classification or subject for which he/she is presently qualified and appointed.

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

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

(d) Applications for transfer on forms furnished by the Board shall be filed with the Office of Human Resources 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.

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

(f) Transfer requests timely filed and forced transfers shall be considered for authorized vacancies that are identified during the four (4) week period following completion of allotments, generally prior to July 10. All transfer requests shall be honored prior to September 1 to fill those vacancies created by administrative action by the District.

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

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

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

#### 10. 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 District.

(b) Administrative transfers for other than disciplinary reasons shall have the opportunity to select a new position in order of system-wide seniority and shall carry location seniority to the new school.

#### 11. School-Based Selection

(a) During the term of this Agreement the parties shall develop and implement school-based teacher selection and assignment procedures whereby individual school organizations may make teacher assignment decisions without preferences based exclusively upon seniority.

(b) 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.

(c) To effect school-based selection, a Personnel 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.

(d) In each school that implements school-based selection of teachers, the Personnel 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 members of each Personnel 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 Personnel Committee.

(e) Personnel Committees shall:

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

(2) Screen candidates and schedule interviews;

(3) Select faculty to fill vacancies;

(4) Establish a process to maintain racial balance among teachers.

(f) The Principal in consultation with the Personnel Committee will select the most qualified candidate for each available position.

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

(h) Effective with the hiring season for the 2001-2002 school year, a pilot group of schools selected from among schools identified as racially isolated schools and middle schools, based upon criteria determined by the parties, shall implement school-based selection of teachers.

(i) 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 in the hiring season for the 2001-2002 school year, pursuant to the following procedures:

(1) Upon approval of the Principal, a proposed waiver will be submitted for ratification by the affected staff in the School or SLC. Ratification shall be by way of a secret ballot in which all employees covered by this Agreement who are assigned to the school or SLC shall be eligible to vote, and shall require an affirmative vote of two-thirds (2/3) of the affected employees in the school who vote. In the case of a waiver for a small learning community, ratification by both two-thirds (2/3) of the affected employees assigned to the SLC who vote and two-thirds (2/3) of the affected employees in the school who vote shall be required.

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

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

(4) 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.

(5) 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.

(j) 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 31 prior to the hiring season that such school-based selection procedures are implemented.

(k) The Federation-District Committee shall continuously monitor and evaluate the pilot during the year of implementation and at the end of such year identify a schedule for implementation beyond the pilot schools. The parties will work to continue to expand the pool of schools using the above-described site-selection process throughout the duration of this Agreement, making any necessary adjustments to the process as might be suggested by the results of the evaluations.

## 12. Training, Implementation & Evaluation

(a) In accordance with Article X, intensive professional development shall be provided to the members and potential members of the Personnel 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 parties agree to collect and review data during the course of this Agreement to assess the impact of school-based selection upon racial balance in faculties and to determine whether race-conscious assignments should be resumed.

(c) The administration shall, upon request, provide the Federation with racial balance figures, the number of authorized vacancies and the number of teachers by racial designation for each school.

## 13. 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.

#### 14. 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.

#### 15. Assignment of Nurses

(a) Assignments and reassignments of nurses shall be made in accordance with the needs of the school system. The Superintendent 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 Board 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 nurses on an annual rotating basis within each Area. The employee with the greatest system seniority in an Area shall be selected first. In the event that no nurse is available to fill an assignment from within an Area, positions shall be offered to employees within the District based on system seniority.

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

#### 16. 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. 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. In those elementary schools that still have recess duties, there shall be no more than one (1) teacher on recess duty and such duties shall be rotated among the faculty.

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 daily or weekly lesson plans by a teacher with a satisfactory rating who has completed the probationary period may be required only to the extent of an outline of the daily activities of the class including topic, instructional goals, instructional strategies, resources/materials and supplies and references to textbooks or curriculum guides and frameworks or Program of Study for the appropriate guide. Each teacher 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.
14. The Board will give every consideration to achievement of the Federation's goals of a maximum caseload for elementary counselors of four hundred (400) and a maximum caseload for secondary counselors of three hundred (300). There shall be at least one (1) counselor in each elementary school.

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 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 Board 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 Board as well as individual school administrators shall set clear standards of student conduct and identify clear consequences for infringements; and shall give teachers effective and consistent support to enforce such established standards of conduct. In addition, the parties have agreed to work together to provide teachers with professional development and to assist in developing and implementing appropriate instructional and behavior adjustment strategies.

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

8. 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.

9. 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.

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

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

12. 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.

13. 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.

14. On or before October 31, 2000, and by September 30 on an ongoing basis thereafter, administrators in each Area shall notify the teachers and administrators for the schools in the Area of all programs and services available in that Area to address the issue of disruptive students including, but not limited to, the name of the provider, the nature of the services available and a description of how to access such services.

15. On or before October 31, 2000, the District shall conduct a survey of all Areas in order to determine what, if any programs/services are available to teachers to assist them in dealing with disruptive students and to evaluate the effectiveness of such programs and services.

16. On or before January 1, 2001, the Federation-District Committee, or a subcommittee thereof shall meet to discuss the results of the survey and to determine which programs/services are working most effectively to deal with the issue and shall make recommendations to the District as to those programs services that should be made available in all Areas.

17. The District shall use its best efforts, based on these recommendations, to ensure that effective programs/services are in place and available to schools within every Area by no later than September 1, 2001.

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

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

20. Industrial Arts Teachers shall be allowed two (2) days with pay per year for visitations to industry and to other schools.

21. Work orders (for work to be done by students in industrial arts and technology education programs) must have the approval of the teacher, the Principal and the department head, if there is one. The teacher must be given adequate time for proper scheduling of an approved work order.

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

#### F. Support Services, Supplies, Facilities and Other Conditions

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

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

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

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

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

6. Class record books shall be supplied for all elementary school teachers.

7. 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.

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

9. As soon as possible, all books for all libraries shall either be purchased in already processed form or shall be centrally catalogued.
10. The Board will give consideration to its ultimate goal of meeting the standards for staffing libraries established by the Commonwealth of Pennsylvania.
11. Special class teachers required to remain with their class during lunch shall receive an equivalent amount of time off.
12. 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.
13. 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.
14. 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.
15. 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.
16. There shall be a separate mailbox for each Speech and Hearing teacher assigned to a school.
17. 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.
18. Each Psychologist shall be provided with reasonable facilities and essential secretarial services as 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.
19. 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.
20. Information pertaining to professional opportunities applicable to school psychologists shall be distributed to and posted in all Areas and central offices in which school psychologists are located so that all psychologists have the opportunity to determine whether they wish to participate therein.

21. 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.
22. Assignment to such projects within an Area shall be made in accordance with the procedure enumerated above from among the psychologist assigned to such Area.
23. A psychologist shall be permitted to transfer from one Area to an existing vacancy in another on the basis of seniority. Such transfer shall be effective on September 1.
24. Psychologists shall not be required to report on days when all schools are closed by administrative action.
25. A central storeroom in which would be stored and from which would be delivered, on request, to the teachers small tools and general hardware (items and consumable supplies which are in common use and common to the shop activities in the school) will be provided in each technical high school. The central storeroom will be staffed with a full time stock clerk. Where shops are in an Area and have a central tool room served by a full time stock clerk, this will be continued. New buildings will be designed and constructed in a manner to provide grouping of shops and central tool rooms staffed by full time stock clerks for each grouping.
26. 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.
27. 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.
28. 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.

#### G. Class Size

1. The Board 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 Board has established policy goals for reduced class size.
3. Maximum class size shall be thirty (30) in grades K-3.
4. 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.
5. In all other regular classes, maximum class size shall be thirty-three (33) students.
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 a full-time Literacy Intern Teacher and 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 Board shall maintain the following special classes with the class size maximum required by the Pennsylvania Department of Education as they may be amended from time to time. This chart presents the caseload allowed on a single teacher's rolls; the number in parenthesis is the maximum number of exceptional students in the room with the teacher at any one time. The current state maximums are:

Type of Service	Itinerant	Resource	Part.	Full.
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			<b>time</b>	<b>time</b>
<b>Academic Support Class</b>				
Gifted Support	15-75 (15)	12-50 (15)	10-30 (15)	10-15 (15)
Learning Support	15-50 (6)	15-20 (8)*	10-15 (8) *E 15-18 (9) *S	6-12 (12) *E 8-15 (15) *S
Life Skills Support	10-20 (4)*	10-20 (6)*	10-15 (8) *E 15-18 (9) *S	8-12 (12) *E 8-15 (15) *S
Emotional Support	15-50 (4)	15-20 (6) *	10-15 (10) *	6-12 (12) *
<b>Sensory and Communication Support Class:</b>				
Deaf or Hearing Impaired Support	15-50 (4)	6-15 (6) *	6-10 (6) *	5-8 (8)*
Blind or Visually Impaired Support	15-50 (4)	6-15 (6) *	8-15 (8) *	5-12 (12)*
Speech and Language Support	20-90 (4) **			5-8 (8)*
Physical Support	15-50 (4)*	6-15 (6)*	6-12 (6) *	6-12 (12) *
Autistic Support	8-12 (4) *	6-8 (6) *	4-8 (6) *	4-8 (8)*
Multihandicapped Support (LSS-MH)	8-12 (4) *	6-8 (6) *	4-8 (6)*	4-8 (8) *

\*Paraprofessional assistance available.

\*\*With no more than 90 sessions per week.

## **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 Christmas and Easter 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 Christmas and Easter 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 Christmas and Easter 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 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 list, in accepting an appointment, does not have his name removed from the other list, and may be assigned to the other type of work at such time as his name is reached. Such later assignment is not a transfer.
5. To be eligible for transfer, an employee must serve for at least one year in the position to which he has been appointed from an eligibility list or to which he/she has voluntarily transferred.
6. Applications for transfer must be made on Form EH 30, which may be secured in the office of the Principal or site administrator. Each of the three 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.
8. Applications for transfer to be considered for the beginning of the following term must be received in the office of Human Resources not later than 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.13.

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 Board.

### 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 shall furnish to each school secretary at the beginning of each school year, 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.

## **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.
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.
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 p.m. 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.

2. Except for emergency situations, it is the 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.

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 by June 1.

(b) Applications for NTAs to fill such positions shall be submitted not later than June 15.

(c) In assigning NTAs to summer employment in any school, the NTAs whose home school it is will be assigned, to the number necessary to fulfill its requirements, to summer employment in that school on the basis of the highest NTA school seniority of all NTAs for whom it is the home school.

(d) Those ten (10) month NTAs who apply for summer employment, but who have not designated their home school in their application, or whose home school is not conducting any activity at any time during the summer or who are not entitled on the basis of their seniority to summer employment in their home school, shall be assigned on the basis of their systemwide seniority as an NTA.

#### C. Duties

1. The duties of NTAs include non-teaching duties heretofore or presently performed by teachers.
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.

#### D. 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.

#### E. 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 a position 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. Certain vacancies may be designated to be filled only by men or only by women.

6. Assignment of tasks to NTAs within the school shall be the duty of the Lead NTA, subject to the approval of the Principal.

## **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 Board.

#### 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.

## **XXII. Working Conditions of Comprehensive Day-Care Employees**

### **A. Work Schedule**

1. 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 (1/2) hour break. All cleaners shall have two (2) fifteen (15) minute breaks; one (1) in the morning and one (1) in the afternoon.
2. 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.
3. 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.
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 head teacher and employee involved at least two (2) working days in advance.
5. The Comprehensive Day Care Program will follow the School District Administrative calendar. When it is not possible, compensatory days will be provided.
6. Custodial assistants may use their time off as they see fit. This is to include leaving the building without permission of the appropriate administrator.
7. 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.
8. 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.
9. When there is an opening for a full-time position in the Comprehensive Day Care Program to be filled on an acting basis, the Administration will agree to consider part-time employees at that location to apply to fill the position.

10. The Administration may designate certain positions as ten (10) month positions. 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. The selection of an employee to fill such a position shall be on the basis of system seniority.

#### 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.5 — Involuntary Transfer;

(c) C.6 — Replacement Buildings;

(d) C.8 — Positions Dropped Because of Reduced Enrollment;

(e) C.9 — Voluntary Transfers; and

(f) C.10 — Administrative Transfers.

2. Except that CDC employees shall be entitled to voluntary transfer to another center with one (1) year of location seniority. Racial balance requirements shall not apply to transfers for CDC employees.

3. Assignments and Transfers for all other employees shall be effected in accordance with Article XIX, Section B.

4. 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.

5. 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.

6. For the 2001-2002 year and thereafter, Comprehensive Day Care Administration shall designate positions as twelve (12) month or ten (10) months. Any reassignments of employees resulting from these designations shall be done in seniority order in accordance with this Agreement.

#### C. Duties

1. The instructional staff must participate in the meal time phase of the Comprehensive Day Care Program.
2. All emergency assignments and duties within a school or center are to be shared among all employees on an equitable basis.
3. No Comprehensive Day Care employee shall be assigned to a public school as a temporary substitute.
4. Comprehensive Day Care 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.
5. No employee shall be required to perform personal errands and tasks for other members of the staff.
6. Social Workers shall not be used as substitutes.
7. Except in an emergency, office assistants shall not be required to take the place of classroom staff in the performance of the classroom staff's regular duties.
8. Clerical employees shall not be used as substitutes.
9. Student nurses assigned to schools or centers for the purposes of observation shall not be used as substitutes.
10. No cleaner shall be required to supervise or care for children, except in an emergency situation.
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. There shall be two (2) adults on Comprehensive Day Care premises at all times during operating hours.

#### D. Support Services, Facilities and Supplies

1. When necessary, security will be provided at the time of fee collection.
2. When necessary, security will be provided in early morning and/or late evening.
3. Effective extermination services shall be provided in the schools and/or centers.
4. Playground space provided in the school and/or center lease shall be clean and safe.
5. 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.
6. When space is available, Comprehensive Day Care employees shall be provided adequate lounge and eating facilities.
7. Adult sanitary facilities shall be easily available to all employees at each school or center wherever space permits.
8. All schools or centers shall be provided with heat and hot and cold water including drinking water.
9. When heat and air conditioning is available in the leased space, it shall remain in operation until the end of the workday.
10. 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.
11. Disposable cups shall be used for the afternoon snack.
12. Each employee shall be provided with the appropriate supplies and materials required for the performance of his/her assigned tasks and duties.
13. The Administration 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.
14. The Comprehensive Day Care 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 Day Care Central Office shall inform schools or centers of cancellations, delays, or any changes in trip plans.
15. Job descriptions shall be provided for each classification.

16. Whenever possible, the Administration will communicate all changes in policies and procedures regarding the Comprehensive Day Care Program in writing two (2) weeks before implementation.

17. 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.

18. 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.

#### E. Class Size/Case Load

1. The Board 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. Social Workers shall generally assume responsibility for not more than two (2) schools or centers.

## **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 (5) percent 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 (5) percent 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 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.

## **XXIV. Working Conditions of Head Start 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. Head Start teachers shall be given preparation time of two hours per week to be determined at each location in consultation with the central Head Start office. Preparation time will be paid back when schools are closed because of inclement weather.
3. Head Start teachers who are certified shall be eligible for sabbatical leaves to the same extent and subject to the same regulations as public school teachers.

### **B. 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. All emergency assignments and duties within a center are to be shared among all employees on an equitable basis.
3. No Head Start employee shall be assigned to a public school as a temporary substitute.
4. Assistants are not to float.
5. No employee shall be required to perform personal errands and tasks for other members of the staff.
6. 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 Board.
7. Employees shall not be required to take the place of a secretary in the performance of the secretary's regular duties.
8. No supervisor shall ask a non-clerical employee to do the supervisor's paper work for him/her.
9. Head Start Administration will assume the responsibility for writing and disseminating program-wide information that has to go to parents.

10. The instructional staff must participate in the meal time phase of the Head Start Program. Each such employee shall receive a thirty (30) minute duty free period during the day.

11. All staff meetings initiated by the Head Start Central Office 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.

12. 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.

13. The preparation of daily or weekly lesson plans by a teacher is required.

14. The preparation of daily or weekly lesson plans by a teacher with a satisfactory rating who has completed the probationary period may be required only to the extent of an outline of the daily activities of the class including topic, instructional goals, instructional strategies, resources/materials and supplies and references to textbooks or curriculum guides and frameworks or Program of Study for the appropriate guide. Each teacher 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.

#### C. Assignment and Transfer

1. Except as provided in paragraphs 2, 3 and 4 below, assignments and transfers shall be effected in accordance with Article XIX, Sections B.3-6 and B.8-14.

2. Non-support staff members 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.

3. When there are vacancies in the Social Work or Family Service Field Representative categories, all current employees in those categories shall be notified of all vacancies for transfer purposes. Transfers will be awarded in accordance with seniority provisions.

4. Voluntary transfers for teachers in the Head Start Program shall be effected in accordance with Article XVIII, Section C.9(a) - (h).

5. If a Head Start 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 Head Start, kindergarten, and grade through the regular reorganization process.

#### D. Equipment, Supplies, Services and Facilities

1. The Head Start Central Office will make arrangements for chartered bus service. Centers will be notified at least three (3) days prior to the day of the trip. In case of emergencies, as much advance notice as possible shall be given regarding cancellations, delays or any changes in trip plans.
2. 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.
3. Where possible, fifteen (15) days' notice shall be given for classroom repairs, within a school, to be made during the work day. 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.
4. 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.
5. At the beginning of each school year, the appropriate offices shall issue a list of materials, services and resources available to teachers.
6. Teachers may requisition books and supplies from the lists of all levels to enable teaching at the level of the pupil.
7. 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.

## **XXV. 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.
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:

<b>DAYS WORKED</b>	<b>UNITS ACCUMULATED</b>
Twenty-two to Forty-nine days	1/2 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.

14. The first shall list all properly certificated substitutes; the second shall list all non-certificated substitutes, each within their respective seniority unit groupings.

15. Assignments shall then be made from within the seniority groupings, from highest to least number of units, first to properly certificated substitutes within their area(s) of certification, second to such substitutes into areas where they do not hold certificates.

16. When all such certified substitutes have been offered assignments, the second seniority list of non-certified substitutes may be used following the unit grouping procedures as described above.

17. All assignments, within the respective seniority list(s), shall be distributed equitably among the substitutes within the respective seniority unit groupings.

18. Substitutes shall receive assignments solely from the HERBS 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 re-instituted by the Administration upon prior notification to the Federation.
23. A layoff 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 layoff 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 HERBS 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 (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 Board 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.

## **XXVI. 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 work days, 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 (50) cents 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 D, 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.

## **XXVII. Working Conditions of Part-time Reading 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 Board 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.

5. 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.

#### 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.

## **XXVIII. 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.

## **XXIX. Resolution of Differences by Peaceful Means**

The Federation and the Board 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.

### **XXX. Guarantee Clause**

During the term of this Agreement, the Board 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 Board further agrees that it will not, under any circumstances, unilaterally abrogate any economic provision of this Agreement during its term.

**XXXI. Duration of Agreement**

The term of this Agreement shall be from September 1, 2000, and shall continue in full force and effect through August 31, 2004. 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.

### **XXXII. Non-Reprisal Clause**

1. The Board 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.
2. The Board and the Federation agree that no such employee shall be punished or rewarded, discriminated against or harassed on account of his/her activities relating to the work stoppage.
3. No record or notation regarding the work stoppage shall be entered in the files or records of the parties of any such employee of the Board.
4. The Board and Federation have agreed to request that all persons who have filed or may file criminal charges against Federation members who engaged in the work stoppage, to withdraw all such charges.
5. The Board agrees to petition the court to withdraw and/or dismiss with prejudice all petitions to ban picketing and all other legal actions instituted by the Board.

**APPENDIX A**

Bargaining Unit Job Classification Codes

<b>PFT BARGAINING UNIT</b>	<b>TITLE - DESCRIPTION</b>
<p><b>Comprehensive Day Care (1)</b></p>	<p>0601 Center Leader I, CDC Programs            0602 Center Leader II, CDC Programs            0603 Center Leader, Demonstration, CDC Programs            0604 Instructor, Demonstration, CDC Programs            0609 Assistant Instructor, CDC Programs*            0610 Instructor, CDC Programs            0613 Instructor, CDC Programs, Part Time            0614 Nutritionist, CDC Programs            0615 Lead Nurse, CDC Programs            0616 Nurse, CDC Programs            0627 Assistant Housekeeper/Cook, CDC Programs*            0628 Custodial Assistant, CDC Programs*            0629 Housekeeper/Cook, CDC Programs*            0630 Food Services Assistant, CDC Programs*            0679 Repairman, CDC Programs            0686 Classroom Assistant, CDC, Part-Time*            0687 Assistant Teacher, Demonstration, CDC Programs            0688 Assistant Teacher, CDC Programs, Part-Time, 10 Months*            0689 Assistant Teacher, CDC Programs, Full-Time, 10 Months*            0690 Teacher, CDC Programs, 12 Months            0691 Teacher, CDC Programs, 10 Months            0692 Teacher, Lead, CDC Programs, 12 Months            0693 Teacher, Lead, CDC Programs, 10 Months            0694 Assistant Teacher, CDC Programs, Part-Time, 12 Months*            0695 Assistant Teacher, CDC Programs, Full-Time, 12 Months*            0696 Classroom Assistant, CDC Programs*            0697 Intake Worker, CDC Programs            0699 Social Work Assistant, CDC Programs, 10 Months            2521 Cleaner, Child Care*            2522 Cleaner, Child Care, Part-Time            0672 Special Needs Coordinator</p>
<p><b>Food Services Manager (2)</b></p>	<p>7629 Culinary Specialist            7633 Food Services Manager I            7634 Food Services Manager II (includes Relief Manager)            7635 Food Services Manager III            7636 Food Services Manager IV</p>
<p><b>Non-Teaching Assistant (3)</b></p>	<p>0836 Non-Teaching Assistant*            0838 Non-Teaching Assistant, Lead            0842 Non-Teaching Assistant, Able Academy            0843 Non-Teaching Assistant, Bilingual            6002 Farmer*</p>

**Professional/Technical (4)**

0176 Contract Specialist  
0178 Business Development Specialist  
0454 Central Disciplinary Hearing Officer  
0501 Bilingual Community Outreach Worker  
0504 Family Support Coordinator  
0505 Bilingual Community Specialist  
0506 Area Coordinator, Volunteer Services  
0509 Grants Management Trainee  
0512 School Social Worker  
0514 Social Work Services Coordinator  
0517 Case Manager, School Expulsions  
0520 Student Placement Specialist  
0529 Parenting Support Specialist  
0533 Grants Management Specialist I  
0543 Categorical Programs Specialist  
0544 Electronic Productions Specialist  
0545 Grants Management Specialist II  
0555 Coordinator, Family Resource Network  
0575 Assistant Librarian, Pedagogical Library  
0578 Social Work Intern  
0579 Social Worker, Services For School-Age Parents  
0597 Employment Certification Technician  
0851 Cable Network Producer/Director  
0866 Audio-Visual Cataloger  
0867 Television Technician  
1050 Pupil Directory Systems Specialist  
1185 Telecommunications Services Specialist  
1189 Telecommunications Services Supervisor  
1211 Data Security Technician  
1212 Production Planner  
1215 Supervisor, Production Planning  
1227 Network Systems Administrator  
1229 Personal Computer Software Specialist  
1242 Data Base Manager  
1244 Microcomputer Technician  
1245 Computer-Based Systems Trainer I  
1246 Computer-Based Systems Trainer II  
1247 Technology Training Assistant  
1248 Office Automation Analyst  
1252 Internet Webmaster & Network Specialist  
1268 Contract Management & Procurement Specialist  
1271 Networking Specialist  
1272 Network Systems Planning Assistant  
1283 Applications Programmer I  
1284 Applications Programmer II  
1286 Programmer Analyst  
1290 Systems Programmer I  
1291 Systems Programmer II  
1292 Systems Programmer III  
1300 Financial Management Trainee  
1303 Pupil Accounting Technician  
1308 Budget Technical Assistant  
1310 Accountant I  
1312 Accountant II  
1329 Capital Subsidies Coordinator  
1351 Budget Analyst I

1352 Budget Analyst II  
1353 Budget Analyst III  
1356 Financial Services Specialist  
1357 Standards Control Specialist, Facilities Management and Services  
1365 Payroll Audit Specialist  
1371 Auditor I  
1372 Auditor II  
1414 Stock Foreman  
1422 Commodity Specification Writer  
1426 Supply Systems Specialist  
1431 Buyer I  
1432 Buyer II  
1434 Materials Coordinator  
1447 Records Management Analyst  
1449 Forms Management Analyst  
1450 Records Center Supervisor  
1452 Forms Management Analyst, Lead  
1453 Materials Management Specialist  
1454 Student Records Services Representative  
1455 Supply Management Specialist  
1456 Forms Management Analyst Assistant  
1457 Forms Management Analyst I  
1518 Tort Claims Representative  
1573 Financial Applications Specialist  
1575 Process Specialist, Federal Programs  
1577 Administrative Analyst  
1590 Reporting Coordinator, Elementary/Middle School  
1602 Informational Specialist  
1603 Senior Informational Specialist  
1704 Industrial Nurse  
1718 Nurse Support Specialist  
1720 School Clinician, Part-Time  
1723 Special Education Medical Consultant  
1724 School Clinician, Special Education  
1802 Post Secondary Readiness Coordinator, Education  
For Employment, Half-Time  
1806 Post Secondary Readiness Coordinator, Education  
For Employment, Full-Time  
1903 Serious Incident Statistical Analyst  
1925 Intrusion Detection Systems Technician  
1927 Fire Safety Specialist  
1931 Loss Control Administrator  
2003 General Drafter I  
2004 General Drafter II  
2006 Electrical Drafter  
2022 Mechanical Designer  
2028 General Designer  
2032 Electrical Designer  
2051 Facilities Estimator  
2052 General Estimator I  
2053 General Estimator II  
2057 Industrial Hygienist Technician  
2078 Coordinator, Energy Conservation Program  
2103 Architectural Draftsman  
2121 Architectural Designer  
2133 Project Coordinator

2206 Real Property Management Technician  
2312 Research Intern  
2313 Research Technology Specialist  
2314 Research Assistant  
2316 Program Analyst, Asian Language  
2317 Research Specialist  
3304 Alternate Chief Examiner, GED  
5003 Custodial Services Trainer  
6051 Asbestos Abatement Foreman  
7013 Masonry Foreman  
7030 Painting Foreman  
7045 Carpentry Foreman  
7053 Plumbing Foreman  
7061 Heating Foreman  
7085 Area Maintenance Foreman  
7126 Electrical Foreman  
7134 Automatic Plant Foreman  
7135 Air Conditioning & Refrigeration Foreman  
7139 Electronic Security Systems Supervisor  
7324 Printing Services Coordinator  
7325 Printing Plant Foreman  
7414 Alarm Systems Dispatch Operator  
7427 Trainer, Facilities Management & Services  
7509 Transportation Mechanic Foreman  
7520 Bus Dispatcher  
7523 Transportation Training & Staff Development 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  
7645 Food Services Sanitation Control Specialist  
7647 Food Services Training Instructor  
7649 Food Services Operations Analyst  
7657 Food Services Administrative Analyst  
7658 Food Services Menu Specialist

**Paraprofessionals (5)**

0639 Parent Involvement Field Representative, Pre-Kindergarten Head Start\*

0644 Parent Involvement Coordinator, Pre-Kindergarten Head Start

0721 Classroom Assistant, Non-Public Schools

0808 School Community Coordinator, Three-Fifths Time

0809 Classroom Assistant, Special Education, Alternative/Augmentative Communication Systems

0811 Classroom Assistant, Able Academy

0812 Classroom Assistant, Special Education, Hearing Impaired Students

0813 Classroom Assistant, Special Education, Severely Handicapped\*

0816 School Community Coordinator\*

0819 School Community Cluster Coordinator

0821 Library Technical Services Specialist

0822 Teacher Assistant, Computer Science Education

0823 School Community Coordinator, Bilingual

0825 Shop Training Assistant\*

0827 Checkpoint Center Instructional Assistant I

0828 Checkpoint Center Instructional Assistant II

0829 Checkpoint Center Instructional Assistant III

0830 Computer Lab Assistant\*

0831 Laboratory Assistant I\*

0832 Laboratory Assistant II\*

0839 Classroom Assistant\*

0841 Kindergarten Assistant

0844 Library Instructional Materials Assistant\*

0845 Library Instructional Materials Assistant, Four-Fifths Time 0847 Library Instructional Materials Assistant, Three-Fifths Time 0848 Audio-Visual Clerk

0853 Counseling Assistant, Bilingual, Two-Fifths Time

0855 Counseling Assistant, Bilingual, Three-Fifths Time

Paraprofessionals 0858 Counseling Assistant, Bilingual\* (continued) 0873 Classroom Assistant, Bilingual (Bilingual/English)

0874 Classroom Assistant, Bilingual (Spanish/English)

0885 School Community Liaison

1010 Student Placement Support Clerk

1049 Vocational Education Project Assistant II

1401 School Stock Clerk\*

1705 Medical Technician

3008 Tool Room Attendant, Manpower

3215 Parent Coordinator

6005 Agricultural Mechanic & Stock Clerk

Pre-Kindergarten Head Start6 0624 Custodial Assistant, Pre-Kindergarten Head Start

0625 Maintenance Repairman, Pre-Kindergarten Head Start 0657 Nutritionist, Pre-Kindergarten Head Start

0660 Teacher, Pre-Kindergarten Head Start, Certified

0662 Teacher, Head, Pre-Kindergarten Head Start

0664 Teacher, Assistant, Pre-Kindergarten Head Start

0671 Social Worker, Pre-Kindergarten Head Start

0672 Special Needs Coordinator

0673 Nurse, Pre-Kindergarten Head Start

0674 Health Coordinator, Pre-Kindergarten Head Start

<b>Pre-Kindergarten Head Start (6)</b>	0624 Custodial Assistant, Pre-Kindergarten Head Start 0625 Maintenance Repairman, Pre-Kindergarten Head Start 0657 Nutritionist, Pre-Kindergarten Head Start 0660 Teacher, Pre-Kindergarten Head Start, Certified 0662 Teacher, Head, Pre-Kindergarten Head Start 0664 Teacher, Assistant, Pre-Kindergarten Head Start 0671 Social Worker, Pre-Kindergarten Head Start 0672 Special Needs Coordinator 0673 Nurse, Pre-Kindergarten Head Start 0674 Health Coordinator, Pre-Kindergarten Head Start
<b>Secretaries (7) **</b>	0519 Braille Specialist 0667 Parent Clerk, Head Start Learning Center 0669 Family Service Field Representative 1003 Clerk, Kennedy Skills Center 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 1011 Junior Clerk 1012 Pre-Audit Clerk I 1013 Clerk* 1015 Intermediate Clerk 1016 Research Support Clerk 1017 Benefits Services Clerk 1018 Fiscal Clerk 1020 Mail And Copier Clerk 1022 Pre-Audit Clerk II 1023 Mail Clerk Supervisor 1024 Budget Clerk 1025 Statistical Clerk 1028 Position Control Specialist 1033 Departmental Payroll Clerk 1034 Security Clerk 1035 Administrative Clerk 1040 Verification Clerk 1041 Personnel Clerk 1042 Senior Personnel Clerk 1045 Clerk Receptionist 1052 School Operations Officer 1053 Employee Benefits Clerk 1055 Administrative Technician 1058 Treasury Clerk 1059 Senior Treasury Clerk 1063 Support Specialist, Office of Standards, Equities and Student Services (OSESS) 1110 Secretary (1 Per >600 Pop.)* 1111 Secretary I* 1112 Secretary II* 1113 Secretary III (Stenographic) 1114 Secretary III (General) 1117 Secretary I, II, Half-Time, 5 Days/Week 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)* 1123 Secretary II (Bilingual) 1133 Executive Secretary 1181 Telephone Operator 1201 Key punch Operator 1206 Data Processing Technician 1208 Data Processing Specialist, Facilities Management & Services 1209 Computer Operator I 1210 Computer Operator II 1214 Computer Operations Clerk 1216 Computer Reporting & Documentation Specialist 1302 Accounting Clerk 1304 Subsidies Clerk 1305 Financial Services Support Clerk 1309 Accounting Technician 1378 Payroll Processor II 1381 Payroll Specialist 1387 Payroll Processor I 1428 Purchase Clerk 1430 Data Input/Output Supervisor 1435 Expeditor I 1436 Expeditor II 1804 Purchasing Clerk, Title I 7639 Food Services Internal Control Specialist
<b>Supportive Services Assistants (8)</b>	0806 Supportive Services Assistant, Two-Fifths Time 0807 Supportive Services Assistant, 4 Hours/Day 0815 Supportive Services Assistant, 3 Hours/Day* 1701 Dental Assistant, Public & Non-Public Schools 1706 Health Room Technician
<b>Teachers (9)</b>	0026 Administrative Assistant, Elementary Schools 0031 Administrative Assistant, Remedial Disciplinary Program 0408 Literacy Intern 0415 Teacher, Full Time (Includes Apprentice, Provisional And Special Assignment Regular Education Teachers)* 0416 Teacher, Special Assignment, 12 Months 0423 Motivation Coordinator 0424 Resource Teacher, Transition Programs 0426 Teacher, Two-Fifths Time, 2 Full Days 0427 Teacher, Three-Fifths Time, 3 Full Days 0428 Teacher, Lead 0430 Teacher, Special Education (Includes Apprentice, Provisional And Special Assignment Special Education Teachers)* 0434 Teacher, Parent Cooperative Nursery School 0435 Teacher, Four-Fifths Time, 4 Full Days 0436 Music/Art Specialist 0438 Teacher, Demonstration, Special Education 0439 Teacher, Speech And Language, Preschool 0440 Department Head 0442 Department Chairperson, Physical Education 0445 Teacher, Hearing Impaired, Preschool 0449 Department Chairperson, Demonstration 0450 Teacher, Demonstration

<p>0453 Teacher, Itinerant, Special Education  0457 Collaborating Teacher, 10 Months  0458 Collaborating Teacher, 12 Months  0459 Reading Teacher, Title I  0464 Teacher, Collaborating, Philadelphia High School Collaborative  0465 Site Coordinator, Vocational Support Services Program  0470 Court Representative  0484 Teacher, Counseling  0485 Counselor, Able Academy  0486 School Counselor  0487 Counselor, Remedial Disciplinary Program  0488 Home and School Visitor  0494 Teacher, Elementary, Open Classroom  0495 Teacher, Special Education, Packaging &amp; Processing  0497 Teacher, Star Program  0498 Grant Coordinator, Fairmount Park Project  0516 Facilitator, Teaching &amp; Learning Network  0526 Career Development Specialist  0536 School Psychologist*  0541 School Psychologist, Bilingual  0560 Communications Media Program Specialist  0586 CAI Coordinator, Title I Non-Public Schools  0588 Coordinator, Recreational Activities  0658 Teacher, Montessori, Lower Elementary, 12 Months  0659 Teacher, Montessori, Lower Elementary, 10 Months  0735 Reading Resource Teacher, Title I  1237 Instructional Designer  1709 Therapist (Occupational/Physical)  1711 Nurse, School-Age Parents Program  1712 School Nurse*  1715 School Nurse Practitioner  1730 Dental Hygienist*  0440 Trade Coordinator  1807 School-To-Career Transition Coordinator</p>
<p>*Long-Term Substitutes exist for these classifications. They are part of the bargaining unit of the position being filled.</p>
<p>**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 and Offices of the Members of the Board of Education.</p>
<p>(1) Recognized pursuant to Board Resolutions dated March 13, 1972.</p>
<p>(2) Recognized by agreement between the parties</p>
<p>(3) Recognized by agreement between the parties.</p>
<p>(4) Recognized by agreement between the parties.</p>
<p>(5) Recognized pursuant to Board Resolution dated August 7, 1970.</p>
<p>(6) Recognized by agreement between the parties.</p>
<p>(7) Recognized pursuant to Board Resolution dated January 8, 1968.</p>
<p>(8) Recognized by agreement between the parties.</p>
<p>(9) Recognized by Board Resolutions dated August 8, 1966, May 13, 1968, October 27, 1969, April 10, 1972, and PLRB Order No. PERA 92-441-E, dated August 19, 1992.</p>

## **APPENDIX B**

### **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 District must be based upon the following design principles/standards:

1. All professional development will be designed to meet the District's strategic goals, content/performance standards, and assessed teacher/staff needs and/or to improve assessed student performance.
2. Professional development within the 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 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 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 C

### Induction/Mentoring

#### Induction/Mentoring

1. In schools where the number of qualified mentors available is high but the demand for mentors is low:

- Mentors may be provided from within the school
- Ratio of 1:2 maintained between mentor and inductees
- Programs and activities may be provided at school, Area and District levels

• Mentors not assigned an inductee in their school may share resources across Area to provide one-to-one or team-based mentoring in schools with low supply and high demand using a coaching model.

2. In schools where the number of qualified mentors available is low and the demand for mentors is also low:

- Itinerant Coaches may be assigned. (Coaches are full-time mentors who may have responsibility for more than one school, e.g., by instructional level within an Area).
- Programs and activities may be provided at school, Area and District levels.

3. In schools where there are some qualified mentors available and the demand for mentors is moderate:

- Itinerant Coaches may be assigned from other schools to satisfy needs
- Available mentors serve on induction team
- Mentors and Coaches collaborate
- Programs and Activities may be provided at school, Area and District levels.

4. In schools where the number of qualified mentors available is high and the demand for mentors is also high:

- Mentors may be provided from within the school
- Ratio of 1:2 maintained between mentor and inductees
- Group sessions may be held at school, Area and District levels.

5. In schools where the number of qualified mentors available is low and the demand for mentors is high:

- Team based mentoring may be provided
- Coaches may be assigned to the school (in cases of extreme demand assigned full-time with reduced roster)
- Group sessions may be provided at school, Area and District levels.

## **APPENDIX D**

### Position Codes

#### Architecture & Engineering Department

##### Position Code Title

2103 Architectural Draftsman

2006 Electrical Draftsman

2052 General Estimator I

2053 General Estimator II

#### Accounting & Finance

##### Position Code Title

1310 Accountant I

1312 Accountant II

1371 Auditor I

1372 Auditor II

1351 Budget Analyst I

1352 Budget Analyst II

1353 Budget Analyst III

1300 Financial Management Trainee

#### Data Processing

##### Position Code Title

1283 Programmer I

1284 Programmer II

#### Purchasing

##### Position Code Title

1431 Buyer I

1432 Buyer II

#### Research

##### Position Code Title

2312 Research Intern

2314 Research Assistant

## **APPENDIX E**

### **FEDERATION-DISTRICT MIDDLE SCHOOLS PARTNERSHIP**

#### **APPENDIX E**

Federation-District

Middle Schools Partnership

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.

Much work has been done at the national and local levels to address these issues. In order to ensure that the most effective practices are implemented in the most timely manner possible, the District and the Federation commit to establishing with other interested parties a three-year Middle Schools Partnership. Funding will be provided by the District. The activities of the 2000-2001 year will include:

- Identification of conceptual foundations of middle school renewal
- Identification of key strategies to address:
  - Student learning
  - Disruptive students
  - Content knowledge of staff
  - Behavior management
- Implementation at each site of a structured process of data collection and analysis, exploration of best practices, planning, implementation and on-going monitoring, assessment and re-evaluation
- Training of school leadership teams, including the building committees, the SLC coordinators, and the teachers at each site who serve as content knowledge experts
- Development at each school of a school plan for 2001-2002 which incorporates the strategies appropriate for that school, and designs the school's instructional program support services, budget, staffing, roster and professional development accordingly

Years two and three will be devoted to ongoing training and monitoring of progress at the sites, and an assessment of the effectiveness of the Partnership.

The budget, staffing and training will be carried out as a partnership of the parties involved.

This partnership shall expire at the end of the 2002-2003 school year unless mutually extended by the parties.

## **APPENDIX F**

### **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 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 G

### Leave Benefits Appendix

#### 1. Personal Leave Days (Code 01)

(a) Employees in the Teachers, Non-Teaching Assistants, Secretaries, Paraprofessionals, Comprehensive Day Care, 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 Reading 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 District.

(b) If not more than ten (10) percent 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 District policy.

#### 3. Vacation (Code 02)

(a) Active employees working on a twelve (12) month schedule in the Non-Teaching Assistants, Secretaries, Paraprofessionals, Comprehensive Day Care, Head Start and Professional/Technical bargaining units shall be entitled to the following vacation with pay at the annual rate of pay such employee is receiving at the time such vacation is actually taken:

Length of Uninterrupted Service to July 1 Vacation Time

If appointed between January 1 and April 30 One Week

Six months to four years Two Weeks

Four years to eight years Three Weeks

Eight years to fifteen years Four Weeks

Over fifteen years Four Weeks and Two Days

An employee may take one (1) week of unpaid time per year in addition to his/her vacation. Requests for such time shall be submitted in the same manner as requests for vacation.

(b) For an employee in the Non-Teaching Assistants bargaining unit who seeks a part of his/her vacation during the school year, his/her request shall be approved provided the needs of the school do not require otherwise. For employees in the Comprehensive Day Care 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 (Code)

(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 or 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 or she occupied at the time of the leave, provided that the position exists.

#### 5. Pregnancy, Parental and Adoption Leave (Code 60)

(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 and, for teachers, if such assignment does not interfere with racial balance. 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 Day Care, Food Service Managers, Head Start, Professional/Technical and Reading 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 (1/2) pay.

(v) For a period of mourning, the employee shall be entitled to take off up to five (5) days at one-third (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 Day Care, Food Service Managers, Head Start, Professional/Technical or Reading Assistants' bargaining unit may take a personal leave day or a day off with one-third (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 Day Care, Food Service Managers, Head Start, Professional/Technical or Reading 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 Day Care, Food Service Managers, Head Start, Professional/Technical or Reading Assistants' bargaining unit who is unable to get to work will be paid one-third (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 Board and as further restricted under the rules of the Board. 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 Board.

## **SIDE LETTERS**

September 27, 2000  
VIA HAND DELIVERY  
Ted Kirsch, President  
Philadelphia Federation of Teachers  
1816 Chestnut Street  
Philadelphia, PA 19103

Mr. Jerry T. Jordan  
Philadelphia Federation of Teachers  
1816 Chestnut Street  
Philadelphia, PA 19103

Dear Messrs. Kirsch and Jordan:

The purpose of this letter is to confirm that the issues below have been discussed between the Federation and the School District of Philadelphia and have been agreed to as follows:

### **Length of Day**

This letter sets forth the School District's understanding of the conditions that will govern the length and schedule of bargaining unit employees' workday, designing teachers' rosters as well as the planning and scheduling of professional development activities (including induction and mentoring) for the 2000-2001 school year.

Specifically, the workday and work year for bargaining unit members shall be as existed under the terms of the expired 1996-2000 collective bargaining agreements, as set forth in Articles T-II.1, until the 2001-2002 school year. By the same token, for the 2000-2001 school year the process for designing teachers' rosters and the number of hours of instruction shall be governed by Article B-II.14.b and T-II.1 of the expired Agreement.

Before changes regarding the lengthening of the work day become effective in 2001-2002, the provisions of Article T-V.16.a-c and T-III.5.a of the expired 1996-2000 contract shall continue to determine the time dedicated for professional development and faculty meetings, to specify the portions of such time that are to be jointly planned, and to fix the number of night meetings. However, the timeframes and mechanisms for achieving agreement over the schedule and content of professional development activities shall be in accordance with the procedures of Article X. C. 2 of the 2000-2004 Agreement.

As to the induction/mentoring program, Article T-VIII.3.(d) and (e) of the expired Agreement will continue to govern, particularly the process for selection of mentors. However, mentors who are selected during the 2000-2001 school year shall not be guaranteed a term of two (2) years.

## **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 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 District may contract for up to an additional two (2) years. A contract renewal shall be for only one 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 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.

## **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.

## **Union-Management Committees**

This letter is to confirm that before December 31, 2000, both the Federation and the District shall determine and identify which union management committees are active and productive. The future operation of such active and productive committees will be considered at a meeting of the Federation-District Committee.

## **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.

### **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.

### **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.

### **Past Practice Committee**

This will confirm the Federation and District's agreement that a Committee shall be formed consisting of an equal number of representatives of the District and Federation to evaluate and select past practices and side letters that shall be restored for the duration of the Agreement.

The Committee shall meet as necessary and shall conclude their findings no later than April 1, 2001. A majority vote of the Committee shall determine what practices and side letters shall be restored.

If no agreement is reached, then the disagreements shall be submitted to a mutually agreed upon neutral tie breaker who shall be required to fully resolve the issues in dispute within ten (10) days of the date of submission.

### **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.

### **Teacher Vacancies**

The School District agrees to the following:

The School District will use its best efforts to fill vacancies as promptly as possible.

Beginning with the school year 2001-2002, home economics teachers shall be permitted to use the time between the end of the student day and the end of the workday on one day per week in order to purchase food for their instructional program.

Medication to students shall be administered in accordance with School District policy.

### **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.

### **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 1 1/2 meal equivalent.

After School Programs will be credited at a rate of 1/2 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 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 managers per year may be offered this opportunity.

Sincerely,

Marjorie H. Adler

Executive Director, Human Resources

cc: Philip R. Goldsmith, Chief Executive Officer

Deidré R. Farmbry, Ed.D., Chief Academic Officer

Rhonda Chatzkel, Chief Financial Officer

Barbara A. McNeil, Assistant General Counsel

Gail Borden Krause, Director

Jennifer Plumer-Davis, Director

Paul H. Schmid, Director

David Silbermann, Assistant Director  
Gail Kaprow, Labor Relations  
Linda Harris, Director Collective Bargaining  
Shelley Snyder, Director Grievance Department  
Ralph J. Teti, Esquire  
Deborah R. Willig, Esquire