

TENTATIVE AGREEMENT

(Pending ratification by the Federation and the School Reform Commission)

between

***The School Reform Commission
School District of Philadelphia***

and

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

September 1, 2009 - August 31, 2012

DISCLAIMER

This document is not a final document but represents the agreements made between the School District and the Federation. A number of inadvertent omissions or errors may be found. As in previous years, we will work with the District to check and edit the contract for accuracy prior to printing and binding a final contract for each member. We will complete this process as quickly as possible.



MEMBERSHIP MEETING—JANUARY 21, 2010

Agenda

- I. Motion to dispense with the reading of the minutes from the previous meeting.
- II. President's Report
- III. Chief Negotiator's Report
- IV. Motion to ratify the tentative agreement
- V. Motion to adjourn

One Union. One Contract.
Solidarity Wins!

SUMMARY

*This is a summary of the major agreed upon terms. Actual contract language governs.
Details of other terms are listed inside.*

- Duration of agreement — September 1, 2009–August 31, 2012
- Salary increases:
 - September 1, 2010 3%
 - January 1, 2012 3%
- Health Care maintained with no additional costs to members
- Legal Services Trust Fund contributions increased
- School day and school year unchanged except for some special voluntary programs
- Prep Time maintained
- Work day for other bargaining units unchanged
- Traditional and Site Based transfers continued
- Senior Career Teacher provisions remain intact
- Recess duty eliminated
- Professional/Technical slider rate increased
- School safety and discipline addressed
- Caseload for Occupational and Physical Therapists equivalent to Speech Therapists
- The District agrees to establish an alternative employee identification other than Social Security numbers
- Peer Assistance and Review System established
- Increase in Bonus for NBPTS certification
- Retiring/Resigning Nurses/Therapists/Psychologists who give proper notification will receive summer benefits
- Retired Nurses working as per diem substitutes will have the same benefits (compensation) as Retired Teachers
- Prep time pay back for Head Start teachers

BENEFITS

REJECTED SCHOOL DISTRICT DEMAND THAT EVERYONE PAY A PERCENTAGE OF THEIR SALARY IN ORDER TO PARTICIPATE IN OUR KEYSTONE OR PERSONAL CHOICE PLANS

REJECTED — School District proposed new basic plan with steep co-pays:

REJECTED — \$100 daily co-pay for first five (5) days of a hospital stay

REJECTED — \$100 co-pay for out-patient surgery

REJECTED — 10% co-pay, after deductible, on all items

Personal Choice — all doctor visits increased by \$5.00

Keystone — Primary doctor cost increased by \$5.00. Specialist increased by \$10.00.

ALL OTHER KEYSTONE AND PERSONAL CHOICE BENEFITS REMAIN INTACT WITH NO PREMIUM OR SALARY CONTRIBUTION

Plan Change — Retained

New employees hired on or after September 1, 2010 will be enrolled in Keystone for four (4) years after which they may elect to be enrolled in Personal Choice. There will be a 5% premium charge. Those hired before September 1, 2010 that change plans before or after September 1, 2010 will be charged the original 3%.

PLAN DESIGNS THAT ELIMINATE BENEFITS WERE REJECTED

REJECTED SCHOOL DISTRICT DEMAND TO IMMEDIATELY CUT HEALTH AND WELFARE BENEFITS

HEALTH AND WELFARE FUND

The contributions will provide the ability to retain current level of benefits. As always, plan designs are driven by member usage.

HEALTH MANAGEMENT

Effective as soon as possible the School District, in consultation with the PFT shall introduce and maintain a voluntary employee management program including disease management and wellness.

WORKERS COMPENSATION

Employees who have been assaulted but are unable to return to work will receive benefits for up to five (5) years after separation from service.

Racial Balance

The School District of Philadelphia and the Philadelphia Federation of Teachers agree to remove references to "racial balance" from the collective bargaining agreement.

Modify Article IV, Section B.2

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

Modify Article IV, Section C.3

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

Delete Article IX, Section B.5

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

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

Modify Article IX, Section B.7

Pre-K Head Start

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

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

Modify Article X, Section B.1

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

Modify Article X, Section B.4

As part of their regular workday and work year, instructional support personnel shall annually be required to participate in at least twenty-eight (28) hours of professional development activities as mandated, which shall include professional development in classroom management skills such as developing and implementing appropriate instructional and behavior adjustments strategies as well as strategies to interrupt and deescalate disruptive student behaviors.

Modify Article X, Section C.3 (a) (2), (3), (4), (5), (6) as follows:

Professional Development

- (2) The following shall apply during the school years 2010-2011 and 2011-2012 provided neither party elects to discontinue PAR. In the event either party elects to discontinue PAR, the language in Article X, Section C.3(a) shall revert to the language contained in the 2004-2008 Agreement. At least During the first year of a new teacher's career, the induction program in each school shall require a mentor relationship (for example, with a new teacher coach, school-based mentor, retired teacher or other person assigned to provide support) for new teachers (including new long-term substitutes, intern teachers and apprentice teachers) to give on-going, school based support to all new teachers. The mentor shall be responsible for providing support and guidance to new teachers including new long-term substitutes and intern teachers. In addition, school induction programs must specifically address the needs of new teachers hired or appointed after the

beginning of the school year. This mentoring program shall not apply to schools participating in the PAR Program or schools where a new teacher coach is assigned.

- (i) Mentoring shall offer on-the-job support that allows new teachers; and new apprentice teachers and long term substitutes and intern teachers to gain a practical working command knowledge of the teaching profession and should include structured peer classroom visits and coaching in classroom management and/or student behavior management.
- (ii) The school based mentor shall be responsible for providing the newly hired teacher coaching during the school day for a minimum of two (2) one (1) rostered periods per week with a minimum of an one (1) additional hour (60) sixty minutes per month after the school day. The School based mentor shall be compensated at the Extra Curricular rate outside of after outside of the school day. The school based mentor shall have a maximum case load of two (2) newly hired teachers.
- (iii) The Federation-District Committee will assess the need for mentors relationships at each school on an annual basis, prior to the start of the new school year. The Federation-District Committee shall oversee the administration of induction programs in schools and Regions to assure compliance with the School District Induction Plan and to assess the adequacy of implementation and/or the need for centralized supports.
- (iv) Colleague Mentors teachers shall be selected in accordance with criteria jointly formulated by the school Principal and Building Committee, provided however, that in the event of an inability to agree upon the criteria, the Principal's determination shall be final provided it is neither arbitrary nor capricious. The positions shall be advertised and selected no later than June 15th.
- (v) While the success of a mentoring program depends greatly on selecting good mentors, the need for high quality and on-going mentor training and support cannot be overstated. To ensure the mentoring experience is a successful one, the mentor must be prepared for the mentoring role. Mentors should not begin their work with the new teacher prior to participating in mentor training.
- (vi) Once they mentors have been selected and before the start of their assignments, the District and the Federation shall jointly provide training for all teachers who will serve as mentors and those who are potential mentors. Such training shall be offered before the start of the school year and shall be on-going during the school year. Mentors who have attended all of the hours offered for mentor training will receive a mentor certificate. This mentor certificate will be placed in the teacher's personnel file. colleague mentors will be provided appropriate training for the role. Further, colleague mentors across the school district shall participate, as a cohort, in ongoing professional development.
- (vii) Mentors shall receive a minimum of 18 hours of training for which they shall be compensated at the Professional Development rate. Fifteen (15) hours of training shall take place one week (3 hours a day) during the summer. An Additional 3 hours shall be attendance at Induction session(s) during the school year.

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

Modify Article XI as follows:

- A. Individual Assessments for Professional Employees
 1. Observations and Ratings
 - (a) In accordance with the Public School Code, tenured professional employees shall

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

- (b) Ratings shall be made semi-annually for temporary professional Employees (TPEs), long-term substitutes, and provisional employees.
- (c) Teachers who have been rated unsatisfactory, and who are participating in the Peer intervention program Assistance and Review program, will have their rating period extended until June 30, during the time they are participating in the program.
- (d) All ratings of all employees shall be on the basis of satisfactory or unsatisfactory only. Comments by the Principal may be included on a performance appraisal form.
- (e) Ratings of teaching performance shall be based upon the observations of a Principal, Assistant Principal, other rating official or recommendation of a Consulting Teacher. For teachers in a professional development year, ratings will also be based upon the teacher's Professional Development Plan (PDP) and the implementation of the PDP.
- (f) The rating officer for the school nurse shall be the Principal who, when necessary, shall consult with the Nurse Supervisor.
- (g) With the employee's consent, electronic devices may be used in the observation and supervision of an employee and as part of work-related projects. This does not preclude, to facilitate written documentation of an observation, the use of a lap-top computer portable computing device, which shall not be used for video, photographic, or audio recording of a teacher.
- (h) An observation may not be relied on to support an unfavorable rating of an employee unless a written statement of the observation is given to the employee within five (5) school days following the observation.

B. Interventions

1. Teacher Improvement Program Suggestions (TIPS) Upon receipt of a first anecdotal report of unsatisfactory 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.

C. Professional Growth and Peer Assistance and Review System

1. The School District and Federation agree to establish a Peer Assistance and Review program (PAR) as part of a Professional Growth System. The Parties shall establish a Design Team comprised of 6 members. One half of the members shall be appointed by the President of the Federation and the other half by the Superintendent. The Design Team will develop the PAR program consistent with the terms of this Agreement. The work of the Design Team will be implemented by an Implementation Team to be named in equal numbers by the PFT and the District. The Implementation Team will include the members of the Design Team as well as the additional members named by the Parties.
2. PAR is a mandatory program for all New Teachers. New Teachers are teachers in their first year of employment with the School District, who are not tenured in Pennsylvania. PAR is also available to non-tenured teachers following their first year of employment on an as needed basis.
3. PAR is a mandatory program for tenured teachers who have been rated unsatisfactory in the previous school year. Participation in PAR may also be requested by a tenured teacher who believes that his/her teaching competence will benefit from PAR.
4. PAR panel
 - (a) The PAR program will have ongoing leadership provided by a panel comprised of eight members, four of whom shall be selected by the Federation and four

- of whom shall be selected by the School District. Should a vote be required for any action or decision, an affirmative vote of at least five members is necessary. The Chair of the PAR panel shall alternate annually between the Superintendent and/or CEO and the President of the Federation, or their designee.
- (b) The Panel will be divided into PAR Pairs consisting of one Federation appointed member and one District appointed member.
- (c) The PAR panel shall make discretionary decisions regarding eligibility for the program; monitor the overall progress of teachers participating in the program; and make retention recommendations for new teachers and tenured teachers participating in PAR.
- (d) PAR Pairs will meet regularly with Consulting Teachers to review the work of the Consulting Teachers and the progress of teachers assigned to the PAR Pair, to evaluate teachers and make retention recommendations to the PAR panel.
- (e) The PAR panel will make retention recommendations for all New Teachers participating in the program. New Teachers who are not recommended for retention by the PAR panel will be dismissed by the School District. The PAR panel will make retention recommendations for tenured teachers who have been placed in the PAR program and where the Panel recommends dismissal, the teacher will be rated unsatisfactory and dismissed.
- (f) The deliberations of the PAR panel shall be closed and confidential. Its decisions shall be based upon classroom performance and information provided by the Consulting Teacher and the principal.
- (g) The acts of the PAR panel and the Consulting Teacher shall be final, subject only to appeal by a teacher through the grievance process or through the teacher's statutory rights for review under the Public School Code.
- (h) PFT members participating in the PAR program, as Consulting Teachers or as members of the PAR panel, shall be indemnified and held harmless by the District against any and all claims arising as a result of their actions within the scope of their duties.
- 5. Consulting Teacher**
- (a) Consulting Teachers shall be selected by the PAR panel, utilizing the criteria and selection process developed by the Design and the Implementation Teams.
- (b) During the phase-in, teachers who are assigned as New Teacher Coaches shall be eligible for consideration for selection as Consulting Teachers.
- (c) Consulting Teachers shall have terms of no more than four years. A Consulting Teacher who has completed a term must return to the classroom for a minimum of two years before reapplying to the program.
- (d) A Consulting Teacher returning to the classroom will be treated as a forced transfer and shall be eligible to select a position for which s/he is certified.
- (e) Consulting Teachers shall work a 12 month administrative year and day and shall receive a 12 month teacher salary.
- (f) Consulting Teachers will observe and review teachers who are assigned as part of their caseloads; plan and implement professional development for teachers assigned to their caseloads; make recommendations for retention to the PAR Pair for New Teachers assigned to the Consulting Teacher; and draft status reports for tenured teachers assigned to the Consulting Teacher. Consulting Teachers shall submit ongoing reports to the PAR Pair. A final status report will be submitted to the PAR Panel. Final status reports shall not be confidential.
- (g) All communications between the Consulting Teacher and the participating teacher shall be completely confidential. The Consulting Teacher and the principal for each teacher in the Consulting Teacher's caseload will communicate regarding the progress of the participating teacher.
- 6. PAR Program for New Teachers**
- (a) During the phase-in of this program, all New Teachers who are not participating in the PAR program will be provided with support in accordance with Article X Section C(3).
- (b) The PAR program will have primary responsibility for coaching, reviewing and evaluating New Teachers assigned to the Program. School principals will retain responsibility for evaluating all New Teachers who are not participating in the program and for all New Teachers for aspects related to non-instructional conduct. Principals will conduct one formal observation for all New Teachers assigned to the PAR program.
- (c) New Teachers in the PAR program who are not making satisfactory progress will be reviewed by the PAR Pair and an intensive assistance plan shall be created by the Consulting Teacher. New Teachers who are not making satisfactory progress shall receive written notification of deficiencies and a written copy of the assistance plan.
- (d) New Teachers who are making satisfactory progress shall receive assistance at a level to be determined by the Consulting Teacher.
- 7. PAR Program for Tenured Teachers**
- (a) The PAR Program will have primary responsibility for coaching, reviewing and evaluating a tenured teacher who has been rated unsatisfactory and assigned to the Program. Teachers participating in this program who were rated unsatisfactory in the previous school year will have their rating period extended until June 30.
- (b) Any tenured teacher who believes that his/her teaching competence may benefit from participation in the PAR program may request participation in PAR, in writing, on a form promulgated by the Panel. The Panel will review requests for help from individual teachers. The Panel will promptly notify the teacher of the determination of whether assistance will be provided. Such communications will be kept completely confidential.
- (c) No voluntary participation can be initiated after January 15 of any school year.
- (d) The Consulting Teacher shall develop a plan to assist a participating tenured teacher tailored to the specific needs of that teacher and will work with the teacher directly for not more than one (1) year. The Consulting Teacher will also observe participating teachers and prepare a status report documenting their observations.
- (e) Upon receipt of a Consulting Teacher's status report, the PAR Pair shall make a retention recommendation for a tenured teacher that has completed the PAR program to the PAR Panel. If the PAR Panel recommends dismissal the District will dismiss the teacher. This retention decision will be subject to the grievance and arbitration procedures contained in this Agreement and/or the statute and appeal provisions contained in the Public School Code.
- 8. Professional Development Plan**
- (a) Each tenured teacher shall design, in collaboration with the Principal, a multiyear Professional Development Plan (PDP) for continuous improvement covering the professional development years (years one and two), which the Principal shall approve and which approval shall not be unreasonably denied. The Principal, or the Principal's designee, and the teacher shall meet at least once per year to review the PDP. The only teachers who are not required to work on a PDP are: non-tenured teachers; tenured teachers receiving PAR support; and tenured teachers in their formal evaluation year.
- (b) The focus of the PDP is to support professional development activities that are of value to teachers and that are planned to improve student achievement and school results.
- 9. Peer Intervention**
- (a) The Peer Intervention Program will continue in existence during the three year phase-in of the PAR Program. At the conclusion of third year, the Peer Intervention Program will be discontinued. If the PAR Program is suspended, then the Peer Intervention Program will be reestablished.
- 10. PAR will be phased in over 3 years.**
- (a) In 2010-11, PAR shall be implemented in forty-five (45) schools as determined by the Design and Implementation Team.
- (b) In 2011-12, PAR shall be implemented in at least half of the District's schools. The Design and/or Implementation team shall determine the schools in which to implement PAR.
- (c) In 2012-13, PAR shall be implemented in all schools.
- 11. Role of Principal**
- (a) Principals will communicate with Consulting Teachers assigned to teachers in their buildings regarding the principal's observations of teachers in the PAR program.
- (b) Principals will conduct one formal observation for any teacher participating in PAR.
- 12. Either Party may opt out of the PAR program with sixty (60) days notice.**
- Modify Article XII, Section A & B as follows:**
- A. Salaries**
1. All employees shall receive the following salary increases:
- | | |
|----------|----|
| 9/01/10 | 3% |
| 01/01/12 | 3% |
- The above listed across-the-board increases apply to all salary schedules for all PFT members, including but not limited to extra-curricular rates, professional development rates and athletic coach rates.
- B. General Compensation Terms**
1. Employees not at the maximum of the salary scale applicable to their pay step shall receive an increment consistent with the salary schedule in effect.
2. Members of the PFT bargaining unit shall receive the following lump sum payments:
- a. Effective December 1, 2004, members of the PFT bargaining unit will receive a lump-sum payment of 3% of base salary, with a minimum payment of \$750 and a maximum payment of \$1,250.00. Per diem substitutes will receive this payment only after working ninety-one (91) days in the 2004/2005 school year.
- b. Effective December 1, 2006, members of the PFT bargaining unit will receive a lump-sum payment of 1% of base salary. Per diem substitutes will receive this payment only after working ninety-one (91) days in the 2006/2007 school year.
- c. Effective December 1, 2007, members of the PFT bargaining unit will receive a lump-sum payment of 1% of base salary. Per diem substitutes will receive this payment only after working ninety-one (91) days in the 2007/2008 school year.
- Modify Article XII, Section H — Slider Rate**
2. All employees in the bargaining unit whose salary is equal to or less than forty-five thousand eight hundred eleven dollars (\$45,811) fifty thousand three hundred ninety one dollars (\$50,391) per year effective April 30, 2000 January 19, 2010 shall be eligible for overtime compensation at the rate of time and one half (1½) for time worked in excess of forty (40) hours in any one (1) week or eight (8) hours in any one (1) day, and for straight time for time worked between the normal work week and forty (40) hours, except for employees assigned a ten (10) hour/four (4) day per week schedule, who shall be eligible for time and one half (1½) for time worked in excess of forty (40) hours in any one (1) week.
3. All employees in the bargaining unit earning more than the amount named in Section 2 above, but less than sixty-eight thousand fifty-three dollars (\$68,053) seventy four thousand eight hundred fifty eight dollars (\$74,858) per year effective April 30, 2000 January 19, 2010 shall, earn overtime as above based on the hourly rate

of an employee earning the amount named in paragraph 2.

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

Add to Article XII, Section H — Professional/Technical Compensatory Time

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

Modify Article XII, Section J.1

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

Modify Article XII, Section P

National Board of Professional Teaching Standards

1. The School District shall reimburse classroom teachers up to \$2,500.00 for application fees and expenses incurred in applying for National Board of Professional Teaching Standards Certification. The classroom teachers shall only be eligible for reimbursement for fees and expenses involved in applying for National Board of Professional Teaching Standards Certification after receiving certification.
2. During the initial application process for the National Board of Professional Teaching Standards Certification, the School District shall provide up to one (1) day of substitute service for a classroom teacher within thirty (30) days before their portfolios are due. The teacher must request the day of substitute service at least two (2) weeks in advance.
3. All teachers who receive certification from the National Board of Professional Teaching Standards shall be given an annual bonus of ~~\$3,500.00~~ \$7,500.00, for the length of their certification.
4. During the period of their certification, a National Board of Professional Teaching Standards certified teacher may be requested to assist or mentor another teacher, including but not limited to the following, by leading professional development, establishing a model classroom, or assisting a teacher in applying for National Board of Professional Teaching Standards Certification.

Value Added Compensation Program

Add NEW Art. XII Sec. __

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

Beginning in the 2011-12 school year, additional compensation will be allocated annually to 25% of the highest performing High Needs Schools and the 10% of the highest performing non-High Needs Schools as measured against this index. The amount of compensation to be distributed annually will be based upon availability of funds per school.

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

Modify Art. XII Sec. N(1)

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

Remove Article XII, Section Q — Incentive Schools

1. ~~The Federation-District Committee will meet to establish criteria to determine which schools shall comprise the Incentive School List:~~
 - ~~(a) The Incentive School List shall contain no more than twenty-five (25) schools.~~
 - ~~(b) Schools shall remain on the Incentive School List for a minimum of three (3) years. The District-Federation Committee will meet and discuss the criteria for the Incentive School List in or around January 2008.~~
 - ~~(c) The Incentive School List, as set forth in this subsection, and the benefits associated with being on this List, replaces the 2001 agreement between the School District of~~

~~Philadelphia and the Philadelphia Federation of Teachers that addressed hard to staff school issues. The 2001 list of schools, and the benefits associated with being on the 2001 list, are considered null and void by the Parties and shall have no force or effect whatsoever.~~

2. ~~The terms and benefits for teachers assigned to schools on the Incentive School List are as follows:~~
 - ~~(a) The terms and benefits set forth in this Section, shall begin in the 2005/2006 school year, and shall remain in effect for the school years in which the school remains on the Incentive School List.~~
 - ~~(b) Each teacher on the staff on the Incentive School List shall receive tuition reimbursement of up to six (6) credits per year, at the rate of \$400 per credit to a maximum of \$2,400 per year.~~
 - ~~(c) Teachers on the staff of schools on the Incentive School List who have attained a Masters +30 and beyond shall have the option of receiving the tuition reimbursement ~~or~~ three (3) additional personal leave days a year to be placed in a frozen leave bank payable at retirement or resignation.~~
 - ~~(d) As part of the School District's overall class size reduction program, for schools on the Incentive School List, the goal is to reduce class size below the School District's average class size in comparable buildings (e.g., K-8, elementary, middle).~~
 - ~~(e) Teachers on staff in schools on the Incentive School List will be provided targeted professional development dealing with managing disruptive pupil behavior.~~
 - ~~(f) Literacy Intern Teachers and Transition Support Tutors may elect to remain in vacancies in these schools when they become appointed teachers with the agreement of the Principal.~~
 - ~~(g) Teachers who voluntarily transfer into schools on the Incentive School List shall suffer no loss of building seniority.~~

Modify Article XIII, Sec. A(4) — Medical Coverage

4. Plan Options. The medical coverage offered by the School District shall be as follows:
 - (a) ~~Effective November 1, 2004, Employees hired after the date of this agreement, all new employees shall be enrolled in Keystone HMO ~~to~~ Keystone HMO 15 for a period of four (4) years at no cost to the employee. Upon completion of four (4) years of employment, any employee hired on or after September 1, 2010, choosing to enroll in the PC ~~15/25/70%~~ PC 20/30/70% (w/ variations) Plan shall be permitted to do so, provided however, that such employees shall be required to pay three five percent (3%) (5%) of the then applicable current Personal Choice Component Premium (e.g., Single, Husband and Wife, Family).~~
 - (b) ~~Effective November 1, 2004, As soon as possible, any employee who is currently enrolled in Keystone HMO 5 10 shall be enrolled in Keystone HMO ~~to~~ 15. Any employee hired before November 1, 2004 before September 1, 2010, who has completed four (4) years of employment, may choose to enroll in the, who has completing three (3) years of employment after January 1, 2005, choosing to enroll in the PC ~~15/25/70%~~ PC 20/30/70% w/ variations) Plan shall be permitted to do so, provided however, that such employees shall be required to pay three percent (3%) of the then applicable current Personal Choice Component Premium (e.g., Single, Husband and Wife, Family). Any employee in the Keystone HMO or Keystone POS prior to November 1, 2000, and who chooses to migrate prior to January 1, 2005, shall be permitted to do so at no cost to the employee. Employees choosing to migrate after January 1, 2005 shall pay the three percent (3%) contribution.~~
 - (c) ~~Effective November 1, 2004, all employees currently enrolled in the traditional Blue Cross/Blue Shield Indemnity Plan shall be enrolled in Personal Choice ~~15/25/70%~~ (w/ variations) at no cost to the employee. When the Medical Plan becomes self-funded the School District shall establish premium equivalents using reasonable actuarial methods. These premium equivalents shall be used to establish the payments, if any, required in Article XII, Section A(4)(a) & (b).~~
 - (d) ~~Effective November 1, 2004, As soon as possible, but no later than July 1,~~

~~2010, all employees currently enrolled in Personal Choice ~~10/20/70%~~ 15/25/75% (w/ variations) shall be enrolled in Personal Choice ~~15/25/70%~~ 20/30/70% (w/ variations) at no cost to the employee.~~

- (e) ~~Effective November 1, 2004, all employees currently enrolled in Keystone POS 5 or any other medical benefit plan not otherwise listed in this section, shall be enrolled in Keystone POS 10C at no cost to the employee.~~

Insert New Section — Article XIII, Section A(6)

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

Effective July 1, 2010, the medical plans shall be self-funded with appropriate stop-loss coverage as determined by the School District. Medical plans must include all current and future federal and state mandated programs.

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

Parties agrees that, if costs in the self-funded program exceed eight (8) percent trend, a joint labor management committee will be convened to review options for controlling costs.

Modify Article XIII Sec. B

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 ~~has establish~~ 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 ~~continue~~ have its place of business in Philadelphia, Pennsylvania, and it shall ~~continue~~ be operated by a Board of eight (8) Trustees, six (6) of whom shall be appointed by the Federation and two (2) of whom shall be appointed by the School District or its designee.
 3. ~~Effective September 1, 2004, March 1, 2010, the School District shall pay into the Fund the sum of four thousand and thirty dollars and twenty-six cents (\$4,030.26) three thousand one hundred and sixty-three dollars and fifty cents (\$3,163.50) per eligible member. The payments shall be made bi-weekly at the rate of one hundred and fifty-five dollars and one cent (\$155.01) one hundred and twenty-one dollars and sixty-seven cents (\$121.67) for each of twenty-six five pay periods and one hundred and twenty-one dollars and seventy-five cents (\$121.75) for the twenty-sixth full pay period.~~
 4. ~~Effective September 1, 2005, September 1, 2011, the School District shall pay into the Fund the sum of four thousand three hundred and fifty-two dollars and sixty-six cents (\$4,352.66) three thousand four hundred and ninety-five dollars and sixty-seven cents (\$3,495.67) per eligible member. The payments shall be made bi-weekly at the rate of one hundred and sixty-seven dollars and forty one cents (\$167.41) one hundred and thirty-four dollars and forty-four cents (\$134.44) for each of twenty-six five pay periods and one hundred and thirty-four dollars and sixty-seven cents (\$134.67) for the twenty-sixth full pay period.~~
 5. ~~Effective September 1, 2006, the School District shall pay into the Fund the sum of three thousand eight hundred and sixty-two dollars and seventy-one cents (\$3,862.71) per eligible member. The payments shall be made bi-weekly at the rate of one hundred and forty-eight dollars and fifty-six cents (\$148.56) for each of twenty-five pay periods and one hundred and forty-eight dollars and seventy-one cents (\$148.71) for the twenty-sixth full pay period.~~
- Effective no later than September 1, 2006, the School District shall make a payment to the Fund of twelve million five hundred thousand dollars (\$12,500,000). The payment shall be made on behalf of all eligible members without regard to the number of eligible members then enrolled in the Fund's plan.
6. ~~Effective September 1, 2007, the School District shall pay into the Fund the sum of four thousand two hundred and eighty-seven dollars and sixty-~~

one cents (\$4,287.61) per eligible member. The payments shall be made bi-weekly at the rate of one hundred and sixty-four dollars and ninety cents (\$164.90) for each of twenty-five pay periods and one hundred and sixty-five dollars and eleven cents (\$165.11) for the twenty-sixth full pay period.

Effective no later than September 1, 2007, the School District shall make a payment to the Fund of twelve million five hundred thousand dollars (\$12,500,000). The payment shall be made on behalf of all eligible members without regard to the number of eligible members then enrolled in the Fund's plan.

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

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

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

Effective March 1, 2010	\$10.10
September 1, 2004	\$7.93
Effective September 1, 2011	\$10.90
September 1, 2005	\$8.76
Effective September 1, 2006	\$9.68
Effective September 1, 2007	\$10.74

C. Purpose of Trust Fund

1. The purposes of the Trust Fund ~~is~~ 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.

Modify Article XIII, Section G — Legal Services Trust Fund

1. The School District agrees to establish the "Philadelphia Federation of Teachers Legal Services Trust Fund" which shall be organized to qualify as a tax-exempt organization pursuant to the provisions of the United States Internal Revenue Code of 1954, as amended. The exclusive function of said Trust being to form part of a qualified legal services plan within the meaning of Section 120 of the United States Internal Revenue Code of 1954, as amended. For the ~~2004/2005~~ 2010/2011 school year, the School District shall pay to said Trust Fund one hundred and fifty-five dollars (\$155.00) ~~one hundred and thirty-five dollars (\$135)~~ per year for each employee covered by this Agreement payable at the rate of ~~six seven~~ six dollars and seventy-five cents (\$67.75) per employee per pay period for twenty (20) full bi-weekly pay periods each school year. Effective beginning with the ~~2005/2006~~ 2011/2012 school year, the School District shall pay to said Trust Fund one hundred and forty ~~sixty-five~~ sixty dollars (\$14.165) per year for each employee covered by this Agreement payable at the rate of ~~seven eight~~ seven dollars and twenty-five cents (\$78.25) per employee per pay period for twenty (20) full bi-weekly pay periods each school year.

Modify Art. XIII Sec. K NEW subparagraph (b) — Workers Compensation

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

Modify Art. XIII Sec. L by adding the following NEW subsection: Pay Termination

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

Modify Article XVII, Section B.7

The workday for full-time, ten (10) month Pre-K Head-Start Employees shall be six (6) hours and fifty-five (55) minutes including a thirty (30) minute duty-free lunch. The workday for full-time, twelve (12) month Comprehensive

Early Learning Center Employees shall be seven and one-half (7½) hours including a thirty (30) minute, duty-free lunch and two (2) fifteen (15) minute breaks. The workday for all part-time Comprehensive Early Learning Center Employees shall be five (5) hours. The workday for all cleaners and custodial assistants shall be five (5) hours.

Modify Art. XVIII Sec. B(2)(m) — Rostering

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

High Needs Schools — Extended Year Program

Beginning in 2009-10 school year, appointed teachers working in High Needs Schools shall have home school preference for the Extended Year Program (Summer Academy) the District elects to operate in their home schools. They will be guaranteed employment in their home school for the duration of that Extended Year Program (Summer Academy). Teachers may choose to opt out of the Extended Year Program (Summer Academy) assignment in their home school by no later than April 1st. In the event that this occurs, vacancies in the Extended Year Program (Summer Academy) will be offered to other teachers in accordance with summer program seniority and certification provisions. All Teachers working in the Extended Year Program (Summer Academy) shall be paid at their regular hourly rate. If leveling is required, teachers not regularly appointed to the school shall be leveled pursuant to Summer Program leveling procedures.

Modify Article XVIII, Section C(1)(b) — Assignments and Transfers

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

- (1) To distribute equitably professional staff qualifications and experience among all schools in the School District;
- (2) To reduce the over-all vacancy rate throughout the School District and eliminate individual school vacancy rates that are above the city average;
- ~~(3) To 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.
- (6) All teachers shall have the right to participate in both the seniority based and site selection based assignment and transfer procedures described in this Section.

Modify Article XVIII, Section C(2)(b)

A teacher who has served in a school on a temporary assignment during the previous school year as well as newly hired teachers who completed their student teaching in that school or had worked in that school as a long-term substitute within the preceding two (2) years may be retained in a vacancy in the school. Apprentice Teachers; and Pre-Professional Teachers, Literacy Intern Teachers and Transition Support Tutors who have completed their certification requirements may also be retained if a vacancy designated as site selection exists and the Principal and teacher agree. ~~Such retention shall be made subject to racial balance requirements.~~

Modify Article XVIII, Section C(2)(d)

A teacher placed on special assignment shall be subject to involuntary transfer in the succeeding school year. The position will be vacated at the end of the school year, unless the Principal decides to retain the teacher and the teacher agrees; ~~provided this retention decision does not adversely impact on racial balance.~~

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

- (1) having a date of hire after August 15;
- (2) working out of his/her area of classification; and
- ~~(3) having been assigned not in accordance with racial balancing requirement; and~~
- (3) ~~(4)~~ having been assigned at the end of the site selection process.

Add NEW Art. XVIII Sec. C(2)(j) as follows:

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

- (1) The Office of Talent Acquisition honors right to return, rights to follow and retention requests;
- (2) The site selection process shall occur;
- (3) At the end of the site selection process, all unfilled vacancies are identified and listed with all other vacancies;
- (4) Forced transfers and voluntary transfers are merged;
- (5) Voluntary transfer requests for teachers with less than five (5) years of building seniority are considered;
- (6) Site selection reopens for new hires; and
- (7) Voluntary transfer requests may be honored through August 31st and will be permanent. Rights to Return requests may be honored through the leveling date and will be permanent.

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

Remove Art. XVIII Sec. C(3) as follows:

Racial Balance in Faculties

- (a) In accordance with the School District'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 and 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.

Art. XVIII Sec. C(5)(a) and (b)

- (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 where the teacher with the least building seniority within the classification being reduced shall be the first transferred and so on, provided that substitutes, apprentice teachers and provisional teachers filling a vacancy in the same classification have been moved first.
- (b) A teacher transferred because of decreased pupil enrollment shall have the right to return to his/her original school in the reverse order to that in which he/she was transferred out, provided a request for such transfer is made within one (1) year from the date he/she was transferred out ~~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.

Modify Art. XVIII Sec. C(6) as follows:

Voluntary Transfers

- (a) ~~Effective September 1, 2005, a~~ An appointed teacher must have two (2) years of location seniority in order to voluntarily transfer to another school in the position classification or subject for which he/she is presently qualified and appointed.
- (d) Applications for transfers on forms furnished by the School District shall be filed with the Office of Talent Acquisition 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.

Vacancies shall be posted with positions designated by appropriate certification as follows: Primary Grades (Pre-K to grade 3); Upper Elementary (grades 4 to 6); Middle Years (grades 7 to 9 and/or content specific); High School (grades 9 to 12 and/or content specific). To the extent the information is available, grades and/or subject and any other qualifications shall be listed on the posting of vacancies.

- (e) An employee requesting a voluntary transfer to a school may file a single application listing his/her preferences on the form provided by the School District. Only ten (10) schools may be listed in order of preference. Voluntary transfer requests may include schools in which all vacancies are site-selected and will be considered in accordance with seniority provisions if a vacancy is not otherwise filled through site selection.

Modify Art. XVIII Sec. C(8)(c) as follows:

Transfers and Assignments

- (2) In the 200905/201006 school year and 201107/201208 school year, if there is an odd number of vacancies in a school, the "odd" vacancy shall be filled through the traditional process.
- (3) In the 201006/201107 school year ~~and 2008/2009 school year~~, if there is an odd number of vacancies in a school, the "odd" vacancy shall be filled through site selection.
- ~~(4) Racial balance at all schools must be maintained.~~
- (5) (4) On a school-by-school basis, one (1) vacancy report will be generated with specific positions designated as either "seniority based" or "site selected." The designation as either "seniority based" or "site selected" may not be changed

except by agreement of the Parties, which shall not be unreasonably withheld.

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

Modify Art. XVIII Sec. C.8(d) as follows:

The Principal will consult with the School Council and/or the Home and School Association in order to establish the teacher and parent members of a Staff Selection Committee. Following this consultation, the Principal shall establish a Staff Selection Committee which shall be comprised of ~~two~~ (2) teachers, a parent member of the Home and School Association, an assistant principal (where applicable), and the Principal. In those schools where no School Council exists, the Principal will receive recommendations from the Building Committee for the teacher members of the Staff Selection Committee.

- (1) A Staff Selection Committee convened by the School Council at each school (or in the absence of a School Council, by the Principal and Building Committee) will interview and select all teachers for assignment to the school to fill existing vacancies. In the case of new hires, such candidates shall have been deemed qualified by the Office of Talent Acquisition.
(a) ~~+~~ The Principal, in consultation with the Staff Selection Committee, shall establish appropriate, objective criteria and procedures to identify candidates for filling vacancies ~~including maintenance of racial balance.~~
(b2) ~~The Staff Selection Committee will follow the established procedures to screen and recommend candidates, to the Principal. The final selection of qualified candidates shall be made by the Principal. The Principal and the Staff Selection Committee will reach consensus on the most qualified candidate for each available position. In the event that the Committee fails to reach consensus, the Principal shall make the selection from among the three (3) most qualified applicants as ranked by the Committee.~~

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

Modify Art. XVIII Sec. C.8(i) as follows:

Transition Schools

- (1) ~~Vacancies resulting from the addition of a new grade and vacancies resulting from the expansion of a grade shall be site selected for the year of the transition~~
(2) ~~Effective for the 2005-2006 school year, when involuntary transfers of teachers are required because all or part of the student body is moving to a different school building, teachers in the sending school shall be offered the opportunity to transfer to the new location on the basis of school seniority only for the year in which the grade is added, 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. Vacancies thereafter shall be filled according with the general procedures for filling vacancies.~~
(3) ~~Teachers who do not accept assignment, or for whom there are no vacant positions in the transition building, shall select a new assignment as a forced transfer in accordance with the general procedures for filling vacancies.~~

Add new Art. XVIII Sec. C(8) as follows:

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

Modify Art. XVIII Sec. C(8)(k) — Site Selected Schools

- (5) ~~The Principal in consultation with the Personnel Committee will select the most qualified candidate for each available position. The Principal and the Staff Selection Committee will~~

reach consensus on the most qualified candidate for each available position. In the event that the Committee fails to reach consensus, the Principal shall make the selection from among the three (3) most qualified applicants as ranked by the Committee.

- (9) ~~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.~~

Art XVIII Sec. C(9) shall be modified as follows:

Training, Implementation & Evaluation

- (a) ~~In accordance with Article X, intensive professional development shall be provided to the members and potential members of the Staff Selection Committee and/or 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 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.~~

Modify Article XVIII, Section C.2(a)

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

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

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

Modify Article XVIII, Section C.12(i)

The opportunity to participate in programs during the summer and after regular hours shall be offered to school nurses/practitioners on an annual rotating basis within each Region. Positions shall be offered to eligible employees based on system seniority. The employee with the greatest system seniority in a Region shall be selected first. In the event that no nurse is available to fill an assignment from within a Region, positions shall be offered to employees within the School District based on system seniority.

Remove Article XVIII, Section D.4 as follows:

~~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.~~

Add Article XVIII, Section D.4

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

Add Article XVIII, Section D

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

Modify Article XVIII, Section C(13)(d)

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

Modify Article XVIII, Section D(14)

The School District will give every consideration to achievement of the Parties' goals of a maximum caseload for elementary counselors of four hundred (400), a maximum caseload for middle school counselors of one hundred and fifty (150) and a maximum caseload for high school counselors of two hundred (200), and a maximum caseload for secondary counselors of three hundred (300). There shall be at least one (1) counselor in each school as soon as possible but no later than September 1, 2005.

Add Article XVIII, Section E (New)

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

Modify Article XVIII, Section F

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

SAFETY & DISCIPLINE

Student Code of Conduct

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

Add to Article XVIII, Section E

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

Modify Article XVIII, Section E

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

Modify Article XVIII, Section E(6) as follows:

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

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

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

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

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

Modify Article XX, Section C NEW as follows:

NTA's will be provided with on-going professional development to enhance their ability to manage student behavior.

CELC, HEAD START & PRE-K

Savings Clause

The consolidation of contract language covering CELC, Head Start and any other Pre-K employees into a single section of the CBA called Pre-K is not intended as a consolidation of any existing bargaining unit. This consolidation of language shall not affect, modify or change any contractual rights of any bargaining unit members including but not limited to, lay-off, seniority, assignment, job bidding or any other contractual right unless such change is agreed to by the parties and incorporated into the Agreement.

Modify Article XXII, Section A(1), renumbering as Article XXII, Section E(2):

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 and custodial assistants shall have two (2) fifteen (15) minute breaks; one (1) in the morning and one (1) in the afternoon.

Modify Article XXII, Section A(4), renumbering as Article XXII, Section E(4) as follows:

When change of assignments or schedules become necessary in a school or center, such changes, except in an emergency, shall be discussed between the Center Leader head-teacher and employee involved at least two (2) working days in advance.

Modify Article XXII, Section A(6), renumbering as Article XXII, Section #6 as follows:

Custodial assistants and cleaners may use their time off as they see fit. This is to include leaving the building. Before

leaving the building, custodial assistants and cleaners must notify the Center Leader.

Delete Article XXII, Section A(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.

Modify Article XXII, Section B(6), combining with Article XXII, Section A (10) and renumbering as Article XXII, Section B __ as follows:

For the 2001/2002 year and thereafter, Comprehensive Early Learning Center Administration the Office of Early Childhood shall designate positions as twelve (12) month or ten (10) month. When a position is so designated, an employee in the same classification who currently works twelve (12) months may voluntarily agree to demote himself/herself to the ten (10) month position. Any reassignments of employees resulting from these designations shall be done in seniority order in accordance with this Agreement.

Delete Article XXII, Section C(1)

The instructional staff must participate in the meal time phase of the Comprehensive Early Learning Center.

Delete Article XXII, Section C(3)

No Comprehensive Early Learning Center employee shall be assigned to a public school as a temporary substitute.

Modify Article XXII, Section C(10), renumbering as Article XXII, Section E(8):

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

Modify Article XXII, Section D(6), renumbering as Article XXII, Section D(4) as follows:

When space is available, Comprehensive Early Learning Center Pre-K employees shall be provided adequate lounge and eating facilities.

Modify Article XXIV, Section A(2), renumbering as Article XXII, Section A(2) as follows:

All Head Start and Focus on Four Teachers Pre-K teachers shall be given a common preparation time of two (2) hours per week each Friday. When Professional Development is offered for half days on Fridays, the Office of Early Childhood will develop an alternate calendar with input from the Federation that affords maximum professional development opportunity for teachers and minimum inconvenience for parents the Centers will be closed for students on those days. Preparation time will be paid back when schools are closed because of inclement weather or by administrative action.

Modify Article XXIV, Section A(3), renumbering as Article XXII, Section A __ as follows:

Head-Start Pre-K teachers who are certified shall be eligible for sabbatical leaves to the same extent and subject to the same regulations as public school teachers professional employees.

Modify Article XXIV, Section A(4), renumbering as Article XXII, Section A(4) as follows:

Pre K Head Start — Late Pick-Up Policy

- (a) For Centers located in schools after the teacher's workday, Head Start Pre-K children who have not been picked up after the student day are to be left in the custody of the school Principal or the Principal's designee.
- (b) For off-site Centers (not located in schools) the following policy will apply:
 - (1) The process outlined in Article XVII, Section C will be implemented at the beginning of each school year to identify two (2) adults from each center who will remain after the work day to supervise children who are not picked up on time. In the event these individuals are required to stay with children after the conclusion of the teacher workday they will be compensated at their appropriate EC rate. Teachers shall be repaid for any lost preparation time.
 - (2) The School District will guarantee these two (2) identified Head Start employees a minimum of two (2) hours each week of EC time.
 - (3) If these individuals must remain at the Center in excess of two (2) hours per week, they will be additionally compensated at the EC rate.
- (c) In an effort to safeguard and protect the Pre-K Head Start youngsters entrusted in our care, the Administration agrees to vigorously

enforce the policy and procedures outlined in the side letter agreed to by the Parties:

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

Modify Article XXIV, Section B(10), renumbering as Article XXII, Section C __ as follows:

The instructional staff must participate in the meal time phase of the Pre-K classroom Head-Start Program Comprehensive Early Learning Center. Each such employee shall receive a thirty (30) minute duty free period during the day.

Delete Article XXIV, Section B(13)

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

Modify Article XXV, Section B as follows:

13. Should the regulations of the Pennsylvania State Board of Education or the School Laws of the Commonwealth not permit such method of assignment, then two (2) seniority lists shall be established. The first shall list all certified substitutes; the second shall list all non-certified substitutes, each within their respective seniority unit groupings.
18. All substitutes shall receive assignments solely from the AESOP HERBS System.

Add Article XVII, Section D

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

Modify Side Letter regarding Retired Teachers as follows:

Retired teachers and retired school nurses/practitioners

The following shall apply to retired teachers and retired school nurses/practitioners.

Modify School Day Side Letter as follows: School Day/School Year

The Parties recognize the obligation arising under Pennsylvania Public School Code, 24 Purdon's Statutes, Act 46 of 1998 and Act 83 of 2001, codified at 24 P.S. Sec. 6-969(k)(3), with respect to the number of hours of instruction required on an annual basis and the number of instructional days per school year.

The Parties agree that the number of instructional days currently provided in the Collective Bargaining Agreement meets or exceeds that State average as determined by the State Department of Education and further that the number of hours of instruction for students on an annual basis meets or exceeds the required number of hours of instruction for students as determined by the Department of Education.

In the event that during the life of this Agreement the School District no longer meets either of these requirements, the Parties agree that they will meet to resolve any issues arising therefrom.

Add New Side Letter — Incentive Schools

For the 2009-10 school year, each teacher on the staff of a school on the Incentive Schools List in 2009-10 shall receive tuition reimbursement of up to six (6) credits, at the rate of \$400 per credit to a maximum of \$2,400.

For the 2009-10 school year, teachers on the staff of schools on the Incentive School List in 2009-10 who have attained a Masters +30 and beyond shall have the option of receiving tuition reimbursement or three (3) additional personal leave days in the 2009-10 school year to be placed in a frozen leave bank payable at retirement or resignation.

Modify Appendix D as follows:

Therefore the parties agree to work cooperatively to develop well-articulated programs of instruction for each grade level, including career and technical education, that will guide and support teachers in aligning classroom instruction with the standards, curriculum, and assessment system in order to support improved student achievement.

Insert new Article __, Section __ — RENAISSANCE SCHOOL

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

sessions per month and up to twenty-two (22) days in July.

2. Teachers will be compensated at their daily rate for all days worked beyond the teacher work year. Teachers will be compensated at the prorated daily rate for all hours worked beyond the maximum workday specified in this Agreement. One (1) preparation period per week may be directed by the principal.
3. Teachers working in Renaissance Schools will be expected to assume responsibilities for participating in and leading professional development activities as part of their regular assignments. These may include workshops, mentoring and curriculum development as determined by the professional development plan created by the principal and the school leadership team.
4. As part of the application process, all teacher candidates will be advised of scheduling requirements and other working conditions associated with Renaissance Schools as set forth in this section. Each individual teacher candidate shall specifically acknowledge, and agree to satisfy, as part of the application process for a position at a Renaissance School, the special terms and working conditions associated with Renaissance School as set forth in this section. Upon accepting a position at a Renaissance School, each candidate will agree to satisfy such requirements for appropriate additional compensation as specified in this section. The form of the document used for the candidate's acceptance of the position will be shared with the Federation prior to its use.
5. The schools will be full site select schools for Teachers. The District will annually discuss with the Federation assignment and transfer timeline prior to implementation.
6. Instructional Support Staff will be compensated at their hourly rate of pay for any additional time worked beyond their contractual work day and year.
7. Once a school has been designated as a Renaissance school, Instructional Support Staff will have the option of remaining in the Renaissance School or becoming a forced transfer.
8. Once a school has been designated as a Renaissance School, all teachers in the school shall become forced transfers and up to fifty (50) percent of those teachers that apply to the school through the site selection process may be rehired.
9. All PFT staff assigned to Renaissance Schools will be able to volunteer out of the school with one (1) year of building seniority.

Add New Section — HIGH NEEDS SCHOOLS

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

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

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

High Needs Schools — Masters Degree Partnership Program

School District of Philadelphia Masters Degree Partnership Program

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

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

Each participant in the Masters Degree Program shall receive tuition reimbursement of up to six (6) credits per year, at the rate of \$400 per credit to a maximum of \$2400 per year. Participants will be required to complete the Masters Degree Program within five (5) years of acceptance. Employees accept to the Masters Degree Program must continue in the employment of the School District of Philadelphia at a High Needs School for at least two (2) years following completion of the program.

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