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, 2013 – August 31, 2020

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.

Key:
1. New language is underlined.
2. Strikethrough language is to be deleted.
3. Name changes, i.e., “Human Resources” changed to “Office of Talent;” “Director” to “Executive Director” may not be shown.
4. Expired programs and dates will be deleted, but will not be shown.
5. Deleted language put into “Cyberspace” indicates programs that may have been ended such as the Peer Intervention Program. Should the program(s) be reinstituted, the same language would be returned to the contract.
6. All other contract language remains the same.

MEMBERSHIP MEETING—JUNE 19, 2017
Agenda
1. Motion to dispense with the reading of the minutes from the previous meeting
2. President’s Report
3. Motion to ratify the tentative agreement
4. 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 are listed inside.

Duration of the agreement September 1, 2013 – August 31, 2020

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COMPENSATION SUMMARY (see Art. XII Sec. A)

Employees at the Top Step:
3% lump sum following ratification
4% lump sum 9/1/2017
4% lump sum 9/1/2018
9/1/2019: 2% lump sum + 2% salary increase

Employees on Steps (not at maximum):
9/1/2016: eligible employees (hired prior to 9/1/2016) shall move one step and be paid in a lump sum
9/1/2017: all employees on step, not at maximum, shall move one step
9/1/2018: all employees not at maximum shall move one step
9/1/2019: all employees not at maximum shall move one step
9/1/2019: employees not at maximum shall receive a 2% salary increase
9/1/2019: eligible employees hired before September 1, 2014 and not at maximum shall move an additional step
7/1/2020: eligible employees hired before September 1, 2015 and not at maximum shall move one step
7/1/2017: eligible employees shall receive credit for approved advanced degrees including senior career teacher

Replace language in Art. XII Sec. A with the following:

Salaries

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

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

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

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

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

Modify Art. XII Sec. B.1 as follows:

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

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

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

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

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

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

Memorandum of Agreement: The Parties agree that the retroactive payment for the increment effective September 1, 2016, and the lump sum payment to employees at the maximum of the salary schedule effective following ratification shall be payable to employees employed in the PFT bargaining unit at ratification and shall be paid as a lump sum payment no later than the first payroll following thirty (30) days after ratification by the School Reform Commission of the Agreement. The Parties agree that except for the increment effective September 1, 2016, and the increment effective July 1, 2020, any other increments shall be effective on the employee's anniversary date.

Memorandum of Agreement: The Parties agree that the retroactive payment for the increment effective September 1, 2016, and the lump sum payment to employees at the maximum of the salary schedule effective following ratification shall be payable to employees employed in the PFT bargaining unit at ratification and shall be paid as a lump sum payment no later than the first payroll following thirty (30) days after ratification by the School Reform Commission of the Agreement. The Parties agree that except for the increment effective September 1, 2016, and the increment effective July 1, 2020, any other increments shall be effective on the employee's anniversary date.
Modify Art. IV Sec. B.2 as follows:
(a) The Federation-District Committee shall meet regularly, normally on a monthly basis, to discuss matters of education policy and development, matters and problems affecting teachers generally, and shall conduct (including paper work, and compensation strategies to attract and retain teachers, as well as matters relating to the implementation of this Agreement.

Modify Art. XI Sec. C.7 as follows:
(a) The PAR Program will have primary responsibility for coaching, reviewing and evaluating a tenured teacher who has been rated unsatisfactory and assigned to the Program. Teachers participating in this Program who were rated unsatisfactory in the current and/or previous school year may have their rating period extended until June 30 by the PAR Panel provided that the extension does not provide support for more than one year.

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

Modify Art. XI Sec. C.8 as follows:
(a) Each tenured teacher shall design, in collaboration with the Principal or the Principal’s designee, a multi-year professional Development Plan (PDP) for continuous improvement covering the professional development years (years one (1) and two (2)), which the Principal or Assistant Principal shall approve and which approval shall not be unreasonably denied. The teacher’s evaluation shall inform the PDP. The Principal, or the Principal’s designee, and the teacher shall meet for one hour per year to review the PDP. The only teachers who are not required to work on a PDP are: long-term substitute teachers and teachers participating in Peer Assistance and Review 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 aligned to the School’s Professional Development Plan, and the teacher’s evaluation, and that are planned to improve student outcomes assessment and school results.

Delete Art. XI Sec. C.12 as follows:
12. PAR Program with sixty (60) days notice.

Modify Art. XI Sec. D as follows:
1. Newly appointed employees (exclusive of professional employees, temporary professional employees, and per diem substitutes) shall serve a probationary period of sixty (60) days/220 workdays (three (3) months) from their dates of appointment. During this probationary period, the new employee who has been absent for any reason (with the exception of work related injuries) on three (3) or more occasions, or has had two (2) or more occasions of unsatisfactory work performance, or has had any documented unsatisfactory incident, may be transferred or terminated at the discretion of the Superintendent and/or CEO without recourse to the grievance procedure.
2. Employees who have completed the probationary period shall have their performance evaluated as satisfactory or unsatisfactory at least every two (2) years.
3. The Administration jointly with the Federation shall develop appropriate performance assessments for such non-professional employees.

Modify Art. XII Sec. B.8 as follows:
8. Effective January 1, 2021, an employee moved to a lower paid classification on or after September 1, 2021, shall, except in cases of demotion, retain his/hers former rate in his/her new classification until such time as the rate for that new classification reaches his/her red-circled rate (45) years, whichever is sooner, after which he/she shall be entitled to such increases as are applicable to the classification into which he/she has moved.

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

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

An additional night meeting may be scheduled through a shortened work day and that day can precede the contractual work day. If such a meeting is scheduled, it requires the signature of the Principal, the Building Committee and the Home and School President.

Modify Art. XII Sec. P as follows:
5. Employees shall have a leave bank created to store personal days accumulated as a result of administrative actions such as prep time backpay, etc. Employees shall be eligible for all such accumulated days each year. In the event of termination, employees shall receive termination pay for each unused day at the then daily rate of pay in accordance with Article XIII, Section L.5.
New Section Article XIII Sec. A as follows:

Effective September 1, 2017, each employee being provided with health insurance under this Article shall contribute, through pre-tax payroll deductions, towards premium in the amount of three thousand and eight hundred dollars ($3,800) at a rate of $5.12 per month. Effective September 1, 2019, each employee being provided with health insurance under this Article shall contribute, through pre-tax payroll deductions, towards premium in the amount of five percent ($5) of base salary.

New Section Article XIII Sec. A as follows:

(a) In addition to the premium contribution in Section (XIII.A), an employee whose spouse is covered by a separate employer sponsored medical insurance policy shall pay a surcharge amount if the employee elects to receive medical coverage offered by the School District for his/her spouse in the following amounts: $50 per month effective September 1, 2017 and $75 per month effective September 1, 2019.

Modify Art. XIII Sec. A.4

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

(a) Employees currently enrolled in Keystone HMO 15 shall Xpay into the Health and Welfare Fund the sum of $155.01 per month. Employees hired on or after September 1, 2010, choosing to enroll in the PC 20/30/70% (w/variations) Plan provided however, that such employee shall pay $166.07 per month effective September 1, 2019. Employees who have completed four (4) years of employment may choose to enroll in the Keystone HMO 15 Plan provided however that such employee shall pay $166.07 per month effective September 1, 2019.

(b) The School District shall pay into the Health and Welfare Fund the sum of four thousand and thirty dollars and twenty six cents ($4,030.26) per eligible member. The payments shall be made at the rate of one hundred and fifty five dollars and one cent ($155.01) per eligible member.

(c) When the Medical Plan becomes self-funded the School District shall establish new premium equivalents using reasonable actuarial methods. These new premium equivalents shall be used to establish the payments, if any, required in Article XIII, Section A.3(a) & (b).

(d) As soon as possible, but no later than July 1, 2010, Effective September 1, 2017 or as soon as possible thereafter, all employees currently enrolled in Personal Choice 20/30/70% (w/variations) effective September 1, 2017, may choose to remain in Personal Choice 20/30/70% (w/variations effective September 1, 2017) or the Base Plan effective to the employee.

Delete Article XIII Sec. A.7 as follows:

2. Medical Insurance Opt-Out Program

An eligible employee who meets the requirements listed in this Section may elect to waive his/her participation in the School District’s health insurance plan. An eligible employee who wants to waive health insurance coverage must do so in writing. As of July 1, 2007, who has completed four (4) years of employment, may choose to enroll in the PC 20/30/70% (w/variations) Plan provided however, that such employee shall pay $166.07 per month effective September 1, 2019. Employees who have completed four (4) years of employment may choose to enroll in the Keystone HMO 15 Plan provided however that such employee shall pay $166.07 per month effective September 1, 2019.

Modify Art. XIII Sec. B.2 as follows:

3. Effective September 1, 2017 March 1, 2016 the School District shall pay into the Fund the sum of three thousand nine hundred and sixteen dollars ($3,916) four thousand and thirty dollars and twenty six cents ($4,030.26) per eligible member. The payments shall be made at the rate of one hundred and fifty five dollars and one cent ($155.01) per eligible member. The payments shall be made at the rate of one hundred and fifty five dollars and one cent ($155.01) for each of twenty-six (26) pay periods.

4. Effective September 1, 2018 March 1, 2016 the School District shall pay into the Fund the sum of four thousand and one hundred eleven dollars and eighty cents ($4,111.80) four thousand and thirty dollars and twenty six cents ($4,030.26) per eligible member. The payments shall be made at the rate of one hundred fifty five dollars and one cent ($155.01) for each of twenty-six (26) pay periods.

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

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

Modify Art. XIII Sec. C.3 as follows:

1. Wage Continuation Program

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

Benefit Duration: 26 to 30 weeks of benefit payments after the individual has utilized his/her accumulated sick leave plus waiting period.

2. New Hire. For employees in covered bargaining units who are newly hired within the School District forty-eight (48) months immediately prior to each September 1 when the employee’s weekly indemnity benefits category is set, the percentage of premium paid by the School District will be as follows:

Benefit Duration: 26 to 30 weeks of benefit payments after the individual has utilized his/her accumulated sick leave plus waiting period.

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

No change to paragraphs 3 through 9.

Modify Art. XIII Sec. K. as follows:

6. Employees shall continue to be eligible to participate in an employer sponsored medical plan up to twelve (12) months following commencement of an approved occupational injury claim. If the employee does not return to work following the termination of an approved occupational injury claim of a duration greater than (a) six (6) months but (b) less than twelve (12) months, the employee shall be provided an opportunity to enroll in a weekly indemnity program which would provide a uniform benefit package with varying waiting periods based on accumulated sick leave. This plan shall be as follows:

Benefit Duration: 26 to 30 weeks of benefit payments after the individual has utilized his/her accumulated sick leave plus waiting period.

Delete Article XIII Sec. L as follows:

1. Termination Pay. 5. Value of Leave Day.

(a) For employees hired prior to July 1, 2017, the value of a leave day for ten (10) months 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 hundred and twenty-fourth (1/240) of the annual salary such employee is receiving at the time of termination.

(b) For employees hired on or after July 1, 2017, the value of a leave day for ten (10) months employees for the above purposes shall be seventy-five percent (75%) of 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 seventy-five percent (75%) of one-two hundredth and fortyfourth (1/240) of the annual salary such employee is receiving at the time of termination.

Modify Art. XVIII Sec. F.8 as follows:

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

Modify Article XVIII Sec. B.1 (a) as follows:

(a) Administrators are encouraged to roster teachers to common preparation periods. Teachers shall undergo professional judgment in their use of preparation time in order to further professional work and to promote greater classroom effectiveness and to collaborate with their peers about instructional practices.

Modify Art. XVIII Sec. C.1 as follows:

1. Policy

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

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

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

2. To reduce the overall vacancy rate throughout the School District and eliminate individual school vacancy rates that are above the city average;

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

4. To match abilities and interests of teachers with needs of students and the demands of the instructional program;

5. All teachers shall have the right to participate in both the seniority based and site selection based assignment and transfer procedures described in this Section.
Modify Art. XVIII Sec. C.2 (a)-(j) as follows:

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

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

(3) In order to be retained, the teacher must be rated satisfactory. Application for retention in a school on forms furnished by the School District shall be filed by the teacher or his/her representative by May 15. The Committee shall meet no later than the second Friday in August.

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

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(d) The School District shall use its best efforts to accurately allocate the proper number of teachers for each school. To reduce disruptions, the leveling of classes will begin not later than ten (10) student days after the first student day of the school year and shall be completed by the Monday following the twenty-first (21) school day.
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 content specific); High School (grades 9 to 12 and content specific).

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

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

(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.

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

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

Modify Art. XVIII Sec. C.7 (a)-(c) as follows:

The procedures for selecting professional staff are set forth below:

(a) Definitions

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

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

(3) An experienced teacher is an appointed teacher with more than five (5) years of experience.

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

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

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

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

(8) Professional staff as used in this Section is defined as 24 D5, 1111-0111100 for "professional employee".

(b) Experience-Balancing Procedures

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

(1) The School District shall create a list of Out of Experience Balance Schools.

(2) The School District shall create a list of Experience Balanced Schools.

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

(4) Transfer and Assignments

(5) For every ten (10) vacancies in each school, ten (10) shall be site selected and one (1) shall be filled through the existing seniority process. All vacancies shall be filled without regard for certification or seniority for the benefit of certificates.

(6) In the 2009-2010 school year and 2011-2012 school year, if there is an odd number of vacancies in a school the "odd" vacancy shall be filled through the existing seniority process.

(7) In the 2013-2014 school year, if there is an odd number of vacancies in a school the "odd" vacancy shall be filled through site selection.

(8) 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 withheld.

(9) The designation as either "seniority based" or "site selected" may not indicate a change in classification but such number of meals is less than five (5) percent (5%) above or below the limit for the classification, the food service manager shall be notified by the Office of Talent Development of the employee-based reclassification.

(10) The Staff Selection Committee shall include one (1) parent and at least two (2) teachers from the school. The Staff Selection Committee will 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 selected by the School Council, or in the absence of a School Council, by the Building Committee and the Principal, from among teachers at the school. A parent of a student in school shall be selected by the School Council, or in the absence of a School Council, by the Building Committee and the Principal, from among parents at the school. The principal of the school to serve on the Staff Selection Committee shall be selected by the School Council, or in the absence of a School Council, by the Building Committee and the Principal, from among principals at the school.

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

(b) New hires shall be site selected.

(i) New Schools

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

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

Modify Art. XVIII Sec. D as follows:

The School District shall provide teachers with training and professional development related to responsive practice and best practices in keeping children safe, responding to rights and other disturbances, working with students impacted by trauma, and building a supportive environment in schools.

Modify Art. XXVIII Sec. E as New Section as follows:

The School District shall provide teachers with training and professional development related to responsive practice and best practices in keeping children safe, responding to rights and other disturbances, working with students impacted by trauma, and building a supportive environment in schools.

Modify Art. XXVIII Sec. C.7 (d)-(g) as follows:

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

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

(3) The Staff Selection Committee shall include a parent and two (2) teachers from the school. The Staff Selection Committee will 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 selected by the School Council, or in the absence of a School Council, by the Building Committee and the Principal, from among teachers at the school. A parent of a student in school shall be selected by the School Council, or in the absence of a School Council, by the Building Committee and the Principal, from among parents at the school. The principal of the school to serve on the Staff Selection Committee shall be selected by the School Council, or in the absence of a School Council, by the Building Committee and the Principal, from among principals at the school.

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

(5) All new hires shall be site selected.

(6) New Schools

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

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

Modify Art. XVIII Sec. C.7 as follows:

(1) The classification of kindergarten teachers during the registration period shall not interfere with the schools for the interviewing of parents and registering of kindergarten children.

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

(3) 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 conference during the first (1st) session of the school. No more than five (5) meeting sessions are to be used for this purpose.

Modify Art. XVIII Sec. E as New Section as follows:

The School District shall provide teachers with training and professional development related to responsive practice and best practices in keeping children safe, responding to rights and other disturbances, working with students impacted by trauma, and building a supportive environment in schools.
(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 current 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. The 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 September and February of each year to become effective no later than the beginning of the first pay period of the succeeding month.

13. When an opportunity exists for food service managers to serve in a special assignment or task or in a Staff Development Program, an announcement shall be published containing a description of the assignment and any special requirements so that interested managers may apply. Where two (2) managers equally meet the established criteria for a position or task, seniority shall govern the appointment to that position.

14. The right to make administrative transfers and to assign employees who are administratively transferred shall be retained by the School District.

15. An employee reassigned due to the reclassification of a school or a drop in positions shall have the right to return to his/her original assignment in the reverse order for 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 considered as such an employee for the purposes of this Article. In the event that vacancies in such classification exist in several work locations, he/she shall be assigned to the vacancy designated by his/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 seniority shall first be assigned to the vacancies involved.

D. 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. Sections A and B shall apply to Food Service Managers I, II, III, and IV hired prior to February 25, 2016. These managers shall be reassigned into their Food Service Manager I, II, III and IV positions and shall be eligible to bid for vacancies and for assignment to an existing or new food service position in the 2015-2016 school year. If there is a Food Service Manager vacancy in one of these schools and a Food Service Manager I, II, III, and IV does not fill the position, then the school shall be staffed pursuant to Section D.

D. Food Service Managers appointed after February 25, 2016

Effective February 25, 2016, the Food Service Manager shall have the right to return to his/her original assignment in the reverse order for which he/she was reassigned, provided a request for such reassignment is made within one (1) year of the date he/she was reassigned.

Effective February 25, 2016, if a full service school cafeteria exceeds a daily average of 1000, excluding a la carte, adult, and vending sales, the District will staff the cafeteria with a Food Service Manager. The daily average shall be based on the 1000 meal threshold as additional school cafeterias are converted or added and may revise the threshold number in its discretion.

For converted and newly added full service cafeterias after February 25, 2016, the District shall not be required to staff a full service cafeteria with a Food Service Manager during the full service cafeteria’s initial year.

E. Support Services, Facilities and Supplies

1. Facilities that are available to teachers shall also be available to food service managers.

New Side Letter as follows:

Benefits for Same Sex Spouses

The parties agree that the term “legally married same-sex spouse” contained in Article XIII, Section A.3 shall be interpreted consistently with the interpretation given to the terms “spouse,” “husband and wife,” “husband,” “wife” and “marriage” for federal tax purposes as set forth in IRS Revenue Ruling 2013-17 (Aug. 29, 2013), or as modified by any future legislation, regulations, or revenue rulings.

Modify Side Letters as follows:

Retired Teachers and Retired Nurses/Practitioners

Delete existing language in side letter.

1. Home School Preference

a. Retired Teachers shall no longer receive priority for assignment to substitute in the school from which he/she retired. Certified non-annuitants will be offered all positions which exist for per diem substitute service. Certified annuitants will be assigned to “home schools” if no certified non-annuitant is assigned to the position.

b. Annuitants who have signed up for Home School Preference may only be assigned to their home school pursuant to paragraph 1.a above if they are certified in the subject area in which the position exists.

C. Cases of Emergency

2. Food Services — Classification Formula Revision

(1) The classification for meal or meal equivalent sales will be revised to reflect actual sales.

(2) The classification for meal or meal equivalent thresholds will be calculated based on the Pennsylvania School Code and supports student academic growth. The Implementation Team shall develop a plan for implementing a workday that meets the requirements of the Pennsylvania School Code.

(3) The classification for meal or meal equivalent sales will be revised to reflect actual sales.

(4) The classification for meal or meal equivalent thresholds will be calculated based on the Pennsylvania School Code and supports student academic growth. The Implementation Team shall develop a plan for implementing a workday that meets the requirements of the Pennsylvania School Code.

(5) The classification for meal or meal equivalent sales will be revised to reflect actual sales.

(6) The classification for meal or meal equivalent thresholds will be calculated based on the Pennsylvania School Code and supports student academic growth. The Implementation Team shall develop a plan for implementing a workday that meets the requirements of the Pennsylvania School Code.

(7) The classification for meal or meal equivalent sales will be revised to reflect actual sales.

(8) The classification for meal or meal equivalent thresholds will be calculated based on the Pennsylvania School Code and supports student academic growth. The Implementation Team shall develop a plan for implementing a workday that meets the requirements of the Pennsylvania School Code.

The Parties agree to establish a Workday Implementation Team comprised of eight (8) members. One half of the members shall be appointed by the President of Federation and the other half by the Superintendent. The governor of any action or decision, an affirmative vote and at least five (5) members is necessary. The Workday Implementation Team shall develop a plan for implementing a workday that meets the requirements of the Pennsylvania School Code and supports student academic growth. The team will meet as necessary and will develop the plan no later than December 15, 2018.