

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 reinstated, 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

<i>PFT ACHIEVED</i>	<i>SCHOOL DISTRICT WANTED</i>
Salary steps restored Credit for advanced degrees & Senior Career Teacher	Salary reductions up to 13% Elimination of step movement Elimination of advanced degrees & SCT
Termination pay: no change for current Employees	Termination pay drastically reduced
Length of the day & year remain the same	Longer day across the board
Preparation time remains the same & lost time will be repaid	Prep time controlled by the principal Lost time to be unpaid
PFT Health & Welfare Fund maintained PFT Legal Services Fund maintained	Eliminate the PFT Health & Welfare Fund Eliminate PFT Legal Services Fund
Medical insurance: small contribution based on <u>salary</u>	Medical insurance: a lesser plan with up to 13% of <u>premium</u> paid by employee
Layoffs & recall determined by seniority	Elimination of seniority

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

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

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

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

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

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

Modify Art. XI Sec. A as follows:

A. Individual Assessments for Professional Employees

1. Observations and Ratings for Professional Employees
 - (a) In accordance with the Public School Code, tenured professional employees shall be rated at least annually.

Tenured professional employees who have been rated unsatisfactory within the previous three (3) years shall be subject to semi-annual ratings for a period of three (3) years following their unsatisfactory rating.
 - (b) Ratings shall be made at least semi-annually for temporary professional employees (TPEs); and long-term substitutes; and provisional employees.
 - (c) ~~Teachers who have been rated unsatisfactory, and who are participating in the Peer Assistance and Review Program, will have their rating period extended until June 30, during the time they are participating in the program.~~
 - (d) All ratings of all employees shall be completed in accordance with the Public School Code, 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 (years one (1) and two (2)), ratings will also be based upon the teacher's Professional Development Plan (PDP) and the implementation of the PDP.
 - (f) The rating officer for the school nurse shall be the Principal who shall consult with the Nurse Supervisor.
 - (g) With the employee's consent, electronic devices may be used in the observation and supervision of an employee and as part of work-related projects. This does not preclude, to facilitate written documentation of an observation, the use of a portable computing device, which shall not be used for video, photographic, or audio recording of a teacher.
 - (h) A rating form may not be relied upon to support a dismissal for incompetency unless the employee has been provided a completed rating tool, which includes a description based upon classroom observations of deficiencies in practice. An observation may not be relied on to support an unfavorable rating of an employee unless a written statement of the observation is given to the employee within five (5) school days following the observation.
 - (i) The District shall design a Performance Improvement Plan, with input from the employee, for those employees whose rating requires a Performance Improvement Plan.

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

3. PAR is a mandatory program for tenured teachers who have been rated unsatisfactory in the current and/or 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.

Modify Art. XI Sec. C.4 as follows:

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

Modify Art. XI Sec. C.5 as follows:

- (a) Consulting Teachers are Fully Released Teacher Leaders. Consulting Teachers shall be selected by the PAR Panel, utilizing the criteria and selection process developed by the Design and the Implementation Teams.
- (e) Consulting Teachers shall work a ten (10) month twelve (12) month administrative year and day and shall receive a ten (10) month twelve (12) month teacher salary. Consulting Teachers shall also be required to participate in professional development programs and other professional activities related to their position for up to twenty (20) days to be scheduled between August 1 and August 31 of each year, for which they will receive their daily rate of pay.
- (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 intensive assistance plan and the progress of the participating teacher.

Modify Art. XI Sec. C.6 as follows:

- (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 all New Teachers for aspects related to non-instructional conduct. Principals will conduct one (1) formal observation for all New Teachers assigned to the PAR Program.

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

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

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 at least once per year to review the PDP. The only teachers who are not required to work on a PDP are: long term substitute teachers 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 Comprehensive Plan and the teacher's evaluation, and that are planned to improve student outcomes achievement and school results.

Delete Art. XI Sec. C.12 as follows:

- ~~12. PAR Program with sixty Either party may opt out of the (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 forty five (45) workdays three (3) months from their dates of appointment. During this probationary period, an employee who has been absent for any reason (with the exception of work related injuries) on three (3) or more occasions, or has had two (2) or more occasions of unsatisfactory work performance, or has had any documented unsatisfactory incident, may be transferred or terminated at the discretion of the Superintendent and/or CEO without recourse to the grievance procedure.
2. Employees who have completed the probationary period shall have their performance evaluated as satisfactory or unsatisfactory at least every two (2) years.
3. The Administration jointly with the Federation shall develop appropriate performance assessments for such non-professional employees.

Modify Art. XII Sec. B.8 as follows:

8. ~~Effective January 1, 2001,~~ an employee moved to a lower paid classification on or after September 1, 2017, shall, except in cases of demotion, retain his/her former rate in his/her new classification until such time as the rate for that new classification reaches his/her red-circled rate or two and one-half (2.5) years, whichever is sooner, after which he/she shall be entitled to such increases as are applicable to the classification into which he/she has moved.

Modify Art. XII Sec. B.19 as follows:

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

If an additional night meeting beyond the two (2) three (3) meetings referenced above is desired by a school community, the following process will be followed. The issue will be discussed and a plan developed collaboratively by the Principal, the Building Committee, the Home and School President and/or parent members of the School Council.

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

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 payback, etc. Employees shall be eligible to use all such accumulated days each year. In the year of termination, employees shall receive termination pay for each unused day at the then daily rate of pay 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 1.25% of base salary. Effective September 1, 2019, each employee being provided with health insurance under this Article shall contribute, through pre-tax payroll deductions, towards premium in the amount of 1.5% of base salary.

New Section Article XIII Sec. A as follows:

- (a) In addition to the premium contribution in Section (XIII.A), an employee whose spouse is employed and eligible for employer sponsored insurance shall pay a surcharge amount if the employee elects to receive medical coverage offered by the School District for his/her spouse in the following amounts: \$50 per month effective September 1, 2017 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 HMO15 and employees hired after the date of this agreement shall be enrolled in Keystone HMO 15 ("Base Plan") for a period of four (4) years at no cost to the employee. Upon completion of four (4) years of employment, any employee hired on or after September 1, 2010, choosing to enroll in the PC 20/30/70% (w/variations) Plan shall be permitted to do so, provided however, that such employee shall be required to pay five percent (5%) of the then applicable current Personal Choice Component Premium (e.g., Single, Husband and Wife, Family) in addition to any other premium contributions contained in this Agreement.
- (b) As soon as possible, any employee who is currently enrolled in Keystone HMO-10 shall be enrolled in Keystone HMO-15. Any employee hired before September 1, 2010, who has completed four (4) years of employment, may choose to enroll in the PC 20/30/70% (w/variations) Plan provided however, that such employee shall be required to pay three percent (3%) of the then applicable current Personal Choice Component Premium (e.g., Single, Husband and Wife, Family).
- (c) When the Medical Plan becomes self-funded the School District shall establish premium equivalents using reasonable actuarial methods. These premium equivalents shall be used to establish the payments, if any, required in Article XIII, Section A(4)(a) & (b).
- (d) As soon as possible, but no later than July 1, 2010; Effective September 1, 2017 or as soon as possible thereafter, all employees currently enrolled in Personal Choice 20/30/70% (w/variations) 15/25/70% (w/variations) shall be enrolled may choose to remain in Personal Choice 20/30/70% (w/variations effective September 1, 2017) or the Base Plan at no cost to the employee.

Delete Article XIII Sec. A.7 as follows:

7. ~~Medical Insurance Opt Out Program~~

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

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

Modify Art. XIII Sec. B as follows:

3. Effective September 1, 2017 March 1, 2010, 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 dollars and sixty-two cents (\$150.62) 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, 2010, the School District shall pay into the Fund the sum of four thousand 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-eight dollars and fifteen cents (\$158.15) one hundred and fifty five dollars and one cent (\$155.01) for each of twenty-six (26) pay periods.
4. Effective September 1, 2019 March 1, 2010, the School District shall pay into the Fund the sum of four thousand three hundred seventeen dollars and thirty-nine cents (\$4,317.89) 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 sixty-six dollars and seven cents (\$166.07) one hundred and fifty five dollars and one cent (\$155.01) for each of twenty-six (26) pay periods.
5. When a ten pay twelve employee leaves before the end of the school year an adjusting payment will be made to reflect the number of actual days worked by the employee divided by the number of school year work days. Adjusting payments will be made by October 30 for the prior twelve (12) month period that ended August 31.
6. The School District shall pay into the Health and Welfare Fund for each day worked by eligible per diem substitute teachers in the bargaining unit, the following amounts:

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

The Parties agree that the District shall make 6 payment holidays in FY18 and 1 payment holiday in FY19 on dates to be determined by the parties. The District agrees 3 of these

holiday payments will be repaid to the Fund in FY21 on dates to be agreed to by the parties.

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

Modify Art. XIII Sec. J as follows:

J. **Wage Continuation Program**

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

Benefit Duration: ~~52~~ 26 weeks of benefit payments after the individual has utilized his/her accumulated sick leave plus waiting period.

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

Benefit Duration: ~~52~~ 26 weeks of benefit payments after the individual has utilized his/her accumulated sick leave plus waiting period.

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

Modify Art. XIII Sec. L as follows:

L. **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) month employees for the above purposes shall be one-two hundredth (1/200) of the annual salary such an employee is receiving at the time of termination, and the value of a leave day for the above purposes of a twelve (12) month employee shall be one-two hundred and fortieth (1/240) of the annual salary such employee is receiving at the time of termination.

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

Modify Art. XVII 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 fifty percent (50%) eighty percent (80%) of those teachers that apply to the school through the site selection process may be rehired retained.

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

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

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

- (c) The Federation and the School District recognize that effective implementation of these procedures will require joint and continuous review of basic policies relating to teacher transfer and assignment. Therefore, the parties agree that continuously throughout the term of this Agreement, the Federation-District Committee will cooperate to effectuate the purposes of these revised procedures as identified above. This Committee shall meet at the request of either the School District or the Federation. In addition, each year the Federation-District Committee will review the impact of the modified procedures, and if the transfer procedures require amendment or change in order to better effectuate the stated educational and personnel objectives, the Federation-District Committee shall make recommendations to the Federation and the School District for negotiated changes. The Committee shall meet no later than April 15th of each year to meet and agree on the date by which the spring site selection process will end. In the event the Parties cannot agree on a date, spring site selection shall be completed no later than the second Friday in August.
- (d) The School District shall use its best efforts to accurately allocate the proper number of teachers for each school. To reduce disruptions, the leveling of classes will begin not later than ten (10) student days after the first student day of the school year and shall be completed by the Monday following the twenty-first (21) student day.

Modify Art. XVIII Sec. C.2 (a)-(j) as follows:

Except as otherwise required by the provisions regarding school-based selection, all teacher transfers shall be made in accordance with the following rules:

2. Retention of teachers

- (a) In order to permit the prompt identification of vacancies, retiring or resigning teachers, nurses, therapists, and psychologists shall provide at least sixty (60) days' notice of their intention to retire or resign.
- (1) Teachers, nurses, therapists, and psychologists who on account of retirement or resignation plan to separate from the School District's employment between June 30 and September 1 may receive health insurance benefits for July and August provided that by ~~March~~ April 15 they give written notice of their intent to retire or resign.
- (2) Retiring or resigning teachers, nurses, therapists, and psychologists who provide such early notice of their intention to separate from School District service shall not be precluded from working in the School District's summer programs to provide instruction in the summer of their separation from service, excluding participation in professional development.
- (b) ~~A teacher who has served in a school on a temporary assignment during the previous school year as well as newly~~ Newly hired teachers who completed their student teaching in that school or had worked in that school as a long-term substitute within the preceding two (2) years may be retained in a vacancy in the school. Apprentice Teachers and Pre-Professional Teachers who have completed their certification requirements may also be retained if a vacancy ~~designated as site selection~~ exists and the Principal and teacher agree.
- (c) In order to be retained, the teacher must be rated satisfactory. Application for retention in a school on forms furnished by the School District shall be filed by ~~March 15th~~ April 1st of each school year for the following school year and must be signed by both the teacher and the Principal.
- (d) A teacher placed on special assignment shall be subject to ~~involuntary forced~~ transfer in the succeeding school year and the position will be vacated at the end of the school year, unless the Principal decides to retain the teacher and the teacher agrees.

~~Effective 2014-2015, a teacher shall be placed in special assignment for the year in which he/she is first appointed or assigned to a school regardless of the assignment process (forced transfer, voluntary transfer, site select, administrative transfer, right to return, and right to follow) and date of assignment. A teacher on special assignment may be retained in a school provided the Principal and teacher agree. Teachers must file special assignment retention forms by April 1st. In the event the Principal and teacher do not agree, a teacher shall be subject to forced transfer in the succeeding school year and the position will be vacated at the end of the school year.~~

- (e)
- (1) Teachers assigned through the spring site selection process shall not be on special assignment.
- (2) Teachers assigned through the spring site selection process to an assignment in their alternate area of certification shall not be on special assignment unless they notify the Office of Talent on a form provided by the District that they choose not to change their area of appointment and be on special assignment.
- (3) Teachers assigned other than through the spring site selection process shall be on special assignment.
- (4) ~~Teachers will be placed in special assignment in the following circumstances:~~
- (5) ~~having a date of hire after August 15;~~
- (6) ~~working out of his/her appointment area of classification;~~
- (7) ~~Having been assigned other than through the site selection process, at the end of the site selection process~~
- (f) Full time teachers who have indicated in writing a "right to return" ~~filed~~ with the School District no later than the last day of school shall have the right to return to part-time positions, as well as full time positions in their "right to return" school up to one (1) day before the first teacher day in the same school year or during the spring assignment and transfer process in the following school year if the teacher's position is restored. The School District shall notify those on file who have filed such a "right to return" provided, however, that such individuals may be assigned to one (1) or more schools to keep that employee in full time status. An employee who has been involuntarily transferred may file a right-to-return to his/her former work location within one (1) year of the effective date of his/her new assignment. The right-to return transfer must be refiled each year in order to remain valid.
- (g) Elementary school support positions.
- (1) A teacher in an elementary school support position who wants to return to a grade assignment, and is so qualified, shall indicate this desire in writing to

the Principal by ~~March 15th~~ 31 for the following term. If there is a vacancy, and subject to the agreement of the Principal and teacher, reorganization for the following term will include said teacher as a classroom teacher. Reorganization for the following term must then include said teacher as a classroom teacher if there is a vacancy.

- (2) If no vacancy exists, the Principal may assign any of the three (3) least senior grade teachers to the specialist position.
- (h) Teachers appointed to Early Childhood Programs shall be eligible to apply for transfer to vacant positions in the public school program subject to transfer provisions and certification requirements. The same applies to public school teachers who wish to transfer to any of the Early Childhood Programs.
- (i) Transfers shall be permitted between elementary, middle and senior high schools. Transfers shall be based on provisions of this Article, seniority in accordance with the provisions of this Article.
- (j) Assignments and transfers of teachers will occur in the following order:
- (1) The Office of Talent Acquisition honors rights to return, rights to follow and retention requests;
- (2) The spring site selection process shall occur;
- (3) Within one (1) week of a school notifying the Office of Human Resources that it has selected a teacher to fill a site selected vacancy, the Office of Human Resources shall send electronic notice to the teacher.
- (4) At the end of the site selection process, all unfilled vacancies are identified and listed with all other vacancies;
- (5) Forced transfers and voluntary transfers are then merged according to the following process:
- (a) For teachers with more than five (5) years of the appropriate seniority:
- (i) Teachers who are being forced transferred shall receive preference on the basis of their system seniority;
- (ii) Teachers seeking voluntary transfers shall receive priority on the basis of their years of location seniority;
- (iii) The lists developed from paragraphs (i) and (ii) above shall be merged on the basis of the number of years of appropriate seniority credit given.
- (b) Teachers who are forced transferred with five (5) years or less of system seniority shall be ranked according to system seniority and shall receive preference over all voluntary transfers with five (5) years or less of building seniority.
- (c) Voluntary transfer requests for teachers with less than five (5) years of building seniority are considered;
- (6) Recalls from layoff;
- (7) Restorations to service;
- (8) Site selection may reopen for new hires after spring site selection closes and new hires assigned at this time will be on special assignment; and
- (9) ~~Voluntary transfer requests may be honored through August 31st and will be permanent. Rights to Return requests may be honored through one (1) day before the first teacher day 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.

Delete Art. XVIII Sec. C.3 as follows:

3. Involuntary Forced Transfers

~~This Section applies to teachers who have been forced transferred and remain unassigned at the end of the site selection process and following the process contained in Section C.2.j.4 positions that have been designated as seniority transfers.~~

- (a) ~~For teachers with more than five (5) years of the appropriate seniority:~~
- (1) ~~Teachers who are being involuntarily forced transferred shall receive preference on the basis of their system seniority;~~
- (2) ~~Teachers seeking voluntary transfers shall receive priority on the basis of their years of location seniority;~~
- (3) ~~The lists developed from paragraphs (1) and (2) above shall be merged on the basis of the number of years of appropriate seniority credit given.~~
- (b) ~~Teachers who are involuntarily forced transferred with five (5) years or less of system seniority shall be ranked according to system seniority and shall receive preference over all voluntary transfers with five (5) years or less of building seniority.~~
- (c) ~~An employee who has been involuntarily transferred may file a right-to-return to his/her former work location within one (1) year of the effective date of his/her new assignment. The right-to return transfer must be refiled each year in order to remain valid.~~

Modify Art. XVIII Sec. C.5 as follows:

5. Voluntary Transfers

- (a) An appointed teacher must have two (2) years of location seniority in order to voluntarily transfer to another school in the position classification or subject for which he/she is presently qualified and appointed.
- (b) ~~This Section applies to positions that have been designated as seniority transfers. Teachers seeking voluntary transfers shall receive priority on the basis of their years of location seniority.~~
- (c) A teacher who has been rated unsatisfactory in the current year shall be ineligible for a voluntary transfer or a right-to-return.
- (d) Applications for transfers on forms furnished by the School District shall be filed with the Office of Talent Acquisition between February 1 and May 1 preceding the school year in which the transfer is to take effect. When the last day of the filing period falls on a Saturday, Sunday or holiday, the deadline shall be extended to the next workday.

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

- (e) An employee requesting a voluntary transfer to a school may file a single application listing his/her preferences on the form provided by the School District. Only ten (10) schools may be listed in order of preference. ~~Voluntary transfer requests may include schools in which all or some vacancies are site selected and will be considered in accordance with seniority provisions if a vacancy is not otherwise filled through site selection.~~
- (f) All voluntary transfer requests shall be honored prior to one (1) day before the first teacher day September 1st to fill those vacancies created by administrative action by the School District.
- (g) A teacher must accept any transfer requested unless he/she notifies the Administration in writing of his/her desire to withdraw the request before the date on which the transfer is granted.
- (h) Upon request, the Federation shall be notified immediately of all authorized vacancies identified.
- (i) This Section applies to positions that have been designated as seniority transfers. Demonstration teachers may elect to file voluntary transfers and rights to return to non-demonstration positions within their previously appointed subject areas, subject to existing rules governing such transfers and rights to return. A demonstration teacher who transfers or returns to such a non-demonstration position shall revert from the demonstration teacher salary schedule to the regular teacher salary schedule.

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 satisfactory teaching experience.~~
 - ~~(4) An inexperienced teacher is an appointed teacher with five (5) or less years of satisfactory teaching experience.~~
 - ~~(5) An "Out of Experience Balance School" is a school in which less than seventy percent (70%) of the teachers in the building are experienced teachers.~~
 - ~~(6) An "Experience Balanced School" is a school in which seventy percent (70%) or more teachers in the building are experienced teachers.~~
 - ~~(7) A transition school is defined as a school where new grades are added for the first time, middle schools are converted to high schools, or smaller schools which are separated from large high schools.~~
 - ~~(8) Professional staff, as used in this Section, is as defined in 24 P.S. §11-1101 for "professional employe".~~
- ~~(b) Experience Balancing Procedures~~

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

 - ~~(1) The School District shall create a list of Out of Experience Balance Schools to use for all teacher assignments for the following school year based upon experience as of December 1st of each year.~~
 - ~~(2) Any teacher transferring to an Out of Experience Balance School shall retain his/her building seniority.~~
- ~~(c) Transfers and Assignments~~
 - ~~(1) For every two (2) vacancies in each school, one (1) shall be site selected and one (1) shall be filled through the existing seniority process. All vacancies will be designated by the School District.~~
 - ~~(2) In the 2009-2010 school year and 2011-2012 school year, if there is an odd number of vacancies in a school, the "odd" vacancy shall be filled through the traditional process.~~
 - ~~(3) In the 2010-2011 school year, if there is an odd number of vacancies in a school, the "odd" vacancy shall be filled through site selection.~~
 - ~~(4) On a school-by-school basis, one (1) vacancy report will be generated with specific positions designated as either "seniority based" or "site selected." The designation as either "seniority based" or "site selected" may not be changed except by agreement of the Parties, which shall not be unreasonably withheld.~~
 - ~~(5) Within two (2) weeks of a school notifying the Office of Talent Development that it has selected a teacher to fill a site selected vacancy, the Office of Talent Development shall send official notice to the teacher.~~

Modify Art. XVIII Sec. C.7 (D) as follows:

Transition School Right to Follow

- (1) When involuntary forced transfers of teachers are required because all or part of the student body is moving to a different school building, teachers in the sending school shall be offered the opportunity to transfer to the new location on the basis of school seniority only for the year in which the grade is added. Teachers so transferred shall maintain their current location seniority in the new building. Vacancies thereafter shall be filled according with the general procedures for filling vacancies.
- (2) Teachers who do not accept assignment, or for whom there are no vacant positions in the transition building, shall select a new assignment as a forced transfer in accordance with the general procedures for filling

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

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

- (d) A Staff Selection Committee convened by the School Council at each school (or in the absence of a School Council, by the Principal and Building Committee) will interview and select all teachers for assignment to the school to fill existing vacancies. In the case of new hires, such candidates shall have been deemed qualified by the Office of Talent Acquisition Human Resources.
 - (1) The Principal, in consultation with the Staff Selection Committee, shall establish appropriate, objective criteria and procedures to identify candidates for filling vacancies.
 - (2) The Staff Selection Committee will follow the established procedures to screen candidates. The Principal and the Staff Selection Committee will reach consensus on the most qualified candidate for each available position. In the event that the Committee fails to reach consensus, the Principal shall make the selection from among the three (3) most qualified applicants as ranked by the Committee.
- ~~(e) The Staff Selection Committee shall include one (1) parent and at least two (2) teachers. The school Principal shall serve on the Committee. A parent of a child in the school shall be selected by the Home & School Association School Council, or, in the absence of a Home & School Association School Council, by the Building Committee and the Principal. The teacher 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. The Staff Selection Committee shall be comprised of five (5) members in elementary and middle schools and six (6) members in high schools. The school Principal shall serve on the Committee. Three (3) members of each Staff Selection Committee shall be teachers selected by the School Council, or in the absence of a School Council, by the Building Committee and the Principal, from among teachers at the school. A parent of a child in the school shall be selected by the school's Home & School Association, or, in the absence of a school's Home & School Association by the Building Committee and the Principal who shall serve on the Staff Selection Committee. A parent selected by the Home & School Association shall also be a member of the Committee; and in the case of high schools, the school Principal shall select an Assistant Principal of the school or a student of the school to serve on the Staff Selection Committee.~~
- ~~(f) A teacher who has been rated unsatisfactory in the current year shall only be eligible to participate in site selection as a forced transfer.~~
- (h) All 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. Thereafter, vacancies shall be filled in accordance with the general procedures for filling vacancies.

Modify Art. XVIII Sec. D as follows:

- ~~10. The assignment of kindergarten teachers during the registration period shall not interfere with the schedule established by the school for the interviewing of parents and registering of kindergarten children.~~
11. Effective the 2018-19 school year, there shall be four (4) five (5) meeting free interview days and one (1) reorganization day for all kindergarten teachers prior to the first student day at the beginning of each school year. Also in the 2018-19 school year and 2019-2020 school year, kindergarten teachers may elect to work one (1) additional meeting free interview day to be scheduled prior to the first day of the teacher work year, subject to approval by his/her principal or designee, and for which they will receive their daily rate of pay.
- ~~12. In the case of kindergarten classes where a significant number of pupils are taking a second (2nd) year of kindergarten, the maximum of ten (10) sessions with no pupils in attendance shall be permitted for parent-teacher conferences during the first two (2) weeks of school. No more than five (5) morning sessions are to be used for this purpose.~~

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

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

Modify Art. XXIII as follows:

Working Conditions of Food Service Managers

- A. Assignment and Transfers of Food Service Managers Employed prior to February 25, 2016
 1. The classification series for food service managers shall be revised in accordance with the number of meals served.
 2. The classification of each school shall be reviewed in October of each year.
 3. In those schools where the net change in the total number of meals served indicates a change in classification, and such number of meals served is five percent (5%) or more above or below the limit for the classification, the food service manager shall be notified and the appropriate reclassification shall become effective no later than the first pay period of the succeeding month.
 4. In those schools where the net change in the total number of meals served indicates a change in classification but such number of meals is less than five percent (5%) above or below the limit for a classification, the manager shall be notified of such change, but the change will not be effective in the first year. Should the new volume continue into the second year, then the appropriate reclassification shall be effected following the provisions of paragraph 3, above.
 5. In the event the school is changed to a higher classification, the manager shall be retained in that school as a promotion with the salary of the new classification.
 6. In the event the school is changed to a lower classification, the manager shall be subject to the following provisions:

- (a) The manager may remain, by his/her own choice, in the present school at the lower salary classification, or
 - (b) The manager shall be reassigned, in seniority order, to a vacant school having the same salary classification as the original school prior to the change.
7. Should no vacancy exist in a school having the same salary classification, then the employee shall remain at the present school, red-circled at his/her current salary level, until such a vacancy exists. Such managers shall, in seniority order, be reassigned to the next vacancy at his/her original level.
 8. Should the manager refuse to accept such assignment, he/she shall then be reclassified and receive the salary of the lower level and remain at his/her present school. Such manager shall be placed at the top of the seniority list for the managers at that lower level classification.
 9. All vacancies in schools shall first be filled by managers who are red-circled as described above in paragraph 6.
 10. When further openings occur in schools, all food service managers shall be informed of such openings at their respective levels and be given an opportunity to select such a vacancy, or a position created as a result of transfer to such vacancy.
 11. Openings that remain at a higher classification than level I, shall be awarded to the manager who has the highest seniority computed from the date of his/her appointment to his/her present grade.
 12. Transfers and reassignments shall be made in ~~October~~ 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 to that in which he/she was reassigned, provided a request for such reassignment is made within one (1) year of the date he/she was reassigned.
 16. In the event of a reduction in force, including reductions caused by the discontinuance of a facility or its relocation, the employees shall be reassigned in accordance with the provisions of this Article.
 17. At least three (3) days before being laid off or force transferred an appointed employee shall be informed of all vacancies in any other work locations in his/her classification in the department in which he/she holds an appointment, for the purpose of giving him/her an opportunity, to be exercised within said three (3) days, to fill such vacancy. If he/she requests appointment to such vacancy, he/she shall be assigned thereto. In the event that vacancies in such classification exist in several work locations, he/she shall be assigned to the vacancy designated by him/her. In the event more than one (1) appointed employee in such classification is laid off or involuntarily transferred and there are insufficient vacancies for such assignments, then the laid off employees with the highest system seniority shall first be assigned to the vacancies involved.

B. Duties

1. Food service managers shall not be required to transport food in their personal vehicles.
2. Food service managers shall not be required to remove trash, mop floors, or lift or push heavy cartons.
3. The provisions of Article XII, Section M regarding acting pay do not apply to the relief manager.

C. Sections A and Section B shall apply to Food Service Managers I, II, III, and IV hired prior to February 25, 2016. These employees shall be grandfathered into their Food Service Manager I, II, III and IV positions and shall be eligible to bid for vacancies and for promotion based on the existing classification system in schools staffed with a Food Service Manager I, II, III, or IV in a full service cafeteria in the 2015-2016 school year. If there is a Food Service Manager vacancy in one of these schools and a Food Service Manager I, II, III, and IV does not fill the position, then the school shall be staffed pursuant to Section D.

D. Food Service Managers appointed after February 25, 2016

1. Effective February 25, 2016, the District shall establish a single Food Service Manager classification.
2. Effective February 25, 2016, if a full service school cafeteria exceeds a daily average meal or meal equivalent threshold of 1000, excluding a la carte, adult, and vending sales, the District will staff the cafeteria with a Food Service Manager. The District shall evaluate the 1000 meal threshold as additional school cafeterias are converted or added and may revise the threshold number in its discretion.
3. For converted and newly added full service cafeterias after February 25, 2016, the District shall not be required to staff a full service cafeteria with a Food Service Manager during the full service cafeteria's initial year.
4. Sections A12-A17 shall apply to Food Service Managers appointed after February 25, 2016.

E. Support Services, Facilities and Supplies

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 School 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 their "home schools" if no certified non-annuitant is assigned to the position.
- b. Annuitants who have signed up for Home School Preference may only be assigned to their home school pursuant to paragraph 1.a above if they are certified in the subject area in which the position exists.
- c. Annuitants assigned pursuant to this Side Letter may not attain long term status except in an emergency pursuant to paragraph 3 below.

2. Retired Teachers and Retired School Nurses/Practitioners

- a. Retired Teachers cannot attain long term teacher status except in an emergency pursuant to paragraph 3 below.
- b. Retired Teachers cannot be assigned to known vacancies if the vacancy is likely to exist for three (3) months or more except in an emergency pursuant to paragraph 3 below.

3. Cases of Emergency

- a. In cases of emergency, the District may apply to PSERS for permission to employ annuitants on an individual basis as set forth in the statute.

4. Retired Teachers shall be paid at the certified per diem teacher rate.

Food Services — Classification Formula Revision with deleted paragraph to cyberspace as follows:

This will confirm that upon review of the Classification Formula, it is agreed that credit should be given to the PFT Manager for performance requiring additional duties in: After School Programs and Saturday Programs. It is also agreed that the faculty meal equivalent will be revised to reflect actual sales.

Saturday Programs will be credited for actual meals served and will parallel the Classification Formula: one breakfast will be credited 1 meal equivalent and one lunch will be credited 1½ meal equivalent.

After School Programs will be credited at a rate of ½ meal equivalent for each after school meal served.

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

Agree to move the following to cyber space:

Food Services — Special Service Manager

This will confirm the elimination of the position of Special Service Manager and the reclassification of incumbent employees to Food Service Manager IV Category. This action will allow the Special Service manager incumbents to be added to the end of the Manager IV seniority list in their current Special Service Manager seniority order.

Agree to modify the following:

Food Services — Distance Education

Effective September 1, 2000, Food Service Managers will be afforded the opportunity to participate in the Distance Education Program currently offered by Penn State University. Managers will be selected by the Division of Food Services on the basis of seniority. There will be a minimum of three (3) managers per school year who shall be selected, however, no more than six (6) managers per year may be offered this opportunity.

Agree to delete the following side letter:

Incentive Schools

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

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

Workday (New):

Effective August 1, 2019, the workday for teachers shall be equal to the state wide average workday for teachers, as determined by the Pennsylvania Department of Education in accordance with the requirements of the Pennsylvania School Code.

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