

# SCRANTON FEDERATION OF TEACHERS



Professional Unit

Collective Bargaining Agreement

between the

SCRANTON SCHOOL DISTRICT

and the

SCRANTON FEDERATION OF TEACHERS

AFT, AFT-PA, AFL-CIO

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AGREEMENT made and entered into by and between the BOARD OF DIRECTORS OF THE SCHOOL DISTRICT OF THE CITY OF SCRANTON and the SCRANTON FEDERATION OF TEACHERS, LOCAL 1147, AMERICAN FEDERATION OF TEACHERS, AFL-CIO.

Nothing hereinafter shall deny to either party or any teacher his/her rights under the Public Employee Relations Act of 1970 or any related or applicable law.

## **PROLOGUE**

**WHEREAS** the Scranton School Board and the Scranton Federation of Teachers recognize that it is in the best interests of the School District, its Professional Employees, and the public, that all matters of contract and other dealings between them continue to be characterized by mutual responsibility and respect; and

**WHEREAS** to insure that this relationship continues and improves, the Scranton Board and the Federation and their representatives at all levels will apply the terms of this contract fairly in accord with its intent and meaning and consistent with the Federation's status as sole bargaining representative of all teachers in the unit; and

Finally, since the primary instrument in public education is teaching, the students are entitled both legally and morally to a total effort from the parties which, because of the professional nature of teaching, makes it difficult if not impossible to measure or standardize each and every requirement necessary in the fulfillment of the education of a child, the parties have specifically agreed on this prologue and that which follows:

## **PART A -- STRUCTURE OF THE AGREEMENT**

### **ARTICLE 1**

#### **RECOGNITION**

The Board of Directors of the School District of the City of Scranton (hereinafter referred to as the "Board") recognizes the Scranton Federation of Teachers, Local 1147, American Federation of Teachers, AFL-CIO ( hereinafter referred to as the "Federation") as the sole and exclusive bargaining representative for those employees within the unit certified by the Pennsylvania Labor Relations Board who are on the teachers' salary schedule including classroom teachers, department chairmen, special teachers, nurses, dental hygienists, guidance counselors, speech therapists, librarians, state certified home and school visitors, and permanent substitutes (all of whom are hereinafter referred to as

"teacher" or "teachers") but excluding per diem substitutes and employees on the salary schedule for management personnel.

**ARTICLE 2**  
**DEFINITIONS**

Where used herein:

- (a) "School " shall include any work location;
- (b) "Principal" shall include the administrator of any work location;
- (c) "Work location" shall be the place to which a teacher reports and/or from which a teacher is assigned his/her professional duty;
- (d) the singular shall include the plural.

**PART B --- ORGANIZATION RIGHTS AND DUTIES**

**ARTICLE 3**  
**BOARD AND FEDERATION CONSULTATION**

S1. The Board, Federation and their respective representatives shall take no action violative of or inconsistent with any provision of this Agreement or any policy or practice affecting working conditions of teachers existing on the date of the execution of this Agreement or renewals thereof without prior negotiation and agreement with the Federation.

S2. Any complaint arising hereunder shall be presented by only the Federation in accordance with Section 14 of the Grievance Procedure.

**ARTICLE 4**  
**ACCESSIBILITY OF BOARD RECORDS**

The Board shall make available to the Federation, upon its reasonable request to the Board Secretary, statistics and records which are relevant to negotiations or necessary for the proper enforcement of the terms of this Agreement, pursuant to applicable law.

**ARTICLE 5**  
**NOTIFICATION**

A copy of any notice, directive, bulletin, or Board resolution relating to any teacher, to teachers generally, or to any group of teachers, shall be sent directly to the Federation President at the Federation office.

**ARTICLE 6**  
**SCHOOL BUDGET**

The supply budget allocation for each school building shall be provided by the Building Principal to the SFT Building Representative, with bi-monthly updates of account balances, including the nature of the items purchased with the understanding the first reports following the adoption of the budget may be delayed.

**ARTICLE 7**  
**BOARD AGENDA**

A copy of the agenda of all meetings of the Scranton School Board shall be sent to the Federation President at the Federation office in advance.

**ARTICLE 8**  
**BOARD MEETING MINUTES**

A copy of all Board meeting minutes of the Scranton School Board shall be given to the Scranton Federation of Teachers Building Representatives to be posted on the SFT bulletin board(s). The SFT Building Representative shall be permitted to use District technology to reproduce one copy of Board meeting minutes for each SFT bulletin board in his/her building.

**ARTICLE 9**  
**MEETINGS WITH SUPERINTENDENT**

The Superintendent of Schools and representatives of the Federation shall meet and discuss matters of educational policy and development, matters of mutual concern, and matters relating to the implementation of this Agreement. Matters for an agenda for this meeting shall be exchanged by the Superintendent and Federation at least three (3) workdays before any such meeting.

**ARTICLE 10**  
**MEETINGS WITH THE BOARD**

Members of the Scranton School Board and representatives of the Federation shall meet and discuss matters of educational policy and development, matters of mutual concern, and matters relating to the implementation of this Agreement no more than four times per year at times mutually agreeable to coincide, approximately, with one meeting per each quarter of the school year. Matters for the agenda for these meetings shall be exchanged by the Board Secretary and the Federation Secretary at least two (2) weeks before any such meeting.

**ARTICLE 11**  
**FEDERATION BUILDING COMMITTEE**

The Principal of a school shall meet with the Federation Building Committee, not to exceed five (5) members of the school's staff, at its request and at a time mutually convenient to both parties to discuss school operations, professional matters and matters related to the implementation of this Agreement.

**ARTICLE 12**  
**SCHOOL VISITATION BY FEDERATION REPRESENTATIVES**

The Board shall permit representatives of the Federation, provided they are professional employees of this School District or a representative of the Federation accompanied by a professional employee of this School District to visit the schools to investigate working conditions, teacher complaints, or problems or for any other purpose related to the terms and conditions of this Agreement. Upon entering the building, the Federation representative shall make his/her presence and reason for visitation known to the Principal or his/her designee. No such visits shall interfere with the instructional program.

**ARTICLE 13**  
**BULLETIN BOARDS AND MAILBOXES**

S1. The Federation shall be provided a bulletin board(s), which shall be no larger than 2' x 3' in each school, in a place(s) readily accessible to and normally frequented by teachers for the posting of notices and other materials relating to Federation activities. The Federation Building Representative or his/her designee shall have the responsibility for cost and posting materials on the bulletin board(s).

S2. The Federation may place material in the mailboxes of teachers and other professional employees. Placement will be made by the Federation Building Representative or his/her designee.

S3. The provisions of this Article shall apply exclusively to the Federation, and such rights shall not be granted to any other teacher labor organization.

**ARTICLE 14**  
**ORGANIZATIONAL LEAVES OF ABSENCE**

S1. A maximum of three (3) teachers who are elected or appointed to full time positions with the Federation, AFT Pennsylvania, the American Federation of Teachers, or any state or national organization with which it is affiliated will, upon proper application, be granted a one year status as "Teachers on Special Assignment" for the purpose of accepting these positions. Such "Teacher on Special Assignment" leaves will be renewed from year to year upon request by the Federation.

S2. "Teacher on Special Assignment" leaves shall be without cost to the school district, but preservative of seniority, tenure, placement on the proper salary step based on actual years of service with those years of "Teacher on Special Assignment" counted and any other benefits available to the full professional staff existing at the time said leave is granted and provided the cost of all such benefits provided to the "Teacher on Special Assignment" shall be at his/her expense.

S3. Officers and official representatives of the Federation shall be granted a collective total of forty (40) days of paid leave in each school year in order that its representatives may fulfill the obligation of attendance at local, state, and national meetings.

**ARTICLE 15**  
**FEDERATION MEETING IN SCHOOLS**

S1. The Federation shall have the right to schedule meetings in the schools before or after regular duty hours or during the lunch time of the teachers involved. Such requests shall not be unreasonably denied.

S2. The provisions of this Article shall apply exclusively to the Federation, and such rights shall not be granted to any other teacher labor organization.

**ARTICLE 16**  
**ORIENTATION AND SCHOOL MEETINGS**

S1. In the event the District schedules orientation programs for newly hired teachers, the Federation shall be allotted thirty (30) minutes to explain the services available through the Federation. The Federation shall notify the Superintendent, in advance, of its intention to speak at the orientation program.

S2. The Federation shall be allotted fifteen (15) minutes on the agenda of the first general meeting of all teachers on the opening day of school.

S3. The provisions of this Article shall apply exclusively to the Federation, and such rights shall not be granted to any other teacher labor organization.

**ARTICLE 17**  
**DUES DEDUCTION/FAIR SHARE DEDUCTIONS**

S1. The Board will deduct from the pay of each employee from whom it receives an authorization to do so the required amount of fees for the payment of annual Federation dues in twenty-six (26) equal installments. The fees and a list of the employees from whom the fees have been deducted and the amount deducted from each shall be forwarded to the Federation treasurer no later than thirty (30) days after such deductions were made. All such dues deduction authorizations shall be irrevocable for the term of the Agreement and thereafter unless the individual member shall submit in writing a revocation of said authorization by certified mail to the Federation's office and to the District Board Secretary beginning thirty (30) days prior to the expiration of the collective bargaining agreement and ending no less than fifteen (15) days prior to the expiration of this Agreement or succeeding agreements, in conformity with the Public Employee Relations Act.

S2. The Board will deduct from the pay of each non-member of the Scranton Federation of Teachers in the bargaining unit covered by this Agreement a "fair share fee" in the maximum amount permitted by law in twenty-six (26) or fewer equal installments. The "fair share fees" and a list of the employees from whom the fees have been deducted and the amounts deducted from each shall be

forwarded to the Federation Treasurer no later than thirty (30) days after such deductions were made.

S3. The Board shall work with the Federation in the identification of all employees in this bargaining unit whose SFT membership dues are not being made by payroll deduction.

S4. The Federation will notify the board of the names of those SFT bargaining unit employees from whose pay "fair share" deductions are to be made and the amounts to be deducted. Upon receipt of this information, the District shall, beginning with the following pay period, deduct "fair share fees" and remit same to the Federation as provided in Section 2, provided that the information is submitted to the District in a timely fashion.

S5. Any bargaining unit member wishing to discontinue Federation membership shall comply with the provision of Section 1 of this Article. Thereupon the Board shall automatically begin payroll deduction of "fair share fees" for such employee.

S6. The provisions of this Article shall apply exclusively to the Federation, and such rights shall not be granted to any other teacher labor organization.

S7. The Federation agrees to defend, indemnify, and hold harmless the Board, District, and any of its agents, in connection with any costs or litigation arising out of any deductions made pursuant to this Section.

**ARTICLE 18**  
**SFT COPE DEDUCTION**

S1. Effective January 1, 1986, the Board shall provide payroll deduction for voluntary contributions to the Scranton Federation of Teachers Committee on Political Education (SFT/COPE) as follows:

- (a) The Federation shall submit to the Business Manager's office voluntary, signed SFT/COPE payroll deduction authorization cards.

- (b) The voluntary signed SFT/COPE payroll deduction authorization cards shall specify the amount to be deducted from the pay of the bargaining unit members.
- (c) Revocation of an authorization will not be effective during the school year (September through June). Any such revocation must be submitted in writing by the Federation member to the Business Manager of the District and to the Treasurer of the Scranton Federation of Teachers and shall become effective with the start of the next school year.

S2. The voluntary deductions and a list of the employees from whom these SFT/COPE deductions have been made shall be forwarded to the Federation Treasurer on a monthly basis no later than thirty (30) days after such deductions were made.

S3. The provisions of this Article shall apply exclusively to the Federation, and such right shall not be granted to any other teacher labor organization.

## **PART C --- PERSONNEL PROCEDURES**

### **ARTICLE 19**

#### **GRIEVANCE PROCEDURE**

S1. A grievance is a complaint involving the work situation, or a complaint alleging that there has been a violation, misinterpretation, misapplication inequitable or otherwise improper application of any provision of this Agreement or any practice or policy covered by this Agreement. All grievances hereunder must be filed within (15) workdays after the complainant knew or should have known of the act or condition upon which the grievance is based. A workday is defined as any day the Scranton schools are regularly open for business.

S2. A sincere attempt should be made to resolve any complaint by oral interview between the complainant or the Federation Building Representative or both and the Principal before differences become formalized as grievances.

### Step One: Principal's Level

S3. The complainant, through the Federation Building Representative, may present a grievance in writing to the Principal.

S4. Upon receipt of a grievance in writing, the Principal shall meet and confer within three (3) workdays with the complainant and the Federation Building Representative. At this conference the facts shall be brought out and an effort made to adjust the matter to the satisfaction of all concerned.

S5. The Principal shall make a decision and communicate it in writing to the complainant and the Federation Building Representative within three (3) workdays after completion of the conference.

### Step Two: Superintendent's Level

S6. The complainant, through the Federation President or his/her designee, may appeal in writing from the decision of the Principal to the Superintendent or his/her designee.

S7. The Superintendent or his/her designee shall meet and confer with the Principal, the complainant, the Federation Building Representative and the Federation president or his/her designee within five (5) workdays after receipt of the appeal. An effort shall be made to adjust the matter to the satisfaction of all concerned.

S8. The Superintendent or his/her designee shall make a decision and communicate it in writing to the complainant, the Federation Building Representative, the Federation president or his/her designee and the Principal within five (5) workdays after the completing of the conference.

### Step Three: School Board Level

S9. Anytime after the Superintendent's level either party may invoke the services of the Pennsylvania Bureau of Mediation to attempt to adjust the grievance to the mutual satisfaction of the District and the Federation. The cost of the mediator, if any, shall be equally shared.

S10. The complainant, through the Federation, may within fifteen (15) workdays after receipt of the Superintendent's decision appeal in writing, delivered to the District Secretary, from the decision of the Superintendent to the Board of School Directors.

S11. The Board of School Directors or its authorized committee shall meet and confer with all parties including the complainant, the Federation Building Representative, the Federation President or his/her designee and such Federation staff representatives or counsel as the Federation desires on the day of the next regularly scheduled work session of the Board provided that meeting is at least five (5) workdays after the filing of the appeal. Otherwise, the conference shall be held on the day of the next regularly scheduled meeting of the Board.

S12. The Board shall make a decision immediately following the conference and communicate it in writing to the complainant, the Federation Building Representative, the Federation President or his/her designee, the Superintendent and the Principal within five (5) workdays following its meeting.

### Step 4: Arbitration Level

S13. Within fifteen (15) workdays after receipt of the decision, the Federation only may appeal from the decision of the Board to the American Arbitration Association for arbitration under its rules. The decision shall be final and binding on the parties. The cost of the arbitrator shall be shared equally by the parties.

S14. A grievance based on the action of authority higher than the Principal shall be initiated at that step of this grievance procedure. The general procedures relating to that step shall apply to the presentation and adjustment of the grievance, including the right of appeal.

S15. The Federation may initiate or appeal a grievance at any step of this procedure.

S16. Failure to communicate a decision at any step of this procedure within the specified time limit shall permit it to be advanced to the next higher step. Additional time at a specific step of this procedure may be granted by mutual agreement between the parties.

S17. Conferences and hearings held under this grievance procedure shall be scheduled at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend, including witnesses.

S18. If any employee or the Federation files an action or appeal in court or with an administrative agency, the individual or the Federation so filing shall be deemed to have elected a remedy concerning that dispute. Where an employee or the Federation has elected such a legal remedy they may not also process a grievance concerning the same dispute, or participate in any similar grievance being processed on behalf of other employees.

## **ARTICLE 20**

### **POSTING AND ROTATION**

S1. Openings for all positions, promotions, extracurricular activities, and newly created jobs including those funded in whole or in part by or from sources other than the School District of Scranton, proctoring of examinations i.e., College Boards, Civil Service, State Police, etc., shall be posted in places accessible to and normally frequented by all teachers at least fifteen (15) days before the position is to be filled. The postings shall include the duties and location of the position, the qualifications required of applicants, the salary to be paid, and specific instructions for making application.

S2. With the exception of promotional positions, the vacancies, where qualifications are equal, shall be filled from among the qualified applicants in the order of their length of service in the Scranton Public Schools, and no vacancy shall be filled by a person not in the bargaining unit if there is a qualified applicant from within the bargaining unit, with the exception of coaches as selected by the "Coaches Panel."

S3. In the case of proctoring vacancies, rotation shall be applied to length of service, i.e., a teacher appointed to such a vacancy according to length of service shall then drop to the bottom of the list and not be appointed again until all qualified applicants have received such an appointment.

S4. All questions of qualification shall be finally resolved by the Board of Directors upon the advice of the Superintendent of Schools; Rules of Procedure to be from time to time promulgated. At no time shall the position of any person on any list require appointment or selection where the Board of Directors shall determine, after appropriate hearing, qualifications to be lacking.

S5. For those positions listed on the "Coaching Salary Schedules" contained in Schedule B (1) of this Agreement, the following procedures shall apply for the purpose of selecting athletic coaches:

- (a) The "Coaches Panel" is hereby established consisting of the following five (5) members:
  - Scranton School Board chairperson of the Athletic and Stadium Committee
  - Athletic Director of the school at which the vacancy is to be filled
  - Principal of the School at which the vacancy is to be filled
  - Two (2) teachers to be named on an ad hoc basis by SFT unless either has a conflict of interest as identified by the Superintendent.
- (b) From among the applicants for the position, the Coaches Panel will recommend names in rank order for appointment by the Scranton School Board.
- (c) The procedures by which candidates for coaching positions will be ranked for appointment will be those listed in Exhibit D.
- (d) In the case of assistant coaches, the Panel shall also consider the recommendations of the head coach of the affected sport.

(e) The Board of School Directors shall appoint coaches in the rank order determined by the Coaches Panel.

**ARTICLE 21**  
**PERSONNEL FILE PROCEDURES**

S1. Each teacher shall have the right, upon reasonable request, to review and make copies of the contents of his/her own personnel files maintained at the teacher's school or at the Administration Building. Privileged information such as confidential credentials and related personal references normally sought at the time of employment are exempted from such review.

S2. No material derogatory to a teacher's conduct, service, character, or personality shall be placed in the files unless it is signed by a person competent to know the facts or make the judgment and unless the teacher has had an opportunity to read the material. The teacher shall acknowledge that he/she has read the material by affixing his/her signature on the material to be filed, with the understanding that such signature merely signifies that he/she read the material and does not indicate agreement with its content.

Material not brought to the teacher's attention within five (5) school days after its receipt by the Principal or other administrator shall not be placed in the file. Any anonymous material placed in a teacher's file prior to the execution of this Agreement shall at such teacher's request be removed there from, and, in any event, shall be given no weight or consideration for any purpose whatever.

S3. The teacher shall have the right to answer any material filed and his/her answer shall be attached to the file material.

S4. Only those personnel who have an official right and reason for doing so may inspect a teacher's file.

S5. A teacher may request removal of material from his/her file when he/she has proved such material to be untrue or unjust and have recourse to the grievance procedure should a question arise as to the validity of the proof offered by the teacher.

S6 Administrators shall be encouraged to place in the teacher's file information of a positive nature indicating special competencies, achievements, performances or contributions of an academic, professional or civic nature. Any such materials received from outside, competent, responsible sources shall also be included in the teacher's files.

S7. Wherever required, a teacher who refuses to affix his signature within a reasonable time upon written notification of same shall be deemed to have so signed.

**ARTICLE 22**  
**NONDISCRIMINATION**

The Board and the Federation agree that neither shall discriminate on the basis of sex, race, color, religion, creed, national origin, age marital status, handicaps, or disabilities.

**ARTICLE 23**  
**TEACHER EVALUATION**

S1. All evaluations of teachers, excepting for those ratings provided and mandated by law, shall be on the basis of a written appraisal commentary. All such evaluations by the Principal are to be included on the visitation performance appraisal form or any agenda or amendments thereto.

S2. A copy of this evaluation by the Principal and the Principal's comments shall be given to each teacher in time to give the teacher adequate opportunity to decide whether he/she desires to confer with the Principal concerning the evaluation, this conference shall occur within ten (10) days after the teacher is furnished a copy of his/her evaluation. If the teacher makes a conference request, the Principal shall consult with the teacher about his/her evaluation before it is placed in the official file.

S3. A copy of his/her evaluation, as intended to be placed in the official file, shall be given to each teacher. Within ten (10) days after the teacher's receipt of such copy, he/she may do as follows: the teacher may furnish to the Principal his/her written self-evaluation and supporting facts, in duplicate, concerning his evaluation and one (1) copy of such evaluation shall also be placed in the official file, together with the Principal's response, if any, a copy of which shall also be promptly given to the teacher. If this procedure is used by the teacher, the self-evaluation by the teacher and written response by a Principal shall be made on the said visitation performance appraisal form or an addendum thereto.

S4. The performance of teachers in the classroom may be observed at any time for rating purposes, with the exception of the first two (2) weeks of the school year or last two (2) weeks of the school year, shall not be the only consideration included in the teacher's rating.

## **ARTICLE 24**

### **COACHING EVALUATION**

S1. A copy of all written evaluations of a coach shall be promptly given to the coach, who shall determine whether he/she desires a conference concerning the evaluation. The conference, if desired, shall occur within ten (10) days following the coach's receipt of the evaluation. Where requested, the conference shall take place prior to placement of the evaluation in the official file.

S2. Within ten (10) days after receipt of the written evaluation the coach may provide the evaluator with a written self-evaluation and supporting facts, and such evaluation shall also be placed in the official file.

**ARTICLE 25**  
**TEACHER JOB SECURITY**

S1. Whenever a professional employee's total length of continuous service, as defined in the Public School Code of 1949, as amended, is to be suspended pursuant to s1124 of the Code, such suspensions shall be in inverse order of seniority among the teachers within an area of certification so that the teacher with the least seniority shall be suspended first. Whenever a temporary professional employee with a satisfactory rating is laid off, such layoffs shall be in inverse order of seniority among the teachers within an area of certification. Temporary professional employees within an area of certification shall be laid off prior to suspension of any professional employee.

S2. Seniority is defined as an employee's total length of continuous service as a professional employee or a temporary professional employee with the Scranton School District. Any professional or temporary professional employee who is on a paid leave of absence which is approved by the Board of Directors shall have no break in service for the period of such approved leave. Seniority shall also continue to accrue during the period of any suspension or layoff. Seniority shall be retained but shall not accrue during the period of any approved unpaid leave of absence except military or teacher exchange during which seniority shall accrue as provided by the School Code.

S3. Reinstatement from suspension or layoff shall be in inverse order of suspension or layoff. A suspended employee enrolled in a college program during a period of suspension and who is recalled shall be given the option of delaying his/her return to service until the end of the current semester.

S4. Suspended employees who obtain additional certification during the period of their suspension shall also be eligible for reinstatement in the new area of their certification in accordance with their seniority.

S5. To be considered available for reinstatement, a suspended professional employee, or a temporary professional employee on layoff must annually report

to the District his/her current address and intention to accept the same or similar position when offered.

S6. If two or more professional employees or temporary professional employees have the same length of service as a professional or temporary employee, the employee with the lowest numerical ranking on the teacher eligibility list shall be deemed to have greater seniority. If their employment has been approved by the Board on the same date and their names were not drawn from the teacher eligibility list then they shall draw lots to determine who shall have the greater seniority. Such determination shall be made at the time of appointment or promptly thereafter.

S7. No new appointment shall be made while there is a suspended employee available who is properly certificated to fill such a vacancy.

S8. Where temporary vacancies exist in the District as a result of an approved leave of absence granted to a professional or temporary professional employee, the District shall offer to suspended or laid off employees who are properly certified the opportunity to fill such vacancies as long term substitutes prior to seeking outside candidates for such substitute service. During such substitute service, suspended or laid off employees shall be paid at their regular rate of pay and receive all benefits provided by this Agreement. However, such employees shall continue to accumulate seniority during such period of substitute service, as they shall continue to be on suspension or layoff status from their permanent status, pending reinstatement.

S9. It is the intent of the Board and the Federation that this Article shall take precedence over s1125.1 of the School Code and shall govern the calculation and application of seniority for the purpose of suspension or layoff so long as that is legally permissible. In the event it becomes legally impermissible to effect or implement the provisions of this Article, it is the intention of the parties that their rights and obligations with respect to suspensions or layoffs be governed by the applicable provisions of law.

S10. A teacher suspended or laid off may elect to continue participation in the District's life insurance or medical insurance or dental insurance or all of these

coverages by paying the full costs of same each month to the District, subject to the consent of the carrier.

S11. Whenever a professional employee is appointed as a Special Teacher pursuant to s 1107 of the School Code, such appointee shall serve only for the term set forth in the resolution of the appointment. Special Teachers shall be considered “teachers” as defined by this agreement in all other respects.

(a) When any Special Teacher position extends beyond one calendar year in succession, then that appointee shall no longer be considered a Special Teacher but shall be considered as any other teacher with all the rights and privileges of the same.

(b) When the District and the Federation mutually agree that the Special Teacher position should be extended beyond the one calendar year for educational purposes then the appointee shall be allowed to complete that current school year without regard to *section s11, subsection a* of this Article.

## **ARTICLE 26**

### **LEAVES OF ABSENCE PROVISIONS**

S1. Request for leave of absence shall be submitted in writing to the Superintendent of Schools or his designee as soon as possible prior to the effective date of the leave. The following leaves may be granted: child rearing, exchange teacher, fellowship, internships, and scholarships.

S2. All leaves hereunder, if granted, shall conform to terms and conditions, as follows:

- (a) All leaves shall be without pay and without sick leave accumulation and/or any other employment-related benefits unless otherwise specified.
- (b) Teachers returning from leave shall be placed on their proper salary step based on their actual credited years of service exclusive of the time on leave.
- (c) A teacher granted leave to serve as an exchange teacher shall earn his/her annual increment for the period of his/her leave and shall return at

the salary step he would have attained had he been in service in the District.

S3. An employee expecting to become the natural or adoptive parent of a child and who qualifies as set forth below is eligible for child rearing leave of absence.

- (a) The date of beginning and of termination of this leave shall be at the election of the employee. Generally, it shall not exceed one (1) year but shall be renewable for an additional year. The employee shall provide the Superintendent with as much notice of the beginning and ending of such leave as can reasonably be expected so that there is a minimum of detriment to the education of children and a consideration of fairness to substitute employees and the administrators.
- (b) An employee having completed one (1) year of service or less shall be limited to a one (1) year leave with no renewal.
- (c) No salary shall be paid said employee, nor shall seniority or pension rights accrue during the period of leave. While on child rearing leave as herein defined, the employee is entitled to sick leave for disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from.
- (d) Upon application by the employee on such leave to return to employment following such reasonable child rearing leave, the District shall offer him/her the job he/she held before going on leave or a substantially equivalent position. To the extent applicable, this regulation shall be administered in a reasonably consistent way with other leaves of absences.
- (e) The School Board may require that requests for sick leave while on child rearing leave and for return to employment from the child rearing leave be supported by a physician's statement.
- (f) Back-to-back or consecutive child rearing leaves shall not be granted. Employees must return to work for at least one (1) year before seeking another child rearing leave.

S4. A teacher who does not qualify for any other type of leave may be granted a leave of absence for special reasons acceptable to the Board and upon the recommendation of the Superintendent of Schools.

S5. Where a leave is granted for teaching or related service elsewhere, a teacher's rights of employment and the right to accrue an appropriate increment step or steps shall not be interrupted because of such service. It is intended that the leaves granted hereunder be in the nature of military leave as allowed under the Public School Code of 1949.

## **ARTICLE 27**

### **STATEMENT OF ACCUMULATED LEAVE/SALARY STEP**

By October tenth of each year every bargaining unit employee shall be given a statement of his/her accumulated sick leave, personal leave, and annual salary – including salary step and degree status.

## **ARTICLE 28**

### **BEREAVEMENT LEAVE**

S1. Professional employees are granted a leave of absence with pay for a period of up to five (5) calendar days whenever there is a death in the immediate family.

Where the fifth day is the day of the funeral, this funeral leave will be extended to include the next workday following the funeral.

S2. "Immediate Family" is defined by the School Code as father, mother, brother, sister, son, daughter, spouse, parent in-law, or near relative who resides in the same household, or any person with whom the employee has made his/her home.

S3. Professional employees are granted a leave of absence with pay for one (1) day on the day of the funeral when there is a death of a near relative.

S4. "Near Relative" is defined by the School Code as first cousin, grandparent, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.

**ARTICLE 29**  
**SICK LEAVE ADVANCEMENT AND CATASTROPHIC ILLNESS**

**Section A**  
**SICK LEAVE ADVANCEMENT**

S1. Bargaining unit employees will have sick leave advanced, upon request, under these provisions:

- (a) To be eligible for advancement of sick leave days, the member must have first exhausted all accumulated sick leave days based upon the number of sick leave days.
- (b) Waiting period. The member shall become eligible for the advancement of sick leave days based upon the number of sick leave days accumulated by the individual as of the conclusion of the school year preceding the request for advancement of sick leave days. The waiting period is as follows. Days are defined as work days.

<u>Accumulated Sick Leave Days</u>	<u>Waiting Period</u>
Up to 15 days	5 work days
More than 15 days	3 work days
More than 30 days	1 work day
More than 49 days	0 work days

- (c) Where the requesting member is hospitalized (not on an out-patient basis) continuously for a period of three (3) or more days, the waiting period above described shall be waived.
- (d) Request for advancement of sick leave days shall normally be for up to a maximum of ten (10) per individual request, except where a larger number is clearly indicated.
- (e) If need exists for leave beyond the number of days granted above, additional requests for sick leave days advancement may be made and same procedures previously described will be followed until a maximum of 30 days has been advanced by the Board.

- (f) Members having sick leave advanced will be required to pay back sick leave days used of not less than three (3) days per year in each year following their advancement.
- (g) Members owing for sick leave advanced and terminating employment in the Scranton School District will repay the School District in the amount owed.

**Section B**  
**SICK LEAVE FOR CATASTROPHIC ILLNESS**

The Scranton School District and the Scranton Federation of Teachers recognize that fellow employees may be stricken with catastrophic illnesses that may exhaust their accrued sick time. Accordingly, the following allows for the donating of sick days between and among employees of the Scranton School District.

S1. Upon request bargaining unit employees, both professional and paraprofessional shall be able to use sick days donated to them from any other district employee(s) subject to the following conditions:

- a) The donating employee must relinquish any and all claims to donated sick days.
- b) In order to be eligible to use donated sick days the receiving employee must first exhaust the provisions of Section A of this article.
- c) After exhausting all borrowed days as described in Section A of this article, the receiving employee may receive by donation from other District employees a maximum of 65 sick days. These days may be paid on a full-day basis (one sick day equals one full day of pay) or half-day basis (one sick day equal two days at half pay) as elected by the employee.

S2. Personal Days accrued by bargaining unit members may be used for "Section A" waiting time or changed to sick days and added to the accrued sick day total to fulfill wait time requirements.

S3. Should the illness continue beyond the one school year and into the next, any unused days will be carried over to the next year. After all carried days are exhausted the receiving employee may borrow in 10-day increments another 30 sick days with waiting periods waived. He/she shall be eligible to have 65 sick days as donated by other employees. These days may be paid on a full-day basis (one sick day equals one full day of pay) or half-day basis (one sick day equal two days at half pay) as elected by the employee.

S4. Should the employee return to work with days remaining he/she may keep a maximum of 10 days.

S5. Any carry over beyond 10 days may be deducted from days owed from borrowing or put in a "bank" for other employees on a matching basis.

S6. Should the employee terminate his/her employment with the District for any reason, then other employees may donate sick days necessary for repayment of time owed by the individual employee or his/her estate.

**ARTICLE 30**  
**FAMILY/MEDICAL LEAVE (FML)**

S1. Upon application, permanent employees having at least one year of service in the Scranton School District shall be entitled to a total of twelve (12) workweeks of unpaid FML leave during any school year for reasons of:

- (a) Taking care of the employee's spouse, child, or parent who have serious health conditions(s); or
- (b) Taking care of the employee's child after birth or placement for adoption, or foster care; or
- (c) A serious condition that makes the employee unable to perform the functions of his/her position.

S2. A year for Family/Medical Leave (FML) purposes shall be deemed to begin September 1, and end August 31.

S3. Family/Medical Leave may be taken for childbirth, adoption, or placement of a foster child within one (1) year of the date of the birth or the placement of the child. When such leave begins, it will run twelve (12) consecutive weeks to include unassigned days, but excluding legal holidays.

S4. If an employee's Family or Medical Leave is foreseeable (e.g., childbirth, adoption, placement in foster care, or planned medical treatment), the employee will present thirty (30) days advance notice. In the event the need for leave is not foreseeable, the employee will provide such notice as soon as possible.

S5. Leave may be taken intermittently or on a reduced leave schedule when medically necessary for the requesting employee or for the care or comfort of a

spouse, parent, or child with serious health conditions under the below stated conditions:

- (a) If an employee requests an intermittent leave schedule or a reduced leave schedule that is twenty percent (20%) or less of the workdays during the period of the leave, said leave shall not unreasonably be withheld.
- (b) If the requested intermittent or reduced leave schedule is more than twenty percent (20%) of the total number of workdays over the entire period of the leave, the District may:
  - 1) accede to that request; or
  - 2) require the employee to take leave for the entire period of the planned treatment; or
  - 3) require the employee to transfer temporarily to an available alternative position for which the employee is qualified, has equivalent pay, benefits and working conditions, and better serves the District's work needs.
- c) If an employee elects to take leave for the entire period of planned treatment in #2 above, the entire period of leave will count as Family/Medical Act leave. E.g., If an employee who normally works five days a week needs to take two days of leave each week, the rules as stated in (b) above apply.

S6. For serious health conditions medical certification by a health care provider must accompany each request for Family/Medical Leave. Said certification must be on U.S. Department of Labor form No. 14 (WH-380 FMLA HEALTH CARE PROVIDER CERTIFICATION), available in the District's Personnel Office. Requests for leave other than serious health conditions must be made on a form available in the School District Personnel Office.

S7. Return-to-Work Rules for Instructional Employees on FML at the end of an Academic Term are as follows:

- (a) If an instructional employee begins a leave period more than five (5) weeks before the end of a semester, and the leave will last at least three (3) weeks, and the employee would return to work during the last three (3) weeks of the semester, the District

may require the employee to continue taking leave until the end of the summer.

- (b) If an instructional employee starts a leave period for other than his or her own serious health condition within five weeks of the end of the school term, and the leave will last more than two weeks, and the employee would return to work within two weeks before the end of the academic term, the District may require the employee to continue taking leave until the end of the term.
- (c) If an employee commences leave for other than his or her own serious health condition, within three weeks before the end of the school term, and the leave will last more than five working days, the District may require the employee to continue taking leave until the end of the term.

S8. Where both spouses are employed by the District, the cumulative amount of leave may be limited to a twelve (12) week maximum that both spouses can take for three FML-approved reasons:

- (a) childbirth,
- (b) adoption of a child, and
- (c) to care for a sick parent.

If the requested leave is for another approved condition (e.g., the husband's or wife's own serious health condition), the cumulative health limitation does not apply. Also, if the couple's child is diagnosed with a serious health condition, each parent may take twelve weeks of leave to care for the child.

S9. For the duration of the Family/Medical Leave, the District will maintain the employee's coverage under the District's Group Health Plan. Upon return from Family/Medical Leave, the employee will be restored to the same or virtually identical position the employee held prior to the leave in terms of pay, benefits, and working conditions, including perquisites, status, and accrued seniority. No seniority, however, will accrue while an employee is on Family/Medical Leave.

S10. Except for reasons of continuing health conditions and/or other circumstances beyond the employee's control, the District may recover the premium that the District paid for maintaining coverage under the District's Group Health Insurance Plan during any period of the Family/Medical Leave Act should

the employee fail to return to work upon expiration of the Family and Medical Leave.

**ARTICLE 31**  
**TRANSFER POLICY**

S1. Written application for transfer by a teacher shall be formally acknowledged.

S2. Any regularly appointed teacher hired after October 2, 1999, who has taught within his/her area of certification and appointment for a minimum of three (3) years in the Scranton School District and is qualified shall be eligible for transfer:

a) In certain circumstances where a change of assignment is indicated, said change may only take place by mutual agreement of the teacher, the Scranton School District, and the Scranton Federation of Teachers.

b) Should the District unilaterally invoke a change and that change when brought to the attention of the District is not corrected by the start of the next quarter, then all employees shall be released from the three (3) year minimum.

S3. Teachers may submit a prospective request for transfer as follows:

a) Teachers shall apply annually on a form made available by the administration, in the schools and in the office of the Manager of Personnel Services. The completed form must be returned to the Office of the Manager of Personnel Services.

b) All applications for transfer, prospective or otherwise, shall be void on October 1<sup>st</sup> of each year. At that time they must be filed anew.

c) All applications may be revised.

d) Applications for prospective transfer are contingent on the position opening.

e) Prospective requests for change of assignment shall be made, unconditionally, from the rank order on the request for change of assignment form.

f) Once honored all requests are binding without prior notice.

S4. The Manager of Personnel Services shall annually make available a list of all known vacancies that shall be posted in time for proper application for transfer.

S5. Any regularly appointed teacher who is eligible for transfer and has followed the prescribed procedures shall not be arbitrarily or capriciously denied such

request in favor of a newly appointed teacher or substitute teacher in cases of existing vacancies.

S6. In the case of coincidental requests for transfer, the regularly appointed teacher with the longest service in the Scranton School District shall be given the preference.

S7. Where transfer arises due to grade level reorganization requiring some of the student body being assigned to different schools, teachers in the sending school(s) in the order of seniority and certification shall be offered the first opportunity to transfer to the receiving school(s).

S8. Transfers of such teachers from the affected schools under the above circumstances shall be made on the basis of District seniority as applied to the respective school staff.

S9. Transfers as provided in this Article shall be implemented as follows:

- (a) For vacancies developing on or before October 1<sup>st</sup> of the current school year, the transfer shall take place immediately.
- (b) For vacancies developing after October 1<sup>st</sup> of the current school year but prior to the start of the second semester of the current school year, the transfer shall take place effective with the first school day of the second semester.
- (c) For vacancies developing after the first school day of the second semester of the current school year, the transfer shall take place effective with the first day of the following school year.

S10. Where the transfer as described in section 9 above would require the regular appointment of a teacher in an area of certification different from that required for the transfer, then the transfer shall be effective as soon as the replacement with the proper certification is available, but no later than the time frames specified in section 9 above.

S11. Should the Board, the Administration, or any of its agents or representatives implement any transfer for any reason in violation of Section 9 or 10 listed above,

then all requests for transfers shall be implemented as of the date the vacancy develops irrespective of any of the other provisions of this Article.

## **ARTICLE 32**

### **TRANSFERS-REDUCTION IN POSITIONS**

S1. Effective September 1, 1979 and thereafter, the provisions of this Article shall govern where teachers are surplus or transferred out of a building due to a reduction in positions in that building, and where the provisions of Article 31 do not apply.

S2. Except as otherwise provided in this Article, within an area of certification, building seniority will be the prevailing seniority factor in determining which teachers shall have preference in remaining at a school where a loss of positions is occurring.

S3. Building seniority, for the purpose of this Article only, shall be defined as the length of continuous service within a building of current assignment, or as one-half (1/2) of District seniority, whichever is greater. In the event of a tie, District seniority shall prevail.

S4. Where necessary, teachers shall be surplus or transferred out of a building within an area of certification in the inverse order of building seniority, except as provided in Section 5 of this Article.

S5. The provisions of Section 4, above, shall not apply in the following circumstances:

- (a) Where all transfers can be accomplished by voluntary transfers.
- (b) By mutual agreement of all directly affected individuals.
- (c) Where an individual is involved in a co-curricular activity which is an extension of the educational program, such as marching band.
- (d) Where the strict application of Section 4 would result in demonstrable detriment to the educational program.

S6. Teachers required to transfer to another school shall have preference in filling existing vacancies within their area of certification at the time they are

surplused. In the case of multiple bids for the same opening, District seniority shall prevail.

Teachers required to transfer who choose to exercise their above-stated "preferential status" in filling a vacant assignment caused by the granting of a sabbatical leave of absence shall be deemed to have used their "preferential status" and upon return of the teacher on sabbatical leave to that assignment, said "teacher(s) required to transfer" shall not be considered to have any "preferential status" in the filling of any other vacant assignment other than those rights continued in Article 31.

S7. The provisions of this Article shall not apply where transfers from one area of certification to another are required.

### **ARTICLE 33**

#### **TRANSFERS/CLOSED SCHOOLS**

S1. Where transfers of staff are required by the closing of school(s) and reassignment of the student body from the closed school(s) to other school(s), the faculties of the affected schools (closed schools and schools to which students have been reassigned) shall be reconstructed in the order of greatest district seniority and certification of current assignment.

S2. Teachers from affected schools lacking an assignment following reconstruction of faculties shall have preference along with other displaced teachers in the filling of any other vacancies.

S3. Currently serving athletic personnel (as listed in Exhibit B), activities' moderators (as listed in Exhibit C) and other activities personnel, e.g. audio-visual coordinator, T.V. station, intramurals, etc. with the greatest district seniority will continue serving in these positions on the reconstructed staff, consistent with other relevant provisions of this Agreement.

S4. Building seniority for the faculty of reconstructed schools shall be the same as their individual District seniority.

**ARTICLE 34**  
**PAYDAYS AND METHODS OF SALARY PAYMENT**

S1. All paydays shall continue to be scheduled on every other Friday with the following exceptions:

- (a) When holidays fall on the day when checks are to be issued, the checks shall be distributed on the previous work day, provided the previous work day is not more than two (2) days in advance of the regularly scheduled pay day.
- (b) In any contract year, there shall be no more than twenty-six (26) pay periods scheduled.

S2. In each school the Principal shall be responsible for the distribution of teachers' salary checks and shall do so in a manner that insures the confidentiality of the checks.

**ARTICLE 35**  
**FULL PAYMENT IN JUNE**

Teachers who at the end of the school year request immediate payment of the balance of the salary due them shall receive that amount with the last salary check of the school year. The Board reserves the right to require thirty (30) days notice in advance of the expected payment hereunder.

**ARTICLE 36**  
**TEACHER-ADMINISTRATOR CONFERENCES**

Discussion between administrators and teachers shall continue to be conducted in a professional manner and on a professional level and, when appropriate, take place in an atmosphere of privacy.

**ARTICLE 37**  
**RIGHT TO FEDERATION REPRESENTATION AT CONFERENCES**

In the event a Principal or other administrator decides to discuss with a teacher matters leading directly to formal charges or requests for discharge, resignation, demotion, or transfer, such administrator shall advise the teacher, in writing, that he/she may have a Federation representative present at such conference. In the event that such teacher attends the conference after such notice without a representative, then any agreement or statement he/she makes may be used. If such notice is not given to the teacher, no agreement or statement made by the teacher at such discussion shall be used against or in respect to the teacher for any purpose. If during any such discussion the teacher requests the presence of a Federation representative the same shall be granted forthwith.

**PART D --- TEACHING CONDITIONS**

**ARTICLE 38**  
**SCHOOL DAY**

S1. The school day for elementary teachers shall be six and one-quarter (6 -1/4) consecutive hours from the time they are scheduled to report, including preparation periods and including a duty free forty (40) minute lunch period.

S2. The school day for teachers of secondary and middle schools shall be six and three-quarters (6-3/4) consecutive hours from the time they are scheduled to report, including preparation periods and a duty free lunch period equal to that of the students.

S3. The starting time will be no earlier than 8 A.M. and no later than 9 A.M.

S4. The preceding is subject to modification in meeting unique needs as long as there is no increase in the total daily hours of work.

**ARTICLE 39**  
**SCHOOL YEAR**

S1. The school year for teachers shall consist of one hundred eighty-five (185) days exclusive of holidays declared on the school calendar, one (1) day of which shall be a faculty workshop day. Any day beyond one hundred eighty-five (185) on which teachers are required to report shall be compensated for at the daily rate of the teacher affected, prorated at 1/185<sup>th</sup> of the teacher's salary.

S2. Emergency school closings, in whole days or in part, for reasons beyond the teacher's control, shall be counted as whole days and shall not extend the school year for teachers beyond one hundred eighty-five (185) days unless such extension is required to fulfill one hundred eighty (180) days of pupil instruction. Extension of the school year for teachers for this specific purpose shall not require compensation in excess of the teacher's regular salary.

S3. The instructional work year shall be as nearly uniform as possible considering grade level, course content, legal requirements, and student needs. Uniformity shall be achieved as soon as practicable with the understanding that there may persist some exceptions for reasons peculiar to special needs of the system, most of which are governed by their own course content.

**ARTICLE 40**  
**TEACHER SCHEDULES**

S1. On the first school day of the sixth (6<sup>th</sup>) week of the fourth quarter, the tentative teacher assignments of all faculty members of that school shall be made available to the Federation Building Committee. Notification of his/her tentative teaching assignments or grade assignment shall be given each teacher on the first school day of the second last week of the fourth quarter.

S2. Scheduling to study hall assignments shall be done on a rotation basis.

S3. Scheduling to homerooms of teachers not otherwise assigned shall be done in each school on the basis of seniority in the District with the most recently hired teachers receiving the assignments first.

S4. No secondary teacher shall be required to teach more than five (5) periods per day and each shall be scheduled for one (1) unencumbered, self-directed preparation period a day except as hereinafter provided:

(a) Behind-the-wheel drivers' education instructors shall, in consultation with the Principal, work toward a satisfactory implementation of this goal.

(b) Classes which meet regularly fewer than five (5) days per week may cause a teaching load to go to a maximum of six (6) periods per day provided that a compensatory preparation period for each such occurrence be granted on another day, and the maximum number of teaching periods shall not exceed twenty-five (25) in any week.

(c) No secondary teacher shall be required to teach in excess of six (6) periods in any day.

S5. Where it can be accomplished by scheduling and/or reassignment, teachers of laboratory sciences (chemistry, physics) will be scheduled for not more than sixteen (16) class periods and eight (8) laboratory periods per week.

S6. Elementary teachers may volunteer for lunch duty; compensation for those teachers volunteering for this duty will be the negotiated hourly rate.

## **ARTICLE 41**

### **I.E.P's**

All Special Education teachers who are required to write I.E.P.'s for their students shall be provided with two (2) days of released time annually from classroom duties to prepare the I.E.P.'s. Where such released time cannot be accomplished by scheduling, a substitute will be provided.

**ARTICLE 42**  
**COLLECTING MONIES**

Teachers shall not be required to collect monies or keep records in connection with the sale of any product, service, ticket, or membership unless by mutual agreement between Principal and teachers, except in the case of milk distribution.

**ARTICLE 43**  
**ORDERING SUPPLIES AND TEXTBOOKS**

S1. Elementary teachers shall be given at least ten (10) days' time for "pegboard" ordering.

S2. All supplies and textbooks shall be ordered by teachers in sufficient time for their delivery to the teacher when needed. Supplies and textbooks received at a school shall be delivered immediately to the teacher who ordered them.

**ARTICLE 44**  
**CLASS SIZE**

S1. The Board and the Scranton Federation of Teachers mutually recognize that certain matters, such as class size, pupil contacts, and daily teaching assignments are areas in the administration of public education which are at one and the same time the responsibility of management and the concern of the bargaining agent.

S2. Therefore, to continue the sincere effort of the Board in fairly distributing the work load of teachers, the Board reaffirms its intention of not arbitrarily increasing the class size beyond a maximum of thirty (30).

(a) No regular academic elementary class in pre-school, kindergarten, and grades 1 through 3 shall exceed 27 students. Full day kindergartens will have paraprofessional assistance a half day, daily.

(b) No regular academic elementary class in grade 4 or grade 5 shall exceed 28 pupils.

(c) These provisions shall not be construed to deny any pupil placement in a class wherein such placement could not be achieved in any other feasible manner, and also its commitment to establish and create pupil groupings in class size, pupil contact, and daily teaching assignments in conformity with sound educational practice. At the same time the parties shall be governed by such circumstances as available classroom and instructional space, teacher availability, and the school modernization program.

(d) Finally, in certain exceptional instances where no other solution may be achieved by scheduling, the specific facts which suggest an excessive class size or number of pupil contacts shall be reviewed and a resolution found by an understanding reached between the Federation and the District.

S3. Because the parties recognize the desirability of investigating the educational value of smaller and larger groupings in certain specialized areas, the Superintendent and the Federation shall continue discussions to evaluate existing class size toward reaching goals which are both practical and educationally sound.

S4. The Board will grant no boundary "exceptions" that would cause any class size maximums to be exceeded without the mutual consent of the District and the Federation.

S5. After October 1<sup>st</sup> any elementary class exceeding the above numbers shall have assigned a full time para-professional.

#### **ARTICLE 45**

#### **MULTIPLE COURSE LEVELS AND SPLIT GRADE CLASSES**

S1. With the exception of industrial arts and vocational education, no multiple course levels may be assigned to the same class, except as hereinafter provided.

(a) Vocational education and industrial arts teachers shall, in consultation with the Principal, work toward a satisfactory implementation of this goal.

- (b) Where individual teachers volunteer and provided quality education is achievable.

S2. No split classes shall be scheduled in the elementary schools.

S3. Provisions for currently recommended plans of elementary organizations which are designed to provide greater individualization of instruction and the most effective utilization of instructional personnel shall not be expanded to implementation of split grades.

**ARTICLE 46**  
**SPECIAL SUPPORTIVE SERVICES**

S1. The parties acknowledge the importance of early identification and remedial procedures in the matter of learning or other disabilities, including behavioral problems of students. The approved procedure is:

- (a) Repetitive ordinary discipline or behavioral problems shall result in a written report from the teacher to the Principal. Upon receipt and review of the teacher's report, the Principal shall make necessary inquiries and take appropriate action, of which the teacher shall be given written notice.
- (b) In matters going beyond repetitive ordinary discipline and behavioral problems, the teacher shall report to the Principal, in writing, early identification of the nature of the problems discovered.
- (c) The teacher shall continue to apprise the Principal of the student's progress or lack thereof in order that the Principal may become aware of the essence of the problem.
- (d) The District, upon corroboration of the student's need for testing, shall conduct the appropriate evaluations consistent with the IDEA of 1997, as amended, and Title 22 of the PA. Code Sections 14, 15 and other related statutes and/or regulations.
- (e) Students who, post-evaluation, are identified as being eligible for support services shall be provided with the appropriate

pecially designed instruction and supportive assistance in an effort to ensure that the teacher and student work toward making meaningful progress in his or her curriculum.

- (f) Where practicable, and in accordance with the IDEA and each individual student's IEP, the District will make all reasonable efforts to assign students to classrooms equitably.

S2. To the extent possible, the Principal and his/her designee shall notify all teachers who are receiving students with I.E.P.s (in a confidential manner) prior to the student's first instructional day of the year.

#### **ARTICLE 47**

#### **USE OF SHOPS AND SPECIALLY EQUIPPED ROOM**

Where alternate space is not available, shops or other similar specially equipped rooms may be used as study halls or homerooms.

#### **ARTICLE 48**

#### **ELEMENTARY PREPARATION PERIODS**

S1. All elementary, elementary special education, and specialist teachers shall have ten (10) unencumbered, self-directed periods every two (2) weeks provided that there are ten (10) working days, not including field trips, during the two (2) week period. In the event that there are not ten (10) working days, then the number of required preparation periods shall be reduced by the number of normally scheduled preparation periods not had, because of days not worked.

S2. Where an elementary or elementary specialist teacher is not provided ten (10) preparation periods every ten (10) working days, a compensatory period shall be granted or the teacher shall receive reimbursement at \$22.50 per prep period or  $\frac{1}{4}$  of the substitute rate, whichever is higher.

S3. Notwithstanding anything herein to the contrary, the Board retains the right to schedule elementary and specialist teachers during the unencumbered, self-directed preparation period without the necessity of compensatory period or compensation in the means described in s2 to parent or teacher-initiated parental

conferences, brief MDT/IEP team meetings, team or pod meetings where applicable, special assemblies where follow up by the regular teacher is required, evaluation/observation conferences, and customary brief conferences of an individual nature with specialist or school support personnel; e.g., Home/School Visitors, TELLS teachers, etc.

Provided that an elementary or specialist teacher shall be given an unencumbered, self-directed preparation day to be utilized in the teacher's assigned building for each six (6) missed preparation periods for tenured teachers and nine (9) periods for untenured teachers for matters listed in this section for the period of one semester.

Principals will inform teachers in writing each time a preparation period is to be missed, including the date and the reason therefore.

S4. In the situation where the preparation period is accomplished by the use of the library, the District shall not be required to provide a compensatory period or compensation as provided in s2 above where the library is closed the last two (2) weeks of school because of preparation for the closing of school at the end of the school year.

S5. For the purposes of this article, specialist teachers shall include teachers of art, music, physical education, and library.

S6. All elementary school special education teachers shall have ten (10) unencumbered, self-directed preparation periods every two (2) weeks provided that there are ten (10) working days, not including field trips during the two (2) week period. In the event that there are not ten (10) working days, then the number of required preparation periods shall be reduced by the number of normally scheduled preparation periods not had because of days not worked.

Where an elementary school special education teacher is not provided ten (10) preparation periods for every ten (10) working days, a compensatory period shall be granted or the teacher shall receive reimbursement at \$22.50 per prep period or  $\frac{1}{4}$  of the substitute rate, whichever is higher.

Notwithstanding anything herein to the contrary, the Board retains the right to require the elementary school special education teachers to perform the following

activities during the unencumbered, self-directed preparation periods without the necessity of compensatory period or compensation in the means described in s2 above to parent or teacher initiated parental conferences, MDT/IEP meetings, Special Education due process meetings as required by law, and customary brief conferences of an individual nature between specialists or school support personnel; e.g., Home/School Visitors, TELLS teachers, etc., special assemblies where follow up by the regular teacher is required, and evaluation/observation conferences.

Provided that an elementary school special education teacher shall be given an unencumbered self-directed preparation day to be utilized in the teacher's assigned building for each six (6) missed preparation periods for tenured teachers and nine (9) periods for untenured teachers for matters listed in this section in the period of one semester.

Principals will inform special education teachers in writing each time a preparation period will be missed, the date, and the reason therefore.

In the situation where the preparation period is accomplished by the use of the library, the District shall not be required to provide a compensatory period or compensation as provided in this subsection where the library is closed because of preparation for the closing of school the last two (2) weeks of the school year.

#### **ARTICLE 49** **ASSIGNMENT OF ROOMS**

The annual assignment of teachers to classrooms not specially equipped shall be made in accordance with the teacher's length of service in the school building.

#### **ARTICLE 50** **SPEECH, HEARING, AND GIFTED ROOMS**

Itinerant speech, hearing, and teachers of gifted shall be given priority in use of rooms in each building during periods they are scheduled for speech, hearing, and gifted use. In any building where no separate room exists for speech,

hearing, and gifted, the administration shall schedule the optimum facilities under the circumstances.

**ARTICLE 51**  
**HEALTH CHARTS**

Teachers will assist the school nurse in completing the student health chart.

**ARTICLE 52**  
**CLASSROOM INTERRUPTIONS/REPAIRS**

S1. In order to avoid classroom interruptions, announcements shall be made on an established and substantially complete schedule set by the Principal at the beginning of the school year.

S2. The public address system, security cameras, and other technologies shall not be used to monitor classroom performance of bargaining unit members.

S3. Classroom repairs not necessary for the continual operation of the class shall be arranged by the Director of Facilities and Grounds in consultation with the Principal and any teacher(s) affected.

**ARTICLE 53**  
**FIELD TRIPS**

The Board accepts the concept of field trips for classroom students, accompanied by their teacher, and thus encourages all teachers to engage in this innovative experience. Such field trips will be pre-planned and properly scheduled by the teacher in cooperation with the Principal on a semester basis. Upon mutual agreement of the teacher and Principal and provided funds are available, field trips will be encouraged at any time during the school year, although not previously planned or scheduled. Such trips shall not include club activities. All such planning and scheduling shall be subject to final approval by the Superintendent of Schools who arranges for funding of any such trips, where necessary, from the District's budget.

**PART E --- PROFESSIONAL INVOLVEMENT AND OPPORTUNITIES**

**ARTICLE 54**

**TEACHER PARTICIPATION**

S1. Any employee representing teachers on any committee, council, or other such bodies established by the Board or its representatives shall be promptly named by the Scranton Federation of Teachers in the number requested with full consideration to the principle of rotation and special expertise, if possible.

S2. Where the Scranton School Board or its representatives has been requested to recommend or to name a teacher representative for the requesting entity, such request will be forwarded to the Federation for its selection. The Federation will promptly notify the Manager of Personnel Services of those able to serve.

S3. Teacher representatives on the Curriculum Council, Self Study, and In-Service Projects shall be named by the Federation. Teacher representatives shall comprise no less than fifty percent (50%) of the members appointed.

S4. Teacher representatives and administrators, regardless of number, shall have equal participation in the deliberations.

S5. Effective January 1, 1993, the Board will fully fund all contractually named committees and all other committees approved by the Board of School Directors. They shall meet and function, minimally, as was the practice prior to September, 1992. This full funding will include all provisions of the current Article 67 (Mentor Teacher/Inductees).

**ARTICLE 55**

**ATTENDING CONFERENCES, WORKSHOPS, CONVENTIONS,  
VISITATIONS**

S1. Teachers may request permission to attend educational conferences, workshops, and conventions.

S2. Teachers authorized to attend such meetings shall receive the following reimbursements in addition to their regular salary and mileage:

(a) Minimum available lodging at meeting site and necessary meals at actual reasonable cost.

(b) Program registration fees and local transportation at actual cost.

S3. Teachers may request authorization for one (1) day visitations to other educational institutions or to industry with no loss of pay provided a written critique of such visitation is submitted to the Superintendent for his/her consideration.

## **ARTICLE 56**

### **SUMMER AND EVENING SCHOOL**

S1. No person not in the bargaining unit shall be appointed in these positions so long as a teacher in the bargaining unit is available and willing to fill the position.

S2. Appointments to be made in order of:

(a) first--length of service in the program

(b) second--length of service in the School District

S3. Pay shall be at the negotiated hourly rate.

## **ARTICLE 57**

### **SPECIAL MEETINGS**

S1. Teachers shall attend special meetings, on school time arranged on departmental level by the supervisor of a department, committee meeting, in-service training program, etc.

S2. Teachers should be given at least one week's notice of such meetings.

S3. Substitute teachers shall attend all in-service training meetings which treat the work of the grades or departments in which they will be called upon to teach.

S4. Teachers at the affected school will attend one (1) Back-To-School Night per school year sponsored by the PTA. The date for said “Night” will be set in consultation with the SFT Building Committee from the affected school.

**ARTICLE 58**  
**NEW TEACHERS**

S1. The Board shall continue to provide special attention, supportive help, and guidance in classroom techniques to new teachers. All available resources including Principals, Vice Principals, Department Heads, Mentor Teachers, Support Teachers, Teacher Research Coaches (TRC’s), Local Site Coordinator (LSC), and Supervisors, as well as the experience and diverse abilities of all the teachers should be utilized to help orient the new teacher.

S2. The Board will provide a Scranton Public School District-designed and operated Teacher Induction Program for all teachers, including permanent substitutes, newly appointed to the Scranton School District, certified June 1, 1987, or after. Completion of the Scranton School District Teacher Induction Program shall be mandatory for any teacher hired who has not participated in such a program in Scranton or any other school district; any further participation in such a program will be at the discretion of the Superintendent.

S3. The Federation’s ER and D staff development program, the District sponsored induction program, shall continue to be recognized as the Scranton School District’s induction model, as long as it is compliant with PDE requirements, the District’s Strategic Plan, and the research base remains current and verifiable.

**ARTICLE 59**  
**STUDENT TEACHERS**

S1. Only teachers with minimum of three (3) years satisfactory teaching experience shall be eligible to receive a student teacher.

S2. Any monies, stipends, or remuneration of any sort or in-kind offers derived from the work of Scranton School District teachers working with student teachers

shall be divided equally between the Federation and the District to be used exclusively for scholarships to be given to students graduating from the Scranton School District.

S3. A teacher may only be assigned one student teacher and/or intern per academic year unless a demonstrated need arises.

## **PART F --- SPECIAL PROFESSIONAL CATEGORIES**

### **ARTICLE 60**

#### **STAFF DEVELOPMENT PROGRAMS**

The District will provide and fully fund the staff development programs of Educational Research and Dissemination (ER&D) on the same basis as was the practice prior to September 1991.

### **ARTICLE 61**

#### **DEPARTMENT HEADS**

There shall be four (4) department heads in each high school, subject to the following provisions:

S1. The subject area(s) of each department and the certification of the department head shall be determined by the District.

S2. Department heads shall hold their positions on an annual basis.

S3. The District shall retain the right to fill or not to fill each position described herein at its discretion and to determine whether the incumbent department head shall be reappointed. In any case, should the District fail to notify the incumbent in writing of a change by May 15<sup>th</sup> then he/she shall be deemed to be rehired for the next school year.

S4. The duties of the department heads shall, in addition to their regular teaching duties, include overseeing day to day operation of the department and the budget

process, facilitating and supporting classroom teachers in the department, tracking and securing department equipment/supplies, coordinating students in the completion of the senior graduation project, and other professional responsibilities.

S5. The graduation project students will be assigned by topic/subject equitably among the department heads. Each school may devise a method of assignment.

S6. Department heads shall have no more than three (3) regular teaching periods per day.

S7. Department heads shall receive an annual differential of two thousand dollars (\$2000.00) and may be required to work up to sixty (60) hours beyond the regular school day/year.

## **ARTICLE 62** **COUNSELORS**

S1. In addition to the regular administrative practice and in order to accommodate the work load of the regular school year, each senior high school shall have at least one (1) counselor on duty as needed during the summer recess to be arranged by scheduling to which there has been mutual agreement.

S2. Counselors shall be compensated at summer school rate for work beyond the school year on the following basis: 60 hours for high schools and 30 hours for intermediate schools.

S3. Where practical each counselor shall be provided with a private office with floor to ceiling partitions.

S4. One additional elementary guidance counselors will be provided to service the District's elementary schools effective September 1, 1990.

## **ARTICLE 63** **SCHOOL NURSE**

S1. When a nurse is absent from her duties for more than five (5) consecutive days, a substitute nurse will be employed to perform the regular nurse's assigned duties.

S2. The Chief School Nurse shall receive an annual differential of three thousand dollars (\$3,000).

S3. For each day or part thereof worked beyond the 185 school year, the Chief School Nurse shall be paid at the negotiated hourly rate.

**ARTICLE 64**  
**PERMANENT SUBSTITUTES**

S1. A substitute teacher who fills a vacancy for a full year in the Scranton Public Schools and who commences his/her assignment prior to October 1 shall be deemed a permanent substitute.

S2. When a permanent substitute's assignment is concluded during the school year, he/she will be given five (5) days notice of the termination of the assignment.

S3. When a permanent substitute's assignment is concluded during the school year, he/she will be assigned to any other vacancy in his/her field. If no vacancy exists, he/she will receive per-diem assignment with permanent substitute benefits for the remainder of the year.

S4. No permanent substitute shall be required to perform any task not required of a regular teacher.

S5. Permanent substitutes shall continue to be included in the teachers' insurance program.

S6. Permanent substitutes shall be entitled to ten (10) sick leave days per year and thereafter shall accrue and be permitted to take sick leave days on the same

basis as appointed teachers and shall receive insurance plans and benefits on the same basis as appointed teachers.

**ARTICLE 65**  
**MENTOR TEACHERS/INDUCTEES**

S1. The Local Site Coordinator (LSC) of the Educational Research and Dissemination (ER&D) Program will serve as the Induction Program Trainer (IPT) of Mentor Teachers.

S2. The Local Site Coordinator (LSC) will be responsible for the training of Teacher Research Coaches (TRCs), formerly Teacher Research Linkers (TRLs), in effective teacher research, including peer coaching.

S3. Mentor teachers will be selected from among those Teacher Research Coaches (TRCs), trained in effective teacher research including peer coaching. In the event there is no TRC or other teacher trained in effective teacher research including peer coaching is available in the building; this matter will be resolved through a meeting with the Superintendent or his designee and the SFT president or his designee.

S4. Mentor teachers participating will be paid an annual differential of one thousand dollars (\$1,000) to include up to thirty hours of time beyond the normal working day for teachers.

S5. Inductees shall be paid at the extra-curricular hourly rate for all hours worked outside the normal working day.

S6. Neither Mentor Teachers nor Inductees shall be required to participate in the Teacher Induction Plan on days other than regular school working days except as described in this Article or as agreed to by the Federation.

S7. In consultation between the Building Principal and the participating Mentor Teacher(s) the teaching schedule of the participating Mentor Teacher(s), and

Inductee(s) will be adjusted as necessary to provide support to the Inductee(s) as required by the Scranton School District Induction Plan.

S8. The Local Site Coordinator/Induction Program Trainer (LSC/IPT) will receive an extra duty allowance of three thousand (\$3000.00) dollars per year above the appropriate step on the teacher salary schedule.

S9. The Local Site Coordinator/Induction Program Trainer (LSC/IPT) shall have not more than three (3) teaching periods per day.

**ARTICLE 66**  
**SUBSTITUTE TEACHERS' POOL**

S1. Teachers who are suspended and for whom there is no assignment as described in Article 25 shall have the option to be maintained for a cumulative period not to exceed two years in a “substitute pool.”

- (a) Suspended teachers in such pool shall not exceed ten (10) in number.
- (b) Substitute pool teachers shall receive a salary of \$25,000 and shall maintain all other benefits held at the time of their suspension.
- (c) Seniority shall continue to accrue for teachers serving in the substitute pool.
- (d) The composition of the substitute pool shall be from among areas of certification held by eligible pool members and on the basis of district seniority. The pool will contain a minimum of ten (10) eligible teachers regardless of certification held.
- (e) Furloughed teachers will be considered out of the pool and will have no pool time charged against them when their assignment has been to cover a permanent vacancy or an approved leave as a long term substitute or permanent substitute.
- (f) Furloughed teachers not gaining immediate entrance into the substitute pool will be eligible for inclusion, based on district seniority, as vacancies develop in the substitute pool.
- (g) Furloughed teachers exhausting their substitute pool time or who are not eligible for the pool because of the maximum limit on pool members, if they apply, will be placed on the district’s list of day-to-day substitutes with priority of assignment.

S2. Substitute pool teachers may be utilized throughout the District in any teaching capacity, including day-to-day or full time substitutes, individual instruction, curriculum duties, and similar tasks normally performed by teachers throughout the District.

S3. The District will determine on a daily basis the location at which teachers in the substitute pool will work.

## **PART G – SALARY SCHEDULES AND FRINGE BENEFITS**

### **ARTICLE 67**

#### **EXTRACURRICULAR COMPENSATION**

S1. Teachers engaging in approved extracurricular activities or any other approved program performed outside the regular school day or regular school year shall be paid, except in the case of an existing higher rate, at an hourly rate of pay of:

September 1, 2008-2009: \$27.00

September 1, 2009-2010: \$28.00

September 1, 2010-2011: \$29.00

S2. The provisions of this Article shall not apply to activities or programs performed outside the regular school day or regular school year which have traditionally been attended on a voluntary basis without additional compensation. Or to intramural activities which are compensated on a separate basis.

### **ARTICLE 68**

#### **CREDIT FOR EXPERIENCE**

Newly appointed teachers shall receive year for year credit on the salary schedule for no more than four (4) years of prior teaching experience including service as a permanent substitute in the Scranton. This year for year credit shall include experience in industry or related fields.

**ARTICLE 69**  
**TRAVEL PAY**

Teachers who are required to travel in the performance of their school assignments or in going from one assignment to another, or in the performance of school related activities shall be reimbursed in bi-monthly payments at the rate established by the Internal Revenue Service. It shall be the responsibility of the employee to request the proper rate as allowed by the Internal Revenue Service.

**ARTICLE 70**  
**OUT-OF-POCKET EXPENSES**

Principals shall reimburse teachers for receipted expenditures for materials purchased during the school year. The aforementioned materials are those classroom items or supplies not available for requisition and/or materials purchased as needed by the teacher to enhance the on going educational program subject to the Principal's acknowledgement that the supplies required are not available in the District and subject to the prior approval of the Principal before purchases.

**ARTICLE 71**  
**LIFE INSURANCE**

S1. The Board shall continue to pay the premium in full for all life insurance coverage for all employees covered by this Agreement.

S2. The full amount of life insurance coverage given each employee will be in the amount of the employee's annual salary rounded to the next thousand dollars.

S3. All employees covered by this Agreement who retire under the provisions of the Public School Employees' Retirement Code with 20 years of service or more shall be covered by a Board-paid life insurance policy in the amount of \$12,500.

**ARTICLE 72**  
**HEALTH INSURANCE**

S1. The Union commits itself to cost sharing of health insurance benefits including dental benefits based upon the Board's representation that it shall continue to make available a health insurance plan for bargaining unit members and their dependents under coverage that shall be equal to or exceeds the current level.

- (a) Dental care protection plan equal to or exceeding the level now being offered shall continue to be provided by the Board on the same cost-sharing basis as the health insurance plan.

S2. Effective September 1, 2008, bargaining unit members shall be required to pay the following amounts per pay check for the designated levels of coverage for the duration of this collective bargaining agreement:

Single	\$50.00
Husband and Wife	\$65.00
Parent and Child	\$60.00
Parent and Children	\$65.00
Family	\$80.00

The deduction in the first check due on September 5, 2008 will be at the rate effective on August 31, 2008. All future deductions will be at the rate set forth above.

S3. Effective November 1, 2008, the collective bargaining agreement shall be amended to provide that the level of health care benefits provided to bargaining unit members shall be continued for the duration of the collective bargaining agreement, but shall be modified to provide as follows:

- (a) A three tier drug reimbursement plan of \$5 - \$15 - \$35.
- (b) The District shall retain the right to determine the benefit manager (i.e. consultant) as long as the selection does not negatively affect the members of the bargaining unit and/or their families in the delivery or administration of benefits.
- (c) Doctor's Office Visits shall be \$10.00 for family physicians and increased to \$15.00 for specialists.

(d) The Emergency Room Copayment shall be increased to \$75.00, but shall be waived if the patient is admitted.

(e) A deductible shall be imposed as follows:

Single	\$200.00
Husband and Wife	\$300.00
Parent and Child	\$300.00
Parent and Children	\$400.00
Family	\$400.00

S4. An equivalent plan to either or both of the above coverages may be selected by the Board as an alternative to the current plans offered, subject to the following conditions:

- (a) The Board shall notify the Federation in writing at the earliest date it begins planning to consider an alternate insurance carrier or carriers, but in no event later than ninety (90) days prior to anticipated implementation of a change.
- (b) Copies of all documents evidencing equivalency of coverage, ability to adequately service claims on the same basis or an equally advantageous basis, and sound reputation and financial condition of the prospective carrier shall be furnished both to the Board and the Federation. The Board and Federation may each request such other documents or meetings with the prospective carrier as may be desirable.
- (c) In the event of a continuing dispute over the equivalency of a prospective plan to the existing plan, the matter may be processed as a grievance, and, unless sooner resolved, shall be resolved by arbitration prior to implementation of any change by the District.
- (d) A self-insurance plan shall be subject to the same general conditions as above.

S5. Health/Dental insurance waiver policy

- (a) Any employee who is eligible for health benefits (including dental) provided by the District may voluntarily waive all coverage from the District for themselves and all dependents, subject to Section 125 of the Internal Revenue Code.

- (b) In exchange for this waiver, the District will pay, on an annual basis, the lesser of fifty percent (50%) of the premium saved by the district because of the election or one thousand five hundred dollars (\$1500) which ever is greater. The subsection shall not apply to the situation where both husband and wife are employed by the District.
- (c) To be eligible for the benefit waiver payback, an employee must provide evidence of similar coverage under another medical and hospital insurance plan outside the District. Employees must enroll in the health/dental insurance program or the waiver will continue.
- (d) Payments for the benefits waiver payback shall be made on or before August 1<sup>st</sup>.
- (e) The employee electing to change the benefit waiver must do so during the annual open enrollment period, or as a result of change in the family status. A change in family status shall be defined by the third party administrator or the insurance carrier. The employee, to change the benefits waiver, must give the District a completed change form. All changes will become effective at the beginning of the month following receipt of the completed change form or as approved the by third party plan administrator or insurance carrier. If a participant receives the benefit during the plan year, the district will not pay pro-ration.
- (f) All legal and monetary responsibilities for this benefit waiver, subject to section 125 of the Internal Revenue Code, will be the responsibility of the employee.

S6. In the event the Federation identifies another health insurance option in which they choose to participate exclusively, at no additional cost to the District, participation shall not be unreasonably withheld, all existing contracts considered.

S7. Retirees may participate to the extent allowed in Article 74 of this agreement. No waiver option is available to retirees.

### **ARTICLE 73**

### **INSURANCE COMMITTEE**

A joint District/Federation Insurance Committee may prepare specifications and seek bids on insurance coverages provided to bargaining unit employees. This

committee shall also consult and communicate with other district employee groups. The goal of this committee will be to find ways to control, cut and contain costs, and yet maintain or improve benefit levels at reasonable costs.

**ARTICLE 74**  
**RETIREMENT INCENTIVE**

The Federation and District mutually agree that the following incentive is to be offered to qualifying employees in their career and failure to retire under the following terms will result in a waiver of any rights or payments hereunder.

**Section A.**

**Monetary incentives:**

S1. Employees who retire under the provisions of the Pennsylvania School Employee's Retirement System (PSERS) who have twenty (20) or more years of service shall receive ten thousand dollars a year for seven (7) years, subject to the below stated conditions. Employees who retire under the provisions of the Pennsylvania School Employee's Retirement System (PSERS) who have attained age 62 with ten years of service, but not twenty years of service, shall receive two thousand dollars a year for five (5) years, subject to the below stated conditions.

S2. Qualified employees must submit written notification on a form to be provided by April 1 of their retirement for the following school year or waive any rights or payments thereunder.

S3. Qualified retirees shall receive seven (7) ten thousand dollar (\$10,000) payments over seven years (or \$2,000 per year over five years, if applicable), beginning in April of the year after retirement, qualified only by subparagraph (B) of this article.

S4. The incentive hereunder shall be paid annually by the District to the employee in April of the year following his/her retirement in a single payment, qualified only by the health insurance provision described herein in (C), in the manner designated in writing by the employee.

S5. The District shall cooperate with the Federation and retirees in distributing the payments into an IRS approved retirement fund if so designated by the retiree.

S6. The retiring employee upon submitting notification of retirement shall advise the Manager of Personnel Services of the name of the beneficiary the employee designates who is to receive any benefits that might be due under this plan should the individual seeking retirement die following retirement but before receiving all benefits due under this plan.

S7. If a qualified retiree is eligible for sick and personal leave benefits, as set forth below, that benefit will be paid in addition to the benefit under this Section, provided that all payments will be made in no more than seven (7) years.

### **Section B.**

#### **Sick and Personal Leave Incentive**

S1. Upon retirement, in accordance with the conditions set forth in the preceding paragraphs, qualifying retirees shall be reimbursed upon application at the rate of one hundred dollars (\$100) per day for each day of unused and accumulated sick leave.

S2. Upon retirement, in accordance with the preceding paragraphs, qualifying retirees shall be reimbursed upon application at the “then” current rate of the affected employee for each day of unused and accumulated personal days.

S3. Where applicable the proceeds of the payment of these funds shall be made in two equal payments over a two-year period, the first payment shall be issued in April in the year after retirement, second in the following year and thereafter payments shall be made as set forth in subsection “A” above, and as allowed by law.

### **Section C.**

#### **Health/Dental Insurance Option**

S1. All retirees will be allowed to participate in all the District’s health/dental care insurance programs offered to members of this bargaining unit; the total cost of these health insurance premiums shall be borne by the retiree, based on rates determined by the carrier.

S2. The health care plan offered may change in the future, but the District will offer the same plan to retirees as it does for active employees on the terms set forth in this Article.

S3. Should a retiree opt out of the District's health/dental insurance plan he/she may not re-enter.

S4. For those retirees who continue with this option, the District will advance on their behalf the cost of their health insurance premium from the date of their retirement through April of the following year, if requested to do so in writing by the employee. To the extent the premium should exceed the incentive payment, the retiree shall be billed accordingly.

S5. The funds advanced for the insurance health premiums will be deducted from the employee's initial retirement incentive. Thereafter, the annual premium for retirees who participate in the health/dental care option shall be withheld from their annual incentive payment.

#### **Section D.**

There shall be no other retirement incentives offered under the terms and conditions of this collective bargaining agreement.

### **ARTICLE 75**

#### **WORKERS' COMPENSATION**

S1. Workers' compensation coverage for employees included in this Agreement shall apply as follows:

(a) In no event shall they be paid an amount in excess of their full regular salary when receiving payment from any combination of Workers' Compensation and accumulated sick leave time.

S2. Said employees who are eligible for Workers' Compensation may:

(a) Use Workers' Compensation only, or

(b) Use sick leave and remit all Workers' Compensation payments to the District upon receipt.

S3. Said employees utilizing accumulated sick leave time under option 2(b) above shall extend their accumulated sick leave time at the rate of one (1) sick leave day for every three (3) days or major fraction thereof that they receive full payment through a combination of Workers' Compensation payments and sick leave payments.

S4. Workers' Compensation benefits from the first day of the occurrence of the Workers' Compensation incident are the same irrespective of which of the options the professional employee may choose under S2 above.

S5. The Board agrees to deduct Retirement System employee contributions under Option 2(b) as if the employee were receiving full regular salary for any appropriate period and also to make the Board's full regular Retirement System employer's contributions as if the employee were receiving full regular salary for an appropriate period.

S6. It is the intent of the parties to this Collective Bargaining Agreement that employees entitled to Workers' Compensation shall receive the maximum benefits allowable under the Pennsylvania Workmen's Compensation Act, in accordance with existing schedules and law.

S7. Where employees will not receive Workers' Compensation benefits, they will be eligible to use any accumulated sick leave.

**ARTICLE 76**  
**COMPENSATION FOR COVERING CLASSES**

S1. Principals may assign teachers to cover classes or duties for teachers who are absent when it is not possible, practical, or feasible to provide a substitute teacher.

S2. When the absence is caused by an emergency affecting the absent teacher on the day of his absence, the class or duty shall be covered in the spirit of the "colleague principle." In this instance the Principal shall assign from the rotation

when another has not volunteered. In any case, no teacher shall be paid nor shall any teacher be docked or charged sick or personal time.

S3. In all other instances, the teacher assigned to cover the class or duty shall be paid as follows:

(a) If assigned from a duty period, the teacher so assigned shall receive \$18.00 or  $\frac{1}{5}$  of the substitute rate, whichever is greater.

(b) If assigned from his/her preparation period, the teacher so assigned shall receive \$22.50 or  $\frac{1}{4}$  of the substitute rate, whichever is greater.

(c) These payments will be made in situations where in the absence of a substitute teacher, classes are "doubled-up".

S4. Assignment to "coverage" for teachers shall be accomplished by the Principal as follows:

(a) First the Principal shall seek volunteers.

(b) Next, the Principal shall assign any per diem substitute that is not in class, at lunch or on duty (study hall, lunch duty, entrance security) as noted in (c) below as exceptions.

(c) Next, the Principal shall assign a teacher from a duty period, except the following duties: study halls, duties related to lunch periods, and entrance security as has been the practice.

(d) Finally, the Principal shall assign a teacher from a preparation period.

S5. Except in the case of volunteers, "coverage" assignments shall be rotated. Rotation shall be accomplished by dropping to the bottom of the list the name of the employee most recently assigned and not so assigning such employee for "coverage" until all others available have received such assignments.

S6. At the beginning of the school year the Principal shall compile and post a listing by periods of the names of those staff available for "coverage" assignments.

A copy of this "coverage" listing shall be provided to the SFT Building Representative.

**ARTICLE 77**  
**PERSONAL DAY**

S1. The Board shall grant leave of one (1) work day as a personal day annually, September through June, without loss of pay to each teacher provided that application for same is made to the Principal at least two (2) days in advance of the requested day, excepting for emergencies which shall be handled at the discretion of the Principal.

This provision may be restricted for:

- (a) a School District emergency; and
- (b) in cases where a substitute teacher is unavailable.

S2. It shall be at the discretion of the Superintendent of Schools as to whether this leave shall be granted the day before or the day after a holiday.

S3. Effective September 1, 1982, a second personal day annually shall be granted by the Board on the same basis as S1 and S2 of this Article. Such second personal day shall be accumulated for payment pursuant to S3 of this Article, and shall be added to an employee's accumulated sick leave if unused at the end of a school year.

S4. Effective September 1, 1988, in addition to the two personal days available for use in any one school year (September through June) an employee has, may use a third personal leave day in said time period provided that the employee has such day available in his/her accumulation of unused personal leave.

**ARTICLE 78**  
**LEGAL SUPPORT**

Employees covered by this Contract shall be provided legal representation by the School District. The cost of same will be borne by the School District for employees involved in litigation concerning the discharge of their duties on behalf of the School District and while acting in the scope of their employment with the School District. The choice of legal representative shall be made by the School

District. This provision shall not apply where the School District and the bargaining unit employees are in adversarial positions.

**ARTICLE 79**  
**TEACHER SALARY SCHEDULES**

- S1. Teachers shall be paid in accordance with the salary schedules set forth in Exhibit A, attached hereto and made a part hereof.
- S2. ER&D courses approved for credit by PDE may be eligible for movement on the salary lanes. Other courses similar in nature that are approved by the District may also be used for movement through the salary lanes.
- S3. The courses described in S2 must be approved by the Federation and the District. The Federation will make a list available to Bargaining Unit Members.
- S4. All courses must be submitted to the Superintendent for approval prior to any credit for movement on the salary lanes.

**ARTICLE 80**  
**COACHING SALARY SCHEDULES**

- S1. Coaches shall be paid in accordance with the salary schedules set forth in Exhibit B, S1 attached hereto and made a part hereof.
- S2. The Board retains the right to fill or not to fill the positions listed at its discretion, or to eliminate the activity.
- S3. Once appointed, coaches shall remain in those positions until they resign unless they should be rated unsatisfactory by the District in accordance with Article #23 and/or Article #24 of this Agreement and applicable law.
- S4. All positions listed in Exhibit B, S2 shall be treated the same as coaches positions except they will not require a coaches panel but shall

be filled from among the qualified applicants in the order of their length of service in the Scranton Public Schools.

S5. Newly developing or newly established sports for girls or boys shall be compensated by the Board at levels lower than those established for developed sports programs involved in interscholastic competition. Initial levels of compensation shall be set by the Board commensurate with the extent of the duties and the current level of interscholastic competition.

**ARTICLE 81**  
**CLUB ACTIVITIES**

S1. Bargaining unit members who are approved annually by the Administration to serve as moderators of clubs and activities listed in Exhibit C, attached hereto and made a part hereof, shall be compensated at the negotiated hourly rate, up to the maximum number of hours, and certified by the building Principal.

S2. The hours listed in Exhibit C shall be considered maximums.

S3. The Administration retains the right to fill or not fill the positions listed at its discretion, or to eliminate the activity. In the event of the elimination of an activity, written notice of the elimination must be provided to the Federation including good cause shown.

S4. The provisions of Article #20 of this Agreement shall not apply to the extracurricular activities listed in Exhibit C.

S5. Additional activities may be initiated with the approval of the Superintendent.

**ARTICLE 82**  
**SAVINGS CLAUSE**

In the event that any provision of this Agreement is or shall at any time be held to be contrary to law by a court of last resort of Pennsylvania or by a court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, then such provision shall not be applicable or performed or enforced except to the extent permitted by law and negotiations between the parties shall be held within five (5) days after such court decision for the purpose of mutually agreeing upon a substitute provision. Notwithstanding the procedures of this paragraph or the results thereof, all other provisions of this Agreement shall remain in full force and effect.

**ARTICLE 83**  
**NO STRIKE - NO LOCKOUT**

S1. It is mutually agreed that there shall be no strike during the life of this Agreement.

S2. The employer shall not engage in any lockout during the term of this Agreement.

**ARTICLE 84**  
**JUST CAUSE**

The collective bargaining agreement shall be amended to provide that no member of the bargaining unit shall be disciplined in any manner or discharged without just cause.



**Exhibit A – Salary Schedules**

**Effective Term: September 1, 2008 to August 31, 2009**

	<b><u>Bachelors</u></b>	<b><u>Bachelors +15</u></b>	<b><u>Bachelors +24</u></b>	<b><u>Masters</u></b>	<b><u>Master +15</u></b>	<b><u>Master +30</u></b>
1	34,000	34,200	34,600	34,800	35,000	35,200
2	35,100	35,300	35,500	35,700	35,900	36,100
3	36,374	36,579	36,785	36,990	37,196	37,401
4	39,970	40,175	40,381	40,586	40,792	40,997
5	40,997	41,203	41,408	41,614	41,819	42,025
6	41,614	41,819	42,025	42,230	42,436	42,641
7	42,333	42,539	42,744	42,950	43,155	43,361
8	43,258	43,463	43,669	43,874	44,080	44,285
9	44,183	44,388	44,594	44,799	45,005	45,210
10	45,313	45,518	45,724	45,929	46,135	46,340
11	46,700	46,905	47,111	47,316	47,522	47,727
12	48,138	48,344	48,549	48,755	48,960	49,166
13	49,269	49,474	49,680	49,885	50,091	50,296
14	50,399	50,604	50,810	51,015	51,221	51,426
15	51,786	51,992	52,197	52,403	52,608	52,814
16	69,819	70,024	70,230	71,514	71,720	71,925

**Special Education Teachers Add \$300**

**Effective Term: September 1, 2009 to August 31, 2010**

	<u>Bachelors</u>	<u>Bachelors +15</u>	<u>Bachelors +24</u>	<u>Masters</u>	<u>Master +15</u>	<u>Master +30</u>
1	34,935	35,141	35,552	35,757	35,963	36,168
2	36,065	36,271	36,476	36,682	36,887	37,093
3	37,374	37,585	37,796	38,007	38,218	38,430
4	41,069	41,280	41,491	41,702	41,914	42,125
5	42,125	42,336	42,547	42,758	42,969	43,180
6	42,758	42,969	43,180	43,392	43,603	43,814
7	43,497	43,708	43,919	44,131	44,342	44,553
8	44,447	44,658	44,870	45,081	45,292	45,503
9	45,398	45,609	45,820	46,031	46,242	46,453
10	46,559	46,770	46,981	47,192	47,403	47,615
11	47,984	48,195	48,406	48,618	48,829	49,040
12	49,462	49,673	49,884	50,096	50,307	50,518
13	50,624	50,835	51,046	51,257	51,468	51,679
14	51,785	51,996	52,207	52,418	52,629	52,841
15	53,210	53,421	53,632	53,844	54,055	54,266
16	71,739	71,950	72,161	73,481	73,692	73,903

**Special Education Teachers Add \$300**

**Effective Term: September 1, 2010 to August 31, 2011**

	<u>Bachelors</u>	<u>Bachelors +15</u>	<u>Bachelors +24</u>	<u>Masters</u>	<u>Master +15</u>	<u>Master +30</u>
1	36,070	36,283	36,707	36,919	37,131	37,343
2	37,237	37,450	37,662	37,874	38,086	38,298
3	38,588	38,806	39,024	39,242	39,460	39,678
4	42,404	42,622	42,840	43,058	43,276	43,494
5	43,494	43,712	43,930	44,148	44,366	44,584
6	44,148	44,366	44,584	44,802	45,020	45,238
7	44,911	45,129	45,347	45,565	45,783	46,001
8	45,892	46,110	46,328	46,546	46,764	46,982
9	46,873	47,091	47,309	47,527	47,745	47,963
10	48,072	48,290	48,508	48,726	48,944	49,162
11	49,544	49,762	49,980	50,198	50,416	50,634
12	51,070	51,288	51,506	51,724	51,942	52,160
13	52,269	52,487	52,705	52,923	53,141	53,359
14	53,468	53,686	53,904	54,122	54,340	54,558
15	54,939	55,157	55,375	55,593	55,811	56,030
16	74,070	74,288	74,506	75,869	76,087	76,305

**Special Education Teachers Add \$300**

**Effective September 1, 2008 - Exhibit B - Coaching Salary Schedules**

The positions listed below marked with an asterisk (\*) are picked by Article #20 s5 "Coaches Panel,"  
all others by Article #20 s2.

**Exhibit B, Section 1**

<b>Position</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
<b>Sport Technician*</b>	8109	8167	8271	8436	8605	8778	8953
<b>Athletic Director*</b>	4554	4646	5133	5235	5340	5448	5557
<b>Head Football Coach*</b>	5503	5613	5859	5977	6096	6218	6343
<b>Assistant Football Coach*</b>	3942	4021	4271	4357	4443	4530	4623
<b>Assistant Freshman Football*</b>	1768	1803	2016	2056	2097	2139	2182
<b>Head Basketball Coach-Boys*</b>	4554	4646	5133	5235	5340	5448	5557
<b>Assistant Basketball Coach-Boys*</b>	3418	3487	3790	3866	3944	4023	4103
<b>Head Basketball Coach-Girls*</b>	4554	4646	5133	5235	5340	5448	5557
<b>Assistant Basketball Coach-Girls*</b>	3418	3487	3790	3866	3944	4023	4103
<b>Freshman Basketball Coach-Boys*</b>	2703	2757	2985	3045	3105	3168	3231
<b>Freshman Basketball Coach-Girls*</b>	2703	2757	2985	3045	3105	3168	3231
<b>7th and 8th Grade Basketball-Boys*</b>	2035	2076	2328	2374	2421	2470	2519
<b>7th and 8th Grade Basketball-Girls*</b>	2035	2076	2328	2374	2421	2470	2519
<b>Head Swim Coach*</b>	4554	4646	5133	5235	5340	5448	5557
<b>Assistant Swim Coach*</b>	3418	3487	3790	3866	3944	4023	4103
<b>Diving Coach*</b>	3418	3487	3790	3866	3944	4023	4103
<b>Wrestling Coach*</b>	4554	4646	5133	5235	5340	5448	5557
<b>Assistant Wrestling Coach*</b>	3418	3487	3790	3866	3944	4023	4103
<b>Jr. High Wrestling Coach*</b>	3015	3069	3297	3357	3417	3482	3543
<b>Junior High Assistant Wrestling*</b>	1840	1876	2098	2139	2180	2226	2270
<b>Head Baseball Coach*</b>	3040	3100	3353	3421	3488	3559	3630
<b>Assistant Varsity Baseball Coach*</b>	2703	2757	2985	3045	3105	3168	3231
<b>JV Baseball Coach*</b>	2703	2757	2985	3045	3105	3168	3231
<b>7th and 8th Grade Baseball*</b>	2035	2078	2328	2374	2419	2470	2519
<b>Head Track Coach*</b>	2944	3054	3353	3421	3488	3559	3630
<b>Assistant Track Coach*</b>	2703	2757	2985	3045	3105	3168	3231
<b>Jr. High Track Coach*</b>	2703	2757	2985	3045	3105	3168	3231
<b>Assistant Jr. High Track Coach*</b>	1876	1914	2138	2181	2225	2269	2315
<b>Golf Coach*</b>	2035	2076	2328	2374	2421	2470	2519
<b>Softball Coach*</b>	3040	3100	3353	3421	3488	3559	3630
<b>Assistant Softball Coach</b>	2703	2757	2985	3045	3105	3168	3231
<b>JV Softball Coach*</b>	2703	2757	2985	3045	3105	3168	3231

7th and 8th Grade Softball*	2035	2078	2328	2374	2419	2470	2519
Cross Country Coach*	2994	3054	3353	3421	3488	3559	3630
Cross Country Assistant Coach*	2703	2757	2985	3045	3105	3168	3231
Tennis Coach Spring-Boys*	1342	1369	1493	1524	1554	1585	1617
Tennis Coach Fall-Girls*	1342	1369	1493	1524	1554	1585	1617
Football Cheerleader Advisor*	1411	1439	1550	1582	1613	1646	1678
Basketball Cheerleader Advisor*	1411	1439	1550	1582	1613	1646	1678
Freshman Basketball Cheerleader Advisor*	809	826	842	859	877	893	912
Soccer*	3050	3112	3353	3421	3488	3559	3630
Assistant Soccer*	2703	2757	2985	3045	3105	3168	3231

**Exhibit B, Section 2**

Athletic Equipment Aide	1560	1591	1623	1656	1689	1722	1757
Band Director	2822	2878	2935	2994	3053	3115	3177
Debating Director	2822	2878	2935	2994	3053	3115	3177
Assistant Debate Director	2080	2122	2164	2207	2252	2296	2342
Locker Monitor	1080	1101	1123	1146	1169	1192	1216
School Treasurer	2282	2328	2374	2421	2470	2519	2570
Intermediate School Treasurer	1147	1170	1194	1217	1242	1264	1292

**Effective September 1, 2008 - Exhibit C - Clubs/Activities**

<b>Scranton High School Club/Activity</b>	<b>Hours</b>
Art Club	60
Band Club	30
Choral Music	75
Community Service Club	50
Drama Club	75
ECAC Club	15
FBLA	30
French Club	30
German Club	30
Junior Academy of Science	30
Latin Club	30
Letter Club	15
Literary Magazine	50
Medical Club	15
National Art Honor Society	30
National Honor Society	15
Newspaper Club	45
Orchestra Club	60
Pep Club	30
Peer Mediation Club	60
Pond	40
SAAD	20
Scholastic Bowl	15
Senior Class Advisor	75
Ski Club	60
Spanish Club	30
Student Council	15
Student Tutors Club	30
Yearbook	75

<b>West Scranton High School Club/Activity</b>	<b>Hours</b>
Art Club	60
Choral Club	75
Community Service Club	50
Exceptional Child	15
FBLA	30
French Club	30
German Club	30
Health Careers	15
Journalism	40
Junior Academy of Science	30
Junior High Spanish	30
Letter Club	15
Literary Magazine	15
Mock Trial	30
National Honor Society	15
Orchestra Club	94
Peer Mediation	50
Red Cross Club	15
SAAD	20
Scholastic Bowl	15
Senior Counselor	75
Ski Club	60
Spanish Club	30
Spirit Club	30
Student Council	15
Thespian Club	75
Tutors Club	30
Yearbook	75

<b>Northeast Intermediate Club/Activity</b>	<b>Hours</b>
After School Band	40
Art Club	20
Classbook	20
Community Service Club	30
Eighth Grade Advisor	20
Homework Club	60
Junior Academy of Science	30
National Honor Society	15
Newspaper	45
Ski Club	60
Speech	40
Spirit Club	30
Student Council	15
6th Grade Advisor	20
7th Grade Advisor	20

<b>South Intermediate Club/Activity</b>	<b>Hours</b>
Art Club	15
Camera Club	15
Choral Club	30
Community Service Club	30
Cooking Club	10
Literary Magazine	30
Musical Activities	20
National Honor Society	15
Newspaper	45
Peer Mediation Club	50
Photography Club	30
Science Club	30
Ski Club	60
Speech	40
Student Council	15
Yearbook	30

<b>West Intermediate Club/Activity</b>	<b>Hours</b>
<b>Art Club</b>	<b>60</b>
<b>Band Club</b>	<b>40</b>
<b>Choral Club</b>	<b>30</b>
<b>Community Service Club</b>	<b>30</b>
<b>Junior Academy of Science</b>	<b>30</b>
<b>National Honor Society</b>	<b>15</b>
<b>Orchestra Club</b>	<b>30</b>
<b>Ski Club</b>	<b>60</b>
<b>Speech</b>	<b>40</b>
<b>Student Council</b>	<b>15</b>
<b>TV/Broadcasting</b>	<b>25</b>
<b>Yearbook</b>	<b>60</b>

**Exhibit D Coaches Panel**

Eligible Candidates: Coaching Positions shall be open to all candidates, both bargaining and non-bargaining unit members, subject to the conditions of this exhibit D.

**Procedures and Criteria**

**For**

**Weighting Coaching Positions Ranking**

**Coaches Panel:** Criteria and weighting to be used by panel in determining whether a candidate is minimally qualified and, if so, the ranking of applicants for coaching positions in the Scranton School District.

**80 Points Qualifications:**

**30 points** – A. Knowledge of sport rules and regulations

**30 points** – B. Knowledge of coaching techniques

**20 points** – C. Philosophy – goals, program objectives, program uniformity, compatible assistants, and role in selecting

**20 Points Experience & Past Performance:** must be in sport for which application has been made.

**No applicant may be ranked with other applicants for hire who has not attained an average score of 65 points or more.**

**5 Points Seniority:** In addition to the average total points as determined above by the collective coaches panel, 1 point per year up to 5 points shall be added to average score

for each year of teaching service in a bargaining unit position within the Scranton School District this shall be the score used for ranking order.

**With the exception of seniority points all other points represent a range of points with those listed being a maximum in its respective category.**