THE BOARD OF PUBLIC EDUCATION

OF THE SCHOOL DISTRICT OF PITTSBURGH, PENNSYLVANIA

MINUTES

Meeting of: March 29, 2006

Call of the Meeting: Special Legislative Meeting

Members Present: Mr. Brentley, Mrs. Colaizzi, Dr. Dowd,

Mrs. Fink, Mr. McCrea, Mr. Romaniello,

Sr., Mr. Sumpter, Jr. and Mr. Taylor

Via Telephone: Mr. Isler

The following matters were received and acted upon.

Actions taken are recorded following the reports.

THE BOARD OF PUBLIC EDUCATION

PITTSBURGH, PENNSYLVANIA 15213 Administration Building 341 South Bellefield Avenue

SPECIAL LEGISLATIVE AGENDA March 29, 2006

ROLL CALL

COMMITTEE ON HUMAN RESOURCES

1. PFT Professional Contract

[Roll Call]

COMMITTEE ON EDUCATION

- 1. Adoption of a Revised 2006-2007 School Calendar
- 2. Adoption of a 2006-2007 School Calendar for Accelerated Learning Academies

[Roll Call]

NEW BUSINESS

[Roll Call]

HUMAN RESOURCES REPORT OF THE SUPERINTENDENT OF SCHOOLS

From the Superintendent of Schools to
The Board of Public Education

Directors:

Your Committee on Human Resources recommends the adoption of the following salary schedules with accompanying narratives for Teachers and Other Professionals, to be effective July 1, 2005 through June 30, 2007, contingent upon ratification of the Pittsburgh Federation of Teachers.

Respectfully submitted,

Mark Roosevelt Superintendent of Schools

PFTNg2005**

O Note:

*Changes in language in bold and underlined - e.g. the

*Deletions in bold, lined through, and bracketed - e.g. [the]

TERM OF AGREEMENT
JULY 1, 2005 until June 30, 2007

Article 3 - Union Matters

OLD LANGUAGE

5. b. The Superintendent of Schools shall, if requested, meet monthly with representatives of the Federation to discuss matters of educational policy and development and other matters of mutual concern, such meetings to be held at mutually agreeable times.

NEW LANGUAGE

5. b. The Superintendent of Schools shall, if requested, meet monthly with representatives of the Federation to discuss key educational matters of academic achievement and school discipline, school safety, and other issues related to the learning environment. Additionally, educational policy and development, and strategies related to the same will be discussed, as well as other matters of mutual concern. Such meetings are to be held at mutually agreeable times.

Article 12 – Special Education

OLD LANGUAGE

4. b. No more than six (6) students with disabilities shall normally be assigned to a regular academic class without support. Whenever possible, special education support should be provided to related arts classes as determined by the IEP team.

NEW LANGUAGE

4. b. No more than six (6) students with disabilities shall normally be assigned to and included in a regular education academic class, including reading, language arts, math, social studies and science, without support. In addition, the number of students with disabilities in the districts' middle and secondary schools assigned to related arts classes including, but not limited to art, music, library, health and physical education and vocational education classes should be closely monitored by the school counselors and special education ITLs to ensure a proportional representation and blend of both typical students and students with disabilities. Whenever possible and appropriate, special education in-class support should be [provided to] considered for the related arts classes [as determined] by the students' IEP building teams.

Article 12 - Special Education - continued

9. b.

Caseload and Class Size for Special Education

This chart presents the maximum total caseloads, and the number of students permitted in an individual classroom in one class period. The numbers in parentheses in all of the Academic/Life Skills Support Classes shall be considered as averages. A teacher who has students scheduled over the average in one class shall be compensated for by a reduction of students scheduled to another class or other classes to achieve the average. The numbers in parentheses in the Sensory and Communication Support classes shall be absolute maximums.

Type of Service	Itinerant	Resource	Part-time	Full-time
ACADEMIC/LIFE SKILLS SUPPORT PROG	RAMS:			
Gifted Support Learning Support	75 (18) 50 (4)	20 (6) (10)	15E (8) 18S (9)	15 (15) 12E (12) 15S (15)
Life Skills Support	20 (4)	20 (6)	15E (8) 18S (9)	12E (12) 15S (15)
Emotional Support	50 (4)	20 (6)- (10)	15 (10)	12 (12)
Physical Support	50 (4)	15 (6)	12 (6)	12 (12)
Autistic Support	12 (4)	8 (6)	8 (6)	8 (8)
Multiple Disabilities Support	12 (4)	8 (6)	8 (6)	8 (8)
*F:	.]

*First number is caseload/class size. Number in parenthesis is average per period.

SENSORY AND COMMUNICATION SUPPORT PROGRAMS:

Deaf or Hearing-Impaired Support	50 (4)	15 (6)	10 (6)	8 (8)
Blind, Visually-Impaired Support	50 (4)	15 (6)	15 (8)	12 (12)
Speech and Language Support	65 (4)			8 (8)

- c. In addition, caseload size discussions for Early Intervention (EI) will be a focus of continuing discussion between the Federation and Administration.
- d. If it is necessary in a given class period to exceed the class size maximum because of scheduling, a compensating reduction at least equal to the same number of students shall occur within that teaching schedule for some other class period(s) during the school day, so that the average equivalent full-time daily membership shall not exceed the specified maximum equivalent full-time daily membership that is provided under Subsection b.

Article 12 - Special Education - continued

e. The following elementary schools **and secondary** schools organizational patterns are applicable only to the caseload chart and do not reflect data collection procedures and reporting completed by the Program for Students with Exceptionalities for PennData purposes.

Elementary Schools **and Secondary** Program Organizational Patterns

- (1) Itinerant Organization Based on an eight (8) period day, itinerant organizational pattern provides support for exceptional students enrolled in regular classes who spend less than one (1) period per day with a special education teacher.
- (2) Resource Room Organization Based on an eight (8) period day, resource room organizational pattern provides support to exceptional students who spend one (1) to two (2) periods per day with a special education teacher.
- (3) Part-Time Class Organization Based on an eight (8) period day, part-time class organizational pattern provides support for exceptional students enrolled in regular classes who spend three (3) to four (4) periods per day with a special education teacher.
- (4) Full-Time Class Organization Based on an eight (8) period day, full-time class organizational pattern provides support to exceptional students who spend five (5) to eight (8) periods per day with a special education teacher.
 - f. The following middle schools **[and secondary schools]** organizational patterns are applicable only to the caseload chart and do not reflect data collection procedures and reporting completed by the Program for Students with Exceptionalities for PennData purposes.

Middle **Fand Secondary** School Program Organizational Patterns

- (1) Itinerant Organization Based on a seven (7) period day, itinerant organizational pattern provides support for exceptional students enrolled in regular classes who spend less than one (1) period per day with a special education teacher.
- (2) Resource Room Organization Based on a seven (7) period day, resource room organizational pattern provides support to exceptional students who spend one (1) to two (2) periods per day with a special education teacher.
- (3) Part-Time Class Organization Based on a seven (7) period day, part-time class organizational pattern provides support for exceptional students enrolled in regular classes who spend three (3) to four (4) periods per day with a special education teacher.
- (4) Full-Time Class Organization Based on a seven (7) period day, full-time class organizational pattern provides support to exceptional students who spend five (5) to eight (8) periods per day with a special education teacher.

Article 17 - Major Discipline Areas/Learning Environment

NEW LANGUAGE

1. The parties recognize that an essential element in promoting student achievement is the existence of a safe, secure, and orderly learning environment in every school.

The parties commit to the following:

- Ongoing efforts to strengthen and to improve the learning environment in every school
- Regular meetings between Federation and District leadership to identify and address both weaknesses and strengths related to learning environment throughout the District
- Communication to schools and the community that learning environment and academic achievement are the parties' highest educational priorities and must exist simultaneously
- 1. and 2. become 2. and 3.
- 3. c. All incidents of school connected assaults upon students or Board personnel, including teachers, shall be reported to the Superintendent of Schools through the Office of Student Services or the organizational equivalent. The reports shall be available to School Safety. Appropriate procedures shall continue to be established and maintained by the Superintendent of Schools to ensure the completeness of the assault reports. If requested, individual cases will be reviewed with the President of the Federation to the extent permitted by law.

Article 38 – Teacher Vacancy Lists

OLD LANGUAGE

2. Lists shall be posted in all schools and at the Administration Building on December 1, the third school day in January, May 1, May 15, and June 1. A posting will be made only at the Administration Building on June 15 and on or about July 1. Vacancies occurring after the final posting and September 20 need not be posted prior to being filled for the start of the new school year, but either shall be filled consistent with all procedures applying to the filling of posted vacancies or else shall be filled on the same basis as are those vacancies covered under the provisions of Section 3. of this Article.

Article 38 – Teacher Vacancy Lists – continued

NEW LANGUAGE

2. All postings will be on the PPS website. In addition, lists shall be posted in all schools and at the Administration Building on December 1, and the third school day in January, April 15, May 1, May 15, and June 1. A posting will be made [only at the] on the PPS website and at the Administration Building on June 15 and on or about July 1. Vacancies occurring after the final posting [and September 20] need not be posted prior to being filled for the start of the new school year, but either shall be filled consistent with all procedures applying to the filling of posted vacancies or else shall be filled on the same basis as are those vacancies covered under the provisions of Section 3, of this Article.

Article 46 – Secondary School Teaching Schedules and Teaching Day

OLD LANGUAGE

- 1. Teachers in secondary schools shall normally be scheduled to teach five (5) class periods per day. Exceptions shall not be made for arbitrary or capricious reasons, and may occur only for the reasons cited under Section 2. of this Article and subject to all applicable further provisions of this Article.
 - a. The standard secondary school teaching schedule shall be five (5) teaching periods, one (1) duty period, one (1) preparation period and a homeroom or homeroom-time assignment.

NEW LANGUAGE

- 1. Teachers in secondary schools shall normally be scheduled to teach five (5) class periods per day. Exceptions shall not be made for arbitrary or capricious reasons, and may occur only for the reasons cited under Section 2. of this Article and subject to all applicable further provisions of this Article.
 - a. The standard secondary school teaching schedule shall be a homeroom or homeroom-time assignment, five (5) teaching periods, one (1) duty period, one (1) preparation period, and (1) professional period to be used for purposes such as tutoring, professional development, or Advanced Placement preparation.

Article 46 - Secondary School Teaching Schedules and Teaching Day - continued

Section 5.e.

Delete Language – Elimination of AP Preparation Period

5. [e. The one (1) added daily preparation period given to teachers having one (1) or more advanced placement (AP) classes in their teaching schedules, if that preparation period is provided by release from a teaching period rather than release from a duty period, shall be equated with one (1) teaching period for all purposes under this Article.

New Article 70 - Physical Therapists and Occupational Therapists

1. Physical therapists and occupational therapists shall be on the same salary schedule as teachers, shall continue to be eligible for advanced study salary credit, and shall continue to be entitled to participate in all fringe benefits, personnel benefits, and other relevant programs available to teachers. Appropriate Agreement provisions covering teachers shall also cover physical therapists and occupational therapists.

* * * * * *

MEMORANDUM OF UNDERSTANDING

SPECIAL EDUCATION/INCLUSION

Existing Memorandum of Understanding - #2 is new language

- 1. The Board and the Federation agree that for the inclusion process to continue to be effective in Pittsburgh requires that the procedures already in place and the support services currently provided be maintained.
- 2. Every effort should continue to be made to provide regular education and special education teachers with the much needed collaboration and/or common planning time in order to plan and modify instruction, prepare and modify assessments and to analyze data.
- 3. The parties agree to review the recommendations of the "Advisory Council on Inclusive Education" and to cooperate in implementing any recommendation(s) on which there is mutual agreement and for which there are financial resources to do so.

NEW MEMORANDUM OF UNDERSTANDING

EMOTIONAL SUPPORT PROGRAMS AND SERVICES

The Board and the Federation agree that the Board will continue to pursue all Bureau of Special Education/PA Department of Education funding, private sector grant funds and Medicaid/ACCESS funds in order to continue to expand the Emotional Support Therapeutic Classroom model. This model provides for a special education teacher, a para-educator and a full time mental health therapist in the district's part-time Emotional Support classrooms. Currently, this model exists in the district's comprehensive middle schools, one secondary school and seven elementary schools. The Board and the Federation agree that this model has been proven effective in supporting both the academic and behavioral needs of the students assigned to these classrooms, and there is a desire by both parties to continue to expand this model to all Emotional Support programs, K through 12, in the district.

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MEMORANDUM OF UNDERSTANDING

STAFF SELECTION PROCESS; IMPLEMENTATION OF PILOT MODEL; CONTINUED REVIEW AND DEVELOPMENT BY PEP

OLD LANGUAGE:

The parties agree to continue, via the PFT/School District "Professionalism and Education Partnership" (PEP) process and through the PEP Steering Committee, the development of a revamped process for staff selection at schools. Further, a good-faith effort will be made by the parties to conclude the development of that revamped process during the 2000-01 school year. Any revamped staff selection process shall include a provision for input from schools regarding their recommendations to the Office of Human Resources for the placement of teachers who are transferring from one teaching position to another.

- 1. The PEP "Site-Based Staff Selection Subcommittee" and the PEP Steering Committee will finalize, as a pilot, the staff selection model that has already been developed for pilot implementation beginning in the spring of 2001. The pilot will be implemented in no less than twenty (20) schools and no more than twenty-five (25) schools, and it will apply to vacant staff positions at those schools for the 2001-02 school year. Specific schools and levels will be determined by the PEP "Subcommittee," with first preference being given to schools which volunteer to participate in the pilot.
- 2. Any revamped staff selection model, whether a pilot or a full-scale implementation, will include a provision for the direct participation of teachers, together with the principal, in the process of determining which teacher(s) should be recommended to the Office of Human Resources for placement in any position(s) that are vacant at a school where the staff selection process is being utilized.

MEMORANDUM OF UNDERSTANDING

STAFF SELECTION PROCESS; IMPLEMENTATION OF PILOT MODEL; CONTINUED REVIEW AND DEVELOPMENT BY PEP - continued

- 3. Any revamped staff selection model, whether a pilot or a full-scale implementation, will include the following provisions:
 - a. Continuation of the existing interview process applying to new teachers.
 - b. Continuation of the existing interview process applying to new schools and to schools whose status has been completely changed.
 - c. Placement in a regular teaching position at some school of teachers who may be involuntarily transferred due to being excessed from a school, regardless of their participation in any interview process at a school(s).
 - d. Entitlement of teachers to return, without any interview, to a former school from which they had earlier been excessed, so long as they make application to return and fill the first vacancy at that school in the area of certification in which they had previously taught.
 - e. Continuation of the cooperative interaction and work relationship between the PFT and the Office of Human Resources on teacher placements and on the monitoring of any overall teacher placement/staff selection process.
- 4. As part of any pilot and of any finalized staff selection process, the site-based team will include the PFT building representative or his/her designee and at least one (1) elected ITL.
- 5. During the 2001-02 school year, the staff selection model will be revised to reflect what has been learned from the pilot in order to improve its design.
 - a. Thereafter, the model, when mutual agreement and consensus can be reached between the two parties to the PEP process, will be fully implemented throughout the School District, beginning with the staffing process for the 2002-03 school year.
 - b. If no such agreement and consensus are able to be reached, then the first-year pilot, with any mutually agreed upon revisions, shall be implemented again for a second year, and may be expanded if the parties mutually agree. In this case, the second-year pilot, subject to a consensus approval by the PEP Steering Committee, will become the model for a full-scale staff selection process covering all schools, which would become operative for the 2003-04 school year.

(continued)

MEMORANDUM OF UNDERSTANDING

STAFF SELECTION PROCESS; IMPLEMENTATION OF PILOT MODEL; CONTINUED REVIEW AND DEVELOPMENT BY PEP - continued

NEW LANGUAGE

The Staff Selection Team must interview the top 25% of the most senior applicants along with 25% of the applicants who are displaced and are selected at random by Human Resources (reduced by any who are already part of the senior applicant pool to be interviewed). If the Staff Selection team wishes to interview more applicants, then they must interview all the applicants. As an alternative, the Staff Selection team always has the choice to opt out of the process and select the most senior applicant.

This provision shall not apply to positions that have ten applicants or fewer. In those cases, the team may select the most senior applicant or all applicants must be interviewed.

Process:

- a. <u>Staff Selection Teams may select the most senior person without an</u> interview.
- b. <u>Teams interview the most senior and displaced applicants in accord with the percentages stated in the proposal.</u>
- c. If a candidate is not selected through the process identified in B., the team must then interview all of the rest of the candidates.

NEW MEMORANDUM OF UNDERSTANDING

PFT/SCHOOL DISTRICT HEALTH CARE COST CONTAINMENT COMMITTEE

The Federation and the District recognize that health care cost containment is of mutual importance to both parties. Accordingly, a collaboration on health care cost containment shall be established.

The committee will meet on no less than a quarterly basis, but more frequently if needed. To the extent the committee is able to reach agreement on health care issues, such agreement shall be reduced to writing and recommended for consideration by the Superintendent and the Board of Directors.

The committee shall convene immediately upon ratification of the contract settlement and shall be comprised of an equal number of PFT and District representatives, unless mutually agreed otherwise. The first issue to be considered by the parties shall be the possibility of introducing a new PPO plan in consideration of the elimination of the POS plan effective January 1, 2007.

Both parties may submit issues for deliberation by the committee.

MEMORANDUM OF UNDERSTANDING

Professionalism and Education Partnership (PEP) Agenda Items

The following items have been identified as having mutual importance to the District and the Federation. Accordingly, they are proposed to be addressed as indicated below.

Instructional Teacher Leaders

No change in existing language through June 30, 2007. The ITL program shall be identified as an agenda item for the Professionalism and Education Partnership (PEP), with the goal of enhancing the effectiveness of the ITL program and implementing changes at the start of the 2007-2008 school year.

Incentives to Work at Low Performing Schools

The development of incentives to work at low performing schools shall be identified as an agenda item for the Professionalism and Education Partnership (PEP), with the goal of implementing incentives for the start of the 2007-2008 school year.

Instructional Time

The parties recognize instructional time is essential to student achievement and that developing strategies to increase it is desirable. Accordingly, this will be a Professionalism and Education Partnership (PEP) agenda item to be addressed in good faith by the parties.

Internal School Restructuring

No change in the existing language through June 30, 2007. Article 50 is identified as an agenda item for the Professionalism and Education Partnership (PEP).

Editorial/Clarification

Pittsburgh Federation of Teachers PFT/PPS Teachers/Professionals Agreement 7-1-2005 through 6-30-2007

SECTION #2

Editorial Changes or Clarification of Existing Language

*Changes in language in bold and underlined – e.g. <u>the</u>
*Deletions in bold, lined through, and bracketed – e.g. <u>{the}</u>

Article 16 - Middle Schools Interdisciplinary Teaching Teams

1. During the term of this Agreement, the Board agrees to assign five (5) full-time teachers, or the equivalent, to each middle school's academic interdisciplinary teaching team, one (1) of whom shall be a full-time **Freading** communications teacher.

Article 37 – Personnel File Procedures

2. Upon written request by the teacher to the appropriate [Assistant Director of Human Resources] staff person, made personally or through the mails, the teacher, on proper identification, will be permitted to examine the material in his/her personnel file, such examination to take place at a mutually agreeable time and in the presence of a personnel officer. The teacher shall not ask to examine any preemployment information contained in the file. The teacher shall indicate in writing that he/she has examined his/her file.

Article 39 – Transfer Application Procedures

- 1. A teacher as defined for purposes of transfer shall be any person who is on the teacher salary schedule as a regular employee whose initial appointment was made from an eligibility list.
- 2. [To be eligible for transfer, a teacher must be properly certificated, have the qualifications required for the position, have completed three (3) years of service with the Pittsburgh Public Schools subsequent to appointment from an eligibility list, and have a satisfactory performance record.]
- 2. Requests for transfer must be submitted [in-person at the Administration Building, Human Resources, on forms provided by the Superintendent of Schools. They may be submitted at any time, but to be considered for the following school semester, all requests must be submitted no later than the fifth day following the posting of any list.] in accordance with current school district procedure.
- 3. [Requests for transfers may include schools and positions not on the vacancy list.]

Article 39 - Transfer Application Procedures - continued

- 4. Teachers who desire to transfer to another building may make this request by listing not more than two (2) choices of schools in order of preference. Preferences for grade(s) and subject(s) may be indicated.
- 3. Human Resources and the Federation will continue to cooperate in the processing, communication, and disposition of transfer applications of experienced teachers and in the assignment of displaced teachers. The parties agree to improve the coordination of the assignment of displaced teachers, as per Article 30, Building Seniority and Voluntary or Involuntary Transfers of Teachers, Section 7.d., and the assignment of newly hired teachers with the provisions of this Article.
- 4. All transfers shall be made by Human Resources. No Board-initiated transfer shall be made for arbitrary or capricious reasons. Posting of teacher vacancy lists is for the purpose of informing teachers of available vacancies and does not constitute any offer or guarantee of transfer since it is necessary for Human Resources to consider several additional factors in making its final decision concerning filling of vacancies.

Article 40 – Promotional Opportunities

- 3. The posting of promotional opportunities will be at all schools, **[and]** at the Administration Building, and on the PPS website.
- 5. Promotional opportunities for September 1 and February 1, that become known after June 1 and the third school day in January respectively, will be posted at the Administration Building **[enly]** and on the PPS website. These postings will be done for June 15 and July 1 insofar as the period after June 1 is concerned. The one (1) week period normally allowed before filling a position need not be observed after the July 1 and the third school day in January postings, or when an emergency or unexpected opening occurs, if that opening must be immediately filled.
- 7. Teachers who apply for promotional opportunities shall receive **[written notice] [electronic and] electronically printed confirmation** from Human Resources of the receipt of their applications.

Article 41 - Professional Opportunities

- Professional opportunities available to teachers within a given school will be announced to all teachers by posting on the bulletin board. This is intended to include (but not be limited to) [coaching,] various extracurricular and intramural assignments within the school, and faculty manager of athletics, regardless of whether these are paid or time-compensated assignments.
- 4. Professional opportunities available to teachers citywide will be posted in all schools for at least two (2) weeks prior to being filled. Such opportunities will include, but not be limited to, summer school, evening school, curriculum work, adult basic education, similar educational programs, coaching {(when no qualified teacher applies from within the school where the vacancy exists)}, and special program opportunities. Assignments to citywide-posted professional opportunities shall continue to be for a one (1) year period.

Editorial/Clarification

Pittsburgh Federation of Teachers PFT/PPS Teachers/Professionals Agreement 7-1-2005 through 6-30-2007

Article 42 - Coaching Vacancies

- 2. When there is a coaching vacancy at a school, the coaching position will be posted citywide **[and not just at the school where the vacancy exists]** in order for a qualified teacher at any school across the city to have the opportunity to apply.
- 4. **[Teachers-who transfer voluntarily will not retain coaching assignments at their former schools.]** If **[, however]** a teacher **[transfers or]** is transferred involuntarily, he/she will be permitted to retain his/her coaching assignment at the original school if his/her schedule at the new school need not be altered in order for the assignment to be fulfilled.

PART D

Article 44 - General Teaching Day, Workday, and Length of Day Provisions

- 8. [The length of the workday for teachers at Connelley Technical Institute and Adult Education Center is defined in Article 79, Connelley Technical Institute and Adult Education Center.]
- 8. The length of the workday for school nurses and dental hygienists shall be eight (8) hours, including the lunch period.
- 9. The length of the workday for counselors, social workers, developmental advisors, attendance officers and psychologists, including chairpersons, shall be eight (8) hours, including the lunch period. (Procedures for times when social workers are appearing in court or are on other out-of-school assignments may continue to be handled as during the term of previous Agreements, but shall be handled consistent with the changes adopted by the parties when revising the Pupil Services program and structure through the agreement reached under the PFT-School Board Teacher Professionalism Project, now Professionalism and Education Partnership.)
- 10. The length of the workday for school psychologists shall be eight (8) hours, including a one-half (1/2) hour lunch period.
- 11. The length of the workday for coordinators who are assigned to schools shall be eight (8) hours, including a one-half (1/2) hour lunch period.
- 12. The length of workday for [Professional Development Assistants, Head Start Nutrition Advocate, Head Start Health Specialists, and Preschool Teachers, Level II, shall continue as established.] Preschool Level II Teachers (including Pre-Kindergarten Teachers, Replacement Teachers, Coaches), Family Services Specialists, Special Services Coordinators, Parent Involvement Volunteer Coordinator, Health Coordinator, Nutrition Specialists, shall continue to be six (6) hours and fifty-five (55) minutes daily, including a forty-five (45) minute lunch period each day.

Article 46 – Secondary School Teaching Schedules and Teaching Day

- 3. Teachers in middle schools shall normally be scheduled as follows:
 - a. Teachers shall normally be scheduled to teach five (5) teaching periods per day **[or the modular equivalent of five (5) teaching periods]**, plus one (1) period **[or the modular equivalent of one (1) period]**, to be utilized, by way of example but not by way of limitation, for the following purposes: directed activities, in-service training, planning, conferences, tutorial work, duties, study assistance, etc. Exceptions shall not be made for arbitrary or capricious reasons, and may only occur as provided under Section 2. of this Article.
 - c. A minimum of five (5) teaching periods per week [or the modular equivalent] shall be available to each teacher as preparation time. Daily preparation time of one (1) period [or the modular equivalent in consecutive mods] shall be assigned to all teachers insofar as can be accommodated in the preparation of teacher schedules. [In addition, where modular scheduling is involved, no fewer than two (2) consecutive mods shall be scheduled on any day as preparation time in the regular schedule for any teacher.]

Article 53 - Duration of School Year

2. The provisions of this Article shall cover special schools and preelementary schools, insofar as is applicable under ten (10) month school programs. [Connelley Technical Institute and Adult Education Center is covered under the provisions of Article 79, Connelley Technical Institute and Adult Education Center.]

Article 54 – Snow and Other Emergency Days

5. [For provisions related to snow days at Connelley, see Article 79, Connelley Technical Institute an Adult Education Center.]

Article 89 — [Head Start] <u>Pre-Kindergarten Programs</u> and Special Education Salary Schedules

- 1. Preschool Level II Teachers [Head Start Teachers] (Pre-Kindergarten Teachers, Replacement Teachers, and Coaches)
- 3. [Family Advocates, Nutrition Advocates, Disabilities/Mental Health Assistants, Social Services Assistants, Parent Involvement Assistants, Health/Nutrition Assistants, Professional Development Assistants (includes former Head Start Partner Teachers), and Parent Services Assistants
- 3. <u>Family Services Specialists, Special Services Coordinators, Parent Involvement Volunteer Coordinator, Health Coordinator, and Nutrition Specialist</u>

Article 97 – Salary Schedules for Psychologists

2. [The Counselors and Social Workers Salary Schedules as provided in Articles 96 and 98 shall be able to be utilized in the setting of entry salaries for a psychologist who is hired from outside the school system directly into a position as a school psychologist. Such a psychologist may be placed at the applicable step in accordance with established salary schedule placement procedures already in effect.]

Article 111 - Teachers/Professionals Increment (TPI)

 The Teachers/Professionals Increment (TPI) applies after five (5) years at step 10 or after fourteen (14) years of teaching <u>fin Pittsburgh</u> with the School District of Pittsburgh, whichever first occurs.

Supplemental Pay Rates and Related Items

Supplemental Pay Rates

Increase all supplemental pay rates --- i.e., after-school/evening teaching and workshops hourly rate, faculty managers, intramurals, extracurricular activities, etc., by **2.7%** commencing September 2006

Coaching Salaries

Increase coaching salaries by **2.7%** commencing September 2006.

Compensation for Lack and Loss of Preparation Periods

- \$13.25 per compensable period, through 2005-2006 school year
- \$13.61 per compensable period, commencing 2006-2007 school year

Activities Tied to "After-School/Evening Teaching and Workshops" Hourly Rate

After-School/Evening Teaching and Workshops Hourly Rate (formerly evening school and workshops hourly rate): Workshops; Music Activities' 100 Hours (Choir Directors, Band and Orchestra Directors); Summer Band Camp; After School and Evening School; and Other Activities

- \$22.71/hour, through 2005-2006 school year
- **\$23.32**/hour, commencing 2006-2007 school year

Extracurricular Activities Hourly Rate

- \$16.46/hour, through 2005-2006 school year
- \$16.90/hour, commencing 2006-2007 school year

Intramurals and Faculty Managers Hourly Rate

- \$23.93/hour, through 2005-2006 school year
- \$24.58/hour, commencing 2006-2007 school year

Bachelor's Degree

<u>Ju</u>	June 2004 September 2005		Septe	<u>mber 2006</u>	
1-	\$ 35,500	1-	\$ 35,500	1-	\$ 35,500
2- 3-	37,900 39,400	2- 3-	37,900 39,400	2- 3-	37,900 39,400
4-	40,500	4-	40,500	4-	40,500
5- 6-	41,700 43,400	5- 6-	41,700 43,400	5- 6-	41,700 43,400
7-	44,900	7-	44,900	7-	44,900
8-	46,100	- 8-	46,100	8-	46,100
9-	47,200	9-	47,200	9-	47,200
10-	66,500	10-	66,500	10-	69,500

Master's Degree, Master's Equivalent, Bachelor's + 30 Credits

<u>June 2004</u>		<u>Septem</u>	September 2005		September 2006	
1-	\$ 37,500	1-	\$ 37,500	1-	\$ 37,500	
2-	40,000	2~	40,000	2-	40,000	
3-	41,900	3-	41,900	3-	41,900	
4-	43,100	4-	43,100	4-	43,100	
5-	44,600	5-	44,600	5-	44,600	
6-	46,000	6-	46,000	6-	46,000	
7-	47,100	7-	47,100	7-	47,100	
8-	48,200	8-	48,200	8-	48,200	
9-	49,300	9-	49,300	9-	49,300	
10-	70,500	10-	70,500	10-	73,500	

Counselors Salary Schedule

Master's Degree, M. Equivalent, Bachelor's + 30 Credits Salary Schedule Regular 192-Day School Year*

June 2004		September 2005		September 2006	
\$ 37,800	1-	\$ 37,800	1-	\$ 37,800	
40,300	2-	40,300	2-	40,300	
42,200	3-	42,200	3-	42,200	
43,400	4-	43,400	4-	43,400	
44,900	5-	44,900	5-	44,900	
46,300	6-	46,300	6-	46,300	
47,400	7-	47,400	7-	47,400	
48,500	8-	48,500	8-	48,500	
49,600	9-	49,600	9-	49,600	
70,800	10-	70,800	10-	73,800	
71,100	11-	71,100	11-	74,100	
71,400	12-	71,400	12-	74,400	
71,700	13-	71,700	13-	74,700	
72,300	14-	72,300	14-	75,300	
	\$ 37,800 40,300 42,200 43,400 44,900 46,300 47,400 48,500 49,600 70,800 71,100 71,400 71,700	\$ 37,800 1- 40,300 2- 42,200 3- 43,400 4- 44,900 5- 46,300 6- 47,400 7- 48,500 8- 49,600 9- 70,800 10- 71,100 11- 71,400 12- 71,700 13-	\$ 37,800	\$ 37,800	

^{*}Counselors work year is either 195 days (192 days + 3 additional pro-rata-paid days --- elementary and middle school counselors) or 202 days (192 days + 10 additional pro-rata-paid days --- high school counselors). The seven (7) additional workdays for high school counselors will commence for the 2004-05 school year. The counselors workday continues to be eight (8) hours.

Psychologists Salary Schedule

Master's Degree, M. Equivalent, Bachelor's + 30 Credits Salary Schedule Regular 192-Day School Year*

<u>ıber 2006</u>	Septen	<u>June 2004</u> <u>September 2005</u>		Ju	
\$ 44,900	1-	\$ 44,900	1-	\$ 44 ,900	1-
46,300	2-	46,300	2-	46,300	2-
47,400	3-	47,400	3-	47,400	3-
48,500	4-	48,500	4-	48,500	4-
49,600	. 5-	49,600	5-	49,600	5-
73,800	6-	70,800	6-	70,800	6-
74,100	7-	71,100	7-	71,100	7-
74,400	8-	71,400	8-	71,400	8-
74,700	9-	71,700	9-	71,700	9-
75,300	10-	72,300	10-	72,300	10-

^{*}Extra workdays/workweeks during the summer will be paid pro rata at the annual salary rate in effect at the time the psychologist is working.

Social Workers Salary Schedule

Master's Degree, M. Equivalent, Bachelor's + 30 Credits Salary Schedule Regular 192-Day School Year*

<u>Ju</u>	<u>June 2004</u> <u>September 2005</u>		Septen	<u>ıber 2006</u>	
1-	\$ 37,800	1-	\$ 37,800	1-	\$ 37,800
2-	40,300	2-	40,300	2-	40,300
3-	42,200	3-	42,200	3-	42,200
4-	43,400	4-	43,400	4-	43,400
5-	44,900	5-	44,900	5-	44,900
6-	46,300	6-	46,300	6-	46,300
7-	47, 4 00	7-	47,400	7-	47,400
8-	48,500	8-	48,500	8-	48,500
9-	49,600	9-	49,600	9-	49,600
10-	70,800	10-	70,800	10-	73,800
11-	71,100	11-	71,100	11-	74,100
12-	71,400	12-	71,400	12-	74,400
13-	71,700	13-	71,700	13-	74,700
14-	72,300	14-	72,300	14-	75,300

^{*}Social Workers work year is 195 days. The three (3) extra days (in addition to the regular 192 days), occurring immediately prior to the start of each new school year, are paid pro rata at the annual 192-day salary rate in effect for the new school year. The workday is eight (8) hours.

Social Workers on Bachelor's Degree Salary Schedule (all are at top step)

June 2004	September 2005	September 2006	
\$67,400	\$67,400	\$70,400	

School Nurse Practitioners and Dental Hygienists Salary Schedule

Bachelor's Degree Salary Schedule Regular 192-Day School Year*

<u>J</u> u	<u>une 2004</u>	September 2005		<u>Septen</u>	<u>ıber 2006</u>
1-	\$35,800	1-	\$35,800	1-	\$35,800
2-	38,200	2-	38,200	2-	38,200
3-	39,700	3-	39,700	3-	39,700
4-	40,800	4-	40,800	4-	40,800
5-	42,000	5-	42,000	5-	42,000
6-	43,700	6-	43,700	6-	43,700
7-	45,200	7-	45,200	7-	45,200
8-	46,400	8-	46,400	8-	46,400
9-	47,500	9-	47,500	9-	47,500
10-	66,800	10-	66,800	10-	69,800
11-	67,100	11-	67,100	11-	70,100
12-	67,400	12-	67,400	12-	70,400

^{*}School nurse practitioners and dental hygienists work year is 195 days. The workday is eight (8) hours. The three (3) extra days (in addition to the regular 192 days), occurring immediately prior to the start of each new school year, are paid pro rata, at the annual 192-day salary rate in effect for the new school year.

School Nurse Practitioners and Dental Hygienists Salary Schedule

Master's Degree, M. Equivalent, Bachelor's + 30 Credits Salary Schedule Regular 192-Day School Year*

<u>June 2004</u>		<u>Septem</u>	<u>iber 2005</u>	Septem	<u> 1ber 2006</u>
1-	\$ 37,800	1-	\$ 37,800	1-	\$ 37,800
2-	40,300	2-	40,300	2-	40,300
3-	42,200	3-	42,200	3-	42,200
4-	43,400	4-	43,400	4-	43,400
5-	44,900	5-	44,900	5-	44,900
6-	46,300	6-	46,300	6-	46,300
7-	47,400	7-	47,400	7-	47,400
8-	48,500	8-	48,500	8-	48,500
9-	49,600	9-	49,600	9-	49,600
10-	70,800	10-	70,800	10-	73,800
11-	71,100	11-	71,100	11-	74,100
12-	71,400	12-	71,400	12-	74,400
13-	71,700	13-	71,700	13-	74,700
14-	72,300	14-	72,300	14-	75,300

^{*}School nurse practitioners and dental hygienists work year is 195 days. The workday is eight (8) hours. The three (3) extra days (in addition to the regular 192 days), occurring immediately prior to the start of each new school year, are paid pro rata, at the annual 192-day salary rate in effect for the new school year.

School to Work Transition Teachers Salary Schedule

Master's Degree, M. Equivalent, Bachelor's + 30 Credits Salary Schedule Basic Salary Schedules applying to Regular 192-Day School Year*

<u>Ju</u>	ne 2004	<u>e 2004</u> <u>September 2005</u>		<u>Septen</u>	<u>ıber 2006</u>
1-	\$ 40,300	1-	\$ 40,300	1-	\$ 40,300
2-	42,200	2-	42,200	2-	42,200
3-	43,400	3-	43,400	3-	43,400
4-	44,900	4-	44,900	4-	44,900
5-	46,300	5-	46,300	5-	46,300
6-	47,400	6-	47,400	6-	47,400
7-	48,500	7-	48,500	7-	48,500
8-	49,600	8-	49,600	8-	49,600
9-	70,800	9-	70,800	9-	73,800

^{*}Extra workday(s)/workweek(s), if any, will be paid pro rata, at the annual salary rate in effect at the time the school to work transition teacher is working. The workday is eight (8) hours.

The Board, at its March 22, 2006 Legislative Meeting, voted to eliminate this program.

Staff Development and Technology Support Specialist Instructional and Program Advisor for Early Intervention Other 12-Month/Calendar-Year Professionals

Bachelor's Degree

ַ	June 2004 September 2005		June 2004 September 20		<u>Sep</u>	<u>tember 2006</u>
1-	\$ 44,950	1-	\$ 44,950	1-	\$ 44,950	
2-	46,400	2-	46,400	2-	46,400	
3-	47,600	3-	47,600	3-	47,600	
4-	48,700	4-	48,700	4-	48,700	
5-	68,000	5-	68,000	5-	71,000	

Master's Degree, Master's Equivalent, Bachelor's + 30 Credits

<u>June 2004</u>		September 2005		September 2006	
1-	\$ 47,550	1-	\$ 47,550	1-	\$ 47,550
2-	48,500	2-	48,500	2-	48,500
3-	49,700	3-	49,700	3-	49,700
4-	50,800	4-	50,800	4-	50,800
5-	73,100	5-	73,100	5-	76,100

Adjunct Teachers Salary Schedules and Hourly Rates

	June 2004	<u> </u>	September 2005	<u> </u>	September 2006
1-	\$35,500/\$30.05	1-	\$35,500/\$30.05	1-	\$35,500/\$30.05
2-	37,900/ 32.08	2-	37,900/ 32.08	2-	37,900/ 32.08
3-	39,400/ 33.35	3-	39,400/ 33.35	3-	39,400/ 33.35
4-	40,500/ 34.29	4-	40,500/ 34.29	4-	40,500/ 34.29
5-	41,700/ 35.30	5-	41,700/ 35.30	5-	41,700/ 35.30
6-	43,400/ 36.74	6-	43,400/ 36.74	6-	43,400/ 36.74
7-	44,900/ 38.01	7-	44,900/ 38.01	7-	44,900/ 38.01
8-	46,100/ 39.03	8-	46,100/ 39.03	8-	46,100/ 39.03
9-	50,550/ 42.79	9-	50,550/ 42.79	9-	50,550/ 42.79
10-	56,200/ 47.58	10-	56,200/ 47.58	10-	58,600/ 49.61

The hourly rate for adjunct teachers continues to be determined by dividing the applicable annual salary amount by 1181.25 = 6.25 hours/day x 189 days).

Preschool Salary Schedules

Sign Language Interpreter, Certified Occupational Therapy Assistant (COTA), Physical Therapy Assistant (192-day school year)

<u>June 2004</u>		September 2005		September 2006	
1-	\$ 25,400	1-	\$ 25,400	1-	\$ 25,400
2-	27,150	2-	27,150	2-	27,150
3-	28,700	3-	28,700	3-	28,700
4-	31,700	4-	31,700	4-	31,700
5-	32,900	5-	32,900	5-	32,900
6-	34,600	6-	34,600	6-	36,100

Family Services Specialists, Special Services Coordinators, Parent Involvement Volunteer Coordinator, Health Coordinator, Nutrition Specialist (192-day school year)

The first three (3) steps of these Salary Schedules continue to be the same as the first three (3) steps of the Bachelor's Degree Salary Schedule for Teachers.

<u>June 2004</u>		September 2005		September 2006	
1-	\$ 35,500	1-	\$ 35,500	1-	\$ 35,500
2-	37,900	2-	37,900	2-	37,900
3-	39,400	3-	39,400	3-	39,400
4-	42,250	4-	42,250	4-	42,250
5-	43,450	5-	43,450	5-	43,450
6-	46,000	6-	46,000	6-	48,000

Preschool Level II Teachers

(Pre-Kindergarten Teachers, Replacement Teachers, and Coaches)

Bachelor's Degree

<u>June 2004</u>		September 2005		September 2006	
1-	\$31,000	1-	\$31,000	1-	\$31,000
2-	34,000	2-	34,000	2-	34,000
3-	37,000	3-	37,000	3-	37,000
4-	40,000	4-	40,000	4-	40,000
5-	41,200	5 -	41,200	5-	41,200
6-	42,400	6-	42,400	6-	42,400
7-	43,700	7-	43,700	7-	43,700
8-	45,100	8-	45,100	8-	45,100
9-	46,500	9-	46,500	9-	46,500
10-	48,000	10-	48,000	10-	50,200

Master's Degree, Master's Equivalent, Bachelor's + 30 Credits

<u>June 2004</u>		September 2005		September 2006	
1-	\$32,700	1-	\$32,700	1-	\$32,700
2-	35,700	2-	35,700	2-	35,700
3-	38,700	3-	38,700	3-	38,700
4-	42,800	4-	42,800	4-	42,800
5-	44,100	5-	44,100	5-	44,100
6-	45,400	6-	45,400	6-	45,400
7-	46,800	7-	46,800	7-	46,800
8-	48,200	8-	48,200	8-	48,200
9-	49,600	9-	49,600	9-	49,600
10-	51,100	10-	51,100	10-	53,300

Preschool Early Intervention Special Education Teachers Bachelor's Degree

<u>e 2004</u>	September 2005		September 2006	
\$32,000	1-	\$32,000	1-	\$32,000
35,000	2-	35,000	2-	35,000
38,000	3-	38,000	3-	38,000
41,000	4-	41,000	4-	41,000
42,200	5-	42,200	5-	42,200
43,400	6-	43,400	6-	43,400
44,700	7-	44,700	7-	44,700
46,100	8-	46,100	8-	46,100
47,500	9-	47,500	9-	47,500
49,000	10-	49,000	10-	51,200
	35,000 38,000 41,000 42,200 43,400 44,700 46,100 47,500	\$32,000 1- 35,000 2- 38,000 3- 41,000 4- 42,200 5- 43,400 6- 44,700 7- 46,100 8- 47,500 9-	\$32,000 1- \$32,000 35,000 2- 35,000 38,000 3- 38,000 41,000 4- 41,000 42,200 5- 42,200 43,400 6- 43,400 44,700 7- 44,700 46,100 8- 46,100 47,500 9- 47,500	\$32,000 1- \$32,000 1- 35,000 2- 35,000 2- 38,000 3- 38,000 3- 41,000 4- 41,000 4- 42,200 5- 42,200 5- 43,400 6- 43,400 6- 44,700 7- 44,700 7- 46,100 8- 46,100 8- 47,500 9- 47,500 9-

Master's Degree, Master's Equivalent, Bachelor's + 30 Credits

June 2004		September 2005		September 2006	
1-	\$33,700	1-	\$33,700	1-	\$33,700
2-	36,700	2-	36,700	2-	36,700
3-	39,700	3-	39,700	3-	39,700
4-	43,800	4-	43,800	4-	43,800
5-	45,100	5-	45,100	5-	45,100
6-	46,400	6-	46,400	6-	46,400
7-	47,800	7-	47,800	7-	47,800
8-	49,200	8-	49,200	8-	49,200
9-	50,600	9-	50,600	9-	50,600
10-	52,100	10-	52,100	10-	54,300

Full-Time Substitute Teachers Salary Schedules

June 2004		September 2005		September 2006	
1-	\$ 34,800	1-	\$ 34,800	1-	\$ 34,800
2-	35,500	2-	35,500	2-	35,500
3-	37,900	3-	37,900	3-	37,900

Step 1 of the 3-step full-time substitute teachers salary schedule continues to be \$700 less than step 1 of the Bachelor's Degree salary schedule for regular teachers.

Steps 2 and 3 of the 3-step full-time substitute teachers salary schedule continue to correspond to steps 1 and 2 of the Bachelor's Degree salary schedule for regular teachers.

Day-To-Day Substitute Teachers Daily Pay Rates

1. Daily rates for certified day-to-day substitute teachers who work an unrestricted number of days:

<u>June 2004</u>	September 2005	September 2006	
\$100.00	\$100.00	\$100.00	

Daily rates for day-to-day substitute teachers who have worked at least forty (40) days during each of the preceding two (2) consecutive semesters:

<u>June 2004</u>	September 2005	September 2006
\$131.00	\$131.00	\$131.00

2. Daily rates for certified day-to-day substitute school nurses and certified day-to-day substitute Licensed Practical Nurse instructors:

<u>June 2004</u>	September 2005	September 2006
\$137.50	137.50	\$137.50

3. Daily rates for noncertified day-to-day substitute school nurses and noncertified day-to-day substitute Licensed Practical Nurse instructors:

<u>June 2004</u>	September 2005	September 2006
\$119.50	\$119.50	\$119.50

Salary Schedules For Coaching

The salary schedules for coaching at the senior high school level and at the middle school level, for coaches of boys' sports and for coaches of girls' sports, shall be as follows:

Total Pay Per Season

1.	Senior High Schools (Boys' Sports)	Through 2005-2006	Effective 2006-2007
	Football		
	Head Coach	\$ 6,498	\$ 6,673
	1st Assistant Coach	4,587	4,711
	2nd & 3rd Assistant Coaches	3,358	3,449
	4th & 5th Assistant Coaches [®]	2,637	2,708
	Basketball		
	Head Coach	6,498	6,673
	Assistant Coach	4,258	4,373
	Baseball	ŕ	-
	Head Coach	4,041	4,150
	Assistant Coach	2,623	2,694
	Track		
	Head Coach	3,574	3,670
	Assistant Coach	2,623	2,694
	Swimming	3,466	3,560
	Volleyball	3,466	3,560
	Wrestling		-
	Head Coach	3,808	3,911
	Assistant Coach	2,622	2,693
	Soccer	·	•
	Head Coach	2,898	2,976
	Assistant Coach ^o	1,976	2,029
	Cross-Country (Coeducational)		•
	Head Coach	2,084	2,140
	Assistant Coach [©]	1,512	1,553
	Tennis	1,921	1,973
	Golf (Coeducational)	1,921	1,973
	•	,	,

^oA fifth assistant football coach will continue to be employed at high schools where, for the previous football season, there were 65 or more student participants on the eligibility card as of the first game of the regular season.

^oA junior varsity program must be maintained in order to have an assistant coach.

Salary Schedules For Coaching (continued)

Total Pay Per Season

		Through 2005-2006	Effective 2006-2007
2.	Senior High Schools (Girls' Sports)		
	Basketball Head Coach	\$ 6,498	\$ 6,673
	Assistant Coach	4,258	4,373
	Track	•	,
	Head Coach	3,574	3,670
	Assistant Coach	2,623	2,694
	Softball		
	Head Coach	4,041	4,150
	Assistant Coach	2,623	2,694
	Soccer Head Coach	2,898	2,976
	Assistant Coach®	1,976	2,029
	Swimming	3,466	3,560
	Volleyball	3,466	3,560
	Tennis	1,921	1,973
3.	Middle Schools (Boys' Sports)	•	
	Basketball [®]	2,405	2,470
	Wrestling	2 , 404	2,469
	Swimming	1,921	1,973
	Softball [©]	1,818	1,867
	Soccer®	1,779	1,827
	Volleyball	1,586	1,629
4	Cross-Country (Coeducational) [©]	1,586	1,629
4.	Middle Schools (Girls' Sports) Basketball®	2,405	2,470
	Swimming	1,921	1,973
	Softball [®]	1,818	1,867
	Soccer®	1,779	1,807
		•	•
	Volleyball	1,586	1,629

 $^{{}^{\}scriptscriptstyle \text{\tiny Φ}}\!\text{A}$ junior varsity program must be maintained in order to have an assistant coach.

[®]Magnet Middle Schools included.

Article 32 — Individualized Education Programs (IEPs)

ADD a new item: 1.g. – IEP Writing Time

g. Beginning with the 2006-2007 school year, if specific, ear-marked funding for IEP writing is not available from the Bureau of Special Education, PA Department of Education, the district will provide each special education teacher who has the responsibility for developing IEPs for students in their classroom or on their caseload with seven (7) hours of IEP writing time per school year at the standard teacher workshop rate. IEP development and writing hours are to be completed outside of the standard school day. All IEP development and writing as a part of this activity must take place between August 15th and June 15th of the school year for which payment is being requested. All requests for payment must be approved by the building Principal or the special education teacher's immediate supervisor and must be submitted annually no later than June 30th.

<u>Article 84 – Rehabilitation Personnel</u>

- 1. The work year for <u>vocational</u> rehabilitation [counselors] advisors will be 202 days (192 days + 10 additional pro-rata-paid days).
- 2. Vocational rehabilitation advisors for **[the handicapped] students with disabilities** who have completed the sixty (60) credit Master's Degree program in rehabilitation teaching/counseling shall continue to be placed on the Master's Degree plus thirty (30) credits salary schedule.

Article 112 - Advanced Study Salary Credit

Bachelor's Degree

Bachelor's + 10 Credits --- **\$ 300** Bachelor's + 20 Credits --- **\$ 500**

Master's Degree

Master's/M Equivalent + 10 Credits	\$ 300
Master's/M Equivalent + 20 Credits	\$ 500
Master's + 30 Credits	\$ 700
Master's + 40 Credits	\$ 900
Master's + 50 Credits	\$1100
Master's + 60 Credits	\$1300
Doctorate	\$ 1600 °
NBPTS Certification	\$ 4600

(increased by \$100 from Bachelor's + 10 credits to Master's + 60 credits)

[©] Certain Earned Doctorates stay at \$2000/year.

Article 114 - Extended Teaching Day Salary Differential

• Increase extended teaching day differential to \$2300/year, commencing September 1, 2006 (currently \$2200).

<u>Article 130 – Severance Pay</u> (change in 4.d.)

- 4. For retirees, payment for unused accumulated sick leave and personal leave days shall be as follows:
 - a. Accumulation of sick leave days is without limit for purposes of severance pay computation.
 - b. Retirees shall be entitled to payment for one-half ($\frac{1}{2}$) of their unused accumulated sick leave days.
 - c. The rate per accumulated sick leave day (as determined in 4.b above) shall be as follows:
 - 28% of daily rate of Step 10 of the Master's Degree, Master's Equivalent, Bachelor's Degree + 30 Credits Salary Schedule, (Daily rate = Step 10 of M.A./B.A. + 30 Salary schedule ÷ 192)
 - d. **Until the first day of the 2006-2007 school year,** retirees may elect as an alternative to have their severance pay **[payment]** based on their years of service in the Pittsburgh Public Schools, at the rate of one and one-half (1 ½) days per year of service. There shall continue to be no maximum on the number of years of service.

Articles 137, 138 – Two (2) Health Care Coverage Articles

- 3. Under all three (3) Highmark BC/BS Plans, change the prescription drugs co-payments to \$10 generic, \$20 [formulary brand] brand formulary, and \$40 [name brand] brand non-formulary, commencing January 2004. [Ability to purchase 90-day supply of maintenance prescription drugs by mail order or through participating retail outlets shall continue in effect, with these new \$10, \$20, \$40 co-pays applying commencing January 1, 2004.]
- 4. **[Effective January 1, 2004,]** Employee to pay **[generic] brand** prescription drug copays <u>plus</u> difference between brand prescription drug cost and generic prescription drug cost, <u>only</u> when brand drug is purchased instead of available generic drug which has FDA approval as a generic substitute <u>and</u> regardless of whether brand drug is prescribed or chosen.

New Memorandum of Understanding

Proposal on Professional Development Days

One mandatory professional development day at pro rata pay will be scheduled for Thursday, August 24, 2006, and the November 7, 2006, professional development day will be moved to Friday, August 25, 2006. November 7, 2006, will become a student day. The last student day will be Tuesday, June 12, 2007, and the last teacher day will be Thursday, June 14, 2007.

This pro rata day will occur in future years at the district's discretion.

New Article -- Accelerated Learning Academies

The following working conditions shall apply to employees who work at Accelerated Learning Academies:

- 1. The length of workday shall be eight (8) hours, inclusive of a forty-five (45) minute lunch period at elementary and K through 8 academies and a thirty (30) minute lunch period at middle academies. This represents a fifty-four (54) minute increase to the current workday for other schools of seven (7) hours and six (6) minutes. This additional time can be allocated at the discretion of the District to maximize the effectiveness of the program. For the 2006-2007 school year, the additional time will be allocated as forty-five (45) minutes of additional instructional time and nine (9) minutes per day (or 45 minutes per week) of additional professional time.
- 2. The work year for teachers and other professionals at Accelerated Learning Academies shall be 207 workdays as follows:

192 student days 9 professional development days 1 open house day 5 clerical days

3. The provisions of Article 26, School Calendar, shall be applicable to the calendars established for Accelerated Learning Academies except that the holiday periods referenced in Section 3. of Article 26, School Calendar, may be adjusted in the establishment of the Accelerated Learning Academies calendar. The provisions of Article 53, Duration of School Year, shall be modified to meet the needs and requirements of Accelerated Learning Academies.

- 4. The parties agree that teachers selected to work in Accelerated Learning Academies may not seek voluntary transfers for a minimum of three (3) years.
- 5. Alternative instructional strategies, such as grade looping, blocking instruction and specialization will be implemented at Accelerated Learning Academies.
- 6. Teachers at Accelerated Learning Academies shall be paid on the appropriate teacher's salary schedule (i.e., Bachelors, Masters, etc.). Additionally, in recognition of the eight (8) hour workday and longer work year, teachers at the academies shall receive:
 - a. The prevailing eight (8) hour workday differential,
 - b. An extended work year differential of \$4,000 annually, paid out over ten (10) months in ten (10) equal monthly amounts, and
 - c. Five (5) days paid at the per diem rate for the five (5) additional days of professional development required of academies' teachers.
- 7. a. Counselors, social workers and nurses assigned to Accelerated Learning Academies shall continue to work an eight (8) hour day, inclusive of a thirty (30) minute lunch period. It may be necessary to shift the workday for employees in such classifications to accommodate responsibilities associated with parent meetings and other such activities.
 - b. Counselors and social workers assigned to an Accelerated Learning Academy shall work 207 workdays and receive the \$4,000 extended work year differential and five (5) days paid at the per diem rate. The five (5) per diem days may be used for professional development or to meet responsibilities and duties of the position.
- 8. Pursuant to Article 144, Sick Leave, teachers and other professionals at Accelerated Learning Academies shall be entitled to thirteen (13) days sick leave per year.
- 9. Snow and other emergency days shall be observed at Accelerated Learning Academies the same as at all other District schools.

COMMITTEE ON EDUCATION March 29, 2006

DIRECTORS:

The Committee on Education recommends the adoption of the following resolutions:

General Authorization

1. Adoption of a Revised 2006-2007 School Calendar

Amendment:

Minutes of January 25, 2006, Committee on Education, General Authorization #6 and amended on March 22, 2006, 4f . . . School calendar for the 2006-2007 school year, two professional development days for teachers are added to the beginning of the school year. One of the two days is a rescheduled day from November 7, 2006 which is now a school day. This causes the school year to end one day earlier for teachers and students. (See Attachment A)

2. Adoption of a 2006-2007 School Calendar for Accelerated Learning Academies

RESOLVED, That the Board of Education of the School District of Pittsburgh hereby adopt the Accelerated Learning Academies school calendar for the 2006-2007 school year. (See Attachment B)

Respectfully Submitted,

Thomas Sumpter, Chairperson Committee on Education

PITTSBURGH PUBLIC SCHOOLS DAY SCHOOL CALENDAR 2006-2007 SCHOOL YEAR

HOLIDAYS AND VACATIONS:

Labor Day September 4, 2006
Vacation Day October 2, 2006
Veterans Day November 10, 2006

Thanksgiving Vacation November 23, through November 27, 2006 Winter Vacation December 25, 2006 through January 1, 2007

Dr. King Day January 15, 2007

Spring Vacation April 5, through April 9, 2007

Vacation Day May 15, 2007 Memorial Day May 28, 2007

ORGANIZATION AND RECORD MAINTENANCE DAYS:

In-Service Day August 24, 2006 In-Service Day August 25, 2006 Clerical/Organization Day August 28, 2006 Clerical/Organization Day August 29, 2006 In-Service Dav August 30, 2006 Elementary/Secondary-Open House/Conference Day October 9, 2006 Middle-Open House/Conference Day October 16, 2006 All Levels-Clerical/Organization Day January 29, 2007 All Levels-in Service Day January 30, 2007 All Levels-In Service Day February 26, 2007

All Levels-Clerical/Organization Days

June 13 and June 14, 2007

IMPORTANT DATES:

First Semester Begins

Teachers August 24, 2006

Students August 31, 2006

Second Semester Begins

Students January 31, 2007

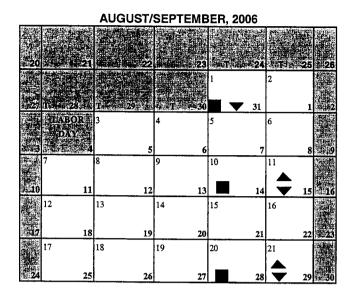
Last Day of School

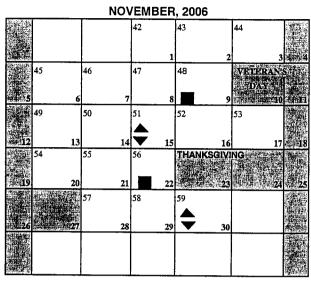
Teachers June 14, 2007 Students June 12, 2007

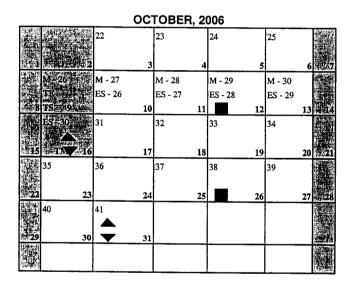
Number of Student Days 182 Days

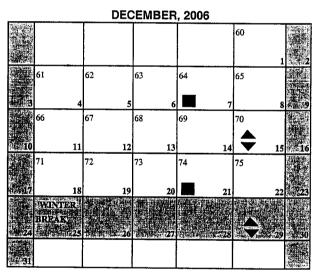
2006-07 School Calendar

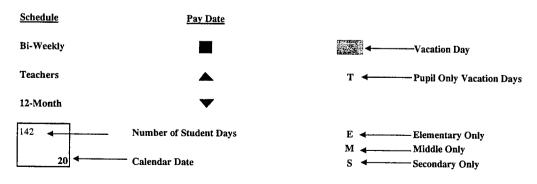
Revised 3.27.06



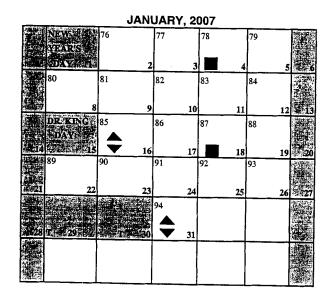


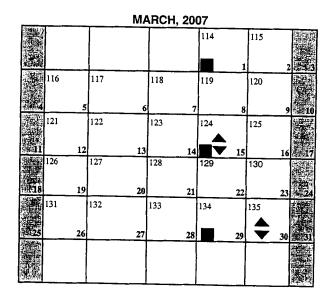


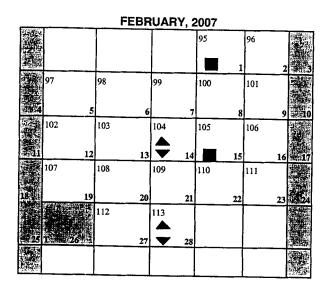


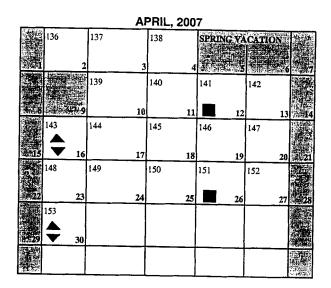


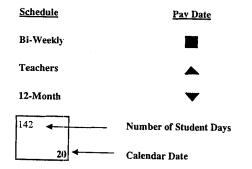
2006-07 School Calendar

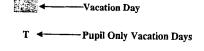




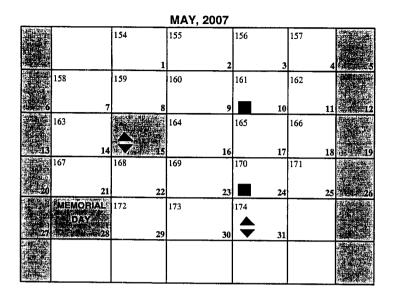


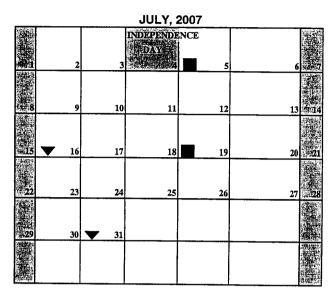


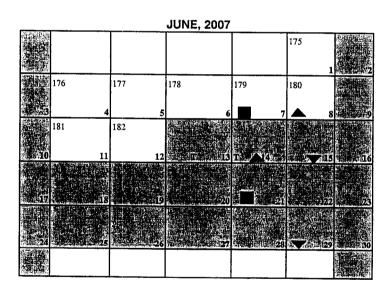


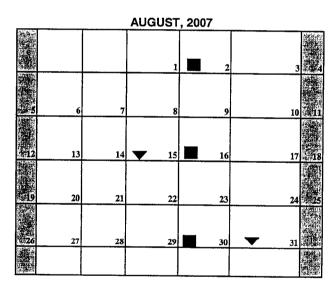


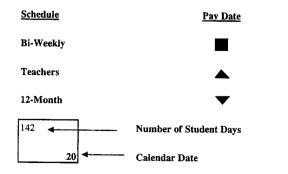
2006-07 School Calendar











Vacation Day

T ← Pupil Only Vacation Days

E ← Elementary Only

M ← Middle Only

S ← Secondary Only

Pittsburgh Public Schools

Accelerate Learning Academy (ALA) Calendar 2006-2007 School Year

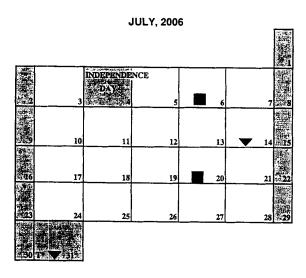
HOLDAYS'AND VACATIONS:	DATE
Labor Day	September 4, 2006
Vacation Day	October 2, 2006
Veteran's Day	November 10, 2006
Thanksgiving Vacation	November 23-27, 2006
Winter Vacation	December 25, 2006 through January 1, 2007
Dr. Martin Luther King Day	January 15, 2007
Spring Vacation	April 5-9, 2007
Vacation Day	May 15, 2007
Memorial Day	May 28, 2007

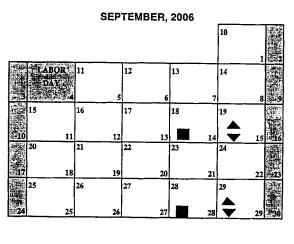
ORGANIZATION AND RECORD MAINTENANCE DAYS	DATES
In-Service (3) and Clerical/Organizational Days (2)	August 14-18, 2006
Open House/Conference Day	October 9, 2006
Clerical/Organizational Day	January 29, 2006
In-Service Day	January 30, 2006
In-Service Day	February 26, 2007
Clerical/Organizational Days	June 15 and June 18, 2007

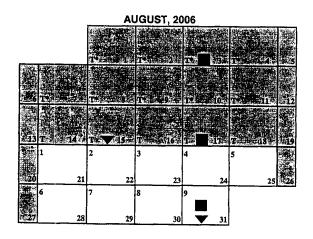
IMPORTANTIDATES : La	DATE
First Semester Begins - Teachers	August 14, 2006
First Semester Begins - Students	August 21, 2006
Second Semester Begins - Students	January 31, 2007
Last Day of School - Students	June 14, 2007
Last Day of School - Teachers	June 18, 2007

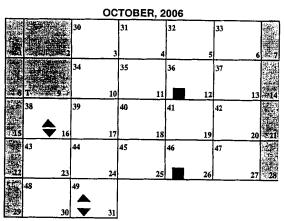
MUMBER OF STEEDENE DAVIS	
Total Number of Student Days	192

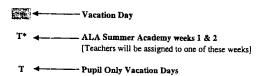
2006-07 ALA Calendar

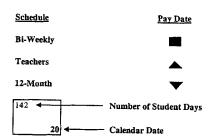




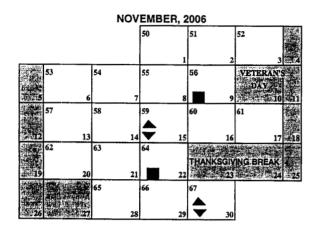


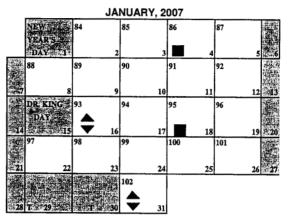


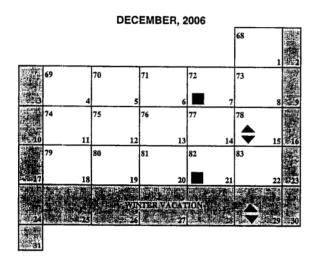


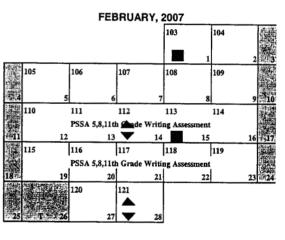


2006-07 ALA Calendar



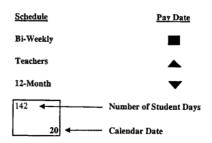




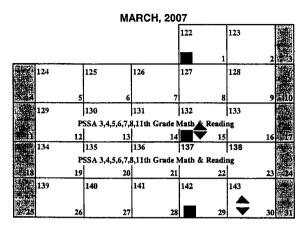


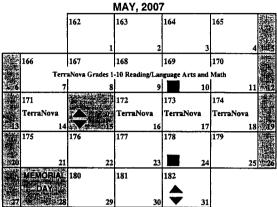
Vacation Day

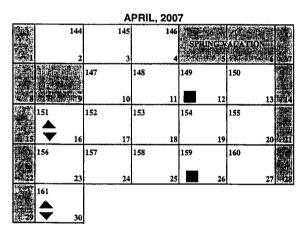
T ← Pupil Only Vacation Days

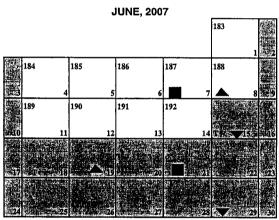


2006-07 ALA Calendar



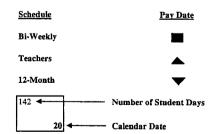






Vacation Day

T ← Pupil Only Vacation Days



NEW BUSINESS

Pittsburgh Board of Education March 22, 2006 Legislative Session Committee on Education

RESOLVED: That the Board of Education approves a five year charter renewal for Northside Urban Pathways Charter School. The term of the renewal shall be July 1, 2006 through June 30, 2011.

FURTHER RESOLVED: That in accordance with the Board's oversight responsibilities under the Charter School Law, 24 P.S. 17-1701-A et seq., the Board recommends Northside Urban Pathways Charter School adopts and implements the following review team recommendations to promote a quality educational program:

- Provide a professional development model that includes looking at student work and using student data to inform and change instruction to better ensure student achievement.
- Regularly evaluate the impact of professional development and determine how well it is equated to student achievement.
- Provide follow-up to professional development and collect data using tools in order to ensure staff maintains skills.
- Provide the required materials for instruction for a rigorous secondary science program. Very limited materials are currently available and instruction is impaired.
- Fulfill the very specific professional development model articulated in the original charter agreement.
- Continue to strengthen portfolios. This is the innovative aspect for which the charter was granted.

FINALLY RESOLVED: That the Board of Education authorizes the Superintendent of Schools to continue to propose amendments to charter agreements that would further enhance performance standards required by the charter agreements and ensure district-wide student achievement standards.

TOTAL COST OF THIS ACTION: \$13,612,245 over five year term.

Motion to reconsider was made on March 29, 2006 and was approved by a vote of 7-2-0.

Motion to approve the 5 year renewal of the Northside Urban Pathways Charter School was made at the Special Legislative session held on March 29, 2006 and was approved by a vote of 6-2-0*.

^{*}One Board Member was absent for the final vote.

1	TRANSCRIPT OF PROCEEDINGS
2	
3	PITTSBURGH BOARD OF PUBLIC EDUCATION SPECIAL LEGISLATIVE MEETING
4	WEDNESDAY, MARCH 29, 2006 6:40 P.M.
5	ADMINISTRATION BUILDING - BOARD ROOM
6	 -
7	BEFORE:
8	WILLIAM ISLER, BOARD PRESIDENT (Via Telephone.) RANDALL TAYLOR, FIRST VICE PRESIDENT
9 10	THERESA COLAIZZI, SECOND VICE PRESIDENT MARK BRENTLEY PATRICK DOWD
11	JEAN FINK FLOYD McCREA
12	DANIEL ROMANIELLO, SR. THOMAS SUMPTER
13	
14	ALSO PRESENT:
15 16	MR. MARK ROOSEVELT DR. LYNN SPAMPINATO DR. ANDREW KING MRS. JODY SPOLAR MR. IRA WEISS MR. PETER J. CAMARDA MR. RICHARD R. FELLERS MS. DONNA VLASSICH MS. PATRICIA A. FISHER DR. DWIGHT MOSLEY
17	MS. LEE B. NICKLOS MS. LISA FISCHETTI
	MS. JOCELYN M. PERRY
19	REPORTED BY: EUGENE C. FORCIER
20	PROFESSIONAL COURT REPORTER
21	COMPUTER-AIDED TRANSCRIPTION BY MORSE, GANTVERG & HODGE, INC.
22	PITTSBURGH, PENNSYLVANIA 412-281-0189
23	— — —
24	
25	



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P-R-O-C-E-E-D-I-N-G-S
1
2
               MS. COLAIZZI: I ask we please stand for
   the Pledge of Allegiance.
3
4
               (Salute to the flag.)
5
               MS. COLAIZZI: Good evening.
6
               I would like to welcome everyone to the
7
   special legislative meeting for March 29th, 2006.
8
               Mr. Weiss, can I have a roll call, please.
9
               MR. WEISS: Mr. Brentley?
10
               Mrs. Colaizzi?
11
               MS. COLAIZZI: Here.
12
               MR. WEISS: Dr. Dowd?
13
               MR. DOWD:
                          Present.
14
               MR. WEISS: Mrs. Fink?
15
               MS. FINK: Here.
16
               MR. WEISS: Mr. McCrea?
17
               MR. McCREA: Here.
               MR. WEISS: Mr. Romaniello?
18
19
               MR. ROMANIELLO: Here.
20
               MR. WEISS: Mr. Sumpter?
21
               MR. SUMPTER: Present.
22
               MR. WEISS: Mr. Taylor?
23
               MR. TAYLOR: Here.
24
               MR. WEISS: Mr. Isler?
25
               MR. ISLER: Present.
```

- 1 MR. DOWD: Attorney Weiss, Mr. Brentley is
- 2 on his way.
- MR. WEISS: There are nine members present,
- 4 Mr. Brentley will be here shortly.
- 5 MS. COLAIZZI: He just came in.
- 6 MR. DOWD: Do you want to state that you
- 7 are here?
- MR. BRENTLEY: Here.
- 9 MS. COLAIZZI: This evening we have a
- 10 Committee of Human Resources.
- We have the PFT's professional contract.
- 12 Is there any questions, comments?
- Seeing none, I would like to make my own
- 14 comment.
- This is a special legislative meeting to
- 16 vote on the proposed agreement with the Pittsburgh
- 17 Federation of Teachers.
- As the chair of the Board's Negotiations
- 19 Committee, I want to thank everyone who has devoted so
- 20 much time and energy throughout the very lengthy and
- 21 difficult negotiations process.
- 22 Any time you negotiate a contract of this
- 23 magnitude, it is bound to get challenging, but as long
- 24 as both parties are committed to working together,
- 25 anything can be accomplished.

```
This settlement is a win/win for
1
   everybody. It recognizes the District's difficult
   financial situation, while keeping us competitive with
3
   our teachers' compensation.
               It also allows us to advance our new
5
   education agenda, while providing labor relations
6
   stability, during this important time of change.
7
               In closing, I'm making a strong
8
   recommendation to my colleagues for your support
   tonight to ratify this contract.
10
               Mr. Weiss, can we have a roll call, please.
11
               MR. WEISS: Mr. Brentley?
12
               MR. BRENTLEY: (Inaudible.)
13
               MR. WEISS: This is Human Resources Report,
14
    so it is like a regular report of the meeting.
15
               MR. BRENTLEY: (Inaudible.)
16
               MR. WEISS: Pardon me?
17
               MR. BRENTLEY: (Inaudible.)
18
               MR. WEISS: The contract.
19
               Mr. Brentley?
20
               MR. BRENTLEY: Abstain.
21
               MR. WEISS: Mrs. Colaizzi?
22
               MS. COLAIZZI: Yes.
23
               MR. WEISS: Mr. Dowd?
24
```

MR. DOWD: Yes.

MR. WEISS: Mrs. Fink? 1 2 MS. FINK: Yes. 3 MR. WEISS: Mr. McCrea? MR. McCREA: Yes. 4 MR. WEISS: Mr. Romaniello? 5 MR. ROMANIELLO: Yes. 6 7 MR. WEISS: Mr. Sumpter? 8 MR. SUMPTER: Yes. MR. DOWD: Mr. Taylor? 9 10 MR. TAYLOR: Yes. MR. WEISS: Mr. Isler? 11 MR. ISLER: Yes. 12 MR. WEISS: The report's approved, eight 13 yes, and one abstention. 14 MS. COLAIZZI: Next is the Committee on 15 16 Education, there were two items here. There is the adoption of the revised 2007 17 calendar, and also the adoption of 2006 and '7 school 19 calendar for accelerated learning academies. 20 Is there any questions or comments? 21 Mr. Dowd. MR. DOWD: I just -- I just want to thank 22 both the PFT and the administration, for making the 23

adjustments that they did to this calendar.

It still -- there is still work to be done,

24

- 1 but it is quite clear that this is a more education
- 2 friendly calendar, and I certainly appreciate the
- 3 efforts of our teachers and our administrators.
- 4 So thank you.
- 5 MS. COLAIZZI: Mr. Romaniello.
- 6 MR. ROMANIELLO: I'd like to thank you, and
- 7 the negotiating team, and also I would like to thank
- 8 President John Tarka of the PFT, and his team, for the
- 9 work that they did to get this contract settled in a
- 10 timely manner, and also in a manner that this District
- 11 can afford, without breaking the bank.
- 12 So I would like to thank everybody
- 13 involved.
- MS. COLAIZZI: Any more questions?
- 15 Comments?
- May I have a roll call, Mr. Weiss, please.
- MR. WEISS: Mr. Brentley?
- MR. BRENTLEY: Abstain.
- MR. WEISS: Mrs. Colaizzi?
- MS. COLAIZZI: Yes.
- MR. WEISS: Mr. Dowd?
- MR. DOWD: Yes.
- MR. WEISS: Mrs. Fink?
- MS. FINK: Yes.
- MR. WEISS: Mr. McCrea?

- 1 MR. McCREA: Yes.
- 2 MR. DOWD: Mr. Romaniello?
- 3 MR. ROMANIELLO: Yes.
- 4 MR. WEISS: Mr. Sumpter?
- 5 MR. SUMPTER: Yes.
- 6 MR. WEISS: Mr. Taylor?
- 7 MR. TAYLOR: Yes.
- 8 MR. WEISS: Mr. Isler?
- 9 MR. ISLER: Yes.
- 10 MR. WEISS: It is approved, eight yes, and
- 11 one abstention.
- 12 MR. ISLER: Mrs. Colaizzi.
- MS. COLAIZZI: Yes, sir.
- MR. ISLER: I just want to echo what was
- 15 said by Dr. Dowd, and Mr. Romaniello, in terms of you
- 16 and Mr. Dowd, Mr. Taylor and Mr. Sumpter, in terms of
- 17 working with PFT, and the administration, in securing
- 18 this contract.
- 19 It will allow us to move forward with our
- 20 reform agenda, and I just wanted to thank everybody
- 21 involved also, for the hard work.
- MS. COLAIZZI: Thank you, Mr. Isler.
- Do we have any new business?
- Mr. Romaniello.
- MR. ROMANIELLO: Thank you, Mrs. Colaizzi.

- At the last legislative meeting, there was
- 2 a vote on the charter schools, and while I in no way
- 3 am changing my feelings towards the program of the
- 4 charter schools, I cannot in good conscience allow the
- 5 vote that was taken on one of the charter schools,
- 6 that was a -- the majority was a no vote.
- I have been advised by counsel, that it is
- 8 a losing proposition in court, that we would wind up
- 9 spending money that we don't need to spend, on a
- 10 losing battle, so I cannot in good conscience keep
- 11 that -- you know, spend money that we don't need to
- 12 spend.
- So I am moving -- I was in the majority on
- 14 that vote, so I am moving that the Board reconsider
- 15 the renewal of the Northside Urban Pathways Charter
- 16 School, from Monday, March 22nd, 2006, and I'd like to
- 17 ask my fellow Board members to vote for this
- 18 reconsideration because, again, we will lose this in
- 19 court, and we don't need to spend money that isn't
- 20 necessary.
- 21 And I think we got our point across, and
- 22 I'm hoping that the state legislature stands up, and
- 23 takes notice, that this is the system that needs to be
- 24 fixed.
- So I would hope for a second, and an

- 1 affirmative vote on the reconsideration.
- 2 MR. DOWD: Second.
- MS. COLAIZZI: There has been a motion
- 4 placed on the floor, Mr. Romaniello, and then Mr. Dowd
- 5 seconded it.
- Is there conversation permitted?
- 7 MR. WEISS: The conversation permitted on
- 8 the reconsideration, yes.
- 9 MS. COLAIZZI: But not on the motion.
- MR. WEISS: Right.
- 11 MS. COLAIZZI: So we take a roll call on
- 12 the motion.
- MR. WEISS: Mr. Brentley?
- MR. TAYLOR: Excuse me.
- MR. BRENTLEY: Clarification.
- MS. COLAIZZI: Let me clarify for you.
- MR. BRENTLEY: Let Mr. Weiss clarify it, he
- 18 is the solicitor, he is the attorney.
- 19 MR. WEISS: The motion for reconsideration
- 20 is not debatable.
- 21 If the motion passes, then the underlying
- 22 item is debatable.
- MS. COLAIZZI: You can talk about it
- 24 after --
- MR. TAYLOR: What do you mean, the

- 1 underlining item?
- MS. COLAIZZI: You can talk about it after
- 3 the motion is passed.
- 4 MR. WEISS: It is --
- 5 MR. TAYLOR: After the vote, Mrs. Colaizzi,
- 6 the idea of debate around any political table is to
- 7 try to influence or change a vote, it makes no sense
- 8 to have a debate after the vote.
- 9 MR. DOWD: Point of order, there is no
- 10 discussion at this point.
- 11 MR. WEISS: Mr. Taylor, let me explain
- 12 again.
- 13 If the Board passes the reconsideration,
- 14 then the item is on the table.
- MR. TAYLOR: Right. Okay.
- 16 MR. WEISS: And that item can be debated.
- 17 MR. TAYLOR: Okay. That's more clear to me
- 18 now.
- 19 Okay.
- 20 MR. WEISS: Right.
- MS. COLAIZZI: So we need to make a roll
- 22 call on the motion, first, please.
- Mr. Weiss.
- MR. WEISS: Mr. Brentley?
- MR. BRENTLEY: No.

```
MR. WEISS: Mrs. Colaizzi?
1
2
               MS. COLAIZZI: Yes.
               MR. WEISS: Mr. Dowd?
3
               MR. DOWD: Yes.
 4
               MR. WEISS: Mrs. Fink?
 5
               MS. FINK: Yes.
 6
7
               MR. WEISS: Mr. McCrea?
               MR. McCREA: Yes.
8
               MR. WEISS: Mr. Romaniello?
 9
               MR. ROMANIELLO: Yes.
10
11
               MR. WEISS: Mr. Sumpter?
12
               MR. SUMPTER: Yes.
13
               MR. WEISS: Mr. Taylor?
14
               MR. TAYLOR: No.
15
               MR. WEISS: Mr. Isler?
16
               MR. ISLER: Yes.
17
               MR. WEISS: Okay. The item -- the
18
    reconsideration is approved, so the item of the
19
    renewal of the Northside Urban Pathways Charter
20
    School, which was on the agenda for March 22nd, 2006,
21
    is now on the table.
22
               MS. COLAIZZI: Now we --
23
               MR. ROMANIELLO: Do I need to make another
24
   motion?
25
               MR. WEISS: No.
```

- 1 MS. COLAIZZI: No, now it is open for
- 2 discussion.
- Mr. Taylor, then Mr. Dowd, then Mr. McCrea.
- 4 MR. TAYLOR: I don't know if some Board
- 5 members have been taking our local newspaper too much
- 6 to heart, I happen to read the editorial, but I
- 7 believe Mr. Romaniello is incorrect about the cost,
- 8 and my expectation is not one dime will be spent
- 9 against this.
- 10 We know today that that Northside Urban
- 11 Pathways has filed for appeal. We know that that
- 12 appeal will be upheld. We know that our decision was
- 13 not within the guidelines of the Charter School Law.
- 14 Every Board member here is very clear, and
- 15 knew when the vote was cast, that it would -- that
- 16 it -- that it would be overturned.
- 17 And the schools wouldn't miss a beat.
- So I would not have any, nor would I
- 19 support for one dime of legal expense for the
- 20 District, or one shred of paper to be spent trying to
- 21 fight something which the law is very clear that you
- 22 cannot -- you cannot win that battle.
- 23 But I do believe that the statement that
- 24 was made, and I was very clear on how I feel, and that
- 25 was the only one I did, was to send a strong message,

- 1 not only about our concern -- and again, we need to
- 2 quit reading, and taking to heart so much of those
- 3 numbers, when they say that people in glass houses
- 4 shouldn't throw stones.
- 5 We should be very clear that the
- 6 Charters -- that the whole purpose of charters was for
- 7 them to create something unique, and in most cases,
- 8 something better than our students were currently
- 9 receiving in the Pittsburgh Public Schools.
- 10 And we know that that has not occurred in
- 11 the last five years, with the Urban Northside
- 12 Pathways, and the Board correctly sent that message to
- 13 them.
- 14 Their school will still be in place next
- 15 year, but we are not pleased with the performance of
- 16 that, and maybe a few other charter schools.
- 17 And we also wanted to make it clear to the
- 18 legislature that we are not happy with a Charter
- 19 School Law that, number one, says we cannot turn down
- 20 a charter application, because we cannot afford it,
- 21 which is unreasonable in any light, and to say that we
- 22 cannot end charter schools that we think are not
- 23 living up to their academic responsibilities to the
- 24 children.
- 25 And so I think the Board sent a message to

- 1 our state legislature, I think it was an appropriate
- 2 message to send, and I thought it was one of our
- 3 better moments of the last few months, and I would
- 4 encourage Board members to stick to their guns.
- 5 That was -- again, that was an appropriate
- 6 message, and a courageous message, and I would again
- 7 encourage them to stick to their guns on that one.
- But again, I wanted to say my expectation
- 9 is not one dime would be spent in legal cost, and not
- 10 one piece of paper, nor one stamp is spent in a cause
- 11 that we said we cannot win legally.
- 12 And Northside Urban Pathways will be open
- 13 in the fall, and in my hope that we will continue to
- 14 try to build a stronger partnership between the
- 15 Pittsburgh Public Schools and that charter, and the
- 16 other charters I have, which I don't think we have
- 17 given them the type of support that I think that they
- 18 deserve, as being part of, which our charter schools
- 19 are part of the Pittsburgh Public Schools.
- MS. COLAIZZI: Thank you.
- Mr. Dowd.
- MR. DOWD: I just wanted to go back to the
- 23 same questions that I asked you, Attorney Weiss, the
- 24 last time this matter came up.
- Legally, what is our obligation, as a

- 1 Board, on this matter?
- 2 Do we have any legal grounds for the
- 3 rejection of this renewal application from Northside
- 4 Urban Pathways?
- 5 MR. WEISS: The review team recommended
- 6 renewal, the resolution reflects their
- 7 recommendation. In my judgment, the Charter School
- 8 Law does not provide any basis to not renew this
- 9 charter.
- I made that statement a week ago, and
- 11 nothing has changed between then and now.
- MR. DOWD: Thank you. I just wanted to
- 13 clarify that.
- 14 And I share Mr. Taylor's frustration,
- 15 perhaps, with the structure of the charter law, and
- 16 the way in which that charter, itself, was created.
- But I would urge my colleagues to vote in
- 18 support of the renewal, not because we are satisfied
- 19 with the performance of that school, or any of our
- 20 schools for that matter, but rather because we hope
- 21 that this will enable us to build a positive, more
- 22 collaborative relationship with this particular
- 23 charter school, and all of the other charter schools
- 24 in the District.
- So following Mr. Romaniello's suggestion, I

- 1 urge my colleagues to support the renewal of this
- 2 charter application -- renewal of this charter school.
- 3 MS. COLAIZZI: Mr. McCrea.
- 4 MR. McCREA: I just want to say that my
- 5 abstention last week was based on a misunderstanding I
- 6 had. Mr. Weiss was able to clarify that, and I do
- 7 echo my colleagues' frustration with the law, but our
- 8 hands are tied.
- 9 MS. COLAIZZI: Mr. Brentley.
- 10 MR. BRENTLEY: Yes. I just want to say
- 11 first, to Mr. Romaniello, welcome to the real world.
- I received the same calls, you received,
- 13 concerning this charter.
- 14 I also received the same Federal Express
- 15 packet.
- I also received calls from major, major
- 17 players and, yes, sir, it is a lonely, lonely
- 18 business, when you get some of the big names of this
- 19 city encouraging you to change your vote and to change
- 20 your mind.
- 21 But, a bigger issue exists here. We are
- 22 here to look out for the children, and we are here to
- 23 guarantee that every child gets access to a quality
- 24 education.
- Yes, that's extremely unpopular at times,

- 1 but as a Board member you have to make a decision, are
- 2 we going to dance to the political forces here, or are
- 3 we going to dance to look out for the children.
- It is tough, it's painful, and I have three
- 5 calls from very, very key individuals, within the
- 6 school, and I believe the school is still located in
- 7 my District, so it's extremely hard for me to make a
- 8 decision, but we have to also understand what our
- 9 responsibilities are, and I tell you, this is -- this
- 10 one, it is amazing to me, I had no idea you were even
- 11 going to bring this forward, and this is amazing in
- 12 terms of the real political power.
- 13 It reminds me of the situation dealing with
- 14 the right sizing plan, when we got the calls
- 15 concerning Schenley, and how quickly we moved,
- 16 "Whoops, we made a mistake, it wasn't supposed to be
- 17 on the list, the list changed, we have to come up with
- 18 another way," and as you know, the rest was history,
- 19 we put a committee together to find a way to change
- 20 what we original put forward.
- 21 Unfortunately, that's the way business has
- 22 been operating here for a long time.
- It is misleading to the children, it is
- 24 misleading to those parents who believe that
- 25 everything is all right.

- I have very, very good friends associated
- 2 with the Northside Urban Pathway School, very, very
- 3 good friends, and it will be a difficult issue again,
- 4 but I have said before, not being a part of the
- 5 evaluation team, not working and following through
- 6 what we had to do to evaluate them, I said early on
- 7 that I will follow the recommendations of our review
- 8 team.
- 9 Our review team are educators. Our review
- 10 team has made it very, very clear, that there were
- 11 three renewals, and one made the AYP, the other two
- 12 did not.
- But isn't that interesting how we handled
- 14 the two. The political power, and the big names of
- 15 certain individuals associated with certain schools,
- 16 sometimes becomes the rule of the day.
- 17 And I think as a Board member we have to
- 18 clearly make a decision who are we going to look out
- 19 for.
- I am still standing firm on the fact that
- 21 our staff, our recommendation, their recommendations
- 22 were, that this -- that two of the schools did not
- 23 make the AYP, not to mention some of the other issues
- 24 that exist.
- And I will stand with my vote.

- I am disappointed to see that the political
- 2 powers can make us bend so quickly, within a couple of
- 3 weeks, and no one asked about the progress of the
- 4 children, and the education of the children, and the
- 5 facilities condition of some of these buildings.
- 6 We are all ready to put that aside, to
- 7 dance with the political powerhouses, who are forcing
- 8 their way through here.
- 9 That's unfortunate.
- And I would hope that my colleagues here
- 11 would say, "Wait a minute, we have to look out for the
- 12 children, and we should do what's right."
- MS. COLAIZZI: Before I go on to the next
- 14 Board member to speak, I would like to remind this
- 15 Board that we have a 7:00 o'clock public hearing, and
- 16 we are now past 7:00, so if you could keep your
- 17 comments brief, I would appreciate that.
- Mr. Romaniello.
- MR. ROMANIELLO: Thank you, Mrs. Colaizzi.
- 20 First I would like to ask a question of the
- 21 review team.
- Did not the review team recommend that we
- 23 renew all three of these -- all three of these
- 24 charters?
- MR. CAMARDA: That's correct.

- 1 MR. ROMANIELLO: Okay.
- 2 So we actually voted against the review
- 3 team on one of them.
- 4 Mr. Brentley, my -- the statements are a
- 5 bit upsetting to me.
- First of all, maybe I am upset because I
- 7 didn't get any phone calls, so I guess maybe no one
- 8 thought I was important enough.
- 9 I got absolutely no phone calls on this
- 10 matter.
- I got a few e-mails from some people who
- 12 had students in the charter school.
- But, I am upset that you make a statement
- 14 that I would -- that I am bending to any kind of
- 15 political pressure.
- I have never, never worked that way. This
- 17 isn't the first time that I have stood out on the
- 18 iceberg alone.
- 19 The day after this vote was taken, I called
- 20 President Isler, and I called Attorney Weiss, because
- 21 I would probably have been a whole lot more
- 22 comfortable if my fellow Board members would have
- 23 voted the same on all three charter schools.
- 24 If this vote would have been to deny the
- 25 renewal on all three of them, it would have probably

- 1 been a lot easier to stand by it, because it treated
- 2 all three of them alike.
- 3 The fact that we only denied one, out of
- 4 the -- out of the three, was what upset me.
- 5 And after speaking to the attorney, and to
- 6 President Isler the next day, I decided that this had
- 7 to be rectified, for the reasons that I stated before,
- 8 that had to do with the unnecessary need of us winding
- 9 up in court, the fight -- I'm not one -- I love a good
- 10 fight, but I never go into a fight that I already know
- 11 you are losing before you even walk in the door.
- 12 So it would be unnecessary to fight.
- If I listened to what was printed in the
- 14 newspapers, at any time, I probably would not be
- 15 sitting in this seat right now.
- Going back to when I ran for this office,
- 17 if I paid attention to what the newspapers said, you
- 18 know, I probably would have given up a long time ago.
- 19 I don't -- I also don't agree that this
- 20 would not cost us any money. There has to be a cost
- 21 involved in this, and when we are, you know, looking
- 22 for nickels and dimes everywhere, we can't afford to
- 23 spend a nickel or a dime to do this.
- If this was such a good vote, then we
- 25 needed the vote the same on all three of them. We

- 1 didn't need to just pick out one.
- 2 And I don't know, myself, if -- which other
- 3 Board members consistently voted no on all three.
- 4 MR. BRENTLEY: I did.
- 5 MR. ROMANIELLO: I guess, I think it was
- 6 just you and I, we were the only ones that voted
- 7 consistently no.
- Well, Mr. McCrea abstained.
- 9 But we were the ones who voted consistently
- 10 no on all three of them, so we did stand up to be
- 11 count, where it was necessary.
- 12 But the fact that the one and three were
- 13 approved, and the middle one was defeated, I think
- 14 wasn't fair.
- If we were going to defeat them, we need to
- 16 do all three.
- And again, I bow to no pressure. Other
- 18 than, like I said, a few e-mails, I have received no
- 19 calls.
- 20 So that is the reason, again.
- I am, you know, still upset with the
- 22 process, I am still upset with the programs, still
- 23 upset with the way legislature has written the law.
- But, you know, we got our point across, so
- 25 in order to save the District the money, and the

- 1 aggravation of what a fight could entail, I would hope
- 2 that we move forward with this.
- 3 MS. COLAIZZI: Mr. Dowd.
- And may I remind this Board again, there is
- 5 a public hearing that was to be begin at 7:00, it is
- 6 now six minutes after, I am asking you to keep your
- 7 comments brief.
- 8 MR. DOWD: Absolutely brief.
- 9 I recognize that there are a number of
- 10 students here in the room, from Northside Urban
- 11 Pathways, I just ask them to stand up so that we can
- 12 see them, Mr. Brentley, those students who are here
- 13 this evening, here from Northside Urban Pathways.
- 14 Would you please stand up?
- 15 Great.
- 16 Many thanks. Thank you for being here this
- 17 evening.
- MR. TAYLOR: (Inaudible.)
- MS. COLAIZZI: Mr. Taylor. Thank you.
- MR. TAYLOR: Thank you, Dr. Dowd, that was
- 21 just an important exercise.
- MS. COLAIZZI: Mr. Taylor.
- MR. TAYLOR: I will be (inaudible)
- MS. COLAIZZI: Mr. Taylor.
- MR. TAYLOR: -- to see you next public

- 1 hearing.
- MS. COLAIZZI: You are up.
- MR. TAYLOR: But as I said, this is an
- 4 exercise, we are wasting time, it is unfortunate
- 5 Mr. Romaniello brought this up, because there is
- 6 absolutely no reason whatsoever to bring this back
- 7 up. No reason whatsoever.
- 8 We could pass a motion right here, that we
- 9 won't spend any more -- I think he said five or ten
- 10 cents, we won't spend any more than four cents
- 11 defending this.
- This is just an exercise in politics, and
- 13 it is very unfortunate that it is occurring.
- But -- and so the only thing I wanted to
- 15 say again, this is mainly -- but I do think
- 16 Mr. Romaniello has a responsibility to correct his
- 17 votes also with the Urban League and with Manchester,
- 18 because the Urban League, we know a 5-3-1 vote, and
- 19 that is not exactly a ringing endorsement.
- So if you feel so strongly about this, I
- 21 think you should figure out ways also to rectify the
- 22 situation with the Urban League.
- One thing I wanted to say -- because again,
- 24 this is meaningless, and even doing the thing with the
- 25 Urban League is meaningless, so we are wasting time.

- I only just brought that up just for sense
- 2 of fairness.
- I mean, you are bringing this up for
- 4 Northside Urban Pathways, and I think there were other
- 5 schools that you voted no against, who are just going
- 6 to hang out there with the negative vote.
- 7 So I do think, you have a -- not tonight,
- 8 because we are wasting time -- we are wasting time.
- 9 MS. COLAIZZI: Thank you.
- MR. TAYLOR: And I respect my colleague,
- 11 who does not feel well.
- But I would like to say again, to the
- 13 leaders of Northside Urban Pathways, and I have heard
- 14 public comments from other people pertaining to
- 15 charters, almost saying that we are dealing with
- 16 students who aren't as academically advanced, or their
- 17 children -- we have heard a lot of negative things, as
- 18 far as almost blaming the children for any issues that
- 19 they have.
- 20 And I would never tolerate that in the
- 21 Pittsburgh Public Schools.
- There is not a single child failing in the
- 23 Pittsburgh Public Schools. You have a School Board
- 24 and administration who are failing students.
- 25 And so I would never tolerate hearing

- 1 publicly, privately, whatever, to hear people saying
- 2 the reason why their school isn't doing well, is
- 3 because of the caliber of students they have. I would
- 4 never tolerate that.
- 5 And I would hope again that we don't hear
- 6 that kind of language, either publicly or privately,
- 7 from anybody connected with the charter school, to
- 8 explain some issues and problems that they have.
- 9 And I also welcome, very much, the children
- 10 and students here from Northside Urban Pathways.
- 11 MS. COLAIZZI: Mrs. Fink.
- MS. FINK: No, my vote on that charter
- 13 school, on all of the charter schools, was simply my
- 14 frustration with the way the state law is written.
- 15 It's as though the state legislature has
- 16 put public education in charge of controlling the
- 17 flood, and then they have locked us out of the room
- 18 where the switches to the flood gates are.
- 19 There has to be changes, and it is an issue
- 20 between the state and the School Board.
- 21 These charter schools are creatures of the
- 22 state, the playing field is not level, and to go into
- 23 detail, I will probably write a nice letter to the
- 24 editor expressing my frustration with the setup.
- 25 So that's it.

- 1 MS. COLAIZZI: Mr. Romaniello.
- 2 MR. ROMANIELLO: I would just like to
- 3 correct one thing. According to Roberts' Rules of
- 4 Order, this is the only vote that I can make a
- 5 mention, because this is the only vote in which I was
- 6 the majority.
- 7 So I would like to enlighten the people
- 8 that this is the only one that I have the option of
- 9 doing anything about, because of my vote in the
- 10 majority.
- 11 That's why I am bringing it up.
- MR. BRENTLEY: You need to clarify --
- MS. COLAIZZI: Thank you.
- I'm sorry, Mr. Brentley, you don't have the
- 15 floor.
- Mr. Sumpter, please.
- 17 MR. SUMPTER: Could someone answer the
- 18 question as to what circumstance would cause us to
- 19 spend money in the appeal process of this school?
- MR. WEISS: Well, the matter has been
- 21 appealed to the charter -- state Charter Appeals
- 22 Board.
- The District is obligated to respond to
- 24 that.
- 25 Secondly, the District has received an

- 1 extensive document request, under the right to know
- 2 law, which will take considerable staff time to comply
- 3 with.
- 4 There is a cost, both in terms of legal
- 5 fees, and staff time, to handle these cases.
- I have advised Board members, who have
- 7 called me, that in my view the expenditure of that
- 8 staff time, in particular, and other costs, are simply
- 9 not warranted.
- So, this is not a free matter.
- 11 There are --
- MR. TAYLOR: You can't ignore it?
- MR. WEISS: There are costs --
- MR. TAYLOR: you can't ignore the costs?
- MR. WEISS: You can't ignore it, and there
- 16 are costs and, frankly, there is a potential for legal
- 17 fees, under certain circumstances.
- It is simply a risk, and an expense, that
- 19 the District should not take.
- MS. COLAIZZI: Does that suffice, Mr. --
- MR. SUMPTER: Yes.
- MS. COLAIZZI: Any more comments,
- 23 questions?
- 24 Roll call, Mr. Weiss.
- MR. DOWD: Just clarification on the

- 1 resolution, so we know how to vote.
- 2 MR. WEISS: It is the same resolution you
- 3 had on March 22nd, and the vote would be that the five
- 4 year charter renewal, for the Urban Pathways Charter
- 5 School, be granted from July 1, 2006 through June 30,
- 6 2011.
- 7 It is the very same item --
- 8 MR. DOWD: Thank you.
- 9 MR. WEISS: -- that was before you have a
- 10 week ago.
- 11 MR. DOWD: Thank you, sir.
- MR. BRENTLEY: Also clarification.
- Mr. Weiss, is it -- since we voted for the
- 14 other ones, as three, but individually, would it be
- 15 appropriate, or -- to have all three before us?
- MS. COLAIZZI: Mr. Brentley, for
- 17 clarification --
- MR. WEISS: Those passed.
- 19 MS. COLAIZZI: -- those other two passed.
- 20 This is the only one that did not, that's the why it
- 21 is being brought back up.
- MR. WEISS: Mr. Brentley?
- MR. BRENTLEY: I'm sorry.
- 24 State it again, please, I'm trying to read
- 25 his lips.

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1 MR. WEISS: This is a five year renewal of
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- 2 the Northside Urban Pathways Charter School.
- MR. BRENTLEY: I will have to keep my vote
- 4 the same, I am in support of children, and parents,
- 5 and my vote will stay the same, and that is, no.
- 6 MR. WEISS: Mrs. Colaizzi?
- 7 MS. COLAIZZI: Yes.
- MR. WEISS: Mr. Dowd?
- 9 MR. DOWD: Yes.
- 10 MR. WEISS: Mrs. Fink?
- MS. FINK: Reluctantly, yes.
- MR. WEISS: Mr. McCrea?
- MR. McCREA: Yes.
- MR. WEISS: Mr. Sumpter?
- MR. SUMPTER: Yes.
- MR. WEISS: Mr. Taylor?
- MR. TAYLOR: The vote was symbolic, I
- 18 thought the message that the Board was trying to send
- 19 was an appropriate one, so I am going to maintain the
- 20 vote that I cast last Wednesday.
- MR. WEISS: Is that a no?
- MR. TAYLOR: Uh-huh.
- MR. DOWD: Okay.
- Mr. Romaniello, I'm sorry, I missed you
- 25 here.

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MR. ROMANIELLO: That's all right.
1
2
              Yes.
              MR. WEISS: And Mr. Isler I believe is no
 3
4 longer on the phone; is that right?
 5
              MS. COLAIZZI: Mr. Isler is no long on the
 6 phone.
7
              MR. WEISS: The vote is six in favor, two
8 opposed, and one absent.
9
              MS. COLAIZZI: May I have a motion to close
10 this meeting?
              MR. DOWD: So move.
11
12
             MS. COLAIZZI: Second?
13
            MS. FINK: Second.
14
15
             (Thereupon, at 7:10 p.m., the Legislative
16 Meeting was concluded.)
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1	C-E-R-T-I-F-I-C-A-T-E
2	I Eugene C Fergion the undergioned de beach
3	I, Eugene C. Forcier, the undersigned, do hereby
4	certify that the foregoing thirty-one (31) pages are a
5	true and correct transcript of my stenotypy notes
6	taken of the Special Legislative Meeting held in the
7	Pittsburgh Board of Public Education, Administration
8	Building, Board Room, on Wednesday, March 29, 2006.
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11	L-c.Z
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13	Eugene C. Forcier, Court Reporter
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