The Collective Bargaining Agreement

Between and with the

Duquesne City

Education Association

and the

Duquesne City School District

July 1, 2026 – June 30, 2027

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Article I – Recognition

The Duquesne Education Association, hereinafter called the bargaining agent, is hereby recognized by the School District of the City of Duquesne, hereinafter called the Employer, as the bargaining agent for the professional employees, hereinafter called the Bargaining Unit, and for the employees properly included in the Bargaining Unit as certified by the Pennsylvania Labor Relations Board at case number PERA-R598-W, under the conditions of Pennsylvania Law (Act 195) providing for collective bargaining for public employees. The District recognizes that long-term (permanent) substitutes are included in the Bargaining Unit. Long-term substitutes are defined as employees who are reasonably expected to be employed for a semester or more in a single position. Day-to-Day Substitutes are not in the Bargaining Unit.

Both parties aver that this Agreement sets forth the terms and conditions to which each party agrees to be bound, and that such Agreement has been reached voluntarily without undue or unlawful coercion or force by either party.

Article II – Term of Agreement

Effective Date

This Agreement shall be effective July 1, 2026, and shall continue in effect until June 30, 2027, subject to the Association's right to negotiate a successor Agreement. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Article III – Grievance Procedure

A. Purpose

The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

B. Definitions

1. Grievance

A grievance is hereby defined as an alleged violation, misinterpretation, or misapplication of any of the provisions of this Agreement.

2. Complaint

An alleged act which adversely affects the conditions of employment of a teacher or the Association or a misinterpretation, or inequitable application of rules or regulations by the Board of School Directors or its agents. Any complaint not arising under the terms of this Agreement shall be processed in the same manner set forth below in this Article, except that the decision of the Board at Level Three shall be final.

C. Procedure

1. Time Limits

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual written agreement. If any of the time periods outlined in the following steps expire on a day other than a teacher work day, the period shall be held not to have expired until the next teacher work day following the expiration of the time period. Failure by the Association or the grievant to comply with the time limits set forth herein shall mean the grievance is decided on the basis of the District's last answer. Failure on the part of any District representative to comply with the time limits set forth herein shall mean the grievance may be advanced by the Association to the next level.

2. Steps

a. Level One – Principal or Immediate Supervisor

Within fifteen (15) calendar days of the occurrence of the subject matter of a grievance, a teacher with a grievance shall first discuss it with his principal or immediate supervisor, with the objective of resolving the matter informally. Upon mutual agreement, and in writing, this timeline may be extended to twenty (20) days. If an aggrieved person is disciplined at the District level, the grievance process immediately goes to Level II.

b. Level Two – Chief School Administrator

If an aggrieved person is not satisfied with the disposition of his grievance at Level I, he shall, within five (5) calendar days of the discussion with his principal or immediate supervisor, submit the grievance in writing to such principal or immediate supervisor and the Association**.** Within five (5) calendar days of the receipt of the written grievance, the principal or immediate supervisor shall answer same in writing. If the grievant is not satisfied with the written answer he may then refer the grievance to the Superintendent within five (5) calendar days of receipt thereof. The Superintendent shall act upon the grievance within ten (10) calendar days.

c. Level Three – Board of School Directors

If the grievance has not been settled at Level II, the employee, within ten (10) calendar days of the receipt of the Superintendent's written answer, may file his grievance with the Board of School Directors. Providing the grievance is filed with the Board at least one week prior to its next regular monthly meeting, the Board shall, on the date of that meeting or the next meeting if the grievance is filed less than one week prior, meet with the employee, his counsel, if any, and all involved parties to consider the grievance and attempt to resolve it. The Board will render a decision within ten (10) calendar days of the meeting.

d. Level Four – Arbitration

(1) If the Association is not satisfied with the decision rendered at Level III, then it may, within ten (10) calendar days after a decision at Level III, or within forty (40) calendar days after the date the alleged grievance was submitted at Level III, serve written notice upon the Board that it is submitting the alleged grievance to arbitration.

(2) Within ten (10) calendar days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable Arbitrator to serve. If the parties are unable to agree upon an Arbitrator or to obtain such a commitment within the specified period, a request of arbitrators shall be made in accordance with Section 903 of Act 195. The Arbitrator is hereby authorized only to clarify and interpret the express terms, provisions or clauses of this Agreement, and the Arbitrator shall not have the authority to enlarge, alter, modify, delete or change the express terms, provisions or clauses of this Agreement.

(3) The Arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than twenty (20) calendar days from the date of the statements and proof on the issue are submitted to him. The Arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted.

D. Rights of Teachers to Representation

1. Teacher and Association

   Any party in interest may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected or approved by the Association.

2. Reprisals

   No reprisals of any kind shall be taken by the Board or any member of the administration against any party in interest, any representative, any member of the Association or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. Group Grievance

   If in the judgement of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level II and shall be subject to all of the other limitations contained in Subsection C.

2. Forms

   Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so far as to facilitate operation of the grievance procedure.

3. Meetings and Hearings

   All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this Article.

4. Grievance Mediation

   Prior to Arbitration either party may request that the Grievance Mediation Service of the Pennsylvania Bureau of Mediation be utilized in an attempt to resolve the matter. The other party may reject this request and the matter shall be moved directly to Arbitration.

Article IV – Rights of Professional Employees

A. Just Cause Provision

No tenured teacher shall be disciplined (including discharged), in any manner without just cause. Any such action asserted by the Board, or any agent or representative thereof shall be subjected to the adopted grievance procedure.

B. Required Meetings or Hearings

Whenever any teacher is required to appear before the Superintendent or his or her designee, Board or any committee or members thereof concerning any matter which could adversely affect the continuation of that employee in his office, position or, employment or the salary or any increments pertaining thereof, then he shall be given prior written notice of the reasons for such initial meeting or interview and shall be entitled to have a representative of the Association or legal counsel present to advise him and represent him during such meeting or interview. However, where due to exigent circumstances where such notice would be impracticable, said notice may be given verbally. Any accrued or deferred earnings will be paid to a teacher who is suspended pending charges providing the charges are not sustained.

C. Complaints

Any complaints regarding an employee made to any member of the administration by any parent, student or other person which are used in any manner in evaluating an employee shall be promptly investigated, and called to the attention of the employee.

The employee shall be given an opportunity to respond to and / or rebut such complaint and shall have the right to be represented by the Association and / or his counsel at any meeting or conferences regarding such complaint. The employee shall not be entitled to any additional compensation for this meeting.

D. Derogatory Material

If any written report derogatory to the employee's conduct, service, character or personality is placed in the employee's personnel file; he shall be entitled to review such document prior to the placement in the official personnel file. The employee shall acknowledge that he has had the opportunity to review such materials by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Chief School Administrator or his designee and attached to the file copy. At the end of three (3) years after the date of the written report submitted in the employee's personnel file, without a repeat incident of the same nature, the written derogatory report shall / will be removed upon written request to the Superintendent. This shall not include final rating forms of the teacher and any anecdotal attachments.

Article V – Rights of the Association

A. Information

The Board agrees to furnish upon request such financial and personnel data as may be reasonably required by the Association in developing sound recommendations. Any reasonable information which may be necessary for the Association to process any grievance or complaint shall be made available by the Board.

B. Release Time for Meetings

Whenever any representative of the Association or any professional employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in pay and shall be released provided the Association agrees that it will reimburse the School District the cost of sub-teacher required.

C. Use of School Buildings

The Association and its representatives shall normally be allowed the use of the school buildings for meetings after school hours and during Clerical days. Arrangements for such faculty meetings shall be made with the Principal of the building in which the meeting is planned.

D. Discussion of Agreement

The Association's representatives shall meet with the Superintendent or his or her designee at least once a month during the school year to review and discuss current school problems and practices and the administration of this Agreement.

E. Agendas

A representative of the Association shall be given a place on the agenda of the regular Board meetings, Faculty meetings, and on Orientation Day for brief reports and announcements.

F. Release Time

The Board, at the discretion of the Superintendent or his or her designee, shall permit the President of the Association or his or her designee nine (9) Association days in each year of the contract to carry out Association business provided such does not include attending, without testifying, in any type of hearing of inquiry against the Board or Administration.

G. Bulletin Boards

A designated area of the bulletin boards in the office, faculty rooms and each building shall be provided for use by the Association. No derogatory material shall be posted on these bulletin

boards. Copies of all materials to be posted on such bulletin boards shall be given to the building principal for his approval as to its derogatory nature prior to posting.

H. Mail Facilities and Mail Boxes

The Association shall have the right to use the inter-school mail facilities and school mail boxes for non-derogatory materials as it deems necessary. Copies of inter-school mail shall be given to the building principal for his approval as to its derogatory nature prior to depositing.

I. Use of School Equipment

The Association shall have the right to use school facilities and equipment when such equipment is not otherwise in use. Additionally, the Association shall have the right to duplicate materials for its own use without having to submit said materials to the District for duplication. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use.

Article VI – Teacher Work Year

A. School Calendar

The school calendar for each year of this Contract shall be given to the Association for study as well as necessary suggestions for modifications before April 30th preceding that school year. The final decision on the school calendar will remain at the sole discretion of the District.

B. School Work Year

The school year for each year of this Contract shall be as follows:

181 student days

9 in-service days

4 clerical days

In addition, the District may require a new employee to attend a two (2) day orientation program. If the District hires a bargaining unit member, mid-year, they will be given two (2) days where possible to shadow a current District employee and prepare their assigned work area for students.

There shall be four (4) clerical days per year. The Administration shall not be permitted to call a meeting(s) on clerical days.

Days not identified may be used for additional Act 48 training, Community Involvement, or for other reasons as identified by the Superintendent or his or her designee.

C. Early Dismissal

In each year of this Contract, there shall be a minimum of three (3) early dismissals. These early dismissals shall be on the day preceding the Thanksgiving vacation; the day preceding the Christmas vacation; the day preceding the Spring (Easter) vacation. Teachers will be dismissed at 12:30 PM on each of these days.

Article VII – Teacher Hours and Conditions

A. Medical

The District, at its expense, shall have the right to conduct medical examinations of its teachers and other Bargaining Unit staff as set forth in Section 1418 of the PA Public School Code of 1949, as amended.

B. Grades

Upon receipt of request for a change of grade by a student, the building principal shall have a consultation with the teacher and in absence of evidence of the incorrectness of the grade, it shall remain as recorded.

C. Unsafe Conditions

1. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety and well-being. Teachers are required if they become aware of an unsafe condition to notify the building principal or his designee in writing.

2. Teachers shall not be required to take physical affirmative action to break up fights that would subject themselves to risk of physical danger or harm.

3. The Administration and Board and professional staff shall take the necessary legal action to deal with disruptive students after the procedure in the Board Policy is exhausted. Reasons for such action shall include but not be limited to, incorrigibility, truancy, insubordination or any other conduct deemed inappropriate for the school setting. The Board of School Directors shall direct its Superintendent or others under such rules and regulations as the Board may adopt, to proceed against a student or students before the juvenile court or as otherwise provided by law for the aforementioned incorrigible, truant or insubordinate behavior. Additionally, any and all conduct deemed inappropriate for the school setting.

4. Once the student day has begun, no visitors to the school, including parents, may enter the classroom unannounced. Parents wishing to observe instruction of the curriculum during the instructional day must obtain permission from the administrator in advance with 24-hour notice given to the teacher, and then make arrangements for a specific time and date. Interruptions to the instructional day shall be kept to a minimum.

D. Teacher Day

1. For the duration of this Contract, the teacher work day shall be 7 hours and 55 minutes including a one-half hour duty free lunch period.

2. The District shall have the right to implement a sign-in procedure. The District shall have the right to implement a sign-out procedure for employees leaving prior to the end of the normal work day.

3. Preparation Periods

   a. A minimum of one (1) period per day during which time they shall not be assigned to other duties. Preparation time will not be scheduled before period 1 or after the last period of the student day and will be continuous / uninterrupted.

   b. Teachers who are not regular classroom teachers shall be provided with preparation time to the same extent as classroom teachers.

   c. The Superintendent, in consultation with the Duquesne Education Association, shall have the authority to adjust the daily teacher work schedule in extenuating circumstances due to health-related outbreaks to protect students, staff, and the community when the general health, safety, and welfare of students may be affected. However, the Association maintains its rights to bargain the impact of any such adjustments.

4. At all other times, except lunch period and prep time, the teachers may be given professional duties and assignments, including teaching duties with students, subject to Article XV.

E. Part-time Employees

Nothing contained herein shall be deemed to restrict the right of the District to hire teachers on a half-time basis or to demote any teacher hired on a full-time basis on or after August, 1990 to less than a full-time basis after the procedures guaranteed in Section 1151 of the School Code or the grievance procedure contained herein are observed. The teacher's election to pursue one remedy shall be deemed exclusive and the teacher shall not be entitled to invoke both the contractual and statutory remedy.

F. Open House

Open House attendance shall be mandatory for all professional employees unless excused for emergency reasons by the building principal. Professional employees shall be compensated through an early dismissal on a mutually agreed upon date.

G. IEP Writing Days

The District may provide special education teachers with up to four (4) days per year of release time for the preparation of IEP's, IEP meetings and other related documents. Teachers may be granted additional release time on an as needed basis, upon approval by the Superintendent or designee. All requests for release time should be made in writing to the Superintendent or designee.

H. Pupil Personnel

Pupil Personnel, which includes school counselors, school social workers, school nurses, and school psychologists, shall be granted up to five (5) days, with Superintendent approval, to be used before or after the defined work year in Article VI to perform duties and responsibilities pertaining to students. A mutually agreeable schedule shall be developed by the building administrator and the pupil personnel to outline duties that need performed. Compensation shall be at the individual's daily rate. The use of these days shall be mutually agreed upon by the District and the employee.

I. If a member is assisting with a fellow staff member or student in a significant medical emergency, including but not limited to an involuntary admission or physical medical emergency, with the prior approval of the Superintendent then said member or members will be compensated at the ancillary rate for any hour that extends beyond the end of their contracted workday. Additionally, if the medical emergency exceeds two (2) hours beyond the end of their contracted workday and occurs Monday – Thursday, said member(s) shall be granted an adjusted start time of thirty (30) minutes the following day after their contracted workday begins.

Article VIII – Travel Expenses Reimbursement

Employees shall not be required to drive students to activities which take place away from the school building. Employees using their personal automobile on approved school business must receive prior approval from the building principal for such use and shall be compensated at the maximum rate per mile allowed by the Internal Revenue Service for the use of his own automobile.

Article IX – Professional Qualifications and Assignments

A. Limitations

Teachers shall not be assigned outside the scope of their certifications. Any teacher required to teach in an alternative area of certification shall be given ten (10) days' notice or as feasibly reasonable prior to assuming new duties.

B. Notification of Schedule

All teachers must be given written notice of their final and complete schedule and anticipated room assignment for the forthcoming school year by the July 30th payday; except for vacancies caused by death, resignation or other such emergency leaves. In such instances, final and complete schedules shall be completed within twenty (20) days of such an occurrence.

C. Additional Assignments

Any assignments in addition to the normal teaching schedule during the regular school year, including adult education classes, summer school classes and other extra duties, shall not be obligatory but shall be with the consent of the teacher. The assignment of all extra duties is at the discretion of the School Board. The employer reserves the right to hire individuals outside of the Bargaining Unit regardless of whether Bargaining Unit personnel would apply. The Employer reserves the exclusive right to add or delete from the additional assignment positions without any limitation and if there is a savings, realize it. The Board may remove a person during such assignment for just cause. Additional assignments can be found attached heretofore as Appendix B.

Article X – Vacancies and Transfers

A. Request for Transfer

The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its professional employees. Requests by a professional employee for transfer to a different class, building or position shall be made in writing, one copy of which must be filed with the Superintendent and the building principal, and one copy of which must be filed with the President of the Association. The application shall set forth the reasons for transfer, the schools, grade, or position sought, and the applicant's academic qualification. Such request shall be reviewed upon the applicant's request or as vacancies occur. The final decision shall rest in the sole discretion of the School Administration and Board.

B. Posting of Vacancies

Whenever a professional bargaining unit vacancy arises or is anticipated, the Superintendent shall promptly post a notice of same before the position is filled and notify the Association. Notice of vacancies when school is not in session shall be given to the Association president. Vacancies shall be filled on the basis of experience, competency, and qualifications of the applicant, length of service in the District, and other relevant factors. Any new professional Bargaining Unit positions shall be posted with accompanying job description, qualifications and salary. The final decision shall rest in the sole discretion of the School Administration and Board. Nothing contained herein shall be construed to require the Board of School Directors to fill a vacancy solely on the basis that a vacancy has been posted.

C. Involuntary Transfers

The School District shall give full consideration to the teacher's views when making involuntary transfers and the transfer will only be made after a conference including the employee and their direct administrator. A written explanation for the transfer will be provided upon request. No employee will be involuntarily transferred during the school year except in the case of death, retirement, resignation, or extended leave. The District will provide resources and materials for the transfer. The final decision shall rest in the sole discretion of the School Administration and Board.

Article XI – Employee Evaluation

A. Evaluation

An employee shall be given a copy of any class visit, observation, or evaluation report prepared by his evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the main office, placed in the employee's file, or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form. If the employee refuses to attend a scheduled conference, the evaluation report shall be entered into the employee's files. All such evaluations shall be in compliance with Act 82, as it may be amended from time to time, and the Pennsylvania Department of Education regulations.

B. Notice of Evaluation

Prior to the filing of any evaluation report, the immediate supervisor of a professional or temporary professional employee shall have had appropriate communication, including but not limited to all steps listed below, with said employee regarding his performance as a teacher as follows:

a. Such reports shall be issued in the name of the appropriate supervisor based upon a completion of reports and observations.

b. Such reports shall be addressed to the employee.

c. Such reports shall be written in narrative form and include:

    a. Strengths of the employee as evidenced during the period such as the previous observation report.

    b. Weakness of the employee as evidenced during the period since the previous observation report.

    c. Specific suggestions as to measures which the employee might take to improve his performance in each of the areas where weaknesses had been indicated.

C. The Employer agrees to abide by all laws then in effect pertaining to employees' right to examine personnel files.

Article XII – Illness or Disability

A. Sick Leave Days

1. On the first day of each school year, each teacher shall be credited with ten (10) days sick allowance to be used for absences caused by illness or physical disability of the teacher. The unused portion of such allowance shall accumulate from year to year without limitation. The Employer shall make a payment of fifty dollars ($50.00) for each unused sick leave day to those persons who retire from the District following ten (10) or more years of service. This Section, as it applies to the payment for unused sick days, is exclusive of any payment an employee may receive under the retirement incentive contained in Article XXVII. Therefore, an employee who opts to take the retirement incentive will not qualify for payment of unused sick days under this Section.

2. In an effort to encourage employee attendance, an employee who has not used any sick leave days shall be entitled to a bonus of three hundred fifty dollars ($350.00) per semester; any employee who has only used one (1) sick leave day during the school year is entitled to a bonus two hundred fifty ($250.00) per semester; any employee who has only used two (2) sick leave days during the school year is entitled to a bonus of one hundred fifty ($150.00) per semester.

3. Employees who sever their employment with the District for employment in another District are entitled to transfer up to twenty-five (25) days accumulated sick days.

4. An employee accidently injured in remunerative work unrelated to school duties shall not be entitled to sick leave benefits.

5. Furloughed teachers hired as long-term substitutes shall accrue one (1) day's sick allowance for every eighteen (18) days worked per school year, not to exceed ten (10) days per year.

6. The District will require after three (3) consecutive days of sick leave an employee to supply the District with a written physician's excuse. The employer reserves the right, where it is believed that employee(s) is / are abusing sick days to require, upon notice, a written physician's excuse.

B. Leave of Absence

A tenured teacher who is unable to teach because of a personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to one (1) year and the leave may be renewed at the sole discretion of the District. A teacher shall be restored to a position within their certification level upon return from such leave.

An employee on unpaid leave(s) of absence shall be eligible for advancement to the next salary step upon return, provided the days worked number at least 97 days unless the closing of schools

for any reason prevents a teacher from completing the required workdays. Days worked shall include days off with pay.

The District has a policy regarding the Family and Medical Leave Act which grants employees twelve (12) weeks of unpaid leave subject to the restrictions contained in the policy and in accordance with law.

C. Notification of Accumulated Sick Leave

Teachers shall be given a written account of accumulated sick leave days no later than September 15th of each school year.

Article XIII – Temporary Personal Leaves of Absence

A. Types of Paid Leave

Teachers shall be entitled to receive the following non-cumulative leaves of absence with full pay each school year:

1. Personal Leave

   a. Four (4) days leave of absence to tenured teachers and three (3) days leave of absence to non-tenured teachers for personal, legal, business, household or family matters which require absence during school hours. Teachers may not take more than two (2) consecutive personal days. Personal days may not be used before or after a scheduled holiday. For example, a teacher may not use a personal day on the Friday proceeding Labor Day weekend. Notice to the teacher's principal or other immediate supervisor for personal leave shall be made at least two (2) days before taking such leave (except in the case of emergencies.) Said notice shall not state the reason for taking such leave other than it is being taken under this Section. Personal days may be taken on a half-day basis. Personal leave may not be taken so as to cause more than fifteen (15%) percent of the teaching staff to be absent at any one time. In the event that the District receives requests for personal leave in excess of fifteen (15%) percent limitation the personal leave requests will be granted in the order in which they are received by the District.

   b. In an effort to encourage employee attendance, the School District will award any employee who has not used any of their personal or emergency days for a semester a bonus of one hundred and seventy five dollars ($175.00) per semester. In addition, any unused personal days will convert to sick days.

2. Bereavement Leave

   Up to five (5) consecutive work days within a seven (7) day calendar period at any one time in the event of death of a teacher's spouse, child, parent, step-parent, step-child, father-in-law, mother-in-law, brother, sister, grandparent, grandchild and any other person who resides in the same household.

   Up to three (3) days will be granted at any one time in the event of death of a teacher's brother-in-law, sister-in-law, daughter-in-law, or son-in-law.

   One (1) day will be granted in the event of death of a teacher's aunt, uncle, niece, nephew, or first cousin.

   In the event of a postponed funeral, memorial service, or a funeral that's more than 100 miles from the employee's home, the Superintendent shall have the discretion to postpone bereavement leave or extend bereavement leave provided the Bargaining Unit member provides proof of services.

B. Child Bearing / Child Rearing Leave

The Employer shall grant child bearing leave in accordance with applicable federal and state law. In addition, the Board, in its sole discretion, may grant up to one (1) year uncompensated child rearing leave.

C. Sabbatical Leave

1. Teachers who have been employed for ten (10) years in a public-school district in the Commonwealth may be granted a sabbatical leave for one (1) year. During said sabbatical leave, the teacher shall be considered to be in the employ of the Board and shall be entitled to a second sabbatical leave every seven (7) years thereafter. During said sabbatical leave, the employee shall be paid one-half (1/2) of his salary.

2. The Board will grant sabbatical leaves in accordance with the provisions of the laws of the Commonwealth of Pennsylvania.

3. A teacher upon return from a sabbatical leave shall be restored to his exact same position or to a position of like nature, if so certified, should his position have been abolished and shall be placed at the same position on the salary schedule as he would have been had he taught in the District for such period.

D. Jury and Witness Duty

1. Scope

An employee summoned for jury duty or subpoenaed as a witness by the School District shall not suffer loss of pay. The difference between fees for such duty and the normal daily rate of pay shall be paid by the School District. Any reimbursement for expenses received by the employee shall not be included in this calculation.

2. Pay Provisions

Said day(s) shall not be deducted from a teacher's personal leave days.

Article XIV – Seniority, Furloughs, and Recalls

Seniority

A. Seniority for teachers Seniority for teachers hired prior to July 1, 1995 shall be subject to the seniority provisions set forth in the 1990 – 1995 Contract which are as follows:

1. Seniority as used in this Article and for the purpose of this Article only, means the length of continuous service of a temporary professional employee and professional employee with the District from the initial date of work as a temporary professional employee or a professional employee, or from the first day of return to continuous service subsequent to a break in seniority as hereinafter provided. The initial date of work as used herein means the effective date of active employment in the District as a temporary professional employee or a professional employee as indicated in the official School Board minutes.

2. When employees have the same initial date of work seniority shall be broken by counting service; (a) as a long-term substitute immediately prior to the initial date of work; and (b) total service, if broken, in the District. If this fails to break a tie, it shall be broken by lottery, the results of which shall be binding during all future employment. The lottery procedure shall be determined by the District in consultation with the Association.

B. Seniority for all those individuals hired after July 1, 1995 shall be set forth as follows:

1. Seniority means the length of continuous service of a temporary professional employee and professional employee with the District from the date of hire by the Board of School Directors as a temporary professional employee or professional employee or from the first day of return to continuous service subsequent to a break in seniority as hereinafter provided. Hiring will be determined by the minutes of the Board of School Directors.

2. When employees have the same initial date of hire, seniority shall be broken by total service with the District. If this fails to break a tie, it shall be broken by lottery to be held at the time of hiring, the results of which shall be binding during all future employment. The lottery procedure shall be determined by the District in consultation with the Association.

C. Long-term substitutes shall have no seniority rights.

1. Suspended professional employees who are recalled as long-term substitutes shall continue to accrue seniority during the period worked as a long-term substitute.

2. Approved leaves of absence shall not constitute a break in service for purposes of computing seniority for suspension purposes, whether taken before or after the effective date of this Agreement. A professional employee shall continue to accrue seniority during suspension and all approved leaves of absence.

3. An employee working less than full-time shall accrue seniority on a pro-rated basis. Professional employees who are involuntarily reduced to less than full-time status shall continue to accrue seniority as if the employee was working full-time.

D. Seniority Breaks

Continuity of service shall cease and seniority shall be broken by:

1. Resignation or retirement approved by the Board.
2. Discharge.
3. Unauthorized absence, including failure to return to service following termination of an approved leave of absence.
4. Failure of a furloughed employee to opt to take a permanent position when one is offered.

E. Seniority List

The Association and District will jointly prepare a seniority list no later than October 1st of each school year. The parties shall sign the prepared document.

F. Realignment

When attrition is insufficient to effect the reduction of employees, the individual employees shall be suspended (furloughed) in accordance with sections 1124 and 1125.1 of the PA Public School Code of 1949, as amended. [24 P.S. § 11-1124 to 11-1125.1]

G. Recall

Furloughed employees who annually report to the District in writing their current address and intent to accept the same or similar position when offered shall be recalled on the basis of certification and seniority with the most senior being recalled first. Failure of an employee to file such report by June 30th under the terms of this Section shall be deemed to be a permanent waiver of any recall rights. For purposes of recall certifications earned after suspension shall be considered valid.

H. Waivers

The District shall assist employees in retaining positions or in returning to regular employment by seeking waivers of certification wherever possible.

Article XV – Temporary Vacancies

A. Use of Teachers as Substitutes

In those cases where regular substitutes are not available, regular teachers who volunteer may be used as substitutes during their preparation time. In the absence of volunteers, a teacher may be assigned to serve as a substitute and the assigned teacher shall be compensated at the rate of fifty dollars ($50.00). The final decision to assign substitutes shall be at the sole discretion of the district.

B. Substitutes

1. Categories

The School District and the Association hereby agree that the following two (2) categories of substitute teachers exist and are defined as follows:

a. Long-Term Substitute Teachers

Long-term substitute teachers are engaged for a specific assignment to temporarily replace a full-time teacher that is scheduled for or can be anticipated to exceed sixty (60) school days in length. Long-term substitute teachers are expected to prepare lesson plans and conduct themselves in a manner like the full-time teacher they are temporarily replacing. Examples that could lead to a long-term assignment include extended leaves that occur during a year for medical reasons, family reasons, and approved leaves without pay.

b. Building Substitute Teachers

Building substitute teachers are defined as substitutes that work on a daily basis as assigned at the discretion of the building principal.

2. Compensation and Benefits

The School District and the Association hereby agree that the Compensation and Benefits for each type of substitute teacher shall be as follows:

a. Long-Term Substitute Teachers

Long-term substitute teachers will be placed at an appropriate step on the District's salary schedule from the first day of the assignment and provided health care coverage starting after ninety (90) calendar days in the assignment, unless prevented by illness or other approved leave, for the duration of the assignment.

b. Building Substitute Teachers

Building substitute teachers are compensated at a flat rate of one hundred and fifty dollars ($150.00) for each day worked and shall be eligible for individual health care benefits after ninety (90) days.

Article XVI – Maintenance of Classroom Control and Discipline

A student discipline code has been adopted by the Board. Problems regarding the enforcement of the adopted discipline code shall be subject to the Grievance Procedure through the Superintendent's level.

Article XVII – Insurance Protection

A. All insurance coverage shall be in accordance with the terms of the insurance policy.

B. Health Care

1. All teachers are entitled to the standard insurance coverage provided through the Allegheny County Schools Health Insurance Consortium (ACSHIC.) Each employee shall contribute to the monthly EPO premium as shown in the table below. If an employee elects the PPO plan, the employee shall pay the same premium share as the EPO rate plus the difference between the EPO and PPO monthly premium.

Employee Contribution (per month)	2026 – 2027
EPO – All Coverage	6%

2. Incentive

If an employee opts out of the coverage provided by the District by virtue of dual coverage with spouse or family member, the District will provide such employee with three hundred dollars ($300.00) per month compensation. In the event that twelve (12) or more employees opt out of the coverage provided by the District, the District provided compensation will increase from three hundred dollars ($300.00) per month to twenty-five (25%) percent of the monthly premium for the coverage for which the employee is eligible for so long as twelve (12) or more employees continue to have opted out. The District agrees to adopt or maintain an IRS Section 125 Plan.

3. There shall be no dual coverage provided and only if the Employer has a better policy than the employee could be covered under from any other source shall the Employer be liable for premiums.

C. Life Insurance

Full cost of group term life insurance shall be provided for employees in the amount of $49,999.00 for the life of this contract.

D. Dental Care Insurance

The District will provide dental care coverage with the standard Allegheny County Schools Health Insurance Consortium (ACSHIC) program for employees and their dependents.

E. Vision Care Coverage

The District will provide vision care coverage with the standard Allegheny County Schools Health Insurance Consortium (ACSHIC) program for employees and their dependents.

Article XVIII – Personal Academic Freedom

Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, providing said activities do not violate any local, state, or federal laws.

Article XIX – Protection of Teachers, Students and Property

A. Lawful Force

A teacher may use lawful force as is necessary to protect himself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil.

B. Support

The Board will support the teacher in seeing that the rules and regulations of the Board are carried out. Any disagreement under this paragraph shall be resolved under the complaint procedure.

C. Assault

1. Teachers shall immediately report cases of assault suffered by them in connection with their employment to their building principal. The building principal shall promptly report such assault to the Superintendent, who shall in turn consult with the responsible parties, complying with any reasonable request from the teacher for information in his possession relating to the incident.

2. Where a teacher, during the course of his employment is injured as a result of a student assault upon him, the Superintendent shall make an investigation and report the findings of his investigation to the Board. The lost time from work shall not be counted against the teacher's sick leave or personal leave days and the teacher shall be paid his regular compensation derived under this or subsequent Agreements, less sums recoverable under Workmen's Compensation, for such a period as a physician chosen by the Board shall certify that said teacher is temporarily unable to perform his work duties. Upon receiving said physician's certification of disability, the Board shall approve payment.

3. The Board shall reimburse a teacher in the event of student assault upon a teacher, during the course of his employment, resulting in damage to the clothing and personal property of the teacher. The teacher shall immediately report same to the building principal, who shall in turn promptly report same to the Superintendent. The Superintendent shall make an investigation and report the findings of his investigation to the Board. If the Superintendent's investigation bears out the claim, the Board shall authorize payment.

4. Professional employees testifying at any hearing or legal proceeding as a result of either being physically or verbally assaulted within the course of their employment with the Duquesne City School District, shall suffer no loss of pay nor shall he / she / they be required to use a personal day.

Article XX – Payment for Ancillary Duty

Hourly payment for any professional duty such as summer, evening school scheduled beyond the regular work day / year or use of preparation time shall be fifty dollars ($50.00).

Article XXI – Salaries

Salaries shall be paid on the fifteenth (15th) day of the month and the last day of the month. If the fifteenth (15th) or the last day of the month falls on a weekend or a federal holiday as identified by the US Office of Personnel Management, salaries shall be paid on the closest date prior to the weekend or federal holiday.

Article XXII – Membership Dues Deduction

A. Deduction from Salary

The Board agrees to deduct dues from the salaries of members of the local Association, the Pennsylvania State Education Association, and the National Education Association as said members authorize the Board to deduct and transmit the monies by check promptly to the Duquesne City Education Association.

Deductions referred to in the paragraph above will be made in as nearly equal monthly installments as practicable during the school year.

B. List Supplied to the Board

No later than the fourth week of September in each school year, the Duquesne City Education Association will provide the Board with a list of those employees who have authorized the Board to deduct dues for the Association in Paragraph A above.

C. Maintenance of Membership

Maintenance of Membership shall be defined and provided for in the Public Employee Relations Act (Act 195.)

D. Hold Harmless

If any legal action is brought against the District as a result of any actions it is requested to perform by the Association pursuant to this Article, the Association agrees to provide for the defense of the School District at the Association's expense and through counsel selected by the Association. The School District agrees to give the Association immediate notice of any such legal action brought against it and agrees to cooperate fully with the Association in the defense of the case. If the School District does not fully cooperate with the Association, any obligation of the Association to provide a defense under this Article shall cease.

Article XXIII – Miscellaneous Provisions

A. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict for any professional employee or the Board such rights as they may have under the laws of the Commonwealth of Pennsylvania or the Public Employee Relations Act, Act 195, or other applicable laws and regulations. The rights granted to professional employees and the Board hereunder shall be deemed to be in addition to those provided by the aforementioned laws and in the Department of Education regulations.

B. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.

C. Compliance Between Individual Contract and Master Agreement

Any individual contract between the Board and an individual teacher heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. To the extent that any individual contract may contain any inconsistent language with this Agreement, the language contained in this Agreement shall be controlling.

D. Printing Agreement

Copies of this Agreement shall be printed after agreement with the Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all teachers now employed, hereafter employed, or considered for employment by the Board.

E. Notice

Whenever any notice is required to be given by either of the parties to this Agreement to the other party, pursuant to the provision(s) of this Agreement, either party shall do so by first-class mail at the following addresses:

1. If by Association to Board at:

   Duquesne City School District
   300 Kennedy Avenue
   Duquesne, PA 15110

2. If by Board to Association at:

   President's home address

F. Fair Employment

The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall show that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of professional employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status or handicapping condition.

G. District and School Level Comprehensive Plan**s**

The Association and the District agree to work cooperatively to faithfully and fully implement the District K – 8 School Level and District Comprehensive Plans, as they currently exist and as they may be amended. At least three (3) bargaining unit members shall serve on the respective District and School Level Comprehensive Plan committees.

Article XXIV – No Strike – No Lock-Out Provision

A. Both parties agree to faithfully abide by the provisions of the Pennsylvania Public Employee Relations Law, Act 195 and Act 88.

B. The Association pledges that it will not conduct or cause to be conducted a strike during the term of this agreement.

C. The Employer pledges that it will not conduct or cause to be conducted a lock-out during the term of this Agreement.

Article XXV – Effect of the Agreement and Modification

A. The parties mutually agree that the terms and conditions expressly set forth in this Agreement represent the full and complete understanding, agreement and commitment between the parties hereto and that such Agreement has been reached voluntarily without undue or unlawful coercion, influence or force by either party.

B. All items included within the scope of bargaining, whether or not proposed, and all items proposed, whether agreed to or rejected, shall not be the subject of renegotiation or a duty to bargain until negotiations for a new Agreement commence in accordance with the provisions of Act 195 and this Agreement shall not be modified in whole or in part during its term, unless the parties mutually agree to alter, amend, supplement or modify it with said change by a written instrument duly executed by both parties.

Article XXVI – Professional Development and Educational Improvement

A. Credit Reimbursement

1. The Employer shall reimburse all employees for every credit the amounts set forth below, not to exceed eighteen (18) credits per fiscal year. Such credits must be in graduate level education courses related to Pennsylvania teacher certification at an accredited college or university, otherwise approved by the Department of Education and earned while employed by the Duquesne City School District. The employee shall be reimbursed within thirty (30) days of submitting all required documentation.

2. Only credits earned from an accredited college or university shall count towards movement on the salary scale. The District will accept up to six (6) IU credits per year to count towards horizontal movement on the salary scale.

3. Tuition for courses shall be reimbursed up to the amounts set forth for each credit at the rate of six hundred twenty-five dollars ($625.00) per credit in each year of the contract or the actual cost per credit paid by the employee, whichever is lower. Employees seeking tuition reimbursement shall be required to attain a B or better in each course for reimbursement.

4. Any employee who leaves the employment of the District for any reason whatsoever within three (3) years of receiving any tuition reimbursement from the District will be responsible to reimbursement the District as follows:

    a. Leaving within one (1) year of receiving tuition reimbursement – 100% of the amount of tuition received.

    b. Leaving after one (1) year but before three (3) years of receiving tuition reimbursement – 50% of the amount of tuition received.

    c. Leaving after three (3) years, no reimbursement will be required.

B. Induction

1. The Induction Program is intended to and shall serve the sole purpose of supporting the orderly process of newly hired teachers (Inductees) through the initial employment period.
2. The induction period for Inductees with no prior experience shall follow PDE requirements.

C. Act 48

All requirements needed to meet Act 48 legislation will be provided in-house by the Duquesne City School District during the scheduled Act 48 training days. All training must meet approved PDE standards.

Article XXVII – Salary and Other Compensation

A. Salary

The salary schedule attached hereto and incorporated herein as Appendix A, reflects the amounts to be paid for salaries. The schedules attached hereto are for the 2026-2027 school year.

B. Extracurricular Activities and Additional Assignments

The amount paid for each position shall be as indicated on Appendix B which is attached hereto and made a part of this Agreement.

C. Retirement Incentive

The District shall offer the following retirement incentive a minimum of once during the life of this Agreement. The District reserves the right to offer this or a different retirement incentive, at the District's discretion, at any other point during the life of this Agreement. This incentive shall apply to those employees who have reached thirty (30) years of service or beyond with at least twenty (20) years in the Duquesne City School District. Employees opting to retire upon reaching thirty (30) years or more years of service shall be eligible for a one-time payment of seven thousand five hundred dollars ($7,500.00) to be paid over three years plus a payment of one hundred ($100) per accumulated sick day up to 150 days and seventy-five dollars ($75.00) per accumulated sick day over 150 days and fully paid health insurance until age sixty-five (65) or Medicare eligible except that employees will be responsible for paying all increases in health insurance premium increases after the third year of their retirement.

Article XXVIII - Attestation of Agreement

In witness whereof, the Association has caused this Agreement to be signed by its President and Secretary and the Board has caused this Agreement to be signed by its President, attested by its Secretary and its Corporate Seal to be placed hereon, this day of **June 17**, **2026**.

ATTEST:

Signature on File
Secretary

DUQUESNE EDUCATION ASSOCIATION:

Signature on File
Monica Walker
President

ATTEST:

Signature on File
Secretary

DUQUESNE CITY SCHOOL DISTRICT
BOARD OF CONTROL:

Signature on File
William H. Kerr, Ed.D.
Receiver

Appendix A – Salary Schedules

Any DEA member awarded a doctorate will receive an annual stipend of two thousand ($2,000.00) dollars in equal installments per the District payroll calendar. This stipend will not be subject to annual increases and will be subject to proration based upon contract days worked after the degree has been awarded.

DUQUESNE EA 2026-2027						
STEP	**BACH**	**B+24**	**MAST**	**M+10**	**M+20**	**M+30**
1	58,000	61,245	64,505	67,760	71,010	74,310
2	58,245	61,490	64,750	68,005	71,255	74,555
3	58,595	61,840	65,100	68,355	71,605	74,905
4	58,995	62,240	65,500	68,755	72,005	75,305
5	59,395	62,640	65,900	69,155	72,405	75,705
6	59,845	63,090	66,350	69,605	72,855	76,155
7	60,345	63,590	66,850	70,105	73,355	76,655
8	60,845	64,090	67,350	70,605	73,855	77,155
9	61,345	64,590	67,850	71,105	74,355	77,655
10	61,945	65,190	68,450	71,705	74,955	78,255
11	63,145	66,390	69,650	72,905	76,155	79,455
12	64,945	68,190	71,450	74,705	77,955	81,255
13	66,945	70,190	73,450	76,705	79,955	83,255
14	68,945	72,190	75,450	78,705	81,955	85,255
15	80,995	84,240	87,500	90,755	94,005	97,305
16	87,195	90,440	93,700	96,955	100,205	103,505
17	93,495	96,740	100,000	103,255	106,505	109,805

Appendix B – Extracurricular Activities and Additional Assignments

Assignment	Annual Stipend
Mentor Teacher	$ 750
Football Head Coach	$ 2,500
Football Assistant Coach	$ 1,500
Boys Basketball Head Coach	$ 2,200
Boys Basketball Assistant Coach	$ 1,400
Girls Basketball Head Coach	$ 2,200
Girls Basketball Assistant Coach	$ 1,400
Cheerleading Head Coach	$ 1,500
Cheerleading Assistant Coach	$ 1,000
Volleyball Head Coach	$ 2,000
Volleyball Assistant Coach	$ 1,300
Boys Track Head Coach	$ 2,500
Boys Track Assistant Coach	$ 1,300
Girls Track Head Coach	$ 2,500
Girls Track Assistant Coach	$ 1,300
Boys Soccer Head Coach	$ 2,000
Boys Soccer Assistant Coach	$ 1,200
Girls Soccer Head Coach	$ 2,000
Girls Soccer Assistant Coach	$ 1,200
Baseball Head Coach	$ 2,000
Baseball Assistant Coach	$ 1,200
Softball Head Coach	$ 2,000
Softball Assistant Coach	$ 1,200
Musical Director	$ 2,500
Musical Support – Conductor / Dialogue	$ 1,000
Musical Support – Stage / Design Development	$ 1,000
Musical Support – Choreographer	$ 1,000
Musical Support – Costume Designer	$ 1,000
eSport Coach *	$ 1,000
Lego League Coach *	$ 1,000

** Stipend/Amount shown is per Semester*