

# **COLLECTIVE BARGAINING AGREEMENT**

for

**TEACHERS AND OTHER  
PROFESSIONAL EMPLOYEES**

between the

**PITTSBURGH BOARD OF  
PUBLIC EDUCATION  
PITTSBURGH, PENNSYLVANIA**

and the

**PITTSBURGH FEDERATION  
OF TEACHERS**

**LOCAL 400  
AMERICAN FEDERATION OF TEACHERS  
AFL-CIO**

**July 1, 2020 through June 30, 2024**

**Includes Extension Agreement**

**from**

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1. Emotional Support Programs and Services
2. Professionalism and Education Partnership (previous language)
3. Salary Schedule Placement for Newly Hired Teachers; Settlement of “Mifflinburg” Arbitration Case, Section 5.
4. School Nurses, Dental Hygienists, Health Partnerships
5. Student Discipline/Detention System
6. Tutorial/Homework/Assistance Program

**Special Archives**

Contractual Provisions of the Empowering Effective Teacher Plan in its entirety as contained in Part G of the 2010-2015 Collective Bargaining Agreement.

# **PREAMBLE**

This Agreement made and entered into as of the 1st day of July 1, 2020, by and between the Pittsburgh Board of Public Education and the Pittsburgh Federation of Teachers, Local 400, American Federation of Teachers, AFL-CIO.

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

### **ARTICLE 1**

#### **MUTUAL OBJECTIVES**

##### **OF THE BOARD AND THE FEDERATION**

1. The Pittsburgh Board of Public Education and the Pittsburgh Federation of Teachers mutually recognize and declare that they have the common goal of providing a thorough, efficient and effective system of public education for the children of Pittsburgh, characterized by educational excellence, equal opportunity, and the continuing improvement and utilization of the special skills, talents and interests of the educational staff.
2. To meet the needs of a progressive and forward-looking public school system, the Board and the Federation express a mutual obligation to and responsibility for education that extend far beyond the scope of a collective bargaining agreement governing terms and conditions of employment.
3. The parties agree that appropriate teacher dress is a positive example to students and a constructive influence on the general comportment of students and on the overall learning atmosphere in the schools.
4. The parties agree that clean, healthful, and safe conditions in the schools are a positive influence on the ability of teachers to teach and on a productive learning atmosphere for students.

### **ARTICLE 2**

#### **UNION RECOGNITION AND DUES DEDUCTION**

1. a. The Pittsburgh Board of Public Education, hereinafter sometimes referred to as the "Board," pursuant to applicable provisions of the "Pennsylvania Public Employee Relations Act of 1970," recognizes the Pittsburgh Federation of Teachers, Local 400, American Federation of Teachers, AFL-CIO, hereinafter referred to as the "Federation" or "Union," as the sole and exclusive bargaining representative for all professional personnel in those employment categories included in the May 23, 1968, and May 20, 1970, collective bargaining elections, as well as any employment categories added per the terms of this or any previous Agreement, all of whom are hereinafter referred to as "teacher" or "teachers."
- b. Included in the collective bargaining unit are Pennsylvania certified unrestricted day-to-day substitutes who have worked at least forty (40) days in each of two (2) consecutive semesters. If a break in consecutive semesters occurs as a result of working for a semester or semesters as a full-time substitute, as defined in this collective bargaining agreement, such break will not interfere with the counting of consecutive semesters. However, the semester in which full-time substitute work occurs will not count as a semester(s) toward the two (2) consecutive semesters necessary for inclusion in the unit. A day-to-day substitute within the bargaining unit shall lose unit eligibility in the event the substitute fails to work at least forty (40) days in a semester and will be required to fulfill the two consecutive semester requirement as described above in order to regain unit eligibility.
2. a. The Board will deduct from the pay of each teacher from whom it has received or receives an authorization to do so the Federation's annual membership fee in uniform dollar amounts or in a percentage, should the Federation adopt a uniform percentage dues in the future, with a single deduction, itemization, and reporting. A separate

deduction each pay and a separate itemization on the pay advice will be available for a Federation dedicated percentage dues, if such a dues is approved by the Federation membership. The parties shall meet to mutually agree upon an implementation date for any dues structure changes.

- b. Under the existing Federation dues structure, deductions will continue to be made annually within a ten (10) month period, excluding the months of July and August. All deductions will be made in equal payments from each regular paycheck. The authorization for dues deductions shall remain in effect throughout the term of this Agreement. A revocation of any membership may only commence immediately following the expiration of this Agreement, provided timely notice of same shall be submitted to both the Board and the Federation by individual certified letter during a thirty (30) day period running between sixty (60) days and thirty (30) days immediately prior to the expiration date of this Agreement. The fees and a list of the teachers from whom they have been deducted and the amount deducted from each shall be forwarded to the Federation office no later than thirty (30) days after such deductions are made. The Federation agrees to defend, indemnify, and hold harmless the Board in connection with any cost or litigation arising out of any deductions made pursuant to this Section.
  - c. Percentage membership dues deduction for day-to-day-substitute Federation members shall be 1% of earnings.
3. The Board shall provide payroll deduction for voluntary contributions to the PFT Political Action Fund as follows:
- a. The Federation shall submit to the Office of Human Resources voluntary, signed PFT Political Action Fund payroll deduction authorization cards. Deductions will commence no later than the next month after the cards are received.
  - b. The voluntary, signed PFT Political Action Fund payroll deduction authorization cards shall specify a whole dollar amount to be deducted from the participating teachers' monthly pay, but with the deductions being made from each paycheck, i.e., from twenty (20) paychecks throughout the ten-month regular school year.
  - c. Any increase, decrease, or revocation of an authorization will not be effective during the school year. Any such increase, decrease, or revocation must be submitted in writing to the Office of Human Resources and shall be effective with the beginning of the next school year after the written request is received.
  - d. Monies voluntarily deducted under the provisions of this Section shall be remitted to the Federation twice annually:
    - (1) The first such payment each year to the Federation shall be made no later than August 31 and shall cover contributions for the months of January through June.
    - (2) The second such payment each year to the Federation shall be made no later than January 31 and shall cover contributions for the months of September through December.
    - (3) Each time contributions are remitted to the Federation, they shall be accompanied by a list of the contributing Federation members and the amounts of their individual contributions.
  - e. The Federation agrees to defend, indemnify, and hold harmless the Board in connection with any cost or litigation arising out of any deductions made pursuant to this Section.
4. Effective January 1, 1996, percentage fair share fee deduction for nonmember Federation-represented day-to-day substitutes shall be the prevailing fair share percentage of the total 1% dues which applies to day-to-day-substitute Federation members, as said fair share percentage is determined under the introductory paragraph of this Section.
5. Checkoff will be provided for the PFT QuEST Scholarship Program. The funds are to be used solely for the PFT/School District teacher recruitment program, scholarship/financial aid for Pittsburgh Public Schools' graduates in the program, and school mini-grants. All of the aid

under this payroll deduction program will be directed to financially needy and to minority Pittsburgh Public Schools' graduates.

### **ARTICLE 3**

#### **UNION MATTERS**

1. The parties agree that a copy of this Agreement will be provided to each unit employee by the Board. The Federation agrees to reimburse the Board for one half (½) the cost of printing copies of this Agreement for distribution to each unit employee and to continue to reimburse the Board in full for any additional Agreement copies which may be requested by the Federation.
2. A copy of any central office notice, directive, posting or bulletin relating to teachers generally or to any group of teachers will be supplied simultaneously to the Federation president. Copies of materials of a similar nature issued by the Federation will be provided simultaneously to the Office of Human Resources.
3. Upon request by the Federation, the Board will make available such information as is relevant to negotiations and/or the administration of this Collective Bargaining Agreement.
4. The Board agrees to provide the Federation with the following:
  - a. Information on any new or changed programs, experiments, research, etc., and a copy of any bulletins and publications relating to educational matters.
  - b. Any proposed reductions or increases in unit positions or assignments.
  - c. At least once during the term of this Agreement, a system-wide seniority list with the most recent date of hire for each unit employee, the job category, and the certification in which each teacher listed is teaching as of the date of the list.
  - d. The names, addresses and schools of all unit employees within twenty-five (25) school days after the opening of school each year; the names, addresses and schools, if known, of newly hired unit employees at least monthly, including during the summer; and an annual list of the names, addresses and telephone numbers of Federation members.
5.
  - a. Regular bi-monthly meetings of representatives of the Federation and representatives of the Office of Human Resources shall be held, such meetings to be scheduled at mutually agreeable times.
  - 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, matters of mutual concern. Such meetings to be held at mutually agreeable times.
  - c. The principal of a school shall meet, if requested, at least once a month with the Federation Building Committee to discuss professional concerns and recommendations, such meetings to be held at mutually agreeable times.
6. The parties recognize that an essential element in promoting student achievement and in implementing School District initiatives is effective leadership by management staff in each of the District's schools and central administration. In order to further these objectives on an on-going basis, the parties agreed to the establishment of a Leadership Review Board.
  - a. School District participants shall include the Superintendent, Deputy Superintendent, Chief of Human Resources and others, as designated.
  - b. Federation participants shall include the Federation President, three Vice Presidents and three designees appointed by the Federation President.
  - c. Beginning with the 2008-2009 school year, the Leadership Review Board shall meet quarterly.

- d. Despite the foregoing, meetings may be held on a more frequent basis, not to exceed one (1) meeting per month.
  - e. The Leadership Review Board shall examine issues raised by the Federation relative to the effective management of individual schools and central administration. The Federation will identify and acknowledge situations where it believes administrative leadership is contributing to the positive learning and working environment. For situations where the Federation believes administrative leadership is not contributing to a positive learning and working environment, the Federation will recommend strategies to correct negative situations. The Leadership Review Board shall assume the responsibility for monitoring and recording progress resulting from its work.
7. Union business provisions:
- a. The Board shall permit a designated staff member of the Federation or off-duty teacher-representative of the Federation to visit the schools to investigate working conditions, teacher complaints, or problems relating to the terms and conditions of this Agreement. The Federation representative shall continue first to report to the building office. The Federation agrees that any investigations will be made in such manner as to insure that there will be no disruption or interference in the instructional programs of the school. If conferences with teachers are necessary, they shall be scheduled so as not to interfere with the instructional program.
  - b. On twenty-four (24) hours notice to the principal of the school, the authorized representative of the Federation shall normally be permitted to schedule meetings in the building before or after regular duty hours or during lunch time of the teachers involved. Such meetings shall not disrupt normal school operations.
  - c. The Federation shall have the right to place material in the mailboxes of teachers and other members of the representation unit. A copy of such materials shall be provided to school principals prior to placement in teacher mailboxes. Placement will be made by an authorized representative of the Federation or his/her designee.
  - d. The Federation shall be provided a minimum of one (1) bulletin board in each school in a place readily accessible to and normally frequented by all teachers for the posting of notices and other materials relating to Federation activities. The bulletin board allocated shall be identified with the name of the Federation and the authorized representative of the Federation or his/her designee shall have the responsibility for posting materials on the bulletin board. The Federation agrees that nothing of a derogatory nature shall be placed upon such bulletin boards.
- 8.
- a. In schools where the Federation representative is unavailable at a particular time, a teacher or regular staff member of the Federation will inform the principal or designee of his/her presence and the purpose of the visit. Upon such proper identification, the rights of an authorized Federation representative will be accorded. Where there are multiple building representatives, one shall be designated by the Federation as the head building representative for purposes of contact with the principal.
  - b. A maximum of fourteen (14) teachers who are elected or appointed to full-time positions with the Federation, the Pennsylvania Federation of Teachers, or the American Federation of Teachers will, upon proper application, be released from duty for one (1) year periods in order to perform union activities. The Federation agrees that no more than six (6) of these teachers plus any Federation part-time summer staff shall be assigned at any one time to provide representation for its various bargaining units with the Office of Human Resources and otherwise to work regularly within the School District in the administration of the Federation's various Agreements. Such releases may be renewed from year to year upon request by the Federation. Those teachers released shall retain all benefits and shall continue to accrue seniority for salary increments and all other purposes as though they were in regular duty, except that there shall be no accumulation of additional sick leave and personal leave. The Federation shall

reimburse the Board in full for all salary costs, benefit costs, and employer costs incurred by the Board in releasing teachers from duty under this Section. Upon return to duty, which shall normally only occur at the start of a school year or second semester, teachers shall be placed in accordance with the provisions of Article 36, Leaves of Absence Provisions.

- c. (1) Up to three (3) Federation members may continue to be released for short periods of time upon mutual agreement of the parties. In these cases, the Federation shall reimburse the School District for the salary costs during such periods, but not for other related costs. This provision shall only apply to releases of three (3) weeks or less in duration.
  - (2) The parties agree to continue short term releases beyond three (3) weeks and up to a full semester in length, under the same terms as have previously been applied, i.e., full application of all provisions of 8.b. above.
  - d. Whenever members of the bargaining unit are by mutual agreement of the parties scheduled to participate during working hours in collective bargaining negotiations, they shall be excused without loss of pay or diminution of any fringe benefits. The Federation agrees to reimburse the Board for any substitution costs where the Board provides a day-to-day substitute replacement and to reimburse the Board should any payments be necessary to other teachers under the provisions of Article 102, Preparation Periods. Whenever members of the bargaining unit are by mutual agreement of the parties scheduled to participate as witnesses during working hours in arbitration hearings, they shall continue to be excused without loss of pay or diminution of any fringe benefits.
9. a. The Board agrees that in the process of developing and adopting its General Fund budget each budget year, any provisions for General Fund budget position reductions and/or teacher layoffs will not refer to any number of actual layoffs unless there has been a prior discussion between representatives of the Union and the Superintendent of Schools and/or the Office of Human Resources.
- b. Should any actual layoffs be planned, the Superintendent of Schools and/or the Office of Human Resources will discuss them with the Union before final recommendations are presented to the Board for implementation.

## **ARTICLE 4 TEACHER RECRUITMENT AND STUDENT RECRUITMENT PROGRAMS**

- 1. The Board and the Federation agree to continue with and cooperate on the teacher recruitment program for graduates of the Pittsburgh Public Schools to become future teachers in Pittsburgh.
- 2. The parties agree to continue to work cooperatively on the recruitment of new students, the reattraction of former students, and the retention of current students.

## **ARTICLE 5 EMPLOYER RIGHTS**

The Board reserves all rights and powers conferred upon it by the constitutions and laws of the Commonwealth of Pennsylvania and of the United States, except as limited by this Agreement.

## **ARTICLE 6 SAVINGS AND INTEGRATION**

- 1. This Agreement is subject in all respects to the laws of the Commonwealth of Pennsylvania with

respect to the powers, rights, duties and obligations of the Board, the Federation and employees in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect and the parties shall meet within thirty (30) days to negotiate a substitute provision.

2. The parties to this Agreement acknowledge that during the course of the collective bargaining leading to this Agreement they have had the opportunity to negotiate on all matters presented for negotiations and which constituted proper subjects for collective bargaining, and the parties further agree that during the course of this Agreement there shall be no further duty to bargain insofar as this Agreement is concerned. Notwithstanding the above, the parties may by mutual agreement at any time during the life of this Agreement amend same pursuant to a written instrument executed by both parties.

## **ARTICLE 7 DEFINITIONS**

Where used in this Agreement:

1. "School" shall mean any work location or functional division or group.
2. "Board" shall mean the Pittsburgh Board of Public Education and its administrative departments.
3. "Principal" shall mean the administrator of any work location or functional division or group.
4. "Representation Unit" shall continue to include teachers, counselors, nurses, social workers, psychologists, adjunct teachers, coordinators, dental hygienists, and any other professional employee categories included among those eligible to participate in the May 23, 1968 and May 20, 1970 collective bargaining elections.
5. "Teacher" shall mean teacher(s) or any other member(s) of the representation unit.
6. "Teaching" shall mean teaching and any other professional service provided by members of the representation unit.
7. "Building Representative" or "Authorized Representative" shall mean the agent of the Federation in any work location or functional division or group.
8. The singular shall include the plural.
9. Middle school teachers shall continue to be regarded as secondary school teachers, except as may be provided otherwise under the terms of specific Articles of this Agreement.

## **ARTICLE 8 FAIR PRACTICES**

The Board and the Federation agree that they will not discriminate against any teacher on the basis of race, creed, color, national origin, handicap, sex, age, marital status, sexual orientation, gender identity, or participation or lack of participation in the activities of the Federation.

## **ARTICLE 9 HEADINGS**

Any headings preceding the text of the Parts and Articles herein are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction or effect of any of the Parts and Articles, or of the Agreement.

**ARTICLE 10**  
**BOARD POLICY MATTERS**

The parties mutually agree that the Articles and Sections appearing in Part B of this Agreement have been included in the Agreement pursuant to the “meet and discuss” provisions of Section 702 of Act 195 of 1970.

Any proceedings initiated under Article 30, Grievance and Arbitration Procedures, of this Agreement in relation to the Articles and Sections of Part B shall be presented at the third level. If the third level decision is appealed, such an appeal shall be undertaken in accordance with Section 11. b. of Article 30.

With respect to the Articles and Sections of Part B and notwithstanding any other provisions of Article 30 any arbitrator selected by the parties shall have authority only to find that the Board has not implemented, or has incorrectly applied, said Articles or Sections, and shall have no authority to alter, amend or change said Articles or Sections in any manner whatsoever. Upon any finding that the Board has not implemented, or has incorrectly applied, any of said Articles or Sections, the Board shall reexamine its action and shall institute appropriate remedial action.

**PART B**  
**BOARD POLICY MATTERS**

**ARTICLE 11**  
**CLASS SIZE**

1. The following shall constitute what are reasonable class sizes for all schools.
  - a. Elementary schools:
    - (1) Primary grade levels, including kindergarten – twenty-five (25) students.
    - (2) Intermediate grade levels – twenty-eight (28) students.
  - b. Middle schools:
    - (1) Academic classes – twenty-eight (28) students.
    - (2) Related arts and other nonacademic classes – thirty-four (34) students (except for performing groups).
    - (3) Physical education classes – forty (40) students.
  - c. High schools:
    - (1) Academic classes – thirty (30) students.
    - (2) Nonacademic classes – thirty-four (34) students (except for performing groups).
    - (3) Physical education classes – forty-three (43) students. Physical education classes in high schools will be reasonably balanced in terms of class size, in order to avoid significant disparities among such classes and to assure greater safety for students during swimming classes. This balancing provision will also apply, where applicable, to middle schools and to elementary schools.
  - d. Special class size provisions:
    - (1) No English class at the high school level will exceed thirty (30) students.
    - (2) Health classes in high schools and middle schools will continue to be treated as academic classes insofar as class size considerations are concerned.
    - (3) If a kindergarten or first grade class exceeds twenty-seven (27) students, either steps will be taken to reduce the class to twenty-seven (27) students, or the following provisions shall apply in kindergarten or first grade classes which exceed twenty-seven (27) students:

- (a) At schools where there are multiple kindergarten and first grade classes with more than twenty-seven (27) students, one full-time Primary Classroom Aide will be assigned to that school.
  - (b) In a school with a sole kindergarten or first grade classroom in excess of twenty-seven (27) students, that school will share an aide with another similarly situated school. The aide will be assigned in whole day increments.
  - (c) Aide assignments will be made each year on or about October 1 when the official membership report is issued at the close of the first school month and will be reassessed at the mid-year semester break.
2. Classes in an individual school may range between plus or minus six (6) of the applicable reasonable class size figure, except that this provision shall not necessarily apply to every single class within the school. Integration of special education students into related arts and physical education classes at an individual elementary school(s) could cause these ranges to be exceeded at that elementary school(s), in accordance with the procedures that were utilized by the Board in this regard during previous Agreements.
  3. Class sizes in an individual school shall not average in excess of five (5) more than the applicable reasonable class size figure.
  4. The actual average class sizes, on a school-system-wide basis (not on an individualized school basis), for each of the eight (8) total class size categories indicated in Section 1 a., b. and c. [not separate subject areas, grade levels, etc. within those eight (8) class size categories] shall not exceed two (2) more than the applicable reasonable class size figures provided under Section 1.
  5. Class sizes in career and technical education classes (including industrial arts, business education and family and consumer science), shall continue not to exceed the number of stations available in the assigned classroom area. The number of stations in such classrooms shall continue to be maintained at levels consistent with continuing school-system-wide established standards and practices.
  6. Class sizes for various special education classes are covered under Article 24, Special Education, Section 3.
  7. Within each individual school, class sizes for various grade levels, departments, and subject areas shall continue to be balanced reasonably.

**ARTICLE 12**  
**READING PROGRAM, TEACHERS OF READING,**  
**AND READING COACHES**

1. The Board agrees that a priority for in-service training programs at the primary grades level is the development of specific techniques for teachers to utilize in providing improved reading instruction, reading assistance, and other reading-related services to students. The provisions of this Section may be implemented, in whole or in part, through support provided via the reading core curriculum and response to intervention (RtI) program.
2. The Board shall provide one (1) reading teacher for each academic interdisciplinary teaching team in each of the middle schools, as provided in Article 15, Middle Schools Interdisciplinary Teaching Teams, Section 1.
3. The following provisions shall apply to literacy specialists, literacy interventionists and/or literacy curriculum coaches:
  - a. Summer, after school and/or evening, and weekend workshops and training will be part of the job responsibilities of the above mentioned positions, with compensation at the prevailing workshop rate.

- b. Centrally-assigned specialized positions, such as K–12 literacy specialists and intervention specialists, constitute a special professional employment category under Article 33, Building Seniority and Voluntary or Involuntary Transfers of Teachers, Section 1.b.(3), and do not accrue building seniority at the school(s) in which they serve but do accrue job category seniority in their specialized positions.

**ARTICLE 13**  
**ATHLETIC PROGRAMS AND REIMBURSEMENTS –**  
**SENIOR HIGH SCHOOLS AND MIDDLE SCHOOLS**

The following annual reimbursements and related provisions applying to athletics shall be in effect over the term of this Agreement:

1. The athletics subsidy for high schools will average at least \$18,500 annually per high school. Some high schools may receive more than this average amount and some may receive less than this average amount.
2. Transportation reimbursements for senior high schools will be 100% of the cost of transportation to all regularly scheduled varsity and junior varsity games, exhibition games, and scrimmages that are allowed by the PIAA in City League play for all sports. This includes both boys' and girls' teams.
3. The athletics subsidy for middle schools will average at least \$5,000 annually per middle school. Some middle schools may receive more than this average amount and some may receive less than this average amount.
4. Two (2) tournament-entry fees for each boys' team and two (2) tournament-entry fees for each girls' team will be covered in those School District-authorized sports where tournament-entry is applicable.
5. Interscholastic athletics programs in basketball, swimming, softball, soccer, cross-country, volleyball, and wrestling will continue in the middle schools with separate teams and separate coaches for boys and girls. Magnet middle schools shall have these same interscholastic athletic programs, except volleyball and wrestling.
6. The following provisions continue to apply in each school year to the normally-required minimum number of student participants on interscholastic athletics teams.

- a. Number of participants:

<b>Senior High Schools</b>	<b>Middle Schools</b>
Football – 33 (Must have a Jr. Varsity team)	Wrestling – 15
Basketball – 20 (Must have a Jr. Varsity team)	Soccer – 15
Track – 20; Small School – 15	Basketball – 15
Baseball – 18	Swimming – 15; Small School – 12
Softball – 18	Volleyball – 12
Swimming – 15; Small School – 12	Cross-Country – 10
Soccer – 15	Coeducational Flag Football – 8
Wrestling – 15	
Cross Country – 15; Small School – 10	
Volleyball – 12	
Tennis – 8	
Golf – 8; Small School – 5	

- b. In the event the number of participants on a particular team should drop below the applicable above figure after the team is in operation in a given season, the team will continue for the balance of the season.

- c. If in the formation of a team the number of participants narrowly misses reaching the applicable above figure, the Director of Interscholastic Athletics will have the discretion to approve the team's operation. The main consideration for such approval will be the degree to which the attained number of participants appears likely to remain stable for the entire season.
  - d. In those sports where coeducational teams are practicable, if the applicable figures cannot be achieved for both a separate boys' team and a separate girls' team, then the already-existing School District alternative of forming a coeducational team will be maintained in accordance with previously established practices.
7. The program of reimbursements for interscholastic athletics will continue to be administered by the Section on Interscholastic Athletics.
  8.
    - a. Monies for athletics at each school shall be maintained in an individual account, separate from any general fund which a particular school may have.
    - b. The athletics subsidy at a school will continue to be separate from the site-based budget amount at the school.
  9. Intramural programs shall continue to be provided in all middle schools, including magnet middle schools, with programs available to both boys and girls. Application of this provision shall continue to be dependent upon the availability and/or adequacy of student transportation.

## **ARTICLE 14**

### **PHYSICAL EDUCATION AND ATHLETIC FACILITIES**

1. Physical education classes shall be maintained at all grade levels for boys and girls according to federal and state mandates.
2. Minimum standards involving athletic and physical education facilities at all schools to be newly constructed shall be maintained under the direction of the Section on Interscholastic Athletics, covering at least the following areas:
 

a. field(s)	e. shower facilities*
b. gymnasium(s)	f. health class facilities
c. pool(s)*	g. equipment and supplies
d. dressing rooms	h. adaptive physical education

These criteria shall be maintained for high schools, middle schools, and elementary schools.

\*not required in elementary schools

## **ARTICLE 15**

### **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 communications teacher. Less than five (5) full-time teachers or the equivalent of five (5) full-time teachers may be assigned to a team in situations where underenrollment so warrants. More than five (5) teachers may be assigned to a team in a new or revised organization of the middle schools which alters the way in which teachers are assigned to teaching teams, provided the class size requirements of Article 11, Class Size, and the number of teaching periods requirements of Article 48, High School Length of Day and Teaching Schedule for 6-12 and 9-12 Schools, are met.
2. The matter of rotation by middle school Career and Technical Education (CTE) teachers shall be handled over the term of this Agreement in the following manner. Rotation refers to the

concept wherein middle school CTE teachers have their teaching schedules follow, from subject area to subject area within their certification, a class(es) of students who are assigned to them, rather than the teachers specializing in individual subject areas of their certification. CTE certifications include vocational, business, technical education, and family consumer science. In any elementary or middle school where there is sufficient CTE staff to permit CTE teachers to specialize and if the principal at such elementary or middle school and the Executive Director of CTE agree that students are receiving the expected CTE instruction and career guidance without the employment of rotation, then rotation need not be utilized at that school.

## **ARTICLE 16**

### **MAJOR DISCIPLINE AREAS/LEARNING ENVIRONMENT**

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:
  - a. The PFT will communicate concerns regarding school discipline and learning environment in specific schools, and the overall district directly to the Deputy Superintendent for resolution. The Deputy Superintendent will direct and apply district resources to effectively address these issues in a timely fashion, and appropriate action shall be taken to resolve the issues of concern. On a monthly basis, the PFT and the Deputy Superintendent shall examine and evaluate strategies and their impact. Reports of these meetings shall be regularly presented to the Professionalism and Education Partnership (PEP).
  - b. Ongoing efforts to strengthen and to improve the learning environment in every school.
  - c. Regular meetings between Federation and Board leadership to identify and address both weaknesses and strengths related to learning environment throughout the School District.
  - d. Communication to schools and the community that learning environment and academic achievement are the parties' highest educational priorities and must exist simultaneously.
2. The "Code of Student Conduct: Policies Governing Student Discipline, Student Rights and Responsibilities," (Code) formerly "School Discipline Code and Procedures," including "Attendance Standards and Attendance-Related Procedures," shall continue as in effect at the time of the execution of this Agreement, or as may be amended by the Board in the future. The Federation shall be consulted during the development of any amendments or additions to the Code including "Attendance Standards and Attendance-Related Procedures," and of regulations relating thereto, such consultation to take place prior to the adoption by the Board of any such amendments, additions, or regulations.
  - a. The Board shall continue to support teachers and other members of the representation unit covered under this Agreement in the appropriate and proper exercise of disciplinary authority relating to students in accordance with applicable provisions of the Code or of any other established and published Board policies and procedures for dealing with student misconduct. This Board support shall include situations wherein the exercise of appropriate and reasonable physical restraint in relation to students may be necessary on the part of teachers and other professional employees covered under the terms of this Agreement during unusual or emergency circumstances affecting order either within the school and its immediate environs as a whole or within individual classrooms.
  - b. Nothing in this Section shall be construed to alter the responsibilities or the rights of teachers or the responsibilities or the rights of the School District under the Pennsylvania Political Subdivision Tort Claims Act.
    - (1) The Board's Law Department shall continue to provide payment for legal assistance, acquired in cooperation with the Federation, to the teachers and other professional employees covered under the terms of this Agreement, where such assistance is appropriate and necessary in matters arising out of the proper

exercise of disciplinary authority relating to students in accordance with the Code. In providing this legal assistance, the Law Department's primary obligation shall be to protect the Board's best interests and where, in the opinion of the Board Solicitor, such protection in a specific case conflicts with protection of the teacher, the teacher and the Federation shall be so advised, and any Law Department assistance in that specific case shall be confined thereafter to those areas, if any, wherein such conflict does not exist. The Board shall continue to allocate an amount of \$5,000 annually, i.e., each calendar/budget year, to provide the preceding referred-to legal assistance.

- (2) The Board shall continue to allocate another amount of \$5,000 annually, i.e., each calendar/ budget year, to provide payment for legal representation, acquired in cooperation with the Federation, for teachers and other professional and paraprofessional personnel in equitable or criminal legal actions initiated by those personnel against students, nonstudents, or adults. These legal actions must have arisen from student offenses and discipline in the schools and related incidents, including where a teacher is pressing charges against a student, nonstudent, or adult arising from an assault upon the teacher. The Law Department shall utilize these funds to provide this legal representation in those cases which the Law Department determines, after consultation with the Federation, meet the following criteria:
    - (a) A conflict of interest does not exist concerning the interests of the School Board.
    - (b) The litigation has not arisen solely from a personal antagonism.
    - (c) The case, if prosecuted, could benefit the Board and teachers and other professional and paraprofessional personnel in maintaining fair and effective discipline.
  - (3) The two (2) \$5,000 annual amounts indicated in Subsections 2.b.(1) and 2.b.(2) above may be used interchangeably, i.e., a total of \$10,000 is available annually to cover an aggregate set of matters which may occur each year under either Subsection 2.b.(1) or Subsection 2.b.(2). The Board's total annual liability for the cost of legal representation under the combination of Subsections 2.b.(1) and 2.b.(2) above shall continue to be limited to \$10,000 per calendar/budget year.
- 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.
  - d. Federation representatives shall be provided with any orientation or explanation of the Code and its application, similar to any provided to school administrators.
  - e. Each new teacher shall receive a complete copy of the Code. This copy shall also include the full set of attendance standards for students. All teachers shall receive a copy of any amendments to this Board publication.

## **ARTICLE 17**

### **EMPLOYMENT OF REPLACEMENT TEACHERS**

The annual complement of replacement teachers, which may be agreed upon annually by the Federation and the Office of Human Resources, may be utilized to fill replacement teacher positions for any program or purpose to which the parties agree. Whatever number is not needed for such program(s) or purposes(s) in any school year would be hired in the normal replacement teacher capacity. If no other assignments for replacement teachers are made in a given school year,

then the full annual complement of replacement teachers shall be maintained.

## **ARTICLE 18**

### **SUMMER SCHOOL EMPLOYMENT CRITERIA**

1. The following factors for consideration by the Board in making summer school teaching assignments are not necessarily listed in the order of their importance.
  - a. Preference point totals as defined in Section 4. of this Article shall be the seniority criteria that apply to the selection of summer school teachers.
  - b.
    - (1) First eligibility to teach a specific summer school subject course(s) shall continue to be extended to those teachers who taught the subject course(s) either during the school year in which summer school application is made or in the immediately preceding school year, irrespective of the certification(s) teachers making application may hold. Teachers must be certified to teach the summer course(s) for which they apply. Selection of such teachers shall continue to be in accordance with the provisions of Section 4., with said provisions applicable to those teachers who apply and are eligible to teach a specific course(s).
    - (2) During any summer in which the secondary school summer program is restricted, a teacher having extensive overall seniority and extensive summer school seniority will be eligible for summer school selection even if said teacher, while holding the proper certification to teach an available summer subject, did not actually teach that summer subject either during the school year in which the summer school application is being made or during the immediately preceding school year but did teach in the overall field of certification in which that summer subject lies.
  - c. Teachers who teach or work in a new or unique school year program shall continue to have first eligibility to teach or to work in any summer extension of that program, provided the parties agree that the program is new or unique prior to the posting of summer school teaching and summer work opportunities. Selection of such teachers shall again continue to be in accordance with the provisions of Section 4.
  - d. The provisions of Subsection b. shall not apply to Pioneer Education Center, Conroy Education Center or Oliver Citywide Academy. Teachers at these schools will be given first preference on summer teaching jobs at their respective schools when the summer teaching job is in a program designed for their school and their students.
  - e. Past performance in regular school year teaching assignments and/or in summer school teaching assignments shall also be applied in the selection of summer school teachers, as follows:
    - (1) Teachers receiving needs improvement or failing ratings for the school year in which summer school application is being made shall not be eligible for summer school employment in that summer.
    - (2) Teachers who have received written notice in two (2) consecutive years verified by Human Resources with regard to excessive absenteeism shall not be eligible for summer school employment in the summer of the second of the two (2) consecutive years.
2. No person who is not a classroom teacher in the Pittsburgh Public Schools shall be employed as a summer school teacher, unless no other qualified applicant is available for a particular assignment.
3. Preference point totals and certification will be utilized in determining which teachers are appointed to teaching schedules that include afternoon laboratory sessions in science courses such as chemistry and physics. This same principle shall apply to summer school library assignments and to any other summer school teaching opportunities which may involve any longer-day and/or additional-week(s) assignments. Teachers must have listed at the time of making summer school application any experience for which preference points are awarded

in order for that experience to qualify for preference point credit.

4. Summer school preference point totals are determined as provided below. A teacher can earn no more than one (1) preference point per summer. Full-time shall mean two (2) or more weeks of at least five (5) hours per day, provided that the assignment is completed unless completion was excused by the Office of Human Resources.
  - a. Years of previous professional summer employment in the Pittsburgh Public Schools as a summer school teacher or on full-time summer curriculum and/or textbook committees – one (1) point per summer to a maximum credit of seven (7) points. These summer assignments must be Board funded. (City Parks and Recreation cannot be considered Board funded.)
  - b. Years as a regular teacher in the Pittsburgh Public Schools – one (1) point per year to a maximum credit of ten (10) years.
  - c. Participation in the Pittsburgh Public Schools summer fellowship program – one (1) point per successfully completed summer fellowship.
  - d. Teaching in the paraprofessional summer grant program or other nonsummer school summer teaching assignments in the Pittsburgh Public Schools – one (1) point per summer.
  - e. Participation in full-time summer workshops conducted by the Pittsburgh Public Schools that conflict with the time during which summer school is in operation – one (1) point per summer of such participation.
  - f. Regular service as a summer employee of the Pittsburgh Public Schools in a professional position only in the following categories – one (1) point per summer.
    - (1) Connelley Technical Institute and Adult Education Center programs
    - (2) Summer Youth Employment Program (SYEP) – only if in professional capacity
    - (3) Adult Basic Education
    - (4) Census work – only if in professional capacity
  - g. Where total point compilations for two (2) or more candidates are equal, then tie breakers shall be applied in the following order of priority:
    - (1) Number of points beyond seven (7) gained through previous summer school teaching, curriculum work, or textbook selection (see Section 4.a. above).
    - (2) Years of service in the Pittsburgh Public Schools beyond ten (10) years.
5. For any centrally coordinated elementary summer program(s), the above preference point provisions shall not be utilized.
  - a. Hiring preference shall be given to those teachers, by grade level, who are assigned to the school(s) with students attending the regional site. Teachers who teach satisfactorily at a regional site in one summer shall have preference for hiring in a subsequent summer(s) at that regional site, provided that they continue to teach during the regular school year at a school in that regional site.
  - b. Secondary hiring preference would go to teachers, by grade level, who are assigned to schools whose students are not attending the program at the regional site.

**ARTICLE 19**  
**TIMETABLE FOR SUMMER SCHOOL POSTINGS**  
**AND NOTIFICATION OF EMPLOYMENT**

1. Solicitation for summer school applications shall be posted no later than March 30, except in cases where funding approval comes late.
2. Teachers shall apply for summer school teaching positions between the date of posting and April 15.

3. The initial number of necessary summer school teaching staff shall receive notification of their school placements and subject assignments as soon as these placements and assignments have been determined, except in courses which normally require a laboratory assignment. Only subject assignments will be given in these cases.
4. Additional summer school teaching staff shall be notified of employment, school, and subject assignment as expeditiously as is possible.
5. All summer assignments are subject to Board approval.

**ARTICLE 20**  
**SCHEDULE FOR CLOSING DAYS OF SCHOOL**  
**IN SENIOR HIGH SCHOOLS**

1. The final examination schedule in all senior high schools shall commence four (4) workdays prior to the close of the regular teacher work year, exclusive of any individual school holidays or general school holidays that may occur at that time.
2. The following final examination schedule shall be observed for these final two (2) school days for students in senior high schools:
  - a. First Day – opening day for final examinations
    - morning – two one-hour final examinations
    - lunch – no school lunch period for any students (all students shall be dismissed for the remainder of the day following completion of the second examination of the morning)
    - afternoon – correction by teachers of final examinations
  - b. Second Day – closing day for final examinations
    - morning – two one-hour final examinations
    - lunch – no school lunch period for any students (all students shall be dismissed for the remainder of the day following completion of the second examination of the morning)
    - afternoon – correction by teachers of final examinations
3. The final two (2) days of the teacher work year shall be for:
  - a. completion of correction by teachers of final examinations
  - b. closing clerical work and closing staff meetings
4. Student honors assemblies and closing programs shall be scheduled prior to the first day for final examinations as defined under Section 2.a. of this Article.
5. Teachers without final examinations to correct and/or without homeroom assignments shall continue to be available for professional and professional clerical duties and in-service.

**ARTICLE 21**  
**SCHEDULE FOR SENIOR FINAL EXAMINATIONS**  
**AND FINAL GRADES**

The following schedule for senior final examinations and final grades shall be observed throughout all school years falling wholly or partially within the terms of this Agreement. This Article conforms with the provisions of Pennsylvania Basic Education Circular 30-76, dated May 18, 1976.

1. Senior subject teachers shall inform principals of all probable, as well as possible, senior failures by the close of the third full school week in May.
2. A final examination schedule for seniors shall be posted no later than the close of the third full school week in May. This examination schedule shall include provision for individual teachers to administer senior examinations within their regularly scheduled class periods.

3. Senior examinations shall be given no sooner than beginning with the tenth school day prior to the regular close of the school year and shall be completed no later than the ninth school day prior to the regular close of the school year.
4. Following the final five (5) school days for seniors, seniors may only return to school for the following purposes:
  - a. Rehearsal for graduation
  - b. Picking up caps and gowns
  - c. Picking up yearbooks [only if yearbooks were not available prior to the close of the last five (5) school days for seniors]
  - d. Scheduled individual conferences with teachers and other professionals, concerning summer school, college admission, transcripts, job placement, and other such matters.
  - e. Other authorized appointments with school personnel
  - f. Any senior recognitions organized by the school staff
5. Final failing grades for seniors shall be handed in no later than 9:00 a.m. of the first school day following the final school day for seniors.
6. All other senior final grades (nonfailures) shall be in the hands of the homeroom teachers no later than 9:00 a.m. of the third school day following the final school day for seniors.
7. After the final day for seniors, a teacher of seniors:
  - a. may be utilized within his/her own school to substitute for an absent teacher. Such substitution shall only be in said teacher's area(s) of certification, except when no day-to-day substitute teacher possessing proper certification is available for hiring by the Board.
  - b. shall continue to be available for professional clerical duties, in-service training, and other similar activities.

## **ARTICLE 22**

### **SCHOOL CALENDAR**

The Board and the Federation will continue to “meet and discuss” the school calendar prior to adoption by the Board of a calendar for a following school year. These discussions shall include the following:

1. The setting of the schedule of paydays to be observed during the following school year. Teacher salaries are paid in bimonthly installments, normally on the closest working day to the fifteenth and the last day of every month, except in December and June. In December there will be two (2) paydays, with the second payday occurring the last workday before the winter break. In June, there will be two (2) paydays, with the second payday occurring no later than the final teacher workday of the school year.
2. Adapting the school calendar to accommodate Rosh Hashanah and Yom Kippur as days on which no school is scheduled as part of the Board attendance improvement program and in order to maintain continuity in the educational process.
  - a. No more than two (2) such days shall be observed in the school calendar during any school year.
  - b. This provision may be implemented through an earlier opening of the school year or by other calendar adjustments, but not by any adoption of a school calendar which would extend the regular school year into another week in June.
  - c. The use of any other days on which school is not scheduled as part of the Board attendance improvement program.
3. The three (3) customary holiday periods (Thanksgiving, Winter, Spring) shall continue to be

observed in the school calendar each school year in accordance with Article 53, Duration of the School Year, Section 17., a., b., c.

4. A mandatory pro rata professional development day may be added at the start of the teacher work year, at the District's discretion.

## **PART C**

# **SPECIAL EDUCATION MATTERS**

### **ARTICLE 23**

#### **SPECIAL EDUCATION**

#### **GENERAL PROVISIONS**

#### 1. DEFINITIONS

- a. The following words and terms have the following meanings, unless the context clearly indicates otherwise:
  - (1) Eligible Student – an eligible student is a student with a physical or mental disability as set forth in Chapter 14 and is determined by an Individual Education Program (IEP) team, based upon recommendations in a multidisciplinary evaluation, to need special education and requires specially designed instruction.
  - (2) Exceptional Student – an exceptional student includes eligible students and gifted students.

#### 2. GENERAL BOARD OBLIGATIONS/RESPONSIBILITIES

- a. The Board will provide and maintain special education programs for students identified with a qualifying disability and who need specially designed instruction. Students will be assigned to programs based upon their needs as determined by the IEP team rather than their exceptionality. Some examples of these efforts are the following:
  - (1) The Board will provide and maintain Learning Support programs for eligible students whose primary identified need is academic learning as determined by the IEP team in each middle and high school.
  - (2) The Board will provide and maintain Emotional Support programs for eligible students whose primary need is emotional support as determined by the IEP team in each middle and high school.
- b. The records of eligible students with individual educational program plans shall be maintained in accordance with FERPA (The Family Rights and Privacy Act). Third party medical records will be maintained in accordance with HIPAA (Health Insurance Portability and Accountability Act). The Board shall continue to purge from the transcript of every special education student any reference to the student's having been enrolled in a special education program. This latter provision shall not apply to those associated with programs for gifted students.
  - (1) Background material on a student, such as identifying information, address, and telephone number should be provided to a special education teacher receiving a transferred student or a new student into any special education program. For students with multiple disabilities, additional medical information such as food allergies, feeding tubes, mobility issues, etc., must be supplied to the receiving school and teachers in a timely manner.
- c. The Board shall continue to provide one (1) special education certified replacement teacher to work at Conroy Education Center.

- d. The Board shall continue to provide travel instruction to all eligible students who need this service as per the requirements of their IEP.
- e. The parties recognize that the law requires that eligible students be integrated with regular students in both academic and nonacademic classes.
- f. An otherwise qualified eligible student is not to be prohibited from participation in interscholastic sports because he/she is in a special education program.
- g. An eligible student may not be placed in a class in which the chronological age from the youngest to the oldest student varies beyond three (3) years of the student's age in elementary school (grades K-6) and four (4) years in secondary school (grades 7-12), unless an exception is determined to be appropriate by the IEP team and is justified in the IEP.

### 3. FACILITIES

- a. The following is the requirement of Chapter 14, State Regulations for Special Education.
  - (1) Special education schools and classrooms shall be comparable to regular schools and classrooms and shall conform to the requirements of school building regulations prescribed by the Departments of Labor and Industry and Environmental Resources. The classrooms shall include proper conditions, including natural and artificial lighting, ventilation, acoustical treatment, heating, adequate supplies, and storage of materials to ensure a barrier free learning environment. This provision includes facilities used to render services to students receiving related services as individuals or in small groups.
  - (2) Facilities for the provision of special education services and programs shall be appropriate to meet the specific needs of the students assigned.
- b. The comparability and availability of facilities for exceptional students shall be consistent with the approved intermediate unit or School District plan, which shall provide, by description of policies and procedures, the following:
  - (1) Exceptional students will be provided an appropriate classroom space.
  - (2) The moving of a class shall occur only when the result will be:
    - (a) To bring the location for delivery of special education services and programs closer to the students' homes.
    - (b) To improve the delivery of special education services and programs without reducing the degree to which the students are educated with students who are not eligible.
    - (c) To respond to an emergency which threatens the students' health or safety.
    - (d) To accommodate ongoing building renovations, provided that the movement of exceptional students due to renovations will be proportional to the number of non-exceptional students being moved.
    - (e) That the location of classes shall be maintained within a school building for at least three (3) school years.
- c. Each special education class is:
  - (1) Maintained as close as appropriate to the ebb and flow of usual school activities.
  - (2) Located where noise will not interfere with instruction.
  - (3) Located only in space that is designated for purposes of instruction.
  - (4) Readily accessible.
  - (5) Composed of at least 28 square feet per student.

**ARTICLE 24**  
**SPECIAL EDUCATION**  
**CASELOADS AND CLASS SIZE**

1. The following class size maximums and class size provisions applying to various special education classes shall be maintained throughout the term of the Agreement.
2. The class size maximums and provisions for special education classes contained in Section 3 below have been developed by the Board and the Federation based on two criteria:
  - a. Established special education class size standards and practices in the Pittsburgh Public Schools.
  - b. Necessary educational considerations applicable to the operation of effective special education classes and programs.
3. The following 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 Middle and Secondary Learning Support and Emotional 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:

	Itinerant (20% or less)	Supplemental (Less than 80% but more than 20%)	Full-Time (80% or more)
Gifted Support	75 (18)		15 (15)
Learning Support	50	15 E 20 M/S (12)	12
Life Skills Support	20	12 E 15 M/S	12 E 15 M/S
Emotional Support	50	12 E 12 M/S Therapeutic 20 M/S (12)	12
Deaf and Hearing Impaired Support	50	15	8
Blind and Visually Impaired Support	50	15	12
Speech and Language Support	65		12
Physical Support	50	15	12
Autistic Support	12	8	8
Multiple Disabilities Support	12	8	8

- a. The City Connections program that is unique to Pittsburgh will be staffed at one (1) teacher and one (1) classroom assistant with a maximum caseload of 15 students.
- b. Academic/Life Skills Support Programs:
  - Elementary Level (Grades K-5) – Learning Support: 15 IEPS
  - Middle Grade Levels (Includes K-8 middle grade programs, magnet middle schools, schools, and comprehensive middle schools) – Learning Support/Emotional Support: 20 IEPS

Secondary School Level – Learning Support/Emotional Support: 20 IEPs

- c. 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 Section 3 above.
- e. The parties recognize that class sizes under this Section may be distorted by protracted absences by students in the high schools. Therefore, in determining class sizes under this Section, a student whose attendance history indicates no reasonable probability of normal attendance shall not be counted. Absence for twenty (20) consecutive school days indicates no reasonable probability of normal attendance. Students not counted because of absence who subsequently begin attending on a regular basis shall be added to the determination of the class size maximums under this Section. Under this provision, no more than one (1) student shall be returned from the absent category to the active class roll at any one time without an adjustment, unless the class, following the return, is at or below the class size maximum. This means that although several students may be in the absent category for a given class, the number of students who may return from that category to the active class roll at any open time during a semester is limited to one (1) above the maximum class size.
- f. Oliver Citywide Academy (OCA) high school students shall not be counted in the class totals when they miss ten (10) consecutive days of school. The twenty (20) school days of consecutive absence referred to in Section 3.e. above shall not apply at Oliver Citywide Academy (high school). At Oliver Citywide Academy (high school), a student who misses ten (10) days shall be placed in the absent category and additional students may then be assigned to the class as long as the active class roll does not exceed twenty (20) students.

## **ARTICLE 25**

### **SPECIAL EDUCATION**

#### **INDIVIDUAL EDUCATION PROGRAM PLANS (IEPS)**

##### **1. INDIVIDUAL EDUCATION PLAN (IEP) TEAMS**

- a. Each IEP team shall include persons who meet the following qualifications:
  - (1) One or both of the student's parents.
  - (2) The student, if 14 years of age or older, or if the parents choose to have the student participate at any age.
  - (3) A Local Education Agency (LEA) Representative of the School District, other than the student's teacher, who:
    - (a) is qualified to provide or supervise the provision of special education.
    - (b) can ensure that the services specified in the student's IEP will be provided.
    - (c) will serve as the chairperson of the IEP team.
  - (4) One or more of the student's current teachers, including a regular education teacher who provides instruction to students of the same age. At least one (1) regular education teacher shall attend and participate in IEP meetings.
  - (5) At least one (1) special education teacher.
  - (6) A person who is familiar with the placement options of the School District (LEA).
  - (7) A member of the Multi-Tiered Systems of Support Team (MTSS), if appropriate.

- (8) One or more members of the Multidisciplinary Team (MDT) which completed the most recent evaluation or reevaluation of the student.
  - (9) A person qualified to conduct a diagnostic examination of students, such as a school psychologist, if a student is suspected of having a specific learning disability.
  - (10) Other individuals at the discretion of either the parents or the School District.
- b. A single member of the IEP team may meet two (2) or more of the qualifications specified above. For initial placement IEPs, the team may not consist of fewer than three (3) people in addition to the parents, one (1) of whom must be a certified school psychologist. For continuation IEPs, the team may not consist of fewer than two (2) people in addition to the parents.
2. IEP WRITING TIME
- a. 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 and related service professionals who have the responsibility for developing IEPs for their students in their classroom or on their caseloads with ten (10) hours of IEP writing time per school year at the standard teacher workshop rate. Teachers and staff eligible for this IEP writing time include all special education classroom teachers, itinerant hearing and vision support teachers, speech and language specialists and occupational and physical therapists. IEP development hours are to be completed outside of the standard school day. All IEP development and writing as 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.
  - b. Teachers assigned to the Gifted Center (grades K through 8) shall continue to utilize two weeks in June for IEP conferences and IEP writing. No substitution or additional payment (workshop rates, etc.) shall be provided or required for teachers assigned to the Gifted Center.
  - c. When a special education certified teacher is asked to write additional IEPs by a PSE Administrator as a result of the absence of a certified special educator, then that teacher will be compensated with two hours at the current workshop rate for each IEP. Prior administrative approval and documentation of such IEP writing is required and shall be submitted to the Program for Students with Exceptionalities (PSE) no later than June 30th of that school year.
3. PARENT/IEP CONFERENCES
- a. Parent conferences for IEP purposes shall not be held during the involved special education teacher's preparation period, except in an extraordinary circumstance.
  - b. IEP parent conferences shall normally be held during the school day, utilizing the substitution provisions for full-time teachers, and the loss of preparation period provisions of Article 102, Preparation Periods. These loss of preparation period provisions do not apply to a preparation period of a special education teacher, should such a preparation period be interrupted or lost (under the extraordinary circumstance referred to in Section 3a. of this Article) due to participation by that special education teacher in an IEP parent conference.
  - c. Parent conferences shall not be held after school hours, except in extraordinary circumstances. In such instances, teachers shall be compensated for after-school-hours parent conferences at the evening school hourly rate.

**ARTICLE 26**  
**SPECIAL EDUCATION**  
**SUPPORTS**

1. a. Paraprofessional assistance will be provided to full-time center school programs on the following basis:

<u>Program</u>	<u>Number of Paraprofessionals per Teacher</u>
Life Skills Support	1 Classroom Assistant
Autistic Support	2 Classroom Assistants
Physical Support	2 Classroom Assistants
Multiple Disabilities Support	2 Classroom Assistants
Emotional Support	1 Educational Assistant IV (EAIV – Registered Behavior Technician)

- b. Paraprofessional assistance will be provided to elementary, middle, and secondary school programs that support full-time regional classrooms in the following program areas.

<u>Program</u>	<u>Number of Paraprofessionals per Teacher</u>
Life Skills Support	One (1) Classroom Assistant for a full-time Teacher
Autistic Support	Two (2) Classroom Assistants for a full-time Teacher
Multiple Disabilities Support	Two (2) Classroom Assistants for a full-time Teacher
Physical Support	One (1) Classroom Assistant for a full-time Teacher
Emotional Support	One (1) EAIV-RBT for a full-time Teacher

- c. Elementary Schools

<u>Program</u>	<u>Number of Paraprofessionals per Teacher</u>
Learning Support	One (1) EAIII for one (1) Teacher
	One (1) EAIII for two (2) Teachers
	Two (2) EAIII's for three (3) Teachers
	Two (2) EAIII's for four (4) Teachers
	Three (3) EAIII's for five (5) Teachers
	Three (3) EAIII's for six (6) Teachers

2. All efforts will be made to maintain paraprofessional positions in middle schools at the present staffing levels and to increase that number of paraprofessionals when possible.
3. Assistant teachers, EAIIIs, EAIVs-RBT, and classroom assistants shall not be assigned lunch duty if there are special education classes or inclusion classes in session where paraprofessionals would normally be providing academic support or instruction during that lunch period. Paraprofessionals however may be assigned to a lunch duty to monitor special education students if no classes as referred to above are in session. If such lunch duty is added to the paraprofessional schedule, it shall not exceed more than one (1) period per school day.
4. 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 middle and secondary schools assigned to related arts classes including, but not limited to art, music, library, health and physical education and career and technical education classes should be closely monitored by the school counselors and special education Instructional Teacher Leaders 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 considered for the related arts classes by the students' IEP building teams.

5. The limit of six (6) eligible students in a regular education class may be exceeded under individual circumstances and to comply with the law, either with the agreement of the teacher of the regular education class or following mutual agreement to an individual exception to said limit between the Federation and the Executive Director of the Program for Students with Exceptionalities.

## **ARTICLE 27**

### **SPECIAL EDUCATION**

#### **CONROY EDUCATION CENTER TEACHERS**

1. In addition to the normal consideration given to transfer applications by experienced special education teachers to fill vacant special education teaching positions, transfer applications by experienced special education teachers, including those at Conroy Education Center, shall continue to be considered both before newly hired special education teachers are placed and at the same time as displaced special education teachers, if any, are being reassigned.
2. Provisions covering Individual Education Program Plans (IEPs) writing and IEP parent conferences for Conroy Education Center teachers are covered under Article 25, Individualized Education Programs (IEPs).
3. The provision for one (1) replacement teacher position to be assigned to Conroy Education Center is covered under Article 23, Special Education, General Provisions, Section 2.c.
4. Class size maxima for Conroy Education Center classes are covered under Article 24, Caseloads and Class Size, Section 3.
5. There shall be at least one (1) mobility specialist assigned to the Conroy Education Center during the term of this Collective Bargaining Agreement, as provided in Article 23, Section 2.d.
6. The Board shall continue to provide for the participation of Conroy students in the "Special Olympics" program.
7. Conroy shall continue to be provided with 200 hours for extracurricular activities as provided in Article 109, Extracurricular Activities.

## **ARTICLE 28**

### **SPECIAL EDUCATION**

#### **PIONEER EDUCATION CENTER TEACHERS**

1. Provision for covering Individual Education Program Plans (IEPs) writing and IEP parent conferences for Pioneer Education Center teachers are covered under Article 25, Individualized Education Program Plans (IEPs).
2. Class size maxima for Pioneer Education Center classes are covered under Article 24, Caseloads and Class Size, Section 3.
3. Considering the unique and special needs of the students enrolled in the Pioneer Education Center, the Board will:
  - a. Provide an opportunity for the classroom teachers to make recommendations to the principal with regard to the purchase of school supplies, specialized furniture and instructional equipment.
  - b. Provide specialized furniture such as standing tables, standing boards, or wheelchair adaptations pursuant to the normal budgeting process when required for individual students and identified in the Individualized Education Program.
4. The Board shall provide for the participation of Pioneer students in the regional "Special Olympics" or the "Pittsburgh Sports by Abilities Games."

**ARTICLE 29**  
**SPECIAL EDUCATION**  
**REHABILITATION PERSONNEL**

1. Commencing on February 1, 2008, transition counselors will move from the salary schedules for teachers to the salary schedule for counselors. For transition purposes for the first year, transition counselors who are currently paid on the teacher salary schedule will be placed on a step in the counselor's salary schedule that is equal to or higher than their current salary step.
2. The work year for transition counselors will be 202 days (192 days + 10 additional pro rata paid days). The workday will be eight (8) hours, effective February 1, 2008.
3. Transition counselors for 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.

# PART D

## PERSONNEL PROCEDURES

### ARTICLE 30

#### GRIEVANCE AND ARBITRATION PROCEDURES

1. **Definitions and Procedures**

a. **Definitions**

A grievance is a difference concerning:

- (1) a deviation from, or an interpretation or an application of, an administration-approved practice, a system-wide established practice, or a Board-adopted policy, relating directly to those working conditions of teachers that are proper subjects for bargaining under Act 195; or
- (2) an arbitrary or capricious change in any of the same; or
- (3) compliance, interpretation, or application of any existing law, rule, regulation, or policy which relates to or involves the professional employee(s) in the exercise of his/her or their assigned duties; or
- (4) a violation, interpretation, application, or meaning of any provision of this Agreement.

b. **Procedure**

- (1) A sincere attempt should be made to resolve any prospective grievance by discussion between the prospective grievant or the Federation building representative or some other Federation representatives and the principal before differences become formalized grievances.

#### **FIRST LEVEL**

2. A grievance shall be presented in writing on a form mutually agreed upon by the Federation and the Board, through or by a Federation representative to the principal, either within ten (10) school days after the circumstances giving rise to the grievance or within ten (10) school days after the date when the grievant could reasonably be expected to be aware of the circumstances giving rise to the grievance.
3. Upon receipt of a grievance in writing, the principal and, if he/she elects, one (1) additional administrative representative who is not a designated employer representative at some later level of this grievance procedure, shall, within five (5) school days, meet and confer with the grievant, if any, and the Federation representative. At this conference the facts shall be brought out and an effort made to adjust the matter to the satisfaction of all concerned.
4. The principal shall make a decision and communicate it in writing to the grievant, if any, and the Federation representative within five (5) school days after completion of the conference.

#### **SECOND LEVEL**

5. The decision of the principal may be appealed in writing, within five (5) school days after its receipt, by the Federation representative to the appropriate Administrator.
6. Within ten (10) school days after receipt of the written appeal, the Administrator to whom the appeal has been directed, or his/her designee, shall meet and confer with the grievant, if any, and the Federation representative.
7. The Administrator or his/her designee shall make a decision and communicate it in writing to the grievant, if any, the Federation representative, and the principal within ten (10) school days after the completion of the conference.

### **THIRD LEVEL**

8. The decision of the Administrator or his/her designee may be appealed in writing, within five (5) school days after its receipt, by the Federation representative to the Superintendent or a designee.
9. Within ten (10) school days after receipt of the written appeal, the Superintendent of Schools or the designee, shall meet and confer with the grievant, if any, and the Federation representative and/or the president of the Federation.
10. The Superintendent of Schools or the designee shall make a decision and communicate it in writing to the grievant, if any, the Federation representative, the president of the Federation, the principal and the Administrator or his/her designee, within ten (10) school days after completion of the conference.

### **FOURTH LEVEL**

11. The decision of the Superintendent of Schools or the designee may be appealed by the president of the Federation as follows:
  - a.
    - (1) Grievances as defined in definitions 1. and 3. above may be appealed by the president of the Federation from level three to the Board, such appeals to be initiated within five (5) school days after receipt of the third-level decision.
    - (2) A hearing by the Board or its designated Subcommittee shall be held within twenty (20) days after receipt of an appeal, with five (5) days notice being given to all parties of the time and place of the hearing.
    - (3) The decision of the Board or its designated Subcommittee shall be rendered within fifteen (15) days after the hearing. The decision of the Board or its designated Subcommittee shall be final and binding on the parties.
  - b.
    - (1) Grievances as defined in definition 2. above may be appealed by the president of the Federation from level three to the Board, such appeals to be initiated within five (5) school days after receipt of the third-level decision.
    - (2) A hearing by the Board or its designated Subcommittee shall be held within twenty (20) days after receipt of an appeal, with five (5) days notice being given to all parties of the time and place of the hearing.
    - (3) The decision of the Board or its designated Subcommittee shall be rendered within fifteen (15) days after the hearing. The decision of the Board or its designated Subcommittee may then be further appealed by the president of the Federation within five (5) school days after its receipt to the American Arbitration Association for arbitration under its rules. The arbitrator shall hold a hearing within thirty (30) days after appointment. Ten (10) days notice shall be given to all parties of the time and place of the hearing. Within thirty (30) days after completion of the hearing, the arbitrator shall render a decision. The decision, including awards, of the arbitrator shall be final and binding on the parties. Any decision of the arbitrator requiring legislation by an agency other than the Board will only be effective if such legislation is enacted. The costs of arbitration shall be equally shared by the parties to the arbitration.
  - c. Grievances as defined in definition 4. above may be appealed by the president of the Federation, such appeals to be initiated within five (5) school days after receipt of the third-level decision. The Board and the Federation shall continue their agreement to utilize a permanent panel of seven (7) arbitrators selected mutually. The arbitrator utilized in any given case shall be selected by alternately striking names from the panel. The arbitrator shall hold a hearing within thirty (30) days after the appointment. Ten (10) days notice shall be given to all parties of the time and place of the hearing. Within thirty (30) days after completion of the hearing, the arbitrator shall render a decision. The decision, including awards, of the

arbitrator shall be final and binding on the parties. Any decision of the arbitrator requiring legislation by an agency other than the Board will only be effective if such legislation is enacted. The costs of arbitration shall be equally shared by the parties to the arbitration.

- d. Either the Board or the Federation shall have the right, at any time and upon proper notice, to void the agreement to utilize a permanent panel of arbitrators. Such action shall not affect any prior selection or processing of a grievance through an arbitrator selected from the permanent panel. In the event the agreement is voided, appeals to arbitration shall be processed through the American Arbitration Association (AAA) under the normal AAA process.
12. No arguments or facts may be introduced at an arbitration proceeding unless they have been presented at some previous level of this grievance procedure, or unless they were not reasonably available to the parties prior to the arbitration.
13. An arbitrator shall not render any decision which conflicts with or alters this Agreement.
14. A grievance based on the action of authority higher than the principal shall be initiated at the lowest level consistent with this grievance procedure. The general procedures relating to that level shall apply to the presentation and adjustment of the grievance, including the right of appeal.
15. The Federation may initiate a grievance, including a group grievance, at any proper level of this procedure.
16. Failure to communicate a decision at any level of this procedure within the specified time limit shall permit the grievance to be advanced to the next higher level.
17. Additional time at a specific level of this procedure may be granted by mutual agreement between the parties.
18. Conferences and hearings held under this grievance procedure, except arbitration hearings, shall be scheduled at times either after school hours or when the involved teacher(s) is not assigned teaching or other functions, and shall be scheduled in a manner and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend, including witnesses.
19. The Federation may waive participation by any of its listed representatives at the various levels of this procedure, except for the grievant, if any, or may designate alternates for its listed representatives, but appeals to bring the grievance to the next higher level may only be taken by the appropriate Federation representatives specifically listed in this procedure or by the Federation president.
20. Neither of the parties, nor counsel, nor the arbitrator shall employ the use of any visual or sound recording devices at any stage of this procedure without the prior written consent of all other parties.
21. The School Board shall have the right to file a grievance against the Federation concerning Federation compliance with this Agreement, and process same to arbitration, such a grievance to be initiated at the third level of this grievance procedure.
22. Grievances which extend beyond the normal school year shall continue to be processed, with "weekdays" (except Saturdays and holidays) being substituted in the procedure for all references to "school days" except as the parties may mutually agree otherwise.
23. Nothing contained in this grievance procedure is intended to restrict or limit the rights of any individual as provided under Section 606 of Act 195, effective October 21, 1970.

**ARTICLE 31**  
**DUE PROCESS APPEALS FROM**  
**DISCIPLINARY ACTIONS AGAINST TEACHERS**

1. Teachers may be subject to disciplinary action only for just cause. Whether there is just cause for a disciplinary action may be the subject of a grievance under Article 30, Grievance and Arbitration Procedures.
2.
  - a. Where the continued presence in a school of a teacher could be detrimental to the orderly operation of the school, the teacher may be placed on paid administrative leave effective immediately. However, the Federation shall be informed of such a suspension action as soon as reasonably possible after the action has been reported to the Office of Human Resources.
  - b. If Section 2. a. above is not applicable, no suspension of a teacher may take effect until the completion of a due process meeting. If requested by the Federation, a representative of the Office of Human Resources or an appropriate designee will meet with a representative of the Federation to discuss the suspension.
  - c. If the discussion referred to in Section 2. b. above is not sufficient to resolve the matter, the Federation continues to have recourse to the provisions of Section 1. of this Article. In such case the ten (10) workday grievance-filing time period shall commence with the day on which the teacher originally received the written suspension notice, unless the parties should mutually agree to an extension of that time period.
3. A teacher is entitled to be accompanied by a Federation representative at any meeting with a Board representative which could lead to any type of disciplinary action being taken against the teacher. In the event of any such meeting, the teacher shall be given a reasonable opportunity to contact a Federation representative if the teacher elects not to waive Federation representation. If a teacher desires representation by the Federation at such a meeting, the teacher must request Federation representation before the meeting begins or representation shall be presumed waived for that meeting. This provision shall not apply to a rating conference with a teacher.
4. When disciplinary matters are appealed by the Federation to arbitration, no evidentiary hearing shall be held before the School Board.

**ARTICLE 32**  
**TEACHER RATINGS**

The parties recognize that state law provides a framework for the District to rate its professional staff. The parties have committed to a rating system which provides feedback and advances growth opportunities for all professionals.

1. The rating form shall be given to a teacher each time the teacher is rated.
2. If a teacher disagrees with a rating, the teacher shall be given an opportunity to present his/her reason(s) for disagreement.
3. A teacher who wishes to disagree with a rating must indicate dissatisfaction within five (5) - seven (7) school days after receipt of the rating and request a rating conference with the principal.
4. “Unsatisfactory” ratings for teachers must contain an explanatory anecdotal comment.
5. “Needs Improvement/satisfactory” ratings for teachers must contain an explanatory anecdotal comment.
6. Teachers receiving an “unsatisfactory” or “needs improvement/satisfactory” rating may, if they object to a rating and/or to an anecdotal comment, file a rebuttal which will become part of those teachers’ permanent personnel files, along with the rating. They may also request a conference with the appropriate Human Resources representative.
7. “Satisfactory” ratings for tenured professional employees shall not contain negative anecdotal comments or check marks. Constructive criticism, if any, shall be confined to a rating

conference between teacher and administrator.

8. Anecdotal comments are documents and evidence that are accessible to tenured and non-tenured teachers either in a hard copy rating packet or electronically. The contents of a rating packet or electronic collection of evidence shall be sufficient evidence to evaluate the performance level of a tenured or non-tenured employee.
9. The rating scale for tenured and non-tenured teachers shall be binary, either “satisfactory” or “unsatisfactory.” After consultation with the Union, the District may utilize a satisfactory insufficient evidence rating. The issuance of satisfactory insufficient evidence rating does not interrupt two unsatisfactory ratings for purposes of considering dismissal under the School Code.
10. All annual ratings for tenured teachers shall be distributed no later than ten (10) calendar days prior to the last workday for teachers in the school year. In the event that the District cannot distribute annual ratings by this time, the District shall contact the Federation and the parties will seek a mutually agreed upon timeline for the specific year.
  - a. There will continue to be only a single annual rating for any teacher in a given school year.
  - b. Interim unsatisfactory ratings and ratings warnings may continue to be given to teachers in appropriate circumstances.
11. All semiannual ratings for nontenured teachers shall be distributed no later than ten (10) calendar days prior to the final day of the semester. In the event that the District cannot distribute semiannual ratings by this time, the District shall contact the Federation and the parties will seek a mutually agreed upon timeline for the specific semester.
12. “Unsatisfactory” ratings may be submitted to teachers in extraordinary situations, separate from the time specifications listed above, with a copy submitted to Human Resources, which may be included in the teacher’s personnel file.

“Extraordinary situations,” as referred to in this Section, shall apply to the following:

  - a. A serious incident or matter arising near the close of the school year (or school semester for nontenured teachers) after the time specifications of Section 10. (or Section 11).
  - b. A serious incident during the school year warranting an immediate unsatisfactory rating.
  - c. A situation where a tenured teacher had received an unsatisfactory annual rating for the preceding school year.
13. In the event a teacher is given an “unsatisfactory” rating for any paid extra service, such as coaching, extracurricular activities, or select teacher positions, then the applicable rating procedures contained in this Article, including anecdotal comments, shall be applied.

## **ARTICLE 33**

### **BUILDING SENIORITY AND VOLUNTARY OR INVOLUNTARY TRANSFERS OF TEACHERS**

The criteria of this Article shall apply, as appropriate, to the determination of which teacher(s) shall be required to transfer from and which teacher(s) shall be entitled to remain at schools wherein a closing of position(s) is occurring.

In addition, various provisions of this Article deal with the following: teachers who are displaced from their previous teaching positions by school closings or by complete change in status of schools; teachers who are assigned to new schools and to schools whose status has completely changed; teachers who are displaced from promotional or other nonteaching positions; building seniority of teachers on leave and returning from leave; special employment category seniority of teachers; placeholder building seniority provisions covering teachers who temporarily or provisionally accept alternate positions; and building seniority, certification, and teacher transfers in general.

#### **1. TYPES OF SENIORITY**

- a. System seniority is consecutive time as a regular teacher, other professional employee, or other promoted employee since the most recent date of hire, including any time spent

on Board-approved leave(s) of absence but excluding time employed as a full-time substitute.

- b. Building seniority is consecutive or credited time as a regular teacher at the teacher's current school, inclusive of any time spent on Board-approved leave(s) of absence, such as sabbatical leaves, military leaves, Board-paid exchange teaching leaves, maternity leaves, professional study leaves, and so on. Full-time substitute time does not qualify for building seniority credit.
  - (1) Regular teachers assigned simultaneously at more than one (1) school shall receive proportional credit for building seniority at each of the schools to which they are assigned.
  - (2) Regular part-time teachers shall receive proportionate building seniority credit commensurate with the amount of regular part-time service rendered.
  - (3) School-based specialized positions (including but not limited to) such as K-12 literacy specialists and intervention specialists, will continue to accrue building seniority at the school(s) in which they serve. They also have special category seniority, by certification, within their school(s). Accordingly, they are protected from school-based reductions in force but not from furloughs where system seniority shall be applied.
  - (4) Building seniority shall be applied to determine the right of a teacher to remain at a school when a reduction of position(s) is occurring at the school, provided, however, that:
    - (i) Appropriate teacher certification(s) requirements shall continue to be observed.
    - (ii) Integration of a faculty shall continue to be a factor for consideration in staffing.
    - (iii) As long as separate physical education classes for boys and for girls are being conducted at a school, the Board will continue its policy of maintaining a balance between the number of male and female physical education teachers assigned to each school.

## 2. PROCEDURES FOR TRANSFERS OR MOVEMENT WITHIN BUILDINGS

- a. Certification requirements will be followed in approving any teacher to fill an open position at the school wherein a reduction of position(s) is occurring, or at a school to which the teacher may apply to transfer, or at a school to which the teacher may be reassigned.
- b. A teacher, in order to remain at a school in which a closing of position(s) is occurring, shall continue to have the right to exercise his/her building seniority in all areas in which the teacher is certified, irrespective of whether or not the teacher has taught, or is teaching, in a particular area in which he/she is certified. This provision does not apply where the exercise of this option would necessitate a layoff in the certification area in which the teacher electing the option had not been teaching.
- c. If teachers affected by the closing of a position(s) at the elementary school in which they are teaching do not wish to accept a new assignment at the same elementary school in the opposite elementary cycle (primary or intermediate) from their present elementary cycle, they shall be permitted to displace themselves.
- d. If teachers affected by the closing of a position(s) at the secondary school in which they are teaching do not wish to accept a new assignment at that same school, they shall be permitted to displace themselves.
- e. If the building seniority of two (2) or more teachers is the same, the following tie breakers shall be applied in the order listed. All teaching service, to be credited, must have been rated satisfactory.
  - (1) System seniority,
  - (2) Full-time substitute service immediately preceding regular teaching service,
  - (3) Previous regular service in Pittsburgh Public Schools,

- (4) Previous full-time substitute service in Pittsburgh Public Schools,
  - (5) Previous regular service in another public school district,
  - (6) Previous regular service in a nonpublic school district,
  - (7) Placement on eligibility list at time of hire.
- f. No full-time or day-to-day substitute positions or teachers will be retained at school(s) involved in a closing of position(s), except where certification factors make such retention necessary.
- g. Before any teacher is involuntarily transferred from a school under applicable provisions of this Article, positions left unoccupied as a result of retirements, resignations, promotions, transfers, leaves, and other such occurrences shall be utilized first.
3. PROCEDURES FOR TRANSFERS TO OTHER BUILDINGS
- a. Procedures to determine building seniority in the event of transfers:
- (1) If a teacher voluntarily transfers to another school, the teacher shall receive building seniority credit at the new school equal to one half (1/2) of his/her system seniority.
  - (2) If a teacher is required to transfer to another school, that teacher shall transfer to the new school his/her building seniority or one half (1/2) of his/her system seniority, whichever is greater.
  - (3) If a teacher with a satisfactory rating voluntarily elects to transfer from a school and, as a result, his/her transfer makes it unnecessary for some other less senior teacher to be involuntarily transferred from that school, then the teacher who has voluntarily transferred shall have his/her transfer treated as an involuntary transfer for purposes of crediting his/her building seniority at the new school. Such transfers must be reviewed and approved by Human Resources.
  - (4) Teachers who are assigned to a new school or to a school whose status has been completely changed shall all have the same building seniority at the time of the opening of that school. Such teachers' building seniority rankings, therefore, shall be determined by their comparative system seniority.
  - (5) Teachers transferring building seniority into a new school or into a school whose status has been completely changed, at any time following the opening of that school in its new or changed status, shall only be entitled to building seniority credit not to exceed the amount of time the school has been in operation in either its new or its changed status. A future involuntary transfer from the new school will result in such teacher's building seniority not being adjusted as per the new school requirement of this Section.
  - (6) If a teacher voluntarily transfers from a school which has been officially designated for closing or for a change in status and does so before the actual date for the closing or change in status has arrived, that teacher's transfer shall be considered an involuntary transfer for purposes of crediting building seniority at the teacher's new school, provided that the transfer occurs no more than one (1) year prior to the actual date set for the closing or change in status of the school.
  - (7) A teacher assigned to a school for the duration of a semester or school year, or for the entire semester or school year, under the provisional conditions of Article 41, Teacher Vacancy Lists and Transfer Procedures, Sections 2., 3., or 4. (but not under the Section 2. provisions where the filling of the position is done consistent with all procedures applying to the filling of posted vacancies), shall only receive building seniority credit starting with the following semester or school year and only if that teacher then continues to be assigned at that school in a permanent capacity, subject to modification by any other applicable terms of this Article. This provision shall apply to replacement teachers, as well as to newly hired teachers, other regular teachers, and full-time substitute teachers.
- b. A teacher who agrees to reassignment to a particular school may not later in the same

summer request reassignment to a different school.

#### 4. PROCEDURES FOR SPECIAL PROFESSIONAL EMPLOYMENT CATEGORIES

a. The following provisions shall continue to apply to certain special professional employment categories, including but not limited to counselors, social workers, nurses, psychologists, fulltime activities directors, itinerant music teachers, itinerant language teachers, alternative education outreach teachers, English as a second language (ESL) teachers, academic coaches, and reading specialists.

(1) In calculating the consecutive or credited time that bargaining unit professional employees are in any one of these various special professional employment categories, the calculation shall continue to be made from the date of assignment or promotion to such a special professional employment category, including any time spent on Board approved leaves of absence and including any time when the professional employee may have been temporarily removed from such a special professional employment category due to a reduction in the number of professional positions in that employment category, but not including any time employed in a full-time substitute status.

(2) Consecutive or credited time for such professional employees shall continue not to include consecutive or credited time with the Board prior to employment in the particular special professional employment category.

(3) Teachers, other professional employees, or other promoted employees who are displaced from a promotional or other nonteaching position back to a teaching position shall receive credit for building seniority at the school to which they are assigned or reassigned equal to the amount of building seniority they had attained at the last school to which they were assigned in a teaching capacity immediately prior to their acceptance of the promotional or other nonteaching position. However, a full-time activities director who is displaced into a full-time classroom teaching position shall also be given building seniority credit at the school to which he/she is assigned or reassigned for the time he/she served in the activities director job category.

(4) Employees in special professional employment categories who accept promotion to a position not within the representation unit shall not continue to accrue consecutive or credited seniority in their former special professional employment category for the period that they serve in the promoted position. Should such a promoted employee subsequently return to the special professional employment category, he/she shall receive seniority credit for prior time served in that special professional employment category. The provisions of this Subsection shall not apply if the promoted position is held in an acting or temporary capacity.

#### 5. SPECIAL PROVISIONS FOR TEACHER TRANSFERS FROM EARLY CHILDHOOD TO SCHOOL AGE

a. Early Childhood teachers who transfer to a K-12 position maintain their overall District system seniority.

b. There will be a third posting for early childhood and early intervention teachers on June 1 to apply for remaining early childhood and early intervention vacancies prior to opening the positions for external candidates.

c. The following shall apply to K-12 teachers who transferred to a K-12 position from an early childhood or early intervention (EC/EI) position, including EC coaches and replacement teachers:

(1) A transfer from an EC/EI teaching position to a K-12 teaching position is considered a voluntary transfer and not a promotional opportunity regardless of a salary schedule difference. Accordingly, the building seniority provisions pertaining to voluntary transfers shall apply.

- (2) Furloughs and displacements involving teachers who previously transferred from an EC/EI position to a K-12 position will be handled as follows:
    - (i) The comparative consecutive time in a K-12 certificated position will be utilized when determining which K-12 teacher(s) will be furloughed.
    - (ii) In the event of a furlough in a K-12 certification area, if the teacher(s) identified for furlough had transferred into K-12 from EC/EI, then such teacher(s) shall have the right to return to EC/EI and be placed into a position based on system seniority and certification. Such a transfer is involuntary.
6. PROCEDURES FOR DISPLACED TEACHERS AND REASSIGNMENTS
- a. Reassignments shall be made by Human Resources, with displaced teachers being reassigned within each certification on the basis of their comparative system seniority. This latter provision means that the most senior teacher within a particular certification is reassigned first, and so on, in the order of the displaced teachers' system seniority within the certification. It does not mean that each displaced teacher has a choice among all the unfilled vacancies in his/her certification at the time when he/she is being reassigned.
  - b. No reassignment of a displaced teacher shall be made for arbitrary or capricious reasons. The existence of a particular vacancy does not constitute an offer or guarantee of reassignment to the vacancy for a specific displaced teacher, since it is necessary for Human Resources to examine several factors in addition to system seniority in offering reassignment to each displaced teacher.
  - c. Teachers displaced for any reason will be offered placement into vacant positions, insofar as is possible, before newly hired teachers are assigned by the Board.
  - d. In reassigning displaced teachers, Human Resources shall also consider the normal transfer applications of experienced teachers.
  - e. A teacher who agrees to reassignment to a particular school may not later in the same summer request reassignment to a different school.
  - f. If a displaced teacher or a teacher returning from leave is assigned temporarily to a school, such a teacher shall receive additional building seniority credit for the time he/she is assigned temporarily to that school.
7. PROCEDURES FOR RETURNS FROM LEAVES
- a. Following a leave of absence which has exceeded one (1) year, teachers who are being newly assigned to a school (or who are returning to a school) shall receive building seniority credit at the school under involuntary transfer status (which includes building seniority credit for the time spent on leave).
8. RIGHT TO RETURN AND OTHER SPECIAL CIRCUMSTANCES
- a. All teachers who have been rated satisfactory and who desire to return to the school from which they were involuntarily transferred will be entitled to return to that school at the first available future vacancy for that school for which they are eligible, subject to the applicable integration provisions of Section 1.b.(4)(ii), above. Such returns shall normally be confined to the start of a new school year or start of a new semester.
    - (1) Upon returning to his/her former school, the teacher's building seniority shall be credited as though the teacher had never been transferred.
    - (2) If a teacher declines to exercise the option to return to his/her former school at the first available future vacancy at that school, that teacher terminates any further entitlement to return to said former school.
  - b. Following mutual agreement between the Board and the Federation in certain special situations, the parties may continue the practice of permitting a teacher to retain, or to continue to accrue, building seniority at his/her original school while serving in a

temporary capacity, acting capacity, or interim capacity at Board request, in a teaching position or in some other position either at some other school or at the teacher's original school. The provisions of this Section shall be limited to a maximum of one (1) year during which the teacher may retain the right to return to his/her former teaching position at the teacher's original school.

- c. A teacher who is filling a placeholder position at a school, either under various leave circumstances or under Section 8. of this Article, shall continue to receive building seniority credit as follows:
  - (1) If the teacher ultimately is assigned permanently to the school, the teacher will receive full building seniority credit for the time served in the placeholder capacity.
  - (2) If the teacher ultimately is assigned permanently to some other school, the teacher will receive full building seniority credit for the time served in the placeholder capacity along with whatever additional building seniority credit, if any, the teacher may be entitled to transfer to that other school.
- d. By mutual agreement between the parties, a subset of teachers at a school may be transferred from that school and have such transfers considered involuntary, should a special program(s) be implemented in that school which involve(s) significant modifications at that school but which does not constitute a complete change in the status of that school.

## **ARTICLE 34**

### **SYSTEM-WIDE SENIORITY AND LAYOFF-RECALL PROVISIONS**

This Article supersedes and/or preempts the seniority, suspension, and recall provisions of Section 1125.1 of the School Code.

#### **1. DEFINITION AND APPLICATIONS OF SYSTEM SENIORITY**

- a. System seniority is total system-wide seniority and comprises consecutive time as a regular teacher, other professional employee, or other promoted employee since the most recent date of hire, including any time spent on Board-approved leave(s) of absence but not including time employed in a full-time substitute status.
- b. Regular part-time teachers (half-time or more) shall continue to receive full system seniority credit for their part-time teaching service.
- c. System seniority shall continue to be the sole applicable seniority criterion to be applied in any layoff of a teacher(s).
- d. A teacher shall continue to receive system seniority credit at the time of a layoff in all areas of certification he/she may hold, irrespective of the certification(s) in which he/she has taught in or in which he/she is currently teaching.

#### **2. PROCEDURES FOR TIE BREAKING**

If the system seniority of two (2) or more teachers is the same, the following tie breakers shall be applied in the order listed. All teaching service, to be credited, must have been rated satisfactory.

- a. Full-time substitute service immediately preceding regular teaching service.
- b. Previous regular service in Pittsburgh Public Schools.
- c. Previous full-time substitute service in Pittsburgh Public Schools.
- d. Previous regular service in another public school district.
- e. Nonpublic school teaching experience (1/2 credit or 1/5 credit, whichever is applicable).
- f. Placement on eligibility list at time of hire.

3. RESTRICTIONS FOR USE OF ALTERNATE CERTIFICATES

- a. A more senior teacher shall continue not to be involuntarily realigned into one of his/her alternative certifications in order to forestall the layoff of a less senior teacher in the certification area in which the more senior teacher is currently teaching.
- b. A teacher may not voluntarily switch to an alternative certification area at a time of layoff if by doing so he/she causes the layoff in that certification area of a teacher who would otherwise not be laid off, unless the voluntary switch prevents the layoff of a teacher who is senior to the teacher who is caused to be laid off by the voluntary switch.

4. LAYOFF CONSIDERATIONS

- a. The following is a checklist of various matters that laid off teachers should be concerned about at the time of their layoff: unemployment compensation entitlement and filing procedures; continued Retirement System membership; continued interest on the individual's pre-layoff retirement contributions; health care and dental coverage status; accidental death and dismemberment coverage; severance entitlement; system seniority/certification standing; system seniority and building seniority rights; system seniority accumulation while on layoff; tenure information and rights; procedures for recall; future employment opportunities; implications of substitute work; payroll-deduction auto insurance status; payroll-deduction annuity status; payroll-deduction homeowners status; payroll-deduction disability status; credit union rights; leaves of absence information, particularly maternity leave matters; and any other pertinent information and advice relevant to layoff and recall.

5. TIMELINES FOR LAYOFFS AND UNEMPLOYMENT COMPENSATION

- a. Any teacher to be laid off must be notified no later than August 1.
  - (1) If a teacher who receives an August 1 layoff notice is recalled prior to the start of the first teacher workday, then said teacher shall not be entitled to any unemployment compensation, except that which he/she has already received for the month of August until the time of recall.
- b. If a teacher who receives an August 1 layoff notice is recalled any time after the start of the first teacher workday of the school year, then whichever of the following alternatives is less shall apply:
  - (1) Either the teacher shall be paid his/her salary for the duration of the school year from the date of recall plus unemployment compensation retroactive to the close of school in June, but only for the maximum number of weeks of unemployment compensation to which a laid off person is entitled.
  - (2) Or the teacher shall be paid his/her full regular salary for the 192-day school year. (This alternative shall be applied irrespective of whatever unemployment compensation payments the teacher has received from the time of layoff up until the time of recall.)
- c. Notwithstanding the provisions of Section 5.a. above, the Board, pursuant to the following procedures, may delay until the third calendar day immediately prior to the first teacher workday of the new school year in giving layoff notification to an "estimated number" of teachers agreed upon in writing by the Board and the Federation prior to August 1 of the same year. The "estimated number" is of those teachers whose layoff might be in doubt because of uncertainties in exactly forecasting attrition of teachers prior to the actual start of the school year and who, therefore, if laid off, would stand a reasonable chance of being recalled to active regular service in time for the start of the school year. The provisions of this Subsection shall not be applicable to full-time substitute teachers.
  - (1) If a teacher who is listed among the "estimated number" is not actually laid off, then he/she shall neither be entitled to nor receive any unemployment compensation payments.

(2) If a teacher who is listed among the “estimated number” is actually laid off for the start of the school year, then he/she shall be covered by Section 5.b. above immediately above, using whatever date of layoff notice applies (instead of the August 1 date of layoff notice).

d. In the case of certain federally funded teaching or other positions, wherein the Board has been unable to receive confirmation of funding for a following school year, or wherein the Board may be notified of a curtailment or termination of such funding late in the summer, layoff notification to affected personnel, either those personnel in the actual federally funded positions or those personnel who indirectly become subject to layoff because of the loss of said federally funded positions, may be sent by the Board subsequent to the regular notification date. Should such a layoff(s) ever occur on a date during the school year, then that date shall be the effective date of the layoff(s). Nothing in this Subsection shall be applied or construed to decrease the maximum legal obligation of the Board to provide unemployment compensation benefits to such a laid off teacher.

e. No layoff(s) of a teacher(s) shall occur during the course of either semester, other than possibly immediately following the start of the school year in an unforeseen individual circumstance or as per the exception due to federal funding provided for in Section 5.d. above., except if the layoff(s) is due to a funding loss or a funding inadequacy in a budget not fully under the Board’s direct control (i.e., a budget other than the Board’s mainstream budget).

(1) A laid off teacher recalled to replace a teacher who is absent for a period of time due to illness, childbirth, or for some other limited leave, even though receiving regular salary and benefits for the period of the recall, may be laid off during the school year, if necessary, at the time when the replaced teacher returns to active teaching service.

(2) A teacher on regular salary, who otherwise would be on layoff or who has been recalled from layoff and is filling a full-time-substitute-type position, may also be laid off during the school year.

f. Teachers who face layoff shall continue to be entitled to placement as replacement teachers each year under the provisions of Article 17, Employment of Replacement Teachers, before any new teachers may be hired as replacement teachers, subject to the proviso that reasonable quotas of replacement teachers in any single certification shall continue to be observed. In the event that teachers who otherwise would be laid off are placed as replacement teachers, such placements shall continue to be made immediately with the first teacher day of the school year.

(1) The unemployment compensation entitlement of any teacher laid off during the summer is retroactive to the close of school in June, except as limited by Section 5a.b.c.(2) and d. immediately above. No laid off teacher, under any circumstances, can receive unemployment compensation payments for any more than the maximum number of weeks of unemployment compensation to which a laid off person is entitled.

(2) The provisions of this Section shall continue only so long as the Board provides unemployment compensation coverage under the self-insurance option. Nothing in this Section shall be construed to increase the maximum legal obligation of the Board to provide unemployment compensation benefits to a laid off teacher.

## 6. BENEFIT OPTIONS TO CONSIDER WHILE ON LAYOFF

a. A laid off teacher may elect:

(1) To go on layoff and continue his/her hospitalization and dental coverage for the first twelve (12) months of laid off status by paying the full costs of same to the School District each month.

- (2) To go on layoff and drop all benefits, except severance pay entitlement, for the duration of the layoff.
  - (3) To resign at any time following the layoff and receive his/her severance pay benefits.
7. SENIORITY AND INCREMENT ADVANCEMENT DURING LAYOFF
  - a. Laid off teachers shall continue to receive system seniority credit while on layoff but shall not receive salary schedule advancement credit for time on layoff. A teacher who is suspended from active employment through layoff and then subsequently recalled will receive increment (anniversary) credit for the entire month in which he/she is recalled to active employment, irrespective of whether that teacher was recalled for all or only some of the workdays in that month. Such teachers will receive service credit, for increment purposes only, retroactive to the first day of the month in which they are recalled. (This provision has no bearing on the practice that will continue to apply to the increment [anniversary] date for newly hired teachers who are hired after the first workday in any month. Their anniversary month, for increment purposes only, will continue to be the month immediately following the one during which they were hired.)
8. RECALL PROCEDURES
  - a. Laid off teachers will continue to be recalled to service in the order of their system seniority, subject to certification, with the most senior teacher being recalled first and so on. No new teachers may be hired until all laid off teachers in their areas of certification either have been reinstated or have declined an appropriate offer of reinstatement.
  - b. Regular part-time teachers (half-time or more) shall continue to be offered full-time positions, in accordance with their system seniority, before any new teachers are hired, or before any laid off teachers having less system seniority are recalled to full-time positions, or before any less senior teachers are offered full-time positions.
  - c. Montessori magnet school teachers possessing special Montessori teaching skills and language magnet school teachers possessing special language skills will be given separate "certification/seniority" status, for layoff purposes only, at such schools. Such teachers, however, may be displaced at a time of layoff by more senior teachers also possessing these special skills, in accordance with applicable provisions of this Article (Article 34, System-Wide Seniority and Layoff-Recall Provisions).
  - d. Teachers who are recalled from layoff shall be offered assignments before newly hired teachers having the same certifications are placed. Recalled teachers who have the same certification and who are recalled at the same time shall be offered assignments in the order of their system seniority. Assignments of recalled teachers shall also continue to be made after the disposition of regular teacher transfer applications and the assignment of displaced teachers have been handled, as provided for under Article 33, Building Seniority and Voluntary or Involuntary Transfers of Teachers, Sections 3 and 6. The provisions of this Section 8. shall continue to be subject to considerations applying to faculty integration.
  - e. Teachers who are given layoff notice, which is later rescinded before any actual layoff has occurred, provided the provisions of this Section 8. are complied with, shall be covered under the provisions of Article 33, Building Seniority and Voluntary or Involuntary Transfers of Teachers, Section 8., insofar as the right to return to their former schools is concerned.
9. MONITORING BY THE FEDERATION DURING LAYOFFS
  - a. The Federation will continue to be provided full seniority lists by certification categories prior to the dissemination of any layoff notices to teachers. The Federation will also be provided seniority lists covering teachers on layoff status in order to monitor recall procedures.

- b. Should any layoffs or displacements occur that may involve teachers going from one professional employment category to another, or that may involve non-unit professional personnel going to teaching positions, they shall be handled in the same manner as was done during the term of the previous Agreement. Seniority lists within the involved professional job classifications shall continue to be provided to the Federation to cover such situations.

**ARTICLE 35**  
**UNIQUE SENIORITY RELATED PROVISIONS APPLICABLE**  
**TO SELECT SCHOOLS**

- 1. Pittsburgh Montessori:
  - a. Montessori magnet school teachers possessing special Montessori teaching skills will be given separate “certification seniority” status, for layoff purposes only, at such schools. Such teachers, however, may be furloughed at a time of layoff by more senior teachers also possessing these special skills, in accordance with applicable provisions of Article 34, System-Wide Seniority and Layoff-Recall Provisions.
  - b. In the event of displacement from a Montessori school, a teacher without Montessori certification will be displaced before a teacher with Montessori certification. Article 33 of the Collective Bargaining Agreement which addresses building seniority shall apply to determine who is displaced, among teachers without Montessori certification and, if necessary, followed by teachers with Montessori certification.
- 2. Language Magnet Schools:
  - a. Language magnet school teachers possessing special language skills that align with those languages taught in their respective school will be given separate “certification seniority” status, for layoff purposes only, at such schools. Such teachers, however, may be furloughed at a time of layoff by more senior teachers also possessing these special skills, in accordance with applicable provisions of Article 34, System-Wide Seniority and Layoff-Recall Provisions.
  - b. In the event of displacement from a language magnet school, a teacher without special language skills will be displaced before a teacher with special language skills. Article 33 of the Collective Bargaining Agreement which addresses building seniority shall apply to determine who is displaced, among teachers without special language skills and, if necessary, followed by teachers with special language skills.
- 3. Pittsburgh Science and Technology School:
  - a. Teachers and other professionals at the Science and Technology school will be given separate “certification/seniority” status, for layoff purposes only. Should the application of this separate “certification/seniority” cause the layoff of any teacher with more seniority, who otherwise would have displaced a Science and Technology School teacher, such teacher(s) will be placed in a full-time substitute position (or equivalent temporary position) without a change in salary or a break in service. The provisions of this paragraph shall not apply to teachers of Science, Career and Technical Education, Art Technology and Music Technology.
  - b. Other special provisions regarding this school can be found in Article 49, Pittsburgh Science and Technology School.
- 4. Pittsburgh Barack Obama 6-12:
  - a. International Baccalaureate (IB) certification is necessary for teachers to administer the IB program and curriculum offered at Pittsburgh Obama.
  - b. It was mutually agreed upon that the following conditions would apply for the staffing of the IB positions with the start of the 2012-2013 school year:

- (1) All incoming IB teachers will remain at Barack Obama 6-12 School for three (3) years unless there is a mutual agreement between the teacher and administration for a period of time less than three (3) years.
  - (2) In the event of displacement from Barack Obama 6-12 School, a teacher without IB certification will be displaced before a teacher with IB certification. Article 33 of the Collective Bargaining Agreement which addresses building seniority shall apply to determine who is displaced, among teachers without IB certification and, if necessary, followed by teachers with IB certification.
  - (3) The District will ensure that staff at Barack Obama 6-12 will be trained appropriately to remain in good standing with IB program requirements.
- c. Should the funding level or source of the IB program change, or the staffing requirements, the District and Federation will meet to reach agreement of the impact on the understanding of this Section 4.

## **ARTICLE 36**

### **LEAVES OF ABSENCE PROVISIONS**

1. Salary Advancement While on Leaves
  - a. Teachers on ordinary leave without Board pay for study or other professional purposes shall continue to receive advancement on the salary schedule while on such leave, provided the purpose(s) for which said leave was taken is fulfilled by the teacher. Other professional purposes shall include, but shall not be limited to, research fellowships, Peace Corps, and exchange teaching. Such leave shall not ordinarily be granted until the teacher has completed two (2) years of service after appointment from an eligibility list. Military leave shall continue to be provided irrespective of the number of years of service with the Board.
  - b. Salary schedule advancement for teachers on sabbatical leave, military leave and Board-paid exchange teaching leave shall continue to be provided.
  - c. Leaves without Board pay for reasons of health and other serious personal reasons may also be granted, subject to Board approval. Such leaves, if granted, shall not include provision for salary schedule advancement.
2. Fringe Benefits While on Leave and Ability to Continue Payment into PSERS
  - a. Teachers on approved leaves may continue to participate in applicable fringe benefit programs provided by the Board under the same conditions that would be in effect during regular employment, except as provided in Section 4.c. of this Article.
    - (1) When extending a leave to one (1) year or less, the School Board shall continue to assume the cost of fringe benefits for the period of the extension.
    - (2) When extending a leave beyond one (1) year, the teacher shall continue to assume the costs of any fringe benefits which the teacher wishes continued for the period of the extension.
  - b. No additional sick leave days shall be accumulated during sabbatical leaves or during any unpaid leaves, including sick leaves. (A teacher who is absent due to sickness or accident accumulates additional sick leave days during such absence.)
  - c. Teachers on ordinary leave without Board pay for study or other professional purposes shall be considered to be in regular full-time daily work attendance and have the right to continue membership in and make contributions to the Pennsylvania Public School Employees' Retirement System, subject to applicable requirements of said Retirement System.

### 3. Leaves for Maternity, Childrearing and Adoptions

#### a. Maternity leaves and maternity-related provisions:

All female teachers who are employed in regular full-time positions, regardless of length of service, shall be entitled to maternity leave in accordance with the provisions of this Agreement and with Board policy in effect at the time of the execution of this Agreement.

- (1) The right of female teachers to use sick leave instead of maternity leave shall continue to apply to the actual time of the disability due to childbirth and the period of recovery immediately thereafter. If this provision for the use of accumulated sick leave at the time of childbirth and any period of disability immediately preceding or following that time (or unpaid leave if the employee has exhausted all of her sick leave days) is used, the maternity leave entitlement continues not to be applicable to the involved female employee. However, leaves without Board pay for personal reasons relating to childbearing or child rearing, if they commence immediately following such sick leave absence (either paid or unpaid) due to childbirth and the period of recovery immediately thereafter, shall be available to female teachers and other female personnel. (For childrearing leave applying to male teachers, see Section 3.a.(7.) of this Article.) Such leaves shall not exceed two (2) years in length from the date of their inception, but may be of shorter duration as requested by the female applicant. This sick leave provision is applicable to all female personnel. No medical examination may be required by the School Board for at least six (6) weeks after the birth of the child; however, the period of absence under sick leave provisions may only be for any period of disability.
- (2) Teachers on maternity leave are covered under Section 2.a., 4.c., and 6.a. of this Article. Maternity leave is limited to a maximum of two (2) years, but may be of shorter duration.
- (3) Premature termination of pregnancy shall continue to be covered under sick leave provisions.
- (4) Pregnancy will not have any bearing on the application for, or the continuation of, sabbatical leaves for any female teachers who are eligible for sabbatical leaves.
- (5) A female teacher who takes a maternity leave of six (6) weeks, or less, shall not have any change made in her original increment (anniversary) date.
- (6) Leave shall be available to teachers, if requested, in the event of the placement for adoption and subsequent adoption of a child.
- (7) Childrearing leaves shall be available to male teachers at the time of birth and/or immediately thereafter, for the same duration and under the same provisions as apply to female teachers.

#### 4. Length of Leaves and Extension of Leaves

- a. Leaves of absence due to disability, except for work-related disability for which an employee is receiving Workers Compensation, are limited to a maximum of one (1) year.
- b. Short-term leaves of absence with loss of pay lasting three (3) or more consecutive workdays may only occur following approval by the Board of Public Education upon recommendation of the Superintendent. In order for such leave requests to be processed, a letter requesting leave with loss of pay for three (3) or more consecutive workdays and bearing the signature of the appropriate principal or administrator must be in Human Resources at least three (3) weeks prior to the date of the intended absence. Notification will be made to the applicant as to the disposition of the request. In case of an emergency unpaid absence of three (3) or more consecutive workdays, the employee shall submit an explanation to Human Resources as soon as possible either during or

immediately following the period of emergency unpaid absence. Such an emergency unpaid absence shall also require the approval of the Board of Public Education, though such approval, if granted, would of necessity occur after the fact of the involved absence. Unpaid absences of one (1) or two (2) workdays shall continue to be administered by the appropriate principal or administrator in accordance with Human Resources directives.

- c. Leaves of absence are not ordinarily extended into a second year.
  - (1) Extensions for a second year shall be permitted for maternity leaves and leaves relating to childbearing and childrearing.
  - (2) If a leave exceeds one (1) year, the returning teacher need not be placed as provided in Section 6. of this Article. The teacher granted such an extension will pay his/her own and the Board's share of the costs of any fringe benefits which the teacher wishes continued in the extended leave period.
- d. Extension of any leaves referred to in Section 4.c.(2) above will be governed by the appropriate provisions of the School Code.

#### 5. Disability Retirement

Teachers approved for a disability retirement must sever their employment with the District within two (2) years of the effective date of the disability retirement.

#### 6. Returns from Leaves of Absence

- a. Upon termination of a teacher's approved leave of absence, the teacher shall be returned to the same position, in the same school or schools, from which the teacher was granted leave of absence. Placement of the teacher in a position other than that held at the inception of the leave shall not be for arbitrary or capricious reasons. Teachers returning from leaves near the close of a school year or school semester may not be returned to their former positions until the start of the following school year or school semester. Such teachers may be assigned as replacement teachers or in some other teaching position.
- b. A teacher scheduled to return from leave near the close of a school year or school semester may have the leave continued for the balance of the school year or school semester by mutual agreement between the teacher and the Board.

#### 7. Sabbatical Leaves

- a. The parties agree that sabbatical leaves shall continue to be granted in accordance with the applicable provisions of the School Code.
  - (1) Applications for study sabbaticals shall be submitted at least thirty (30) calendar days prior to the first teacher day of the school year and/or semester for which the sabbatical is requested. In the case of twelve-month personnel, applications shall be submitted at least thirty (30) calendar days prior to January 1 or July 1. Exceptions to this thirty (30) days notice provision may be granted in special circumstances by the Office of Human Resources.
  - (2) Existing application procedures for health sabbaticals shall continue in effect.
- b. Teachers shall continue to be required to comply with Board requirements for the granting of sabbatical leaves and with sabbatical leave requirements as provided under the Pennsylvania School Code.

#### 8. Family and Medical Leave Act (FMLA)

This Article shall not be interpreted to diminish the prerogatives of the School District or the rights of any teacher or other employee under the federal Family and Medical Leave Act of 1993.

## **ARTICLE 37**

### **MEDICAL CLEARANCES FOR RETURN TO ACTIVE TEACHING SERVICE**

1. Except in circumstances beyond the control of the Board, qualified medical personnel shall be available for the purpose of approving teachers for return to work after illness of thirty (30) or more cumulative workdays within a period of one (1) school year, disabling injury, hospitalization, or extended leave for any reason. A teacher who receives a medical clearance shall normally be returned to work the next workday.
2. The completed, Board-required, medical clearance form must be submitted to the Division of Health Services prior to the day the teacher is to return to work. Teachers are to be returned to work as soon as possible upon receipt and approval of the required paperwork.

## **ARTICLE 38**

### **PROFESSIONAL LEAVE**

The Board agrees to give appropriate consideration to the granting of a professional leave day(s) to teachers who apply, including teachers who apply to attend Federation or Federation-supported educational conferences and workshops, with particular recognition being given by the Board to the fact that professional leave for certain teachers does not require the assignment of substitutes as replacements for those teachers. The Federation agrees that the determination of whether a professional conference or workshop warrants the granting of professional leave under the provisions of this Article continues to rest with the Board.

## **ARTICLE 39**

### **COURT ATTENDANCE AND JURY DUTY**

1. A teacher who is subpoenaed as a witness in court or for jury duty shall continue to be excused without loss of pay. Any compensation received for such service or duty shall be remitted to the Board or an equivalent amount shall be deducted from the teacher's salary or wages; this requirement shall continue not to be applicable when such service or duty occurs on a snow day or other emergency day that is subsequently to be rescheduled (made up) under the provisions of Article 54, Delays and School Cancellations Due to Snow and Other Emergencies, Section 3.
2. Teachers involved in Juvenile Court proceedings, including where the teacher has personally filed a charge involving a student and must appear in Juvenile Court, shall continue to be excused without loss of pay.

## **ARTICLE 40**

### **PERSONNEL FILE PROCEDURES AND CLEARANCES**

1. Permanent personnel files shall be maintained under the following conditions:
  - a. No material critical of a teacher's conduct, service, character or personality shall be placed in the files unless the teacher has had an opportunity to read the material.
  - b. The teacher shall have the right to answer the material referred to above in writing, and to have his/her answer attached to the file copy.
  - c. Upon written request by the teacher to the appropriate 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 pre-employment information contained in the file. The teacher shall indicate in writing that he/she has examined his/her file.

- d. Normally no examination of personnel files will be requested during the two (2) weeks immediately preceding the opening of school in September, during the week preceding and the week following the close of the first semester, and during the first two (2) weeks and the last two (2) weeks of the school year.
  - e. No anonymous communication shall be placed in the personnel file of any teacher.
2. The District will comply with all applicable law(s) regarding the obligation of employees to submit requisite clearances and, accordingly, all employees must comply with the District's directives related to the submission of clearances.

## **ARTICLE 41**

### **TEACHER VACANCY LISTS AND TRANSFER PROCEDURES**

1. Teacher vacancies will be posted so that all teachers will be informed of available teaching vacancies. Except as otherwise provided in this procedure, positions shall not be permanently filled or promised for permanent filling until appropriate posting procedures have been followed.
2. A teacher as defined for purposes of transfer shall be any person who is on the schedule as a regular employee whose initial appointment was made from an eligibility list.
3. Requests for transfer must be submitted in accordance with current School District procedure.
4. Human Resources and the Federation will continue to cooperate in the processing, communication, and disposition of transfer applications of experienced teachers and in the coordination of the assignment of displaced teachers.
5. In any years that Site-Based Selection is utilized, the following provisions will apply:
  - a. Any revised 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.
  - b. Any revised Staff Selection Model, whether a pilot or a full-scale implementation, will include the following provisions:
    - (1) Continuation of the existing interview process applying to new teachers.
    - (2) Continuation of the existing interview process applying to new schools and to schools whose status has been completely changed.
    - (3) Placement in a regular teaching position at some schools 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).
    - (4) 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.
    - (5) Continuation of the cooperative interaction and work relationship between the Federation and the Office of Human Resources on teacher placements and on the monitoring of any overall teacher placement/Staff Selection Process.
  - c. The site-based team will include the Federation building representative or his/her designee and at least one (1) elected ITL.
  - d. 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 may opt out of the process and select the most senior applicant without an interview.

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.

6. 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 42 PROMOTIONAL OPPORTUNITIES**

In order that all teachers, pupil services personnel, and other non-supervisory and non-administrative professional employees may be aware of promotional opportunities that exist, certain promotional opportunities will be posted publicly on the District website, prior to being filled or promised for filling.

1. The promotional opportunities to be posted will include all those positions for which teachers, counselors, social workers, instructional teacher leaders, specialist teachers, and all other non-supervisory and non-administrative professional employees are eligible. These promotional opportunities shall include pupil services positions, positions as vice principal, principal, coordinator, supervisory specialist, and other such positions.
2. Normally promotional opportunities shall include the requirements for the position and the necessary qualifications for eligibility.
3. Professional employees eligible for various promotional opportunities will have one (1) week from the time of posting of the available position to make application.
4. Teachers who apply for promotional opportunities will be able to print confirmation of their completed applications.
5. The posting of promotional opportunities is for the purpose of informing teachers and others of available opportunities and does not constitute any offer or guarantee of selection.

## **ARTICLE 43 PROFESSIONAL OPPORTUNITIES**

1. Professional opportunities available to teachers within a given school will be brought to the attention of all eligible teachers at the school. This is intended to include (but not be limited to) various extracurricular and intramural assignments within the school, and faculty manager of athletics, regardless of whether these are paid or time-compensated assignments.
2. Such postings need only be made when the previous teacher who handled the assignment is no longer continuing in that capacity or when a new professional opportunity has been introduced.
3. Appointments to these positions will not be made until at least one (1) week after the initial announcement, so that interested teachers may have an opportunity to apply.
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 and special program opportunities. Assignments to citywide-posted professional opportunities shall continue to be for a one (1) year period.
5. The posting of professional opportunities is for the purpose of informing teachers and others of available opportunities and does not constitute any offer or guarantee of selection.

## **ARTICLE 44**

### **COACHING VACANCIES**

In order to be eligible for selection for a particular coaching position, a teacher must be qualified for the coaching position.

1. Coaching positions, except those that are vacant, will no longer be posted annually. A coach who is satisfactorily filling a coaching position and who wishes to continue to do so will serve in the coaching position the following school year.
2. When there is a vacancy, positions may be posted internally and externally (at the same time) so all qualified candidates have an opportunity to apply. Building Representatives will participate in the interview process. The District shall have the right to select the candidate it deems most qualified from all of the applicants
  - a. When a qualified coach has been hired to fill a coaching position, pursuant to Section 1. above, he/she shall be able to continue in the coaching position in succeeding school years so long as his/her service in the coaching position is satisfactory.
  - b. When a qualified coach has been hired to fill a coaching position, pursuant to Section 2.a. above, he/she shall be able to continue in the coaching position in succeeding school years so long as his/her service in the coaching position is satisfactory. Should such a coach subsequently leave coaching employment or be terminated, that coaching position shall be posted internally and externally as a vacant coaching position.
3. In filling a coaching vacancy, travel time to the school where the coaching position is open shall continue to be a consideration.
4. A coach who is also a teacher and is involuntarily transferred from the school where he or she coaches will be permitted to retain his/her coaching assignment at the original school if his/her schedule need not be altered in order for the assignment to be fulfilled.
5. Selections should be made to avoid having an eligible teacher appointed to more than one (1) coaching position in any season. This provision will not apply if other eligible applicants are not available for a coaching position.
6. The Board continues to have the right to utilize any previously existing additional criteria, if any, that properly apply to the filling of coaching vacancies.

## **ARTICLE 45**

### **ANNUAL SUMMARY STATEMENTS TO TEACHERS**

1. Teachers shall receive annual statements containing at least the following information:
  - a. Employment, including regular employment date, salary level and step, advanced study credit, longevity increment, and applicable salary differentials
  - b. Health insurance
  - c. Dental insurance
  - d. Accidental Death and Dismemberment Insurance
  - e. Sick leave accrual and update month
  - f. Federal tax payroll
  - g. Vacation (if applicable)
  - h. The School District's employer costs for health insurance, dental insurance, sick leave, personal leave, Social Security, retirement, unemployment compensation, and workers compensation
  - i. State and federal contribution costs
  - j. Additional information as may be appropriate

2. These annual statements shall reflect the teacher's status as of the second payroll in January exclusive of supplemental pay (e.g., coaching and extracurricular activities).

## **PART E**

### **TEACHING CONDITIONS**

#### **ARTICLE 46**

##### **ELEMENTARY SCHOOL LENGTH OF DAY AND TEACHING SCHEDULE FOR K-5 AND K-8 SCHOOLS**

1. Length of Day
  - a. The total length of the standard workday for teachers at the elementary school level shall be seven (7) and one-half hours, including the minimum of a forty-five (45) minute duty-free lunch period. The teacher regular workday shall not begin before 7:00 a.m. and will not end later than 4:20 p.m.
    - (1) This seven (7) and one-half hours includes the daily twenty-five (25) minute teacher Essential Staff Educational Practices (ESEP) period and the five (5) minutes between the student day and the teacher ESEP period, whether the teacher ESEP period is in the afternoon or in the morning.
    - (2) This seven (7) and one-half hours also includes the time that teachers are required to be on duty prior to the scheduled starting time for students (when the daily teacher ESEP period is at the end of the school day) or the time that teachers are required to be on duty following the scheduled dismissal time for students (when the daily teacher ESEP period is at the beginning of the school day).
2. Teaching Schedule
  - a. Elementary school teaching schedules and teaching day, preparation periods, and assignment of specialist teachers and other teachers providing relief shall be as follows:
    - (1) Teachers in elementary schools shall normally be scheduled to teach no more than six (6) class periods per day. Exceptions may only occur as provided in Section 2.a.(2) of this Article and shall not occur for arbitrary or capricious reasons.
    - (2) Elementary school teachers shall normally have one (1) preparation period each day except for the special circumstances below:
      - (a) Elementary school specialist teachers, including itinerant specialists, shall also be assigned preparation periods consistent with the provisions of this Article, except when such teachers travel during their preparation periods, in which case the payment provisions for lack of preparation periods of Article 102, Preparation Periods, shall continue to apply.
      - (b) In the case of kindergarten teachers, ESEP period requirements shall continue not to be adjusted in order to provide credit for one (1) preparation period per week. If it is not possible to schedule the fifth of the five (5) daily preparation periods per week for a kindergarten teacher, the teacher shall be reimbursed under the lack of preparation period provisions of Article 102, Preparation Periods, the same as any other teacher.
      - (c) Efforts shall continue to be made to provide all elementary school special education teachers a minimum of five (5) preparation periods each week during the school year, with these preparation periods being provided as much as possible on a one (1) preparation period per day basis.
    - (3) Any elementary school teacher having fewer than five (5) preparation periods per week shall continue to receive salary compensation as provided under Article 102, Preparation Periods. In allotting preparation periods at a particular elementary

school, any teacher who wishes to surrender his/her preparation periods to another teacher in order instead to receive salary compensation under the provisions of Article 102 shall be permitted to do so, but only to the extent of providing preparation periods to another teacher(s) at that school who has fewer than five (5) preparation periods per week.

3. Essential Staff Educational Practices (ESEP)
  - a. All elementary schools shall have a daily ESEP period and shall observe the guidelines pertaining to the ESEP time that are included in the Contract Reference Guide.
  - b. The daily schedule to which an elementary school is assigned is determined by the scheduling of ESEP time and/or the requirements of bus scheduling.
  - c. The ESEP period shall continue to be twenty-five (25) minutes in length.
    - (1) ESEP periods may continue to occur prior to the start of the student day or at the conclusion of the student day.
    - (2) Individual elementary schools may continue to schedule double ESEP periods on one day and eliminate one ESEP period on another day.
4. Any change in start times would be set by July 1 of the school year for which the change will be effective (i.e., changes for the 2022-23 school year would be finalized by July 1, 2022. Any changes in start times would be subject to meet and discuss with the union and would not be made for arbitrary or capricious reasons.
5. Sample teaching day schedules for K-5 and K-8 schools are provided in the Contract Reference Guide.

**ARTICLE 47**  
**MIDDLE SCHOOL LENGTH OF DAY**  
**AND TEACHING SCHEDULE FOR 6-8 SCHOOLS**

1. Length of Day and Workweek
  - a. In the event teacher team planning time is scheduled within the regular student day, the length of the workday shall be seven (7) and one-half hours, including the minimum of a one-half (1/2) hour lunch period. This total length of the workday includes the time that teachers are required to be on duty prior to the scheduled starting time for students and includes the time that teachers are required to continue on duty following the scheduled dismissal time for students. The teacher regular workday shall not begin before 7:00 a.m. and will not end later than 4:20 p.m.
  - b. The total workweek at middle schools shall be thirty-seven (37) hours and thirty (30) minutes, including the minimum of a one-half (1/2) hour duty-free lunch period each day. This provision for length of total workweek, rather than for length of individual workday, applies at any middle school in which three (3) days per week contain a teacher team planning period either at the end or at the beginning of the school day.
    - (1) The middle school schedule may continue to provide team planning time at the end or the beginning of three (3) school days each week in accordance with previously established middle school scheduling standards and practices. However, in such an event the total amount of assigned work time per week shall continue not to exceed five (5) times the amount of assigned work time in the regular middle school workday.
    - (2) This total length of the workweek includes five (5) minutes between the student day and the teacher team planning period on each of the three (3) days per week on which teacher team planning periods are scheduled, whether the teacher team planning periods are in the afternoon or in the morning.
    - (3) When the three (3) teacher team planning periods per week are scheduled at the end of the school day, this total length of the workweek includes the time that

teachers are required to be on duty five (5) days per week prior to the scheduled starting time for students and the time teachers are required to be on duty two (2) days per week following the scheduled dismissal time for students.

- (4) When the three (3) teacher team planning periods per week are scheduled at the beginning of the school day, this total length of the workweek includes the time that teachers are required to be on duty five (5) days per week following the scheduled dismissal time for students and the time that teachers are required to be on duty two (2) days per week prior to the scheduled starting time for students.

## 2. Teaching Schedule

a. Teachers in middle schools shall normally be scheduled as follows:

- (1) Teachers shall normally be scheduled to teach five (5) teaching periods per day plus 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.
- (2) No more than twenty (20) minutes shall be applied to routine homeroom assignment functions.
- (3) A minimum of five (5) teaching periods per week shall be available to each teacher as preparation time. Daily preparation time of one (1) period shall be assigned to all teachers insofar as can be accommodated in the preparation of teacher schedules.

## 3. Exceptional Schedules

a. Exceptions to these normal middle school teaching schedules are for the purpose of completing necessary department or school scheduling needs within individual secondary schools and are subject to full compliance with all applicable further provisions of this Article.

- (1) Exceptional schedules, if any, shall be rotated from year to year among the faculty insofar as is consistent with necessary scheduling considerations and certification requirements.
- (2) Teachers who receive an exceptional schedule shall be relieved of homeroom assignments insofar as this can be accomplished while fulfilling necessary scheduling requirements, unless they request or voluntarily accept a homeroom assignment.
- (3) Secondary teachers having exceptional schedules shall be given the first choice of which period of the day their daily preparation period will be scheduled. This provision shall not necessarily apply in the middle schools.
- (4) Teachers having exceptional schedules shall be relieved of any duty assignments, except possible homeroom coverage or assistance in an emergency situation.

b. No more than two (2) teachers in any single department at a middle school may be assigned a six (6) teaching period schedule. This provision shall apply to all departments, both academic and nonacademic.

- (1) At the middle schools this provision shall apply to all departments, both academic and nonacademic, except that accepted middle school teacher scheduling practices, which may provide one (1), or several, additional teaching periods per week over the standard teaching schedule of twenty-five (25) teaching periods per week, may be continued and shall not affect the limit of two (2) exceptional teaching schedules in a department.
- (2) A middle school teacher having dual certification and who is teaching in both certifications may be credited to the department of either certification.
- (3) The provisions of this Article shall not prevent a teacher from volunteering to

teach six (6) periods, in accordance with this same option as it has been practiced during previous Agreements and subject to the following conditions:

- (a) Teachers who elect to teach six (6) periods may be, but are not required to be, covered by the four (4) exceptional schedule provisions of Section 3.
  - (b) Teachers who volunteer for six (6) teaching period schedules shall be counted toward the limit of two (2) teachers in any single department who may have exceptional schedules, except as provided in Subsections c. and d. immediately following.
  - (c) Where several exceptionally small classes exist in a particular subject at a middle school, or overall underenrollment in a particular department at a middle school creates numerous small classes in that department, the number of teachers who volunteer for six (6) teaching period schedules shall not be required to be counted toward the limit of two (2) teachers in any single department who may have exceptional schedules.
  - (d) Where a particular teacher(s) volunteers to teach six (6) classes in order to distribute a normal five (5) period complement of students into six (6) periods, such teacher(s) shall not be required to be counted toward the limit of two (2) teachers in any single department who may have exceptional schedules.
4. Any change in start times would be set by July 1 of the school year for which the change will be effective (i.e., changes for the 2022-23 school year would be finalized by July 1, 2022). Any changes in start times would be subject to meet and discuss with the union and would not be made for arbitrary or capricious reasons.
  5. Sample teaching day schedules for 6-8 Schools are provided in the Contract Reference Guide.

## **ARTICLE 48**

### **HIGH SCHOOL LENGTH OF DAY AND TEACHING SCHEDULES FOR 6-12, 9-12 SCHOOLS**

1. Length of Day
  - a. During the school weeks from mid-September through mid-May, there will be four (4) teacher days of seven (7) and one-half hours and one (1) teacher day (Wednesday) of eight (8) hours.
    - (1) The high school teacher regular workday shall not begin before 7:00 a.m. and will not end later than 4:20 p.m. (or the equivalent), or be the equivalent length where a different shift is involved for a teacher(s) at a school. On the Wednesdays when Teacher Interaction and Planning Time (TIP time) is held the teacher workday shall conclude at 3:25 p.m. or the equivalent. Any change in start times would be set by July 1 of the school year for which the change will be effective (i.e., changes for the 2022-23 school year would be finalized by July 1, 2022).
    - (2) The above length of workday provisions include a minimum of a one-half (1/2) hour lunch period.
    - (3) The above length of workday provisions include the time that teachers are required to be on duty prior to the scheduled starting time for students and include the time that teachers are required to continue on duty following the scheduled dismissal time for students.
  - b. The starting time at the high schools for students shall be able to be adjusted by the District in order to promote better student attendance, to provide safer travel for students, and to enhance the overall educational opportunities and outcomes for students. Any changes in start times would be subject to meet and discuss with the union and would not be made for arbitrary or capricious reasons.

- (1) Any such starting time adjustment for students would similarly alter the high school starting time for teachers and other personnel as well.
- (2) Any high school starting time change may necessitate some adjustment in starting times at the middle school and elementary school levels as well, at least for students but minimally or not at all for teachers.
- (3) None of the above shall constitute any revision in the overall length of the workday for teachers or other personnel.

## 2. Teaching Schedules

- a. 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 3. of this Article and subject to all applicable further provisions of this Article.
  - (1) 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 one (1) professional period to be used for purposes such as tutoring, professional development, or Advanced Placement preparation.
  - (2) Career and technical education teachers who teach two (2) career and technical education classes daily, each three (3) periods in length, may continue to be assigned six (6) teaching period schedules, but shall be covered by all other applicable provisions of this Article.

## 3. Exceptional Schedules

- a. Every effort shall continue to be made in scheduling teachers at a secondary school to provide all teachers, without exception, the standard five (5) teaching period schedule.
- b. Exceptions to these normal secondary school teaching schedules are for the purpose of completing necessary department or school scheduling needs within individual secondary schools and are subject to full compliance with all applicable further provisions of this Article.
  - (1) Exceptional schedules, if any, shall be rotated from year to year among the faculty insofar as is consistent with necessary scheduling considerations and certification requirements.
  - (2) Teachers who receive an exceptional schedule shall be relieved of homeroom assignments insofar as this can be accomplished while fulfilling necessary scheduling requirements, unless they request or voluntarily accept a homeroom assignment.
  - (3) Teachers having exceptional schedules shall be given the first choice of which period of the day their daily preparation period will be scheduled.
  - (4) Teachers having exceptional schedules shall be relieved of any duty assignments, except possible homeroom coverage or assistance in an emergency situation.
  - (5) Normal teaching schedules without homeroom assignments, if there are any at a school, shall be rotated among the faculty from year to year, insofar as can be accomplished while fulfilling necessary school scheduling requirements.
- c. No more than two (2) teachers in any single department at a secondary school may be assigned a six (6) teaching period schedule, except for the career and technical education teachers referred to in Section 2.a.(2) who teach two (2) three-period career and technical education classes per day. This provision shall apply to all departments, both academic and nonacademic.
  - (1) A secondary school teacher having dual certification and who is teaching in both certifications may be credited to the department of either certification.
- d. The provisions of this Article shall not prevent a teacher from volunteering to teach six (6) periods, in accordance with this same option as it has been practiced during previous Agreements and subject to the following conditions:

- (1) Teachers who elect to teach six (6) periods may be, but are not required to be, covered by the five (5) exceptional schedule provisions of Section 3.b. of this article.
  - (2) Teachers who volunteer for six (6) teaching period schedules shall be counted toward the limit of two (2) teachers in any single department who may have exceptional schedules, except as provided in Subsections (3) and (4) immediately following.
  - (3) Where several exceptionally small classes exist in a particular subject at a secondary school, or overall underenrollment in a particular department at a secondary school creates numerous small classes in that department, the number of teachers who volunteer for six (6) teaching period schedules shall not be required to be counted toward the limit of two (2) teachers in any single department who may have exceptional schedules.
  - (4) Where a particular teacher(s) volunteers to teach six (6) classes in order to distribute a normal five (5) period complement of students into six (6) periods, such teacher(s) shall not be required to be counted toward the limit of two (2) teachers in any single department who may have exceptional schedules.
- e. Academic laboratory periods shall continue to count as teaching periods, but should such lab periods bring a total teaching schedule to twenty-six (26), twenty-seven (27), or twenty-eight (28) teaching periods per week that schedule shall be considered a standard five (5) teaching period schedule. This special provision applies only to teachers of the various sciences and only at the high school level. Teachers with such schedules shall not be covered by provisions of Section 3. of this Article.
- (1) Science teaching schedules which include twenty-nine (29) teaching periods per week or thirty (30) teaching periods per week shall be considered exceptional teaching schedules, as provided for under Section 3., Subsections c. and d., of this Article. Teachers having such teaching schedules shall be covered by the provisions and other provisions of Section 3. of this Article.
  - (2) Science teachers having twenty-nine (29) teaching periods per week shall be entitled to pay for one (1) lack of preparation period reimbursement each week as a result of such a teaching assignment, shall have one (1) additional preparation period per week [i.e., six (6) preparation periods per week], and shall have no duty period assignment.
  - (3) Science teachers having thirty (30) teaching periods per week shall be entitled to pay for two (2) lack of preparation period reimbursements each week as a result of such a teaching assignment.
  - (4) Science teachers having twenty-six (26), twenty-seven (27), or twenty-eight (28) teaching periods per week may continue to receive additional preparation periods per week beyond the normal five (5) preparation periods per week, in accordance with already established practices at the high schools.
- f. Teaching schedules for Instructional Teacher Leaders shall be considered five (5) teaching period schedules for all purposes under this Article.
4. Sample teaching day schedules for 6-12 and 9-12 schools are provided in the Contract Reference Guide.

## **ARTICLE 49**

### **PITTSBURGH SCIENCE AND TECHNOLOGY SCHOOL TEACHERS**

1. Teachers and other professional employees at the Science and Technology School will work an eight (8) hour day and receive the prevailing eight (8) hour day differential.
2. The Science and Technology School, which opened for the 2009-2010 school year, was a new school for the purpose of applying the contract language related to building seniority.

3. Schedule

- a. The Science and Technology School will operate on a five (5) period block schedule. This schedule includes four (4) 80 minute academic periods and a 100 minute support, enrichment and activity offering during 3rd period. Teachers will have a thirty minute duty-free lunch during the third (3rd) period.
- b. Science and STEM concentration instructors will teach two (2) periods and have two (2) periods of duty-free planning due to the nature of the courses they are instructing and the responsibilities they have related to the overall program of the Science and Technology School. However, the two (2) ninth grade science teachers, who team teach shall teach three (3) of four (4) periods and have one (1) duty-free planning period.
- c. Teachers other than Science and STEM concentration instructors shall teach three of four periods and shall have one (1) period of duty-free planning.
- d. Period three (3) shall be a school-wide activity period which includes two (2) 30 minute lunch shifts and two (2) 65 minute activity periods. Teachers will support student enrichment activities for three of the four quarters of the school year and the fourth quarter, on a rotating basis, shall be solely for professional development via the Professionalism and Education Partnership (PEP), and shall have no student contact requirements.
- e. Every other Wednesday an alternative daily schedule will be utilized. It shall include a 100 minute Science Forum which teachers are required to attend. The Forum shall be followed by student dismissal and then a 45 minute all staff professional development session.

4. Science and Technology Instructional Leaders

The existing select teacher differential shall be utilized to compensate teachers selected for this role. No additional release time, beyond that set forth in Section 3.b. and c. above, shall be provided.

ITLs at the school shall be allocated as follows:

(4) - Concentration Leaders (High School)

(1) - Math

(1) - English

(1) - Humanities and the Related Arts

- 5. In the summer immediately preceding a teacher's first full year at the Science and Technology School, attendance at an orientation shall be required. The orientation will be scheduled between July 1 and the first teacher workday of the upcoming school year. Teachers shall be paid at the prevailing workshop rate for this orientation.
- 6. Each year all staff may be required to attend up to five (5) school-wide professional development days to be scheduled immediately prior to the first workday of the school year. These days shall be paid at the prevailing workshop rate.
- 7. Any paraprofessional or technical-clerical employees at the Science and Technology School shall receive an eight (8) hour workday differential of \$1,000.00.
- 8. For seniority related provisions regarding Pittsburgh Science and Technology School, see Article 35, Unique Seniority Related Provisions Applicable to Select Schools.

## ARTICLE 50

### TEACHER INTERACTION AND PLANNING (TIP) TIME

- 1. Beginning with the third week of September and continuing through the third week of May, the Teacher Interaction and Planning (TIP) time at high schools will run each Wednesday for the length of time set forth in Article 48, High School Length of Day and Teaching Schedules for 6-12, 9-12 Schools. TIP time will be planned and/or conducted by the Instructional Cabinet/Instructional Teacher Leaders. It will be a period during which Instructional Teacher

Leaders and teachers will meet within their departments or across departments:

- a. To plan and coordinate instruction, to discuss instructional matters and problems, and to reach instructional decisions.
  - b. To consider ways to schedule classes in a more effective manner, to provide planning time through altered scheduling approaches, to use duty periods for professional purposes, and related matters.
  - c. To analyze student data, to differentiate instruction, to discuss problems affecting individual students, to plan large group instruction, to plan ways to work with individual students and with smaller groups of students, to deal with interdepartmental matters, and related matters.
  - d. To address other educational and instructional issues.
2. The TIP time period will not be convened under the following circumstances:
- a. On any Wednesday which precedes a Thursday school holiday, nor on the Wednesday before Thanksgiving, nor on any Wednesday which is the final school/workday preceding the start of a vacation period.
  - b. During any week in which Wednesday is a school holiday nor on any Wednesday when there is an early dismissal due to bad weather.
  - c. On a Wednesday which is a noninstructional day for teachers or on a Wednesday which is an in-service day for teachers.
  - d. On a Wednesday which is an open house day.
3. The principal and other members of the Instructional Cabinet at each school will coordinate these meetings. The Instructional Teacher Leaders will establish a written agenda for each meeting. The meetings will be conducted by the Instructional Teacher Leaders. There will be no interference or setting of agenda topics by the central administration.
4. The agenda and minutes or records of decisions made during TIP time meetings will be kept by each department.
5. When TIP time is not in operation, the regular daily schedule will be followed, but without the TIP time.

## **ARTICLE 51**

### **INTERNAL SCHOOL RESTRUCTURING AND TOTAL SCHOOL RESTRUCTURING**

1. The agreed-to schedules for elementary schools, middle schools, and high schools may be replaced at a school which develops internally, through an interactive process involving the Instructional Cabinet, the principal, and the teachers, a restructured school schedule.
2. Completely restructured schools may vary entirely from the agreed-to schedule, as determined by the teachers/principals/teams.
3. The following guidelines, developed through the Professionalism and Education Partnership (PEP) process, apply to school level restructuring:
  - a. Restructuring at the school level by a faculty must be a product of shared decision making. Shared decision making includes the understanding that there be full discussion by the faculty.
  - b. Achieving complete consensus to restructure is most desirable but not always attainable. The PEP Steering Committee has determined that a 60% approval level in a vote by the teachers and other personnel who are in the professional bargaining unit in the school is necessary for any restructuring to go forward or for a waiver to be put into effect. The vote to restructure shall be by secret ballot and shall be conducted at a faculty meeting.
  - c. In the process of restructuring, a faculty may need to secure a waiver from some provision(s) of the collective bargaining agreement, from a Board policy, from a

system-wide established practice, or from some provision(s) of the Pennsylvania School Code. The PEP Steering Committee shall be advised of such a need through a letter to the Co-Chairs of the PEP Steering Committee. The PEP Steering Committee will assist the faculty should any follow up or processing be necessary to acquire the waiver.

- d. The role of the principal is crucial in any restructuring effort. The principal's responsibility is to coordinate the above activities and to work in conjunction with the school's Instructional Cabinet.
  - e. If restructuring is to succeed, it is essential that all faculty members cooperate in any effort to change or to improve a school. A teacher who votes not to approve a restructuring proposal retains the professional responsibility to attempt to make the restructuring effort succeed once it has been authorized in accordance with Subsection 3. b. above.
4. a. The 60% approval vote referenced in Section 3. b. above does not apply to:
- (1) Standards-based approach for teaching and assessment.
  - (2) Introduction, utilization, and expansion of technology.
  - (3) School District initiatives such as curriculum and assessments and literacy programs.
  - (4) Returning to a regular seven-period schedule in a high school which had previously adopted an eight (8) period or a nine (9) period day or which had previously adopted a block schedule.
  - (5) Six (6) day rotations at a school.
- b. The 60% approval vote referenced in Section 3. b. above does apply to:
- (1) Major changes in a high school's number of class periods, such as an eight (8) period day or a nine (9) period day.
  - (2) Full-scale school-based changes in curriculum and instruction, such as comprehensive school reform designs.
  - (3) Block scheduling, except if block schedules were to be implemented on a school-system-wide basis.
5. If it is necessary in a high school, which had previously adopted an eight (8) period or a nine (9) period day or which had previously adopted a block schedule, to return in some subsequent school year to the former contractual number of periods and contractual length of workday, for example, due to economic considerations or due to the insufficient educational success of the restructured school schedule, such a reversion may be made without a Section 3. b. vote by the faculty.
6. The PEP Steering Committee will utilize its consensus procedure to provide further clarification as to when and where a vote is applicable at high schools, middle schools, and elementary schools. The consensus, when reached, will become the contractual basis for determining when a faculty vote shall apply and when a faculty vote shall not apply.
7. In all situations where the vote process does not apply, the parties agree that a consensus should be developed at a school about whether and how to deal with a matter that is up for consideration.
8. If it should prove necessary, an outside intervention and appeals vehicle will be developed by the parties, in order to assure that this Article is fully implemented and workable. This also will be done through the PEP Steering Committee and the PEP process.

## **ARTICLE 52**

### **TEACHER SCHEDULING**

**Article 52 language can be found in Appendix B on page 140**

## **ARTICLE 53**

### **DURATION OF SCHOOL YEAR**

1. The number of days in each school year falling wholly or partially within the term of this Agreement in the elementary schools, middle schools, and senior high schools is as follows:
  - 182 instructional student days
  - 5 noninstructional organizational-clerical days
  - 4 noninstructional in-service days
  - + 1 noninstructional open house/parent conference day
  - 192 days total work year for teachers.
2. All student days will be full student days, except where an early dismissal, delayed arrival time, or school emergency may occur, and except as provided in Section 11. below.
3. This calendar provides for two (2) snow days. In any school year when more than two (2) snow days are used and the calendar falls below one hundred eighty (180) student days, the first priority for rescheduling a necessary student day(s) will be to move back the schedule at the close of the school year, unless the final student day of the school year is already a Friday or becomes a Friday after one or more lost student day(s) is rescheduled and there is still an additional student day(s) to be rescheduled. In that event, the necessary student day(s) would be rescheduled during the spring vacation. See Article 54, Delays and School Cancellations Due to Snow and Other Emergencies for other provisions related to snowdays.
4. There will be two (2) noninstructional organizational-clerical teacher workdays at the start of each school year.
  - a. The two (2) organizational-clerical days will be used at the school by teachers, the principal, and other school staff for the following purposes in preparing for the start of the school year for students:
    - (1) Organizing the school
    - (2) Teacher planning and preparation
    - (3) Faculty meeting(s); Instructional Cabinet meetings; planning meetings among teachers

- (4) Meetings with individual students and parents
  - (5) Readying of classrooms, bulletin boards, etc.
  - (6) Completion of student schedules and class rosters
  - (7) Other related school start-up and school organization responsibilities
- b. A pre-school-year system-wide or area meeting, including a central meeting for all teachers/professionals, shall be a District option during the opening teacher workdays.
  - c. A committee of teachers and the principal at each school will meet to assess the viability of one of the opening organizational-clerical days being put on a different time schedule, including a late afternoon or early evening time schedule, in order either to facilitate meetings at the school of individual students and their parents with teachers and other professional staff or to establish an open house day before the first student day.
5. There will be one (1) open house/parent conference day at all three (3) school levels.
  6. There will be one (1) full in-service day between the two (2) semesters at all three (3) school levels. This day would normally be contiguous with the organizational-clerical day between semesters.
  7. There will be one (1) noninstructional organizational-clerical day at the close of the first semester at all three (3) school levels. That day could be scheduled earlier than the final day of the semester in the elementary and middle schools, in order to coordinate this organizational-clerical day at those two (2) school levels with the closing of grades.
  8. The two non-student days at mid-semester may be changed from one professional development day and one clerical day to two non-student days divided as .5 professional development in the morning and .5 clerical in the afternoon.
  9. There will continue to be two (2) noninstructional organizational-clerical days on the final two (2) days of the school year for teachers.
  10. An additional nonworkday(s) may be scheduled in the school calendar, probably in March or April, in order to provide an additional day(s) for snow or emergency day makeup.
  11. The schedule for high school seniors near the close of the school year may continue to be adjusted to meet student and graduation needs.
  12. In any school year when a nonschool day can be scheduled prior to the close of the first report period in order to provide time for teachers to complete their clerical work and prepare grades for their students, this will be done. The setting of this day will be coordinated with the close of the grading period. Preference will be given to scheduling this day on a Friday or a Monday. Provision of this day will depend on how it affects the date for the close of the school year and how it impacts the close of the first semester and the start of the second semester.
  13. All noninstructional organizational-clerical days shall continue to be utilized for the clerical, record keeping, and school organization duties of teachers. All teachers shall continue to be responsible for such duties.
  14. All noninstructional days will continue to be seven (7) hours in length, including one (1) hour for lunch. Starting and ending times will be determined by the faculty at each school, except in the case of the five (5) full in-service days. The five (5) full in-service days will run from 8:00 a.m. to 3:00 p.m., but could be moved up or moved back by no more than one-half (½) hour.
  15. The parties agree to have teachers and Instructional Teacher Leaders (ITLs) help plan and conduct some of the in-service programs that will be offered.
  16. The parties agree to continue to work together and cooperate in the following areas:
    - a. On providing time for continuing professional development, staff development, and in-service in general.
    - b. On School District-provided staff development and in-service and on PFT-provided Educational Research and Dissemination (ER&D) training.
    - c. On orientation and induction programs for new teachers.

- d. On requirement to participate in computer training, including for grading and for roll books.
  - e. On ITL program and ITL training/internal certification.
17. All previously observed school vacation days will continue to be part of the annual school calendar. Special provisions applying to the school calendar, work year, and daily rate of pay compilation are as follows:
- a. The Thanksgiving school vacation period will be Thursday and Friday.
  - b. The winter vacation for students and teachers will continue to start at least by December 24 and will run at least through January 1.
  - c. The spring vacation for students and teachers shall consist of the entire week before Easter and shall continue in future years, if feasible.
  - d. The Memorial Day weekend will be a three (3) day weekend, with no school on Monday, except in a school year when no snow days or system-wide emergency days are used. In such a school year, the Friday preceding the Memorial Day weekend shall be rescheduled as a nonschool day for students and a nonworkday for teachers at all school levels.
  - e. The base work year for teachers will continue to be one hundred ninety-two (192) days.
  - f. Computation of the daily rate of pay for a teacher shall be determined by using a divisor of one hundred ninety-two (192), when deciding the value of a day on which a teacher is absent and does not receive salary and for any other previously established application(s) of this divisor.

## **ARTICLE 54**

### **DELAYS AND SCHOOL CANCELLATIONS DUE TO SNOW AND OTHER EMERGENCIES**

1. Teachers shall report to work at their regular starting time in the event of a delayed starting time for students. On a day when there is a delayed start for students, should a teacher have difficulty arriving at work on time due to inclement weather, the teacher would not be considered tardy if the teacher arrives up to 30 minutes after his/her normal start time. It is understood that it is the responsibility of the teacher to make up all time missed due to a late arrival.
2. In the event that a school day closure is determined late, and the District confirms the notice of the closure to be a late notification, teachers who report to work are to return home for the day. Such teachers who have signed in on such a day, however, will be permitted to have a two (2) hour early dismissal the last teacher clerical day of the school year.
3. Snow and other emergency days normally shall be made up only where the number of student days fall below one hundred eighty (180) days.
4. The first two snow or other emergency days are approved absence days for ten and eleven month teachers and, as such, there will be no recording of sick time or loss of pay.
5. Any teacher who is on a paid leave of absence due to illness that includes the day before and the day after the snow day will have a sick day deducted in order to be paid for the day.
  - a. Any teacher who, while on a paid leave of absence, is charged a sick day pursuant to this Section 5. and who returns from such leave so that the teacher works on a rescheduled day, for which the teacher had a sick day deducted while on leave, shall have the associated sick day restored to his/her allocation of sick days.
6. Should a teacher return from an unpaid leave of absence and be required to work on a rescheduled snow or emergency day which occurred while the teacher was on the unpaid leave, the parties shall review the circumstances and determine whether any rectification is necessary.
7. Twelve-month PFT-represented professionals shall follow the guidelines applicable to twelve-

month calendar year employees employed by the District.

**ARTICLE 55**  
**SCHOOL OPEN HOUSE/PARENT CONFERENCE DAY**

1. The starting and ending times for the open house/parent conference day will continue to be determined by the faculty at each school. This day may start in the afternoon and conclude in the evening.
2. Itinerant teachers shall be scheduled annually on the same basis as regular teachers. This shall not preclude the scheduling of attendance at one or more open houses provided that the itinerant teacher is not required to exceed the length of the open house workday.
3. Teachers are required to attend open house/parent conferences unless excused by their principal.

**ARTICLE 56**  
**PERMANENT RECORD CARDS**

Midyear grades (second quarterly report period grades) may be required to be recorded by homeroom teachers on the permanent record cards of all senior high school students. In addition, all homeroom teachers shall be required to record grades on permanent record cards for mini-courses or other courses and programs which students may complete at times other than the close of the school year in June. Teachers shall not be required to record quarterly report period grades on permanent record cards of middle and elementary school students.

**ARTICLE 57**  
**MONITORING PAPERWORK**

1. The parties mutually recognize the cooperative and productive efforts made by both the School District and the Federation Paperwork Committees in their continuing meetings and deliberations.
2. Both parties acknowledge that the control and monitoring of the paperwork load for teachers is an ongoing priority, that unnecessary paperwork shall continue to be avoided, and that the matter of excessive paperwork shall continue to be dealt with jointly by the parties.
3. Selected members of the PFT Grassroots Committee on Special Education shall be included on all PSE committees dealing with the creation or revision of state mandated forms, be they in electronic or in written form.

**ARTICLE 58**  
**CLASSROOM INTERRUPTIONS**

Classroom interruptions shall be permitted only in the case of an emergency, or when no other reasonable alternative is possible.

**ARTICLE 59**  
**INSTRUCTIONAL CABINETS**

1. The Instructional Cabinets will continue to operate at each school in accordance with the guidelines developed by the Professionalism and Education Partnership Subcommittee. These guidelines can be found in the Contract Reference Guide.
2. National Board of Professional Teaching Standards (NBPTS) certified teachers will automatically be members of the Instructional Cabinet at their assigned school.

**ARTICLE 60**  
**GENERAL FACULTY MEETINGS**

1. No more than an average of one (1) general faculty meeting per school month shall be scheduled or held at any school, except in the case of urgent school business.
2. General faculty meetings shall be announced at least two (2) school days in advance of the actual date of the meeting, except in the case of urgent school business.
3. A tentative agenda shall be provided to teachers at all general faculty meetings, except in the case of urgent school business.
4. Teachers are required to attend general faculty meetings unless excused by their principal.

**ARTICLE 61**  
**STAFF FACILITIES**

1. Faculty Parking
  - a. The Board shall endeavor to provide and maintain adequate and secure faculty parking facilities at all present schools, as well as expand parking accommodations where such facilities are inadequate. Provision of new or additional parking facilities at present schools shall be subject to the availability of funds and space.
  - b. Adequate and secure faculty parking facilities shall be provided at all future schools.
  - c. The understandings reached pertaining to parking for Pittsburgh High School for Creative and Performing Arts (CAPA) faculty and staff shall continue in effect.

2. Faculty Lounges and Work Facilities

In the interest of providing each school with adequate teacher workrooms, clean and attractive faculty lounges, and adequate teacher lavatories, the Federation, through its building representative(s) and/or a school building committee, will furnish to the Unit of Facilities of the Pittsburgh Board of Public Education, with a copy to the school principal, any requests for corrections and/or improvements in such facilities. Facilities will furnish a written answer to these requests within ninety (90) days of receipt of same, indicating what correction and/or improvements will be undertaken, and the date when commencement of the work involved may be expected.

3. Faculty Lunchrooms

- a. Appropriate lunchroom facilities for teachers and other staff, separate from those provided for students, shall be installed at all future schools.
- b. Separate lunchroom facilities for teachers, as set forth in Section 3.a. of this Article, shall be provided and maintained at all present schools, subject to the availability of funds and space.

4. Faculty Mailboxes

- a. Each regular teacher, counselor, school social worker, school nurse, or other professional staff member shall have a single individual mailbox or mail slot at his/her assigned school(s) or other assigned work location(s).
- b. Such mailboxes or mail slots shall be suitably marked with the individual's name.

5. Telephone Facilities

Telephone extension facilities assuring a degree of privacy shall be installed for use by teachers in making or receiving phone calls concerned with school business, to the extent that space is available.

# **PART F**

## **SPECIAL PROFESSIONAL CATEGORIES**

### **ARTICLE 62**

#### **CERTIFIED SCHOOL COUNSELORS AND CERTIFIED SOCIAL WORKERS**

1. Student Services staff shall be assigned according to needs (ie. poverty, mobility, and proportion of English Language Learners as well as students who are homeless) at schools having higher than normal concentrations of students with social, personal, attendance, and educational needs.
2. An approximate balance will be maintained between certified school counselors and certified social workers when filling positions. This provision will not apply in layoff/recall situations and in return-to-job-category situations, where only system seniority or job category seniority, whichever applies, will be the governing factor.
3. Workloads of Student Services staff shall continue to be reasonably balanced.
4. When a Student Services staff member is assigned, or reassigned, to more than one (1) school, efforts shall be made to make the placement on a geographical basis. The provisions of this Section are subject to the limitations of existing line configurations, i.e., elementary, middle, or secondary high school lines.
5. Certified social workers and certified school counselors, if available, shall be provided as substitutes for social workers and counselors who are ill or otherwise absent in situations involving long term absences.
6. Student Services staff shall continue to be provided a desk and telephone at the secondary schools to which they are assigned. Efforts shall be made to provide those assigned to elementary schools a desk and telephone at each elementary school to which they are assigned. An office shall be provided to Student Services staff at their assigned school(s) insofar as office space is available.
7. Student Services staff may apply for paid released time to attend conferences and workshops in accordance with the provision of Article 38, Professional Leave.
8. Student Services staff shall be compensated at the prevailing evening school hourly rate for time spent attending court in the evening or during summer vacation. Evening shall be defined as any time beginning one (1) hour after the close of the employee's regular workday.
9. Student Services staff shall be informed by the Office of Human Resources of their school(s) assignment(s) for the following school year, either by the final day of the regular school year or during the summer but in any event at least two (2) weeks prior to the first noninstructional day of the following school year. Reassignments or transfers shall not be made for arbitrary or capricious reasons.
10. Where two (2) or more certified school counselors make up the guidance staff at a school, such counselors may continue to be assigned different shifts in accordance with the staffing requirements for counseling at said school.

### **ARTICLE 63**

#### **SELECTION, QUALIFICATIONS AND COMPENSATION OF STUDENT SERVICES CHAIRPERSONS**

1. The salary differential for the position of student services chairperson shall be \$1,000 annually (\$100 per month).
2. The process for selection of student services chairpersons is as follows:

- a. Student services staff, together with the principal, shall meet and try to achieve a consensus on the full-time student services professional who should be the student services chairperson for that school.
  - b. Should the student services staff and the principal be unable to achieve consensus, determination shall go to a third party panel made up of five persons.
  - c. The five-person panel will make the selection of a student services chairperson after reviewing the situation and interviewing the principal and the entire student services staff at the school. Membership on the panel is as follows:
    - (1) Central office administration representative (Office of Student Services) – 1
    - (2) Human Resources representative – 1
    - (3) Principal from that level, but not from that school – 1
    - (4) Federation representatives – 2
  - d. Selection of student services chairpersons shall occur as described above every three years during the month of June. This consensus process will also be used to fill any new or vacant student services chairperson position for any interim period.
3. The qualifications and selection criteria for student services chairpersons are as follow:
- a. The demonstrable leadership skills of the student services chairperson shall include the ability to:
    - (1) Orient and train student services staff.
    - (2) Work constructively with the principal.
    - (3) Work constructively with student services staff and teachers for shared decision making.
    - (4) Effectively apply skills developed through training activities.
    - (5) Demonstrate effective interpersonal skills with individuals and groups.
    - (6) Provide responsible leadership.
  - b. The professional attributes of the student services chairperson include:
    - (1) At least three (3) years at the level (i.e., middle or secondary) for which the position is being sought.
    - (2) At least three (3) years as a student services professional in the Pittsburgh Public Schools.
    - (3) At least one (1) year in the building for which the chairperson position is being sought.
    - (4) Thorough knowledge of student services functions.
    - (5) Appropriate certification as either a counselor or a social worker.
    - (6) Involvement in professional organizations and activities.

## **ARTICLE 64**

### **SCHOOL NURSES**

1. The established “students to nurse” ratio (1500:1) for assignment of a school nurse(s) at a school(s) shall be continued.
2. Schools having heavy health room needs and utilization by students (both secondary and elementary schools) should continue to have additional nursing service assigned as available.
3. School nurses shall be assigned only professional and health-related duties in the school(s) to which they are assigned, except in emergencies involving health or safety.
4. School nurses shall be informed of their school(s) assignment(s) for the following school year

either by the final day of the regular school year or during the summer. School nurses shall continue not to be reassigned or transferred for arbitrary or capricious reasons.

5. The Board will continue to reimburse school nurses assigned to service a cluster of schools for transportation costs incurred when traveling from one assignment to another.
6. a. The seniority ranking of school nurses shall continue to be compiled on a basis that combines school nurses who have achieved their certification as school nurse practitioners with those who have not.  
b. In applying the provisions of Article 34, System-Wide Seniority and Layoff-Recall Provisions, Section 1., Subsection a., certified school nurses currently employed by the Board shall be given system seniority credit back to their first date of hire into any new or otherwise vacant position on a full-time basis as a certificated school nurse. System seniority credit shall not be extended for such initial employment time, if it was spent substituting for another nurse who was on leave. This provision shall not apply to salary schedule credit, previous salary, or any other terms or conditions of employment except system seniority under Article 34, Section 1., Subsection a.
7. Efforts will be made to provide a telephone for each nurse office or school health room that nurses utilize in any school to which they are assigned.
8. School nurses shall continue to be provided an uninterrupted lunch period, except in emergencies involving health or safety.
9. Increment credit, with a requirement that there be fifteen (15) hours per credit (the same as for teachers), shall be provided to school nurses and to dental hygienists for after school, evening or weekend attendance at Board-approved one-day and half-day seminars and workshops relating to their professional duties.
10. School nurses shall be eligible for paid-released time to attend conferences and workshops in accordance with the provisions of Article 38, Professional Leave.
11. Nurse Practitioners: Nurses who hold and maintain Certified Registered Nurse Practitioner's licensure shall receive an annual stipend of \$2,500 paid pro rata for performance of duties that require that license.

## **ARTICLE 65**

### **PHYSICAL THERAPISTS AND OCCUPATIONAL THERAPISTS**

Physical therapists and occupational therapists shall be on the Service Providers salary schedule, 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. The provisions and terms of this Agreement shall be applicable to physical therapists and occupational therapists.

## **ARTICLE 66**

### **DENTAL HYGIENISTS**

Dental hygienists shall be on the same salary schedule as school nurses, 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 school nurses shall also cover dental hygienists.

## **ARTICLE 67**

### **SCHOOL PSYCHOLOGISTS**

1. When summer work is offered to psychologists, this work may be scheduled by the Board as needed in accordance with the open scheduling practice utilized by the Board. In the event that this open scheduling practice is insufficient to meet the requirements for full coverage of summer psychological services, or if this open scheduling practice must be revised by the

Board in order to meet the requirements for full coverage of summer psychological services, then the following scheduling criteria shall be applied:

- a. Unless a psychologist(s) elect(s) otherwise and the Board concurs, summer work shall be scheduled on a consecutive basis.
  - b. The salary for summer work shall continue to be paid pro rata, based on the applicable regular school year salary for psychologists.
2. The administrators and teachers will cooperate to provide the utmost possible privacy for the psychological report of each child within each school. This practice will have the effect of providing the maximum assurance of the confidentiality of such reports.
  3. Each school principal shall provide such conditions and facilities to the psychologist as will insure the utmost possible privacy to the child being evaluated.
  4. Should psychologists participate in evening due process hearings and/or in off-duty-time summer hearings, they shall receive compensatory time off, with a minimum credit of one (1) hour for each such hearing.
  5. Psychologists shall be granted paid-released time to attend conferences and workshops in accordance with the provisions of Article 38, Professional Leave.

## **ARTICLE 68**

### **INSTRUCTIONAL TEACHER LEADER PROGRAM/ INSTRUCTIONAL TEACHER LEADERS**

1. The Instructional Teacher Leadership (ITL) program will emphasize at least the following four (4) outcomes:
  - a. Contribute to evaluation of professional staff and facilitate effective teaching strategies.
  - b. Improve student achievement and close the racial achievement gap.
  - c. Contribute to student scheduling, to grouping and regrouping of students, and to internal school restructuring.
  - d. Coordinate and enhance teacher interaction and teacher meeting time; direct this time to maintenance and improvement of overall instruction and to meeting individual and collective student needs.
2. Incumbent ITLs shall continue in their positions and perform various ITL functions, as assigned by their principal, except that they shall continue not to have supervisory or rating functions. They shall continue to receive the select teacher differentials applicable to the number of years in which they have served as ITLs, or in other select teacher positions. The provisions of this Section are subject to the application of the ITL selection process.
3. Teachers appointed to vacancies, or already serving, in the position of ITL will be paid the appropriate select teacher salary differential, in accordance with the terms of Article 71, Salary Differential Provisions for Instructional Teacher Leaders and other Select Teacher Positions.
4.
  - a. Efforts will be continued to provide ITLs with one (1) week of work each summer for the purpose of interaction, planning, and/or review activities. ITLs will receive full summer school seniority credit for any summer during which they work one (1) week as ITLs and do not teach summer school also during that summer.
  - b. The parties may agree to the assurance of a minimum of one (1) week of summer ITL work each summer as part of the total ITL structure and compensation and in lieu of summer school teaching. This latter provision, if implemented, may not apply to ITLs at all school levels or may only apply to specific categories of ITLs.
  - c. High school ITLs, if they meet during the summer for three (3) or more days, will be paid pro rata if they are, because of the summer ITL work, unavailable for summer school teaching. High school ITLs will be paid at the workshop rate if they are available

for summer school teaching. Meetings during the summer of less than three (3) days will be optional, will be paid at workshop rate, and will not conflict with summer school.

5. The provisions for the selection and employment of Chairpersons at the Pittsburgh School for the Creative and Performing Arts (CAPA) that have been agreed upon by the District and the Federation can be found in the Contract Reference Guide.

## **ARTICLE 69**

### **INSTRUCTIONAL TEACHER LEADER SCHEDULES AND RELEASE TIME**

1. a. High school Instructional Teacher Leaders (ITLs) will work the eight (8) hour extended day and receive the extended day differential except that those ITLs having smaller configurations of teachers may not be assigned to the eight (8) hour schedule.
    - (1) Smaller configurations shall mean five (5) or fewer teachers, including the ITL. Such ITLs, if any, shall be placed on the second teaching/work shift, unless they choose placement on the first teaching/work shift.
  - b. High school ITLs will have the following teaching schedules:
    - (1) ITLs with eight (8) or more teachers in their department, including themselves, will teach four (4) classes.
    - (2) ITLs with seven (7) or less teachers in their department, including themselves, will teach five (5) classes.
  - c. High school ITLs will have:
    - 1 – regular length homeroom
    - 1 – regular length preparation period
    - 1 – regular length lunch period
    - 1 – regular length professional period, andthe applicable number of regular length ITL periods. ITLs will continue to have an ITL period rather than a duty period.
  - d. High school ITLs will be responsible for internal school restructuring activities and implementation, for observations and conferences, for working with teachers experiencing difficulties, for working with new teachers, for planning and conducting Teacher Interaction and Planning (TIP) time, for Instructional Cabinet meetings and functions, for assuring the review of individual student progress, for grouping and regrouping students, and for all other established ITL responsibilities.
  - e. High school ITLs will be required to attend ITL meetings at their schools, including meetings that occasionally may extend beyond the eight (8) hour day. Such attendance is part of their normal responsibilities and not subject to added compensation.
  - f. High school ITLs, as part of their responsibilities, will be required to attend a maximum of four (4) system-wide ITL meetings each school year. Such meetings may begin prior to the end of the regular workday but extend beyond the normal end of that workday, or be held on in-service days.
2. a. ITLs at 6-12 schools will work the eight (8) hour day extended day and receive the extended day differential.
  - b. The number of grade level (team) ITLs will be based on the following formula:
    - (1) One (1) ITL per team for grades 6, 7, and 8, if four (4) or more teachers per grade level.
    - (2) If a grade level has less than four teachers, including the ITL, then that team may be combined with another grade level team.
  - c. All content ITLs will cover grades 6-12.

- (1) A content ITL position exists if there are four or more teachers in the department.
  - (2) The number of content ITLs will be based on the following formula: One (1) ITL for communications, one (1) ITL for math, one (1) ITL for science, one (1) ITL for social studies, one (1) ITL for special education, one (1) ITL for related arts.
- d. Teaching schedules for ITLs will comply with the high school teaching schedule formulas identified in sections 1.b. and 1.c. above.
3. a. The number of ITLs in each middle school will be based on the following formula:
- (1) One (1) ITL per team, one (1) ITL for math, one (1) ITL for science, one (1) ITL for communications, and one (1) ITL for special education.
  - (2) In smaller schools where the combined number of math and science teachers is fewer than four (4), a combination math/science ITL will be selected to serve both areas.
- b. At the middle school level, certification is required prior to release from duty periods. Upon certification, the team ITL position schedule will include no homeroom and two (2) duty periods per schedule rotation. The content ITL position schedule will include one (1) duty period per schedule rotation.
4. a. The number of ITLs in each elementary school will be based on the following formula:
- (1) Elementary schools with more than 30 teachers will have 3 ITLs.
  - (2) Elementary schools with 21-30 teachers will have 2 ITLs.
  - (3) Elementary schools with 20 or fewer teachers will have 1 ITL.
- b. For those elementary ITLs with ten (10) or more teachers including themselves on their team, their weekly schedules shall be as follows:
- 22 teaching periods
  - 8 ITL periods
  - 5 preparation periods
- c. For those elementary ITLs with seven (7) to nine (9) teachers including themselves on their team, their weekly schedules shall be as follows:
- 26 teaching periods
  - 4 ITL periods
  - 5 preparation periods
- d. For those elementary ITLs with four (4) to six (6) teachers including themselves on their team, their weekly schedules shall be as follows:
- 28 teaching periods
  - 2 ITL periods
  - 5 preparation periods
5. Every school with four (4) or more special education full-time teaching staff, excluding rehabilitation counselors/transition coordinators, gifted support teachers and all itinerant special education staff, will be eligible for an Instructional Teacher Leader (ITL) position and the ITL differential that accompanies the position. This ITL position must be filled by one of the existing special education teachers already assigned to the building. In the event that there are no candidates from the full-time special education staff in the school, the position will be considered vacant until such a time that one of the special education full-time teachers accepts this position and the responsibilities of the position. In addition, special education full-time teachers will not be eligible for appointments as ITLs in any of the regular education content areas or departments of the school.
6. Teaching schedules for ITLs, which in no event would exceed the normal teaching schedule for teachers at the three (3) school levels, shall comply with the provisions for released time that are developed for the ITL programs at the three (3) school levels.

7. Special provisions for ITLs who are athletic coaches:
  - a. The annual extended teaching day differential will be allocated into three (3) equal segments which will coincide with the fall, winter, and spring coaching seasons.
  - b. During the season(s) that a coach is fulfilling his/her coaching assignment(s), he/she will not receive the extended teaching day differential in view of the fact that he/she will be coaching after school and will be receiving the applicable coaching salary. During the remaining portion(s) of the year, when he/she is not coaching, such individual will work the extended day and receive the extended day differential.
  - c. Coaches will be expected to attend all system-wide ITL meetings. If necessary, accommodations will be made for assistant coaches to cover practices or, where there is no assistant coach, practices will be cancelled or delayed.

**ARTICLE 70**  
**SELECTION AND QUALIFICATIONS OF**  
**INSTRUCTIONAL TEACHER LEADERS**

1. The process for selection of Instructional Teacher Leaders (ITLs) is as follows:
  - a. Affected teachers meet and try to achieve a consensus on one (1) candidate where there is already an incumbent.
  - b. Where there is a vacancy or new position, affected teachers meet and try to achieve consensus on two (2) candidates.
  - c. Principal may agree or disagree where one (1) candidate is recommended by teachers.
  - d. Principal may select one (1) candidate where two (2) are recommended by teachers.
  - e. Should an impasse develop on any of the above, determination goes to a third party panel made up of seven (7) persons.
  - f. Seven (7) person panel will make the selection or other appropriate decision after reviewing situation and interviewing personnel. Membership on panel is as follows:
    - (1) Central office administration representative (Office of Academic Affairs) – 1
    - (2) Curriculum representative – 1
    - (3) Office of Human Resources representative – 1
    - (4) Principal from that level, but not from that school – 1
    - (5) Three (3) Federation representatives – Three (3) ITLs from that level, but not from that school.
  - g. Consideration of ITL positions will occur as described above every three (3) years during the months of April and/or May. This consensus process will also be used to fill any new or vacant ITL positions.
  - h. Vacancies and new ITL positions may be posted at a school before the consensus process is undertaken, but a principal and the teachers may agree to enter into the consensus process without the need for a formal posting. No posting will take place where there is already an incumbent ITL, except where the incumbent, through the consensus process, or because of failure to comply with the qualification requirements of the position or because of an unsatisfactory rating as an ITL, is no longer able to hold the ITL position for the following school year.
2. The qualifications and selection criteria are as follows:
  - a. The demonstrable leadership skills of the ITL include the ability to:
    - (1) Provide responsible leadership.
    - (2) Demonstrate effective interpersonal skills with individuals and groups.

- (3) Command respect of peers and administrators.
  - (4) Work constructively with principal.
  - (5) Work constructively with teachers.
  - (6) Share decision making.
  - (7) Analyze, develop, implement, and evaluate a plan of action.
- b. The professional attributes of an ITL include:
- (1) Attainment of a Master's Degree/Master's Equivalent/Bachelor's + 30 Credits.
  - (2) Minimum of four (4) years teaching experience in the Pittsburgh Public Schools.
  - (3) Commitment to participate in and satisfactorily complete training in observing and conferring skills .
  - (4) Commitment to articulate and implement Board priorities.
  - (5) Thorough knowledge of content/subject(s) area(s).
  - (6) Knowledge of teaching strategies.
  - (7) Knowledge of the appropriate student developmental stages.
  - (8) Knowledge of current educational research and professional publications.
  - (9) Involvement in professional organizations and activities.
- c. ITLs must successfully complete the Board's training program on observing and conferring skills. Normally, this program is undertaken by ITLs immediately following their selection to such positions. Consequently, successful completion of this training program is not a precondition for eligibility to be selected as an ITL but is a requirement for continuation as an ITL.

## **ARTICLE 71**

### **SALARY DIFFERENTIAL PROVISIONS FOR INSTRUCTIONAL TEACHER LEADERS AND OTHER SELECT TEACHER POSITIONS**

1. The following salary differentials shall be paid to Instructional Teacher Leaders (ITLs) and any other teachers in a select teacher position:
  - \$500 first year (\$50 per school month)
  - \$1,000 second year (\$100 per school month)
  - \$1,500 third year (\$150 per school month)
  - \$2,000 fourth year (\$200 per school month)
2. If a teacher voluntarily terminates his/her assignment in the select teacher category and subsequently returns to the position, he/she must begin at the first step of the salary differential scale for teachers in the select teacher category. An ITL who is reelected following an involuntary interruption in service as an ITL shall continue to be restored to the ITL scale as if there had been no ITL service interruption.
3. If a select teacher category position is closed and the teacher has reverted to his/her base salary for one (1) school year or less, then upon resumption of a select teacher category position the teacher shall return to the next higher step on the salary differential scale. Said teacher must have previously served in the select teacher category assignment for one (1) school year or more.
4. If a select teacher category position is closed and the teacher has reverted to his/her base salary for more than one (1) school year, then upon resumption of a select teacher category position the teacher shall be restored to the above scale as if there had been no interruption. Said teacher must have previously served in the select teacher category assignment for one

- (1) school year or more.
5. In the event of a transfer by a teacher with no time lapse from one select teacher category position to another, or from one school to another while remaining in the select teacher category, the teacher shall be treated the same as if he/she had remained in the original position or school insofar as continued placement on the salary differential scale for teachers in the select teacher category is concerned.
6. A teacher in the select teacher category shall continue to receive his/her select teacher differential while on any extended paid sick leave, unless a teacher substituting for the teacher on such an extended absence fulfills the absent teacher's select teacher responsibilities and receives pay at the appropriate select teacher rate. In such a case, the teacher on extended paid sick leave shall only be entitled to receive his/her select teacher differential for whichever one (1) of the following two (2) alternative lengths of time is applicable:
  - a. For a period of twenty (20) school/workdays if the teacher's total absence is expected to exceed or does exceed forty (40) school/workdays, or
  - b. For a period not to exceed forty (40) school/workdays of paid sick leave if the teacher returns to active service no later than the forty-first (41st) school/workday since the initial school/workday of his/her absence.
7. Regardless of the application of any provision(s) of this Article, the absent teacher shall continue to be entitled to resume his/her full select teacher responsibilities and salary differential immediately upon his/her return to active service. In addition, if such a teacher has not yet reached the top step of the select teacher salary schedule, his/her anniversary date for moving to the next step(s) of that schedule shall remain unaffected by the application of any of the provisions of this Article.

## **ARTICLE 72**

### **MENTOR TEACHERS, INDUCTION OF NEW TEACHERS, INDUCTION CONFERENCES, AND NEW TEACHER ORIENTATION**

1. Induction conferences in high schools and middle schools will continue to be conducted during duty periods.
2. Mentor teachers participating in induction conferences in elementary schools, if these conferences occur during their preparation periods, will be reimbursed for each such preparation period from the "lack and loss of preparation periods" fund at the applicable per-period rate.
3. Teacher inductees in elementary schools participating in induction conferences, if these conferences occur during their preparation periods, will be reimbursed for each such preparation period from the "lack and loss of preparation periods" fund at the applicable per-period rate but utilizing the "loss of preparation periods" formula.
4. The provisions of Sections 2. and 3. above will be applied in the high schools and middle schools in any special circumstances where they may be needed.
5. The parties agree that only properly spaced and necessary induction conferences will qualify for reimbursement under the provisions of Sections 2., 3., and 4. of this Article. The mentor teacher and principal will determine the schedule and frequency of the conferences under this Section.
6. Mentor teachers may continue to be asked by the Board to meet and work with new teachers during the final orientation day. Pay for this mentor teacher activity shall be at the mentor teacher's pro rata rate.
7. Newly hired teachers will continue to receive the workshop rate for induction activities, except where otherwise specified.

8. NBPTS-certified teachers will serve as mentor teachers and demonstration teachers in addition to their regular teaching functions.

## **ARTICLE 73**

### **SCHOOL LIBRARIANS**

1. Each secondary school shall have a full-time certified librarian assigned, except where enrollment at the school is insufficient to warrant the full-time position.
2. All school librarians shall be released on in-service days to attend District-wide meetings, provided there is no conflict with an in-service program scheduled at the home school.

## **ARTICLE 74**

### **ACTIVITIES DIRECTORS AND ACTIVITIES TEACHERS**

1. All high school activities directors and middle school activities teachers shall continue to be on the same salary schedules 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, except as limited by this Agreement and/or by previously established practices.
2. If an activities director is assigned to a single senior high school with more than 500 students, that activities director shall teach no more than two (2) teaching periods and have no homeroom assignment, but may have a duty period assignment for a third period of the school day. The remainder of the school day, i.e., other than these two (2) or three (3) assigned periods, shall be utilized for activities director responsibilities.
  - a. Efforts will be made to assign one (1) subject preparation in the teaching schedule for such activities directors.
  - b. If such activities directors teach at least one (1) period, they shall be considered classroom teachers for purposes of eligibility for summer school, evening school, curriculum work, extracurricular activities, and similar professional opportunities.
  - c. Activities directors who teach at least one (1) class shall be given full building seniority credit as teachers at their assigned schools. In addition, all activities directors will retain and/or accrue building seniority as activities directors at their individual assigned schools.
3. If an activities director is assigned to a single senior high school with less than or equal to 500 students, that activities director shall teach three (3) periods and will have a duty period but no homeroom. They will work an eight (8) hour day and receive the Extended Day Differential.
4. Senior high school activities directors may be assigned to two (2) senior high schools. Activities directors who are so assigned shall serve full-time in their activities director capacity.
5. Middle school activities teachers will teach a full schedule and have no assigned duties, but may be assigned coverages. These activities teachers shall not have a homeroom. They will work an eight (8) hour day and receive the extended day differential.

## **ARTICLE 75**

### **PART-TIME TEACHERS**

1. Regular part-time teachers shall continue to be paid at the appropriate pro rata salary for whichever of the teachers' salary schedules their degrees, credits, and years of service qualify them, in accordance with the provisions in effect during all previous Agreements.
2. Achievement of tenure shall only be available to part-time teachers as provided by Pennsylvania law.

3. Regular part-time teachers and other professionals, including part-time adjuncts, who participate in the District's health care plan, shall do so at the employees' cost.
  - a. Employees classified as part-time, including part-time adjuncts, as of January 25, 2008 shall be grandfathered under this provision and shall continue to participate in health care on the same terms that they had prior to January 25, 2008 and until such time as they convert to full-time status. At any point that a grandfathered part-time employee subsequently convert to full-time status. At any point that a grandfathered part-time employee subsequently converts to full-time status, the formerly grandfathered employee would no longer be protected by this provision and would be subject to the terms and provision of the collective bargaining agreement without regard to this provision. Current regular full-time employees as of January 25, 2008 shall be treated in the same manner as grandfathered part-time employees should they be involuntarily transferred to part-time status subsequent to January 25, 2008. This treatment of an involuntarily transferred regular full-time employee shall continue for only so long as the employee has no opportunity to resume full-time status but shall expire as soon as a full-time opportunity is presented regardless of whether the employee decides to fill the position or not. There shall be no grandfathering of regular full-time employees who voluntarily transfer to part-time status.

## **ARTICLE 76**

### **FULL-TIME SUBSTITUTE TEACHERS**

1. Full-time substitute teachers shall be placed on a three (3) step salary schedule, as provided under Article 91, Salary Schedule for Full-Time Substitute Teachers. Placement on that salary schedule shall be determined by the number of years of credited service in a full-time substitute capacity, as provided under Sections 3., 4., 5., and 6. of this Article.
2. Full-time substitute teachers who have reached at least step 2 of the full-time substitute teachers salary schedule shall continue to be entitled to all fringe benefits accorded regular teachers, except that sick leave shall continue to be available on a basis of six (6) noncumulative days per semester, with said sick leave continuing to be available beginning with the initial semester of employment.
3. Full-time substitute teachers shall continue to be eligible for placement on step 2 [or for renewed placement on step 2, if within two (2) school years] of the full-time substitute teachers salary schedule if they have served satisfactorily either for two (2) consecutive previous semesters or for two (2) of three (3) consecutive previous semesters, except in situations where any interruption in their employment as full-time substitute teachers following completion of these two (2) previous semesters has either:
  - a. exceeded one (1) semester as a result of their having declined a position as a regular teacher or as a full-time substitute teacher, or
  - b. exceeded two (2) school years.
4. Full-time substitute teachers, once they have reached step 2, shall be entitled to remain at that step for the next two (2) semesters that they serve as full-time substitute teachers. Following the completion of those two (2) semesters at step 2, they shall be entitled to placement on step 3 of the full-time substitute teachers salary schedule for the next semester in which they serve as full-time substitute teachers, if within a period of two (2) school years.
5. Full-time substitute teachers, once they have reached step 3, shall be entitled to remain at that step for any future service they may provide to the School District in a full-time substitute capacity, if within a period of two (2) school years.
6. Should a full-time substitute teacher serve less than a full semester in any semester prior to his/her reaching step 3, a corresponding adjustment shall continue to be made in the anniversary month at which he/she will be entitled to go from step 1 to step 2 and/or from step 2 to step 3.

7. Full-time substitute status shall be considered for a day-to-day substitute teacher who is replacing a teacher on indefinite leave expected to last at least forty (40) consecutive workdays. Full-time substitute status shall be extended to such a teacher no later than the forty-first (41st) consecutive workday he/she has served in the position of the teacher on indefinite leave. Such a full-time substitute teacher may be suspended (laid off) when the absent teacher returns to his/her teaching position.
8. Replacement teachers in certain special programs may be placed on the full-time substitute teachers salary schedule.

## **ARTICLE 77**

### **ADJUNCT TEACHERS**

1. Full-time adjunct teachers are those adjunct teachers who are normally scheduled for six (6) teaching periods a day and who are otherwise scheduled for a full day in accordance with Article 46, Elementary School Length of Day and Teaching Schedule for K-5 and K-8 Schools, Article 47, Middle School Length of Day and Teaching Schedule for 6-8 Schools and Article 48, High School Length of Day and Teaching Schedule for 6-12 and 9-12 Schools.
2. Half-time adjunct teachers are those adjunct teachers who are regularly scheduled to work less than full-time but at least four (4) periods a day totaling at least three (3) hours or twenty (20) periods a week totaling at least fifteen (15) hours.
  - a. The Board may schedule an adjunct teacher for five (5) teaching periods a day only, and such an adjunct teacher will be considered a half-time adjunct teacher under this Agreement and will be paid at the appropriate hourly rate.
  - b. If the Board, at its discretion, schedules a half-time adjunct teacher to work five (5) teaching periods and a duty period, then the half-time adjunct teacher shall become a full-time adjunct teacher.
3. Full-time adjunct teachers shall participate in all applicable fringe benefits and other provisions of this Collective Bargaining Agreement except as otherwise provided in this Agreement.
4. Half-time adjunct teachers shall be entitled to participate in the voluntary contributory insurance benefits, such as hospitalization, major medical and dental insurance by reimbursing the Board, either through a voluntary payroll deduction or payment of a monthly statement, for one-half of the premium cost of each such benefit. Half-time adjuncts hired after January 25, 2008 shall be covered by the provisions of Article 75, Part-Time Teachers, Section 3. Half-time adjunct teachers shall not be eligible to participate in the continued health care upon retirement provisions found in Article 122, Teacher-Retiree Group Health Care and Medicare-Supplement Program. Half-time adjunct teachers shall be covered by the other provisions of this Agreement in the same manner as regular part-time teachers.
  - a. Group accidental death and dismemberment insurance premiums under Article 111, Group Accidental Death and Dismemberment Insurance, shall be paid in full by the School District for adjunct teachers, effective January 1, 2004. All half-time or more adjunct teachers shall be automatically covered by this insurance.
5. Layoff and recall from layoff of adjunct teachers shall be governed by Article 34, System-Wide Seniority and Layoff-Recall Provisions, except that Sections 5. of Article 34 shall not apply to adjunct teachers.
6. Adjunct teachers scheduled to work less than fifteen (15) hours per week shall not receive fringe benefits of any kind.
7. Adjunct teachers will continue on the one hundred eighty-nine (189) day work year schedule.

## **ARTICLE 78**

### **INSTRUCTOR AND INTERN POSITIONS**

1. The instructor position is intended to assist in teacher recruitment efforts, including the cooperative effort between the Board and the Federation to recruit students of the Pittsburgh Public Schools to be future teachers in the District.
2. Instructors must have a teaching certificate prior to beginning employment and shall be considered professional employees. They will be issued a one-year instructor contract. Instructors shall not continue in the position beyond one year.
3. Instructors will be placed on Level 1, Step 1, of the Teacher Salary Schedule, and may elect voluntary enrollment in fringe benefit plans.
4. Each instructor must participate in and successfully complete the training program and new teacher induction program to be conducted in August and during the school year. Instructors shall receive the stipend for summer training set forth in Article 72, Mentor Teachers, Induction of New Teachers, Induction Conferences, and New Teacher Orientation, Section 7.
5. Satisfactory instructor teaching time will count toward tenure and time served as an instructor engaged in teaching will count toward system seniority.
6. Time served as an instructor engaged in teaching will earn full credit for salary schedule placement at the time of movement into a regular teaching position, the same as if the instructor had been serving in a regular teaching position from the date of his/her initial employment with the School District.
7. Instructors will not fill regular teaching openings/positions until they are fully qualified and appropriately placed on the eligibility list.
8. Any intern programs affecting bargaining unit positions must be mutually agreed upon by the parties. Interns will not supplant regular teachers.

# PART G

## SALARY SCHEDULES AND FRINGE BENEFITS

### ARTICLE 79 SALARY SCHEDULES FOR TEACHERS

#### Teachers hired before July 1, 2010

##### Bachelor's Degree

	9/20	9/21	9/22	9/23
1	43,230	43,446	43,663	43,881
2	45,118	45,344	45,571	45,799
3	46,700	46,934	47,169	47,405
4	48,139	48,380	48,622	48,865
5	49,722	49,971	50,221	50,472
6	51,271	51,527	51,785	52,044
7	52,700	52,964	53,229	53,495
8	54,174	54,445	54,717	54,991
9	55,788	56,067	56,347	56,629
*10a	72,532	72,895	73,259	73,625
10b	90,889	92,525	94,376	96,264

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

	9/20	9/21	9/22	9/23
1	45,510	45,738	45,967	45,197
2	47,584	47,822	48,061	48,301
3	49,428	49,675	49,923	50,173
4	50,845	51,099	51,354	51,611
5	52,374	52,636	52,899	53,163
6	53,934	54,204	54,475	54,747
7	55,287	55,563	55,841	56,120
8	56,651	56,934	57,219	57,505
9	58,146	58,437	58,729	59,023
*10a	75,881	76,260	76,641	77,024
10b	95,254	96,969	98,908	100,886

\*10a only applies for the first six (6) months when a teacher initially moves to step 10. Step 10b applies thereafter.

1. The length of workday for teachers on these salary schedules is 7 hours and 30 minutes.
2. Teachers on these salary schedules work a 192-day school year.
3. In the case of teachers who qualify, these Teacher Salary Schedules are supplemented by:
  - a. Advanced Study Salary Credit - see Article 95, Advanced Study Credit
  - b. Longevity Increment - see Article 93, Longevity Increment
  - c. Teachers/Professionals Increment (TPI) - see Article 94, Teachers/Professionals Increment (TPI)
4. In the case of teachers who qualify, the following differentials may apply:
  - a. Select Teacher Salary Differential - see Article 71, Salary Differential Provisions for Instructional Teacher Leaders and Other Select Teacher Positions
  - b. Special Education Salary Differential - see Article 97, Salary Differentials for Special Education Teachers
  - c. Extended Teaching Day Differential - see Article 96, Extended Teaching Day Differential

**ARTICLE 80**  
**SALARY SCHEDULE FOR TEACHERS**

**Teachers hired on or after July 1, 2010**

	<b>9/20</b>	<b>9/21</b>	<b>9/22</b>	<b>9/23</b>
1	47,858	48,097	48,337	48,579
2	49,419	49,666	49,914	50,164
3	50,980	51,235	51,491	51,748
4	52,540	52,803	53,067	53,332
5	54,101	54,372	54,644	54,917
6	58,262	58,553	58,846	59,140
7	62,424	62,736	63,050	63,365
8	66,586	66,919	67,254	67,590
9	70,747	71,101	71,457	71,814
10	74,909	75,284	75,660	76,038
11	85,313	85,740	86,169	86,600
12	92,254	96,969	98,908	100,886

1. The length of workday for teachers on this salary schedule is 7 hours and 30 minutes.
2. Teachers on this salary schedule work a 192-day school year.
3. In the case of teachers who qualify, this Teacher Salary Schedule is supplemented by:
  - a. Advanced Study Salary Credit - see Article 95, Advanced Study Credit
  - b. Longevity Increment - see Article 93, Longevity Increment
  - c. Teachers/Professionals Increment (TPI) - see Article 94, Teachers/Professionals Increment (TPI)
4. In the case of teachers who qualify, the following differentials may apply:
  - a. Select Teacher Salary Differential - see Article 71, Salary Differential Provisions for Instructional Teacher Leaders and Other Select Teacher Positions
  - b. Special Education Salary Differential - see Article 97, Salary Differentials for Special Education Teachers
  - c. Extended Teaching Day Differential - see Article 96, Extended Teaching Day Differential

**ARTICLE 81**  
**SALARY SCHEDULES FOR SERVICE PROVIDERS**

**Hearing Itinerants, Occupational Therapists, Physical Therapists,  
Speech-Language Specialists, Vision Itinerants**

**Bachelor's Degree**

	<b>9/20</b>	<b>9/21</b>	<b>9/22</b>	<b>9/23</b>
1	43,230	43,446	43,663	43,881
2	45,118	45,344	45,571	45,799
3	46,700	46,934	47,169	47,405
4	48,139	48,380	48,622	48,865
5	49,722	49,971	50,221	50,472
6	51,271	51,527	51,785	52,044
7	52,700	52,964	53,229	53,495
8	54,174	54,445	54,717	54,991
9	55,788	56,067	56,347	56,629
*10a	72,532	72,895	73,259	73,625
10b	90,889	92,525	94,376	96,264

**Master's Degree Salary Schedule**

	<b>9/20</b>	<b>9/21</b>	<b>9/22</b>	<b>9/23</b>
1	45,510	45,738	45,967	46,197
2	47,584	47,822	48,061	48,301
3	49,428	49,675	49,923	50,173
4	50,845	51,099	51,354	51,611
5	52,374	52,636	52,899	53,163
6	53,934	54,204	54,475	54,747
7	55,287	55,563	55,841	56,120
8	56,651	56,934	57,219	57,505
9	58,146	58,437	58,729	59,024
*10a	75,881	76,260	76,641	77,024
10b	95,254	96,969	98,908	100,866

\*10a only applies for the first six (6) months when a teacher initially moves to step 10. Step 10b applies thereafter.

1. The length of workday for teachers on this salary schedule is 7 hours and 30 minutes.
2. Teachers on this salary schedule work a 192-day school year.
3. In the case of teachers who qualify, this Teacher Salary Schedule is supplemented by:
  - a. Advanced Study Salary Credit - see Article 95, Advanced Study Credit
  - b. Longevity Increment - see Article 93, Longevity Increment
  - c. Teachers/Professionals Increment (TPI) - see Article 94, Teachers/Professionals Increment (TPI)
4. In the case of teachers who qualify, the following differentials may apply:
  - a. Select Teacher Salary Differential - see Article 71, Salary Differential Provisions for Instructional Teacher Leaders and Other Select Teacher Positions
  - b. Special Education Salary Differential - see Article 97, Salary Differentials for Special Education Teachers
  - c. Extended Teaching Day Differential - see Article 96, Extended Teaching Day Differential

## ARTICLE 82 SALARY SCHEDULE FOR COUNSELORS

### Master's Degree Salary Schedule

	9/20	9/21	9/22	9/23
1	45,838	46,067	46,297	46,528
2	47,910	48,150	48,391	48,633
3	49,755	50,004	50,254	50,505
4	51,173	51,429	51,686	51,944
5	52,700	52,964	53,229	53,495
6	54,261	54,532	54,805	55,079
7	55,614	55,892	56,171	56,452
8	56,977	57,262	57,548	57,836
9	58,473	58,765	59,059	59,354
*10a	76,208	76,589	76,972	77,357
10b	95,581	96,059	96,539	97,022
11	95,910	96,390	96,872	97,356
12	96,236	96,717	97,201	97,687
13	96,563	97,046	97,531	98,019
14	97,218	98,968	100,947	102,966

\*10a only applies for the first six (6) months when a counselor initially moves to step 10. Step 10b applies thereafter.

1. The length of workday for counselors on this salary schedule is eight (8) hours.
2. Counselors on this salary schedule work either 195 days (192 days + 3 additional pro rata paid days; K-5, K-8 and 6-8 school counselors) or 202 days (192 days + 10 additional pro rata paid days; 6-12 or 9-12 counselors).
3. In the case of counselors who qualify, this Counselor Salary Schedule is supplemented by:
  - a. Advanced Study Salary Credit - see Article 95, Advanced Study Credit
  - b. Longevity Increment - see Article 93, Longevity Increment
  - c. Teachers/Professionals Increment (TPI) - see Article 94, Teachers/Professionals Increment (TPI)
4. In the case of counselors who qualify, the following differential may apply:
  - a. The salary differential for the position of counselor chairperson shall be \$1,000 annually.
5.
  - a. Step 5 of this salary schedule is the minimum entry step for a certified counselor who is promoted from a teaching position in the school system to a counseling position. Placement on this salary schedule for such teachers shall continue to be in accordance with established salary schedule placement procedures already in effect.
  - b. In the event a certified counselor is hired directly from outside the school system into a counseling position, then that counselor shall be placed at the applicable step of this salary schedule, in accordance with established salary schedule placement procedures already in effect.

## ARTICLE 83 SALARY SCHEDULE FOR PSYCHOLOGISTS

### Master's Degree Salary Schedule

	9/20	9/21	9/22	9/23
1	52,700	52,964	53,229	53,495
2	54,261	54,532	54,805	55,079
3	55,614	55,892	56,171	56,452
4	56,977	57,262	57,548	57,835
5	58,473	58,765	59,059	59,354
*6a	76,208	76,589	76,972	77,357
6b	95,581	96,059	96,539	97,022
7	95,910	96,390	96,872	97,356
8	96,236	96,717	97,201	97,687
9	96,563	97,046	97,531	98,019
10	97,218	98,968	100,947	102,966

\*6a only applies for the first six (6) months when a psychologist initially moves to step 6. Step 6b applies thereafter.

1. The length of workday for psychologists on this salary schedule is eight (8) hours.
2. Psychologists on this salary schedule work a 192-day school year.
3. In the case of psychologists who qualify, this Psychologist Salary Schedule is supplemented by:
  - a. Advanced Study Salary Credit - see Article 95, Advanced Study Credit
  - b. Longevity Increment - see Article 93, Longevity Increment
  - c. Teachers/Professionals Increment (TPI) - see Article 94, Teachers/Professionals Increment (TPI)
4. Psychologist extra workdays/work weeks during the summer continue to be paid pro rata, at the annual salary rate in effect for whatever is the just-completed school year.

**ARTICLE 84**  
**SALARY SCHEDULE FOR SOCIAL WORKERS**

**Master's Degree Salary Schedule**

	<b>9/20</b>	<b>9/21</b>	<b>9/22</b>	<b>9/23</b>
1	45,838	46,067	46,297	46,528
2	47,910	48,150	48,391	48,633
3	49,755	50,004	50,254	50,505
4	51,173	51,429	51,686	51,944
5	52,700	52,964	53,299	53,495
6	54,261	54,532	54,805	55,079
7	55,614	55,892	56,171	56,452
8	56,977	57,262	57,548	57,836
9	58,473	58,765	59,059	59,354
*10a	76,208	76,589	76,972	77,357
10b	95,581	96,059	96,539	97,022
11	95,910	96,390	96,872	97,356
12	96,236	96,717	97,201	97,687
13	96,563	97,046	97,531	98,019
14	97,218	98,968	100,947	102,966

\*10a only applies for the first six (6) months when a social worker moves to step 10. Step 10b applies thereafter.

1. The length of workday for social workers on this salary schedule is eight (8) hours.
2. Social workers on this salary schedule work a 195-day school year (192 days + 3 additional pro rata paid days, paid at the annual 192-day salary rate in effect for the new school year.)
3. In the case of social workers who qualify, this Social Worker Salary Schedule is supplemented by:
  - a. Advanced Study Salary Credit - see Article 95, Advanced Study Credit
  - b. Longevity Increment - see Article 93, Longevity Increment
  - c. Teachers/Professionals Increment (TPI) - see Article 94, Teachers/Professionals Increment (TPI)
4. In the case of social workers who qualify, the following differential may apply:
  - a. The salary differential for the position of social worker chairperson shall be \$1,000 annually.

**ARTICLE 85**  
**SALARY SCHEDULES FOR SCHOOL NURSES,**  
**SCHOOL NURSE PRACTITIONERS AND DENTAL HYGIENISTS**

**Bachelor's Degree**

	<b>9/20</b>	<b>9/21</b>	<b>9/22</b>	<b>9/23</b>
1	43,557	43,775	43,997	44,214
2	45,445	45,672	45,900	46,130
3	47,027	47,262	47,498	47,735
4	48,467	48,709	48,953	49,198
5	50,049	50,299	50,550	50,803
6	51,599	51,857	52,116	52,377
7	53,028	53,293	53,559	53,827
8	54,502	54,775	55,049	55,324
9	56,116	56,397	56,679	56,962
*10a	72,860	73,224	73,590	73,958
10b	91,218	91,674	92,132	92,593
11	91,544	92,002	92,462	92,924
12	91,871	93,525	95,396	97,304

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

	<b>9/20</b>	<b>9/21</b>	<b>9/22</b>	<b>9/23</b>
1	45,838	46,067	46,297	46,528
2	47,910	48,150	48,391	48,633
3	49,755	50,004	50,254	50,505
4	51,173	51,429	51,686	51,944
5	52,700	52,964	53,229	53,495
6	54,261	54,532	54,805	55,079
7	55,614	55,892	56,171	56,452
8	56,977	57,262	57,548	57,836
9	58,473	58,765	59,059	59,354
*10a	76,208	76,589	76,972	77,357
10b	95,581	96,059	96,359	97,022
11	95,910	96,390	96,872	97,356
12	96,236	96,717	97,201	97,687
13	96,563	97,046	97,531	98,019
14	97,218	98,968	100,947	102,966

\*10a only applies for the first six (6) months when a school nurse practitioner or dental hygienist initially moves to step 10. Step 10b applies thereafter.

1. The length of workday for school nurse practitioners and dental hygienists on these salary schedules is eight (8) hours.
2. School nurse practitioners and dental hygienists on these salary schedules work a 195-day school year (192 days + 3 additional pro rata paid days, paid at the annual 192-day salary rate in effect for the new school year.)
3. In the case of school nurse practitioners and dental hygienists who qualify, these School Nurse Practitioner and Dental Hygienist Salary Schedules are supplemented by:
  - a. Advanced Study Salary Credit - see Article 95, Advanced Study Credit
  - b. Longevity Increment - see Article 93, Longevity Increment
  - c. Teachers/Professionals Increment (TPI) - see Article 94, Teachers/Professionals Increment

**ARTICLE 86**  
**SALARY SCHEDULES FOR 12 MONTH/CALENDAR YEAR**  
**PFT-REPRESENTED PROFESSIONALS**

<b>Bachelor's Degree</b>				
	<b>9/20</b>	<b>9/21</b>	<b>9/22</b>	<b>9/23</b>
1	52,809	53,073	53,338	53,605
2	54,502	54,775	55,049	55,324
3	55,975	56,255	56,536	56,819
4	57,338	57,625	57,913	58,203
5a	74,141	74,512	74,885	75,259
5b	92,527	94,192	96,076	97,998

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

	<b>9/20</b>	<b>9/21</b>	<b>9/22</b>	<b>9/23</b>
1	55,756	56,035	56,315	56,597
2	56,956	57,241	57,527	57,815
3	58,430	58,722	59,016	59,311
4	59,792	60,091	60,391	60,693
5a	78,124	78,515	78,908	79,303
5b	98,091	99,857	101,854	103,891

\*5a only applies for the first six (6) months when a 12-month/calendar year PFT-represented professional initially moves to step 5. Step 5b applies thereafter.

1. The length of workday for professionals on these salary schedules is eight (8) hours.
2. Professionals on these salary schedules shall receive vacation, holiday, and leave entitlements applicable to twelve-month calendar year employees.
3. In the case of professionals who qualify, these Professional Salary Schedules are supplemented by:
  - a. Advanced Study Salary Credit - see Article 95, Advanced Study Credit
  - b. Longevity Increment - see Article 93, Longevity Increment
  - c. Teachers/Professionals Increment (TPI) - see Article 94, Teachers/Professionals Increment

## ARTICLE 87

### SALARY SCHEDULE AND HOURLY RATES FOR ADJUNCT TEACHERS

	9/20	9/21	9/22	9/23
1	42,629	42,842	43,056	43,271
2	45,348	45,575	45,803	46,032
3	47,016	47,251	47,487	47,724
4	48,260	48,501	48,744	48,998
5	49,603	49,851	50,100	50,351
6	51,521	51,779	52,038	52,298
7	53,203	53,469	53,736	54,005
8	54,556	54,829	55,103	55,379
9	59,553	59,851	60,150	60,451
10	68,609	69,844	71,241	72,666

1. The provisions for the workday of adjunct teachers are set forth in Article 77, Adjunct Teachers.
2. The adjunct teachers on this salary schedule work a 189-day school year.
3. The salary schedule for adjunct teachers shown above shall apply to regular full-time adjunct teachers.
4. The hourly rate for adjunct teachers shall continue to be determined by dividing the applicable annual salary schedule amount by 1181.25 (6.25 x 189).
5. Adjunct teachers regularly scheduled to work half-time but less than full-time shall be paid on an hourly basis using the hourly rates described in Section 4. of this Article.
6. Adjunct teachers shall be eligible to receive the B.A.+ 10 credits and B.A.+20 credits advanced study salary differentials, in accordance with the applicable criteria set forth in Article 95, Advanced Study Credit. Half-time adjunct teachers shall receive one-half (1/2) of the full differential.
7. Adjunct teachers, whether half-time or full-time, shall be covered by Article 93, Longevity Increment, following the completion of twenty-two (22) years of teaching service in Pittsburgh. Half-time adjunct teachers shall receive one-half (1/2) of the full longevity increment.
8. Adjunct teachers continue to be covered by Article 110, Severance Pay.
9. The Teachers/Professionals Increment (TPI) shall continue not to apply to adjunct teachers.
10. Only adjunct teachers who are regularly scheduled to work four (4) periods or more each workday shall be scheduled in accordance with Article 53, Duration of School Year.
11. In determining the appropriate placement for regular full-time adjunct teachers on the salary schedule and in determining the appropriate hourly rate for half-time adjunct teachers, full credit shall be given for all prior service with the Board as an adjunct teacher.
12. Adjunct teachers who are certified and who are subsequently hired as regular teachers without a break in continuous service shall have their seniority and salary schedule placement credit determined in the same manner as other teachers covered by this Agreement.
13. Full-time substitutes assigned to adjunct teacher positions shall be paid the step 1 hourly rate for adjunct teachers.

**ARTICLE 88**  
**SALARY SCHEDULES FOR EARLY CHILDHOOD/  
EARLY INTERVENTION TEACHERS**

**Bachelor's Degree**

	<b>9/20</b>	<b>9/21</b>	<b>9/22</b>	<b>9/23</b>
1	43,230	43,446	43,663	43,881
2	45,119	45,345	45,572	45,800
3	46,700	46,934	47,169	47,405
4	48,139	48,380	48,622	48,865
5	49,722	49,971	50,221	50,472
6	51,271	51,257	51,785	52,044
7	52,700	52,964	53,229	53,495
8	54,174	54,445	54,717	54,991
9	55,788	56,067	56,347	56,629
10	60,284	61,369	62,596	63,848

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

	<b>9/20</b>	<b>9/21</b>	<b>9/22</b>	<b>9/23</b>
1	45,510	45,738	45,967	46,197
2	47,584	47,822	48,061	48,301
3	49,427	49,674	49,922	50,172
4	50,845	51,099	51,354	51,611
5	52,374	52,636	52,899	53,163
6	53,934	54,204	54,475	54,747
7	55,341	55,618	55,895	56,175
8	56,913	57,198	57,484	57,771
9	58,494	58,786	59,080	59,375
10	63,764	64,912	66,210	67,534

1. The length of workday for teachers on these salary schedules is 7 hours and 30 minutes.
2. Teachers on these salary schedules work a 192-day school year.
3. In the case of teachers who qualify, these Teacher Salary Schedules are supplemented by:
  - a. Advanced Study Salary Credit - see Article 95, Advanced Study Credit
  - b. Longevity Increment - see Article 93, Longevity Increment
  - c. Teachers/Professionals Increment (TPI) - see Article 94, Teachers/Professionals Increment
4. In the case of teachers who qualify, the following differential may apply:
  - a. Extended Teaching Day Differential see Article 96, Extended Teaching Day Differential
5. A teacher moving from any Early Childhood Salary Schedule to the Salary Schedule for Teachers (Article 80) shall for all contractual purposes move directly to the school-age step or level closest to, but never lower than, his or her present preschool salary step or level.
6. Full-time substitutes assigned to early childhood teacher positions shall be paid from the first three steps of the above bachelor schedule. Full-time substitutes assigned to fill early intervention teacher positions shall be paid on the first three (3) steps on whichever one of the two above schedules applies.

7. Early intervention (EI) teachers and EI speech-language specialists hired after January 1, 2008 will be placed on the above salary schedules. Speech-language specialists hired prior to January 1, 2008 regardless of current or future assignment (early intervention or school-age) will be paid on the Salary Schedule for Service Providers (Article 81).
8. Early intervention teachers and speech-language specialists who choose to accept a teaching or therapy position in a school-age program will carry with them all of their early intervention years of service into the school-age program for purposes of salary schedule placement, eligibility for the Teachers/Professionals Increment (TPI), and tenure eligibility.
9. All those on the above salary schedules will be eligible for tenure.

**ARTICLE 89**

**SALARY SCHEDULES FOR EARLY CHILDHOOD/EARLY INTERVENTION  
FAMILY SERVICES SPECIALISTS, HEALTH ASSISTANTS,  
EARLY HEAD START HOME VISITORS,  
SPECIAL SERVICES COORDINATOR AND  
PARENT INVOLVEMENT VOLUNTEER COORDINATOR**

<b>STEP</b>	<b>9/20</b>	<b>9/21</b>	<b>9/22</b>	<b>9/23</b>
1	42,641	42,854	43,068	43,283
2	45,336	45,563	45,791	46,020
3	47,016	47,251	47,487	47,724
4	50,224	50,475	50,727	50,981
5	51,566	51,824	52,083	52,343
6	56,683	57,703	58,857	60,034

1. The length of workday for employees on these salary schedules is 7 hours and 30 minutes.
2. Employees on these salary schedules work a 192-day school year.
3. In the case of family services specialists, health assistants, and Early Head Start home visitors who qualify, the above salary schedules are supplemented by:
  - a. Longevity increment - see Article 93, Longevity Increment
4. Employees in these categories shall work an additional 20 days in the summer. These days shall be paid on a pro rata basis.

**ARTICLE 90**  
**SALARY SCHEDULES FOR EARLY CHILDHOOD, EARLY INTERVENTION**  
**OR SCHOOL-AGE SERVICE ASSISTANTS**

**Sign Language Interpreter**

	<b>9/20</b>	<b>9/21</b>	<b>9/22</b>	<b>9/23</b>
1	31,282	31,438	31,595	31,753
2	33,247	33,413	33,580	33,748
3	34,992	35,167	35,343	35,520
4	38,363	38,555	38,748	38,942
5	39,718	39,917	40,117	40,318
6	43,307	44,087	44,969	45,868

**Certified Occupational Therapy Assistant (COTA) & Physical Therapy Assistants**

	<b>9/20</b>	<b>9/21</b>	<b>9/22</b>	<b>9/23</b>
1	40,372	40,574	40,777	40,981
2	42,553	42,766	42,980	43,195
3	44,735	44,959	45,184	45,410
4	46,918	47,153	47,389	47,626
5	49,100	49,346	49,593	49,841
6	54,556	55,538	56,649	57,782

1. The length of workday for employees on these salary schedules is 7 hours and 30 minutes.
2. Employees on these salary schedules work a 192-day school year.
3. In the case of sign language interpreters, certified occupational therapy assistants (COTA) and physical therapy assistants who qualify, the above salary schedules are supplemented by:
  - a. Longevity Increment - see Article 93, Longevity Increment

**ARTICLE 91**  
**SALARY SCHEDULE FOR FULL-TIME SUBSTITUTE TEACHERS**

<b>Step</b>	<b>9/20</b>	<b>9/21</b>	<b>9/22</b>	<b>9/23</b>
1	41,856	42,065	42,275	42,486
2	42,641	42,854	43,068	43,283
3	45,118	45,930	46,849	47,786

Full-time substitute teachers shall continue to be employed on no more than a semester basis.

**ARTICLE 92**  
**DAY-TO-DAY SUBSTITUTE TEACHERS DAILY RATES**

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

9/16	\$120.00
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2. 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:
 

9/16	\$136.00
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This rate, once achieved, will be retained for the duration of employment as an active substitute teacher.

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

6/04 \$137.50

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

6/04 \$119.50

5. Daily rate for certified day-to-day substitute teachers who work in 8 hour schools:

9/16 \$123.00

6. Effective July 1, 2016, day-to-day substitute teachers shall advance to the \$140 daily rate following two (2) consecutive semesters of working 40 days or more assigned to schools with an 8 hour workday and shall retain that rate for the duration of employment as an active substitute teacher accepting assignments at schools with an 8 hour workday.

## **ARTICLE 93 LONGEVITY INCREMENT**

1. The longevity increment will continue to be provided only to teachers who have a satisfactory rating. It shall become available to eligible teachers either in September or in February, whichever month is applicable.
2. As of September, 2007 the longevity increment shall be as follows for the specified employee groups:

10-month \$2,200

11-month \$2,420

12-month \$2,640

3. Teachers who were hired before July 1, 2010 who receive the longevity increment must meet either one (1) of the following two (2) requirements:
  - a. Completion of twenty-two (22) years or more of public school teaching, with at least the last five (5) years in the Pittsburgh Public Schools, or
  - b. Completion of twenty-two (22) years or more of public school teaching, with fourteen (14) years or more [including the last two (2) years] in the Pittsburgh Public Schools.
4. Teachers who were hired on or after July 1, 2010 who receive the longevity increment must meet either one (1) of the following two (2) requirements:
  - a. Completion of twenty-four (24) years or more of public school teaching, with at least the last five (5) in the Pittsburgh Public Schools, or
  - b. Completion of twenty-four (24) or more years of public school teaching, with fourteen (14) years or more [including the last two (2) years] in the Pittsburgh Public Schools.

## **ARTICLE 94 TEACHERS/PROFESSIONALS INCREMENT (TPI)**

1. The Teachers/Professionals Increment (TPI) shall be \$2,000-year [\$200/month over ten (10) months], effective November 2003.
2. For teachers hired before July 1, 2010, TPI applies after five (5) years at step 10 or after fourteen (14) years of teaching with the Pittsburgh Public Schools, whichever first occurs.
3. For teachers hired on or after July 1, 2010, TPI applies after five (5) years at step 12 or after completion of 16 years of teaching with the Pittsburgh Public Schools, whichever first occurs.

**ARTICLE 95**  
**ADVANCED STUDY CREDIT**

1. The following provisions shall apply to salary credit for advanced study, to related matters dealing with advanced study for degrees and credits earned in a state-accredited four-year degree-granting university, college, or affiliated institution, and to other matters dealing with advanced study and training. Courses taken at a community college or other two-year institution continue not to be allowable for advanced study credit, except as approved by the Board or allowable under Sections 7. and 8. of this Article.
2. The salary differentials for teachers receiving advanced study credit on the teachers/professionals salary schedule except those covered by Article 80, Salary Schedule for Teachers Hired On or After July 1, 2010, shall be as follows:
  - a. Credits beyond Bachelor's Degree Salary Schedule:  
9/1/06  
B. + 10 Credits . . . . . \$300  
B. + 20 Credits . . . . . \$500
3. The salary differentials for all eligible teachers as set forth in the salary schedule provisions in Articles 79-90 for credits beyond Master's/Master's Equivalent/Bachelor's + 30 Credits Salary Schedule:  
9/1/06  
M./M. Equiv. + 10 Credits . . . . . \$300  
M./M. Equiv. + 20 Credits . . . . . \$500  
M. + 30 Credits . . . . . \$700  
M. + 40 Credits . . . . . \$900  
M. + 50 Credits . . . . . \$1,100  
M. + 60 Credits . . . . . \$1,300  
Doctorate . . . . . \$1,600 (see Section 6. below)  
National Board for Professional Teaching (NBPTS) . . . . . \$4,600
4. Requirements for regular Master's Degrees or other advanced degrees will be as follows:
  - a. A teacher's initial earned Master's Degree is acceptable for salary credit, irrespective of the field it may be in.
  - b. Any additional Master's Degrees that are not in state-certificated education areas, or any additional other advanced degrees that are not in state-certificated education areas, shall only be allowable for advanced study salary credit as blocks of ten (10) credits, up to a limit of placement on the Master's Degree plus 60 credits salary schedule, in accordance with the provisions of Section 4. and Section 9. of this Article.
  - c. Any additional completed Master's Degrees, or any additional other completed advanced degrees, that are in any of the various state-certificated education areas (subject field, teaching field, other state-certificated professional field, professional education field, education administration field) shall continue to be allowable for advanced study salary credit as 30 credits or 60 credits, whichever is applicable.
  - d. With regard to Master's Degrees or other allowable advanced degrees that require more than thirty (30) credits as evidenced on an official transcript, those credits beyond thirty(30) shall be counted toward Master's Degree plus 10 credits, Master's Degree plus 20 credits, or Master's Degree plus 30 credits.
  - e. Placement on the Doctor's Degree salary schedule shall only be attained by a teacher holding an earned Doctorate in any of the various state-certificated education areas

(subject field, teaching field, other state-certificated professional field, professional education field, educational administration field) or in an area which is related to the field in which the teacher is certified or which can enhance the curriculum of the field in which the teacher is teaching.

5. Requirements for courses that are not in a regular Master's Degree or other advanced degree program, or that are in a regular Master's Degree or other advanced degree program that has not been completed, will continue to be as follows and shall be allowable for advanced study as blocks of ten (10) credits:
  - a. Courses may be in any field(s) in which the teacher is certified.
  - b. Courses may be in any field(s) in which the teacher is teaching.
  - c. Courses may be in any area(s) of the humanities and sciences that relate to public school teaching or services.
  - d. Courses may be in any area(s) of professional education that relate to public school teaching or services.
  - e. Special education courses taken by regular education teachers who teach included special education students, shall be allowable for advanced study credit, provided the courses are such that they should reinforce the capability of those teachers to teach included special education students.
  - f. Courses may be in any field(s) in which the teacher is teaching or any field which enhances the ability of the teacher to interpret the curriculum or provide a professional service to the school in which the teacher is teaching.
  - g. Any combination of courses from one or more of the above six (6) categories of courses will qualify for acceptance as advanced study credit.
6. The Master's Degree/Master's Equivalent/Bachelor's plus 30 credits salary schedule continues to be the highest salary schedule to which a teacher holding no more than a Bachelor's Degree may advance. In order for a teacher to move to the Master's Degree plus 10 credits/Master's Equivalent plus 10 credits salary schedule the teacher must continue to hold either a Master's Degree or a Bachelor's Degree and a Master's Equivalent Certificate from the State Department of Education. The Master's Degree plus 20 credits salary schedule continues to be the highest salary schedule to which a teacher holding a Bachelor's Degree and a Master's Equivalent Certificate from the State Department of Education may advance.
7. Effective with the 2004-05 school year, the following earned Doctorates shall receive a differential of \$2,000 per year. Other Doctorates shall continue at \$1,600 per year.
  - a. Earned Doctorates in Elementary Teaching Certifications.
  - b. Earned Doctorates in Secondary Teaching Certifications.
  - c. Earned Doctorates in Subject Area(s) in Which Teacher is Teaching or Certified.
  - d. Earned Doctorates in Professional Areas, i.e., Counseling, Social Work, Nursing, and Other Professional Areas of Employment in Pittsburgh Public Schools.
  - e. Earned Doctorates in Administration Areas of Employment in Pittsburgh Public Schools.
  - f. Earned Doctorates in Education.
8. Transcripts and credits newly acquired or from prior years will be examined and evaluated on application of the teacher. If such transcripts and credits are approved, eligibility for additional pay for advanced study credit will be retroactive to September 1 or February 1 of a particular school year, provided application is submitted by October 1 or February 15, respectively, of that school year.
9. Workshops, seminars, in-service programs, etc., which are conducted or approved by the Board or which are approved by the state as acceptable for permanent certification, will count toward advanced study credit for up to twelve (12) of thirty (30) credits.

10. Study and/or training in various types of Board-approved learning centers and schools, such as trade-training centers, manufacturer's schools, business schools, technical schools, correspondence schools, or other learning centers, provided that such study and/or training directly relates to the teacher's area(s) of certification, teaching, or specialization, and provided further that such study and/or training is not a normal program offering of a State-accredited four-year degree granting university, college, or affiliated institution, shall be fully allowable under the advanced study credit program for up to twelve (12) of thirty (30) credits.
11. An overall "B" average continues to be required for a block of courses to qualify for advanced study credit, but no grade lower than "C" is acceptable. The provisions of this Section shall continue not to apply to an actual Master's Degree, Master's Equivalent Certificate, other allowable advanced degree, or Doctor's Degree, provided said Degree or Certificate qualifies under the provisions of Section 4. of this Article.
12. All degrees and/or course work from a state-accredited four-year degree-granting university, college, or affiliated institution must be presented to the Board on an official transcript to be allowable for advanced study.

## **ARTICLE 96**

### **EXTENDED TEACHING DAY DIFFERENTIAL**

1. The extended teaching day differential shall be \$2,300, effective September 2006.
2. The extended teaching day differential applies as follows or in any other manner approved by the District and the Federation:
  - a. To all teachers who work in schools that follow an eight (8) hour daily work schedule, except professionals who are in roles that have an established eight (8) hour workday.
  - b. To secondary school Instructional Teacher Leaders, who are on an extended teaching workday under the continuing application of Article 48, High School Length of Day and Teaching Schedule for 6-12 and 9-12 Schools.
  - c. To high school band directors at high schools which have active marching bands. Such bands must be an adequate size in relationship to the size of the high school and participate in school, community, and citywide parade and performance activities over the course of the school year.
  - d. To assistant band directors at the high school level. Such assistant band directors are those appointed at high schools which have active marching bands. Such bands must be an adequate size in relationship to the size of the high school and participate in school, community, and citywide parade and performance activities over the course of the school year.
  - e. To early childhood teachers as provided for in Article 88, Salary Schedules for Early Childhood and Early Intervention Teachers, Section 4.a.
  - f. To coordinators, and those in other roles such as Start on Success (SOS) teachers who are not paid on the counselor, or other eight-hour salary schedules.

## **ARTICLE 97**

### **SALARY DIFFERENTIALS FOR SPECIAL EDUCATION TEACHERS**

1. The differentials below apply only to fully certified special education teachers who are teaching in their respective areas and shall not apply when the teacher is transferred or assigned to a teaching position other than in special education.
2. Salary Differential for Emotional Support Teachers
  - a. Effective January 1, 2004, fully certified full-time teachers of emotional support in elementary, middle and secondary schools will receive a \$1,000 differential per year.

- b. Full-time emotional support teachers at Oliver Citywide Academy will receive a \$1,000 differential per year.
  - c. Middle and secondary learning support/emotional support teachers, who have a majority of students classified as “emotionally disturbed” on their caseload of 20 students, qualify for the annual differential that is provided for emotional support teachers. The determination regarding teacher eligibility for this differential will be made on an annual basis every October 1st in conjunction with the special education specialist who is responsible for that school and program.
  - d. Fully certified part-time teachers and teachers who are currently receiving a prorated differential will continue to be paid the same prorated differential.
3. Salary Differentials for Other Special Education Teachers
- A \$300 salary differential will continue to be paid to any certified teacher of learning support, autistic support, visual support, hearing support, speech and language support, multiple disabilities support, and life skills support who was employed prior to the 1999-2000 school year. This differential shall no longer apply to these special education teachers newly hired for the start of the 1999-2000 school year or thereafter, except for those who are hired into, or who transfer into emotional support special education teaching positions as explained in Section 2.
4. Salary Differentials for Central Office Select Teacher/Facilitator Positions
- Beginning January 1, 2008, employees who transfer into central office Program for Students with Exceptionalities (PSE) select teacher/facilitator positions will have any special education differential they were previously receiving discontinued. As a PSE select teacher/facilitator, they will work a teacher workday but will receive the select teacher differential at Step 4. Individuals currently employed in these PSE select teacher/facilitator positions will continue to receive the differential at Step 4.

## **ARTICLE 98**

### **METHOD OF SALARY PAYMENT**

- 1. Teachers shall be paid on a twice monthly basis during the regular school year. The first pay shall be scheduled for approximately the middle of September and the final pay shall be scheduled for the last day of the regular school year.
- 2. Paydates for teachers, except for the final pay in June, shall be on the same two (2) days per month as the semimonthly 12-month paydates, as agreed to by the parties for the start of the 2001-02 school year.

## **ARTICLE 99**

### **SALARY CORRECTIONS**

This Article defines the amount of retroactivity due in the event of an improper calculation and payment of a teacher’s compensation, whether the teacher is underpaid or overpaid.

- 1. Any teacher who has been underpaid in salary and/or who is currently being underpaid in salary shall receive retroactive pay from the Board for a period not to exceed six (6) work months, with said six (6) months being backdated from the time when the union or the teacher has originally initiated an inquiry with the Board into whether or not some salary underpayment has been made or is being made by the Board to the teacher. The length of time from the date of original inquiry until the time when an adjustment of the matter, if any, is reached shall be additional to this six (6) month maximum limitation that otherwise would apply to the collection of back pay.
- 2. If a teacher has been overpaid at any time during his/her employment with the Board, or is found to be receiving currently an incorrect salary that is higher than the employee should

actually be receiving, the employee shall be required to make repayment to the Board for a period not to exceed six (6) work months with said six (6) months being back dated from the date when the employee was provided with notice of the overpayment provided that the Board is correct in its assessment that there has been an overpayment. The length of time from the date of notice to the employee until the date when an adjustment of the matter, if any, is reached shall be additional to this six (6) month maximum limitation that otherwise would apply to the recoupment of an overpayment.

3. The provisions of Section 2. shall not apply to an incorrect initial step placement contained in the written offer of employment after that offer has been accepted.
4. Each teacher who is newly hired or who is rehired following an interruption in service shall be informed in writing of the teacher's continuing responsibility to determine that he/she is at all times receiving the proper salary, increments, and raises to which he/she is entitled and shall be informed of the limitation on retroactive pay for salary underpayments that is prescribed by the provisions of Section 1. of this Article.

## **ARTICLE 100**

### **SALARIES FOR TEACHING POSITIONS FILLED DURING THE SCHOOL YEAR**

Once a certified day-to-day substitute teacher is placed in a full-time teaching position during the school year, the teacher will receive full-time substitute salary (after 40 days) or a regular salary, whichever is applicable, retroactive to the first day of the teacher's assignment to that position in that school.

## **ARTICLE 101**

### **COMPENSATION FOR SUMMER SCHOOL TEACHING, CURRICULUM WORK, WORKSHOPS AND AFTER SCHOOL/EVENING TEACHING**

1.
  - a. Summer school teachers shall continue to be paid on a basis which provides one (1) month's pay at the teacher's regular rate of pay (excluding any select teacher differential) for the six (6) week summer school session.
  - b. Teachers working in elementary summer program(s) for students conducted under a centralized curriculum and design shall receive pro rata pay.
  - c. Pupil Services professionals holding counseling certification who are hired for positions in summer youth employment programs shall continue to receive pro rata pay for their services. Teachers hired for teaching positions in such programs shall likewise continue to receive pro rata pay for their services.
2. Teachers serving on curriculum committees during the summer shall continue to be paid on a basis which provides pro rata pay at the teacher's regular salary (excluding any select teacher differential).
3. The hourly rate of \$23.32 shall be paid for:
  - a. workshops
  - b. after-school teaching
  - c. evening-school teaching
  - d. curriculum committees during the regular school year
  - e. summer workshops, training programs, seminars, and similar such programs
  - f. evening school counselors, and for any other professional service tied to the evening school counselor rate

4. Teachers participating in workshops will normally be paid at the prevailing workshop rate for the number of allotted hours; exceptions will be discussed with the Federation before implementation.
5. Teachers who work in summer workshops, training programs, seminars, and similar such programs shall receive compensation at the prevailing workshop rate.

## **ARTICLE 102**

### **PREPARATION PERIODS**

1. General provisions pertaining to loss of preparation periods and lack of preparation periods:
  - a. Classes shall continue not to be combined in order to provide teachers with preparation periods.
  - b. Full-time teachers may be assigned during their preparation periods to substitute for the regular teacher of a particular class in emergency situations, special circumstances, or when a day-to-day substitute has not yet arrived at a school. Such assignments shall be rotated among all available teachers and a record of teachers providing such substitute services shall be maintained each semester in all school offices.
  - c. Classes shall not be doubled or otherwise combined to avoid the hiring of a day-to-day substitute, nor shall a full day's schedule of substitutions by regular teachers and/or full-time substitute teachers during their preparation periods be utilized to avoid hiring a day-to-day substitute.
  - d. All special schools teachers shall continue to have a minimum of five (5) preparation periods per week. Efforts shall continue to be made to schedule these five (5) preparation periods per week on a daily basis insofar as is possible.
2. Teachers assigned to full-time teaching duties will be compensated for lack of preparation periods in their regular teaching schedules according to the following arrangements:
  - a. Compensation to teachers for lack of preparation periods will be made from a combined "Lack and Loss of Preparation Periods" annual fund. \$30,000 per regular school month (\$300,000 per school year) will be available from the fund to cover loss and lack of preparation periods.
  - b. Payment for lack of preparation periods will be made at the end of each semester to teachers who qualify and who have been employed during the entire semester. Appropriate adjustment will be made for any time during the semester when the teacher has been absent without pay.
  - c. The following general guidelines will apply to reimbursement for lack of preparation periods:
    - (1) The total number of assigned preparation periods per week will be the factor to be considered, rather than the number of days on which such periods are scheduled.
    - (2) Provisions for reimbursement when regularly scheduled preparation periods are given up are set forth in Section 3. of this Article.
    - (3) Teachers who are not assigned a report class or any other regular duty during such times will have one (1) period credited to the total preparation periods scheduled per week for each such teacher. (This provision is only applicable insofar as eligibility for compensation under this preparation period payment formula is concerned, and it has no other implications or bearing on providing preparation periods to teachers.)
    - (4) Itinerant teachers at all school levels who travel during their preparation periods shall continue to be covered under the applicable provisions of this Article.

- d. Appropriate administrative forms will be available upon which principals will report the following information:
  - (1) Number of preparation periods per week scheduled to each teacher.
  - (2) Statement that teacher was assigned to the school for the entire semester. (Cases where teachers were transferred from one school to another, from one teaching schedule to another within the same school, or promoted, will be handled by proration of periods assigned, if there has been a change in preparation period allotment as a result of these changes.)
  - (3) Number of days during semester when teacher has been absent without pay.
  - (4) Listing of teachers who do not have report classes or other regular duties during report periods.
- e. Reimbursement will be determined by using the following factors:
  - (1) Teacher with 5 or more preparation periods/week . . . . . 0  
 Teacher with 4 preparation periods/week . . . . . 1  
 Teacher with 3 preparation periods/week . . . . . 2  
 Teacher with 2 preparation periods/week . . . . . 3  
 Teacher with 1 preparation period/week . . . . . 4  
 Teacher with 0 preparation periods/week . . . . . 5  
 Where a teacher has a fractional number of preparation periods as a result of assignments in more than one school, the fraction shall be disregarded. For example, a teacher assigned to two schools in alternate weeks, with 2 scheduled preparation periods in one school and 3 in the other, has an average of 2 1/2 preparation periods, which would be regarded as 2 preparation periods.
  - (2) The amount to be paid will be determined by dividing the total of the prorated factors for the entire teaching staff into the amount of money available for this purpose for the given semester.
  - (3) As a result of the application of the provisions of this Article, the maximum amount per compensable nonscheduled preparation period shall be \$13.61, effective September 2006.
- 3. Teachers assigned to full-time teaching duties will be compensated for loss of preparation periods in their regular teaching schedules according to the following arrangements:
  - a. Full-time teachers who surrender regularly scheduled preparation periods to perform the function of a substitute, to cover a class or an activity during the school day with students who are not regularly assigned to them, or to administer Board-mandated standardized group tests, will be compensated \$13.61 for each such surrendered preparation period, except that the first three (3) such periods surrendered per semester shall not be compensated.
  - b. Compensation to teachers for loss of preparation periods will be made from a combined "Lack and Loss of Preparation Periods" annual fund. \$30,000 per regular school month (\$300,000 per school year) will be available from the fund to cover loss and lack of preparation periods.
  - c. Payment for surrender of regularly scheduled preparation periods will be made at the end of each semester to teachers who qualify and who have been employed during the entire semester.
  - d. Payments to teachers will be prorated in the event that the monies allocated per semester are insufficient to make full payment.

## ARTICLE 103

### PAYMENT FOR COACHING AND OTHER ACTIVITIES

1. Coaches shall continue to receive their regular coaching pay while absent on a given day due to sickness or personal business, irrespective of whether they may have exhausted their sick leave accumulation or their personal leave.
2. Coaches shall receive their full coaching pay while on any extended sick leave, unless a substitute coach is provided at the direction of Interscholastic Athletics, in which event their pay shall be prorated with that of the substitute coach.
3. Salaries for coaching, extracurricular activities, intramurals, faculty managers, after school teaching, workshops, curriculum work, loss and lack of preparation periods, and similar work activities will be specifically and individually listed.
4. Athletic Coaching payments shall be made separately.

## ARTICLE 104

### SALARY SCHEDULES FOR COACHING AT 6-12, 9-12 SCHOOL LEVELS AND IN THE 6-8 GRADE SPAN

The salary schedules for coaching at the 6-12, 9-12 school levels and in the 6-8 grade span shall be as follows:

	Total Pay Per Season
1. Senior High Schools (Boys' Sports)	
Football	Head Coach \$7,474
	1st Assistant Coach \$5,276
	2nd & 3rd Assistant Coaches \$3,863
	4th & 5th Assistant Coaches* \$3,033
Basketball	Head Coach \$7,474
	Assistant Coach \$4,898
Baseball	Head Coach \$4,648
	Assistant Coach \$3,017
	Junior Varsity Coach** \$2,557
Track	Head Coach \$4,110
	Assistant Coach \$3,017
Swimming	\$3,987
Volleyball	Head Coach \$3,987
	Assistant Coach \$2,397
Wrestling	Head Coach \$4,380
	Assistant Coach** \$3,016
Soccer	Head Coach \$3,333
	Assistant Coach** \$2,272
Cross-Country (Coeducational)	Head Coach \$2,397
	Assistant Coach** \$1,739
Tennis	\$2,210
Golf (Coeducational)	\$2,210

- |   |                        |         |
|---|------------------------|---------|
| 2. Senior High Schools (Girls' Sports)  |                        |         |
| Basketball  | Head Coach             | \$7,474 |
|   | Assistant Coach        | \$4,898 |
| Track   | Head Coach             | \$4,110 |
|   | Assistant Coach        | \$3,017 |
| Softball  | Head Coach             | \$4,648 |
|   | Assistant Coach        | \$3,017 |
|   | Junior Varsity Coach** | \$2,557 |
| Soccer  | Head Coach             | \$3,333 |
|   | Assistant Coach**      | \$2,272 |
| Swimming  |                        | \$3,987 |
| Volleyball  | Head Coach             | \$3,987 |
|   | Assistant Coach**      | \$2,397 |
| Tennis  |                        | \$2,210 |
| 3. Middle Schools and Schools with 6-8 Grade Span (Boys' Sports)  |                        |         |
| Basketball  |                        | \$2,766 |
| Wrestling   |                        | \$2,765 |
| Swimming  |                        | \$2,210 |
| Soccer  |                        | \$2,046 |
| Volleyball  |                        | \$1,824 |
| Cross-Country (Coeducational)   |                        | \$1,824 |
| Flag Football (Coeducational)   |                        | \$1,662 |
| 4. Middle Schools and Schools with 6-8 Grade Span (Girls' Sports)   |                        |         |
| Basketball  |                        | \$2,766 |
| Swimming  |                        | \$2,210 |
| Soccer  |                        | \$2,046 |
| Volleyball  |                        | \$1,824 |
| 5. Salaries for coaching additional senior high or middle school interscholastic sports, either for boys or for girls (or for boys and girls combined), should such sports be introduced or added by Interscholastic Athletics, will be negotiated between the Board and the Federation.                                    |                        |         |
| 6. A conditioning coach shall be paid at the intramural hourly rate, up to 50 hours per each of three (3) seasons, for hours worked and approved by the principal. The conditioning coach cannot coach an interscholastic sport or intramurals and must teach at the school where the conditioning assignment is fulfilled. |                        |         |

\*A 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.

\*\*A junior varsity program must be maintained in order to have an assistant coach.

**ARTICLE 105**  
**INTRAMURAL PROGRAMS**

1. The hourly rate for intramural programs shall be \$24.58, effective September 2006.
2. Intramural programs shall continue on the following basis:
  - a. Senior High Schools
    - (1) Boys  
An allotment of 145 hours per school year.
    - (2) Girls  
An allotment of 145 hours per school year.
  - b. Middle Schools and Schools with 6-8 Grade Spans
    - (1) Boys – based on annual enrollment formula
    - (2) Girls – based on annual enrollment formula
  - c. Elementary schools (boys and girls combined) shall receive an annual hourly allotment not to exceed 75 hours per school year, for the purposes of conducting any 5th grade and lower grade(s) intramurals programs in the K-5 elementary schools.\*
  - d. Conroy Education Center and Pioneer Education Center shall continue to be allotted 100 hours per school year, with these hours continuing to be applicable to preparation for and participation in events.
3. The Board may operate its intramural programs in the evening, including on an individual school basis.

\*Actual usage shall continue to be based on individual school enrollment figures.

**ARTICLE 106**  
**FACULTY MANAGERS**

1. The hourly rate for faculty managers shall be \$24.58, effective September 2006.
2. School year hourly allotments for faculty managers shall be maintained on the following basis:
  - a. Senior High Schools  
(Boys)
 

Football .....	.70
Basketball .....	.80
Track .....	.20
Baseball .....	.20
Soccer .....	.20
Swimming .....	.12
Volleyball .....	.6
Wrestling .....	.30
Cross-Country (Coeducational) .....	.8
Tennis .....	.4
Golf (Coeducational) .....	.6

b. Senior High Schools

(Girls)

Basketball .....	80
Soccer .....	20
Swimming .....	12
Volleyball .....	6
Tennis .....	4
Track .....	20
Softball .....	20

c. Middle Schools

(Boys and Girls)

Basketball (applies to both teams combined, 30 hours for each team) .....	60
Swimming (applies to both teams combined, 10 hours for each team) .....	20
Soccer (applies to both teams combined, 15 hours for each team) .....	30
Cross-Country (applies to both teams combined, 10 hours for each team) .....	20
Volleyball (applies to both teams combined, 15 hours for each team) .....	30
Wrestling .....	30
Flag Football .....	30

d. Magnet Middle Schools

(Boys and Girls)

Basketball (applies to both teams combined, 30 hours for each team) .....	60
Swimming (applies to both teams combined, 10 hours for each team) .....	20
Soccer (applies to both teams combined, 15 hours for each team) .....	30
Cross-Country (applies to both teams combined, 10 hours for each team) .....	20
Flag Football .....	30

3. If additional sports are added to any of the boys' or girls' athletics programs in the senior high or middle schools, the additional number of assigned hours for faculty managers shall be negotiated with the Federation.
4. The School Board terminology applying to monies disbursed for interscholastic athletics shall continue to be titled the "Athletics Subsidy."
5. The Board recognizes the value of encouraging and supporting increased participation by female employees in faculty manager positions and is prepared to give special consideration to the applications submitted by female teachers.
6. In the event a faculty manager position within a high school becomes vacant, the Board of Public Education shall continue its option to replace the single faculty manager position with two (2) positions, one of which may be, or may not be, an assistant faculty manager position. The division of hours and sports in such a situation shall be discussed with the Federation prior to implementation. The total number of hours for faculty manager assignments at an affected school shall not be required to exceed that formerly in effect for a single faculty manager at the school.

**ARTICLE 107**  
**ALLOTMENT OF FUNDS FOR SENIOR HIGH SCHOOL**  
**AND MIDDLE SCHOOL MUSIC-RELATED EXPENSES**

1. Each senior high school shall continue to be provided with an annual allowance of \$3,600 to be used for the replacement and for the cleaning and maintenance of band uniforms, choir robes, and other items of dress related to the conduct of the senior high school's music program.
2. Each middle school shall continue to be provided an \$1,800 annual allowance for items of dress related to the conduct of its music program.
3. Each high school and middle school shall be provided reasonable transportation assistance in order to enable bands, orchestras, and choral groups to represent the schools in performances at athletic events, music competitions, and community affairs (parades, holiday programs, etc.).

**ARTICLE 108**  
**MUSIC DEPARTMENT ACTIVITIES**

1. Rate of pay for the following activities will be the prevailing hourly rate set forth in Article 101. Section 3. for teachers:
  - a. Choir Directors: Shall receive up to one hundred (100) hours per school year, except as provided under Additional Allotments in Article 107.
  - b. Band and Orchestra Directors: Shall receive up to one hundred (100) hours per school year, except as provided under Additional Allotments Article 107.
  - c. Band Camp: Band Directors shall receive the workshop hourly rate, not to exceed 7.5 hours per day, for summer band camp. The parties will meet each year to agree upon the total number of days for which compensation is due.
2. The extended teaching day differential shall apply to band directors at high schools which have active marching bands. Bands must be an adequate size in relationship to the size of the high school and participate in school, community, and citywide parade and performance activities.
3. An assistant band director shall be authorized for active marching high school bands. To have an assistant band director, bands must be an adequate size in relationship to the size of the high school and participate in school, community, and citywide parade and performance activities. Assistant band directors will receive the extended teaching day differential.

**ARTICLE 109**  
**EXTRACURRICULAR ACTIVITIES**

1. Extracurricular activities will be paid at the hourly rate of \$16.90, effective September 2006.
  - a. Opportunities for participation in these activities will be posted for all faculty members consistent with the procedure for posting of professional opportunities.
  - b. Maximum hourly allotments and the activities to which they apply are listed for the various activities and groups of schools.
  - c. Payment for authorized activities will be made at the end of each semester.
  - d. If a teacher supervises any activity for less than the maximum allotted hours he/she shall be paid on a prorated basis.
2. Hourly allotments are applicable if the activity is handled by professional personnel other than an activities director without a classroom teaching assignment. Activities directors without classroom teaching responsibilities may be compensated only when monitoring

social events or athletic events, consistent with the prescribed guidelines in these two areas as established for all teachers.

3. In every school the principal is responsible for the entire extracurricular program as follows:
  - a. To identify from the list of authorized activities those that qualify as paid activities.
  - b. To change or discontinue any activity if it does not meet the requirements of the school. If the activity is discontinued, the teacher will be paid on a prorated basis for the time served. Such changes or discontinuations shall not be made for arbitrary or capricious reasons.
  - c. To post vacancies. Such postings need only be made when the previous teacher who handled the assignment is no longer continuing in that capacity for any reason, or when a new extracurricular activity is introduced.
  - d. To appoint the teachers to supervise the activities.
4. Nothing herein shall preclude the right of teachers to volunteer for any activity of their own choice within their own schools.
5. A teacher may not supervise more than one authorized activity unless no other teacher is available for an activity which the principal deems necessary for the school program.

### **GROUPINGS OF SCHOOLS FOR COMPENSATION FOR EXTRACURRICULAR ACTIVITIES\***

#### GROUP 1 SCHOOLS

Pittsburgh Allderdice  
Pittsburgh Brashear  
Pittsburgh Carrick  
Pittsburgh Perry

#### GROUP 5 SCHOOLS

Pittsburgh Conroy

#### GROUP 6 SCHOOLS

Pittsburgh Student Achievement Center

#### GROUP 2 SCHOOLS

Pittsburgh Langley  
Pittsburgh Obama  
Pittsburgh Sci Tech  
Pittsburgh CAPA 6-12\*\*  
Pittsburgh Westinghouse

#### GROUP 7 SCHOOLS

Pittsburgh Allegheny  
Pittsburgh Classical Academy  
Pittsburgh Schiller  
Pittsburgh Sterrett

#### GROUP 8 SCHOOLS

Pittsburgh Pioneer

#### GROUP 3 SCHOOLS

Pittsburgh Arsenal  
Pittsburgh South Brook  
Pittsburgh South Hills

#### GROUP 9 SCHOOLS

Pittsburgh Oliver Citywide Academy

#### GROUP 4 SCHOOLS

All K-5 and K-8 schools

#### GROUP 10 SCHOOLS

Pittsburgh Gifted Center – Middle School  
Department only

\* Any new school or any school whose status is changed shall be placed in whichever of the groups listed above is appropriate, based on size and school type.

\*\* No hourly allotment is provided for Cheerleaders, Majorettes, Girls' Drill Team, Supervision of Athletic Events, and Debate Team.

**AUTHORIZED ACTIVITIES AND  
MAXIMUM ANNUAL HOURLY ALLOTMENTS HOURS**

<u>ACTIVITIES</u>	<u>GROUPS</u>	<u>PER SCHOOL</u>
1. Audio-Visual Aids	1, 2	90 hours
	3	60 hours
	7	40 hours
	9	30 hours
	10	50 hours
2. Stage Crew	1, 2	75 hours
	3	50 hours
	7	30 hours
	10	50 hours
3. Class Play	1, 2	150 hours total per school
a.	150 hours—musical (up to 50 of these hours may be allocated to any assistant(s), other than band, orchestra, or choir teachers), or	
b.	75 hours—nonmusical (a maximum of 2 such nonmusicals per school)	
4. Newspaper	1, 2	150 hours (10 issues at 15 hours per issue, not less than 4 pages per issue)
	3, 7, 9	50 hours (10 issues at 5 hours per issue, not less than 2 pages per issue)
	5	10 hours
	8	30 hours
	10	100 hours* (10 issues at 10 hours per issue, not less than 2 pages per issue)
5. Yearbook	1, 2	150 hours
	5	25 hours
	8, 9	40 hours
	10	100 hours
6. Cheerleaders	1, 2	100 hours
	3, 7	25 hours
7. Majorettes	1, 2	40 hours
8. Girls' Drill Team	1, 2	40 hours
9. Band	1, 2	60 hours at the hourly rate for extracurricular activities, after exhausting Music Department allotment
10. Orchestra	1, 2	60 hours at the hourly rate for extracurricular activities, after exhausting Music Department allotment

<u>ACTIVITIES</u>	<u>GROUPS</u>	<u>PER SCHOOL</u>
11. A Cappella Choir	1, 2	60 hours at the hourly rate for extracurricular activities, after exhausting Music Department allotment
12. Senior Class	1	40 hours
Advisor	2	30 hours
13. Junior Class	1	30 hours
Advisor	2	20 hours
14. Monitoring Dances and Social and Special Events	1, 2	150 hours (3 hours maximum per teacher per event)
	3, 7	50 hours (3 hours maximum per teacher per event)
	10	100 hours (3 hours maximum per teacher per event)
15. Supervision of daytime Athletic Events	1, 2	350 hours (2 hours maximum per teacher for an event; of daytime 3 hours maximum per teacher for an evening event)
	3	100 hours (1 1/2 hours maximum per teacher per event)
	7	100 hours
	10	50 hours
16. Safety Patrol	4	60 hours
17. Special Programs (Directing holiday programs, spring festivals, and similar productions, as well as directing school activities and programs which may be presented during the school day but the preparation and practice for which occur partially or completely on nonschool hours.)	3	70 hours
	4	60 hours
	5	165 hours
	7	50 hours
	8	260 hours
	9	35 hours
	10	100 hours
18. Debate Team	1, 2	60 hours

\*Also applies to Pittsburgh Elementary Gifted Center

## **ADDITIONAL ALLOTMENTS**

1. Pittsburgh Student Achievement Center (Group 6 Schools) each year shall have a total of twenty (20) hours applied, as needed, to extracurricular activities in general.
2. Pittsburgh Perry High School shall be provided one hundred eighty (180) hours each school year for activities related to the JROTC Program.
3. Current school treasurers will be offered training and such training will be required for new school treasurers.
4. Grading teachers at Pittsburgh Online Academy shall be paid:
  - \$3,500 for one class of up to 75 students
  - \$7,000 for two classes of up to 75 students per class

## **ARTICLE 110**

### **SEVERANCE PAY**

1. Teachers with one (1) or more years of continuous service who separate from employment with the Pittsburgh School District through resignation or retirement, but not through discharge for cause, shall be eligible to participate in the severance pay plan.
  - a. Teachers with one (1) or more than one (1) year of continuous service, but less than two (2) years, shall be regarded as having one (1) year of such service for purposes of severance pay computation.
  - b. Teachers with two (2) or more than two (2) years of continuous service, but less than three (3) years, shall be regarded as having two (2) years of such service for purposes of severance pay computation.
  - c. Teachers with three (3) or more than three (3) years of continuous service shall continue to receive full credit for purposes of severance pay computation for all such service and/or accumulation of sick leave, subject to the maximum accumulation of sick leave for severance pay purposes that is provided under the applicable Sections of this Article.
2. Definitions of “retirement, retiree, and resignation”:
  - a. The term “retirement” shall mean retirement under the provisions of the “Public School Employees’ Retirement Act” and the “Recodification of 1975,” including “early retirement” after twenty-five (25) years of service, any disability retirement, and any retirement falling under the “retiree” definition continued in Subsection b. of this Section.
  - b. The term “retiree” shall mean any teacher who retires and begins collecting his/her annuity following:
    - (1) At least twenty (20) years of credited service to the Pennsylvania Public School Employees’ Retirement System and having reached at least fifty (50); or
    - (2) At least ten (10) years of credited service to the PPSERS and having reached at least age fifty-five (55); or
    - (3) Having reached at least age sixty-two (62), with at least one (1) year of credited service to the PPSERS; or
    - (4) At least five (5) years of credited service to the PPSERS and having been placed on disability retirement following certification by a physician to be either physical or mentally incapacitated for the continued performance of duty.
  - c. The term “resignation” shall mean normal resignations from the School District and shall not include voluntary or forced resignations submitted for the specific purpose of terminating dismissal proceedings involving conduct other than teacher performance.
3. Should a teacher die while in active service, he/she will be considered a retiree or a resignee for severance pay purposes, whichever is applicable. Proper severance pay payment will be made to his/her estate. Consideration as a retiree will be applicable if the employee is eligible for superannuation retirement, withdrawal allowance, or disability retirement.
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 (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:

- (1) For teachers hired before July 1, 2010, the rate shall be calculated based on 28% of daily rate of Step 10b of the Master's Degree, Master's Equivalent, Bachelor's Degree + 30 Credits Salary Schedule. (Daily rate = Step 10b of M.A./B.A. + 30 Salary Schedule ÷ 192.)
  - (2) For teachers hired on or after July 1, 2010, the rate shall be calculated based on 28% of daily rate of Step 12 of the Salary Schedule for Teachers (Daily rate = Step 12 of Salary Schedule ÷ 192.)
5. For resignees, 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. Resignees shall be entitled to payment for one-third (1/3) of their unused accumulated sick leave days.
  - c. Payment shall continue to be made at the rate of \$60 per accumulated day (as determined in 5.b. above).
6. The School Code of Pennsylvania provision which allows professional employees to transfer into a school district, or to transfer from a school district, twenty-five (25) or fewer sick leave days shall be handled in the following manner for purposes of severance pay eligibility:
  - a. Any professional employee who transfers twenty-five (25) or fewer sick leave days to another school district at the time of resignation from the Pittsburgh School District shall have that number of sick leave days deducted in full from said employee's total accumulation of sick leave before any severance pay computations are made.
  - b. Any newly hired or rehired professional employee who transfers twenty-five (25) or fewer sick leave days into the Pittsburgh School District at the time of new employment or reemployment shall have that number of sick leave days credited for purposes of subsequent severance pay eligibility.
7. Any rehire who received a severance pay payment at his/her earlier resignation shall have any subsequent severance pay payment so that the total of the rehire's two severance pay payments combined shall not exceed the maximum severance pay payment allowable for either resignation or retirement, whichever is applicable, under the terms of the Agreement in effect at the time of his/her eligibility for a second severance pay payment.

## **ARTICLE 111**

### **GROUP ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

1. The Board shall continue to pay the premiums for accidental death and dismemberment insurance for all participating teacher personnel covered by this Agreement and in accordance with the remaining provisions of this Article.
2. All participating teacher personnel represented by the Federation will be covered by accidental death and dismemberment group insurance, with premiums paid for by the Board. The accidental death insurance amount shall be \$200,000.

## **ARTICLE 112**

### **LIABILITY INSURANCE**

The Board shall continue to provide group liability insurance protection for teachers covering any actions or occurrences which were covered by the comprehensive general liability insurance policies in effect during the term of the previous Agreement. Coverage shall be at least \$500,000 per individual, with additional protection up to \$5,000,000 if the aggregate annual \$5,000,000 liability limit is not reached during an applicable September 1 to August 31 annual period. The Board reserves the right to provide this coverage through a group policy or policies, by self-insurance, or by a combination thereof.

## **ARTICLE 113**

### **UNEMPLOYMENT COMPENSATION, STATE AND FEDERAL**

1. All teachers shall be provided the Unemployment Compensation coverage applying to all Pittsburgh Public Schools' employees, in accordance with State and Federal law and with the further provisions of this Article.
2. Throughout all budget years falling wholly or partially within the term of this Agreement, the Board agrees to continue its participation in the Pennsylvania Unemployment Compensation Fund under the same self-insured option that was adopted by the Board for use during the term of the previous Agreement, unless the law or rules and regulations for participation under said self-insured option are changed so as to make the economics of continued participation under said self-insured option disadvantageous to the Board.

## **ARTICLE 114**

### **VANDALISM FUND**

1. The procedures for administration of the Vandalism Fund shall continue as previously agreed upon between the Board and the Federation.
2. An annual Vandalism Fund of \$30,000 shall be allocated for each school year and summer during the term of this Agreement for all teachers and other School Board employees. The purpose of the Vandalism Fund shall continue to be to reimburse teachers and other Board employees for damage to, or loss or destruction of, personal property, excluding money, incurred in the performance of their duties.
3. The Fund shall be administered under the following conditions:
  - a. That appropriate administrative rules for submission and substantiation of claims, including the use of the employee's vandalism claim form, be maintained;
  - b. That payment be limited to a maximum of \$100 per incident to the extent not paid by insurance;
  - c. That appropriate depreciation allowance, except as provided under Section 4., be applied to claims, where applicable, by Human Resources;
  - d. That personal property of teachers, whether in the school building or in the teacher's car,

that has not been brought to school for teaching or other school-related purposes and would not normally or routinely be brought to school, may be disallowed for Vandalism Fund payment by Human Resources;

- e. That claims be submitted no later than thirty (30) days after the occurrence of the incident giving rise to the claim. Claim forms shall include written notice that claim must be filed within thirty (30) days after the vandalism incident;
  - f. That payments, subject to the provisions of Section 5., be made within a reasonable time after submission and substantiation of claims;
  - g. And that damage to automobiles resulting from routine parking operations be excluded.
4. The Vandalism Fund shall not depreciate payments for eyeglasses belonging to teachers which are damaged or broken due to an assault upon the employee by a student, parent, or outsider, or when the glasses are damaged or broken due to breaking up a fight or assisting in settling other school disturbances.
5. All payments for valid claims each school year and summer may be made initially at 70% of the full appropriate amounts. The remaining 30%, or a proportional adjustment of that 30%, shall be paid to claimants no later than September 15 of the following year, once a determination has been made as to the sufficiency of Vandalism Fund monies to meet valid claims either in full or pro rata.

## **ARTICLE 115**

### **GROUP INSURANCE PLAN PAYROLL DEDUCTION PRIVILEGES (AUTO/HOMEOWNERS AND DISABILITY)**

- 1. The Board will continue to permit utilization of payroll deduction for the maintenance of a Federation sponsored voluntary group auto insurance plan. Payroll deduction for homeowner's insurance will also be permitted to be added to the auto insurance deduction, so long as the deduction is a single amount to one (1) Federation designated insurer.
- 2. The Board will continue to permit payroll deduction for such a purpose provided that participation in the plan is made available at least to all teachers and other professional employees. The Board will continue to provide any payroll services necessary for instituting and/or maintaining this payroll deduction plan.
- 3. Payroll deduction availability for this purpose shall continue throughout the term of this Agreement.
- 4. It is further agreed that in permitting such a payroll deduction plan the Board assumes no responsibility for, and in no manner whatsoever endorses, the carrier or the plan.
- 5. The Federation agrees to defend, indemnify, and hold harmless the Board for any and all claims whatsoever, including reasonable attorney's fees, arising out of operation of this payroll deduction provision.
- 6. All appropriate payroll deduction provisions of Section 1. through Section 5. of this Article shall continue to apply to a group disability income insurance program made available by the Federation for voluntary participation by teachers and other professional and nonprofessional personnel it represents. The Federation agrees that all premium costs for participation in such a disability income plan shall be borne by the individual enrollee. There shall be no premium costs of any type to the School Board.

## **ARTICLE 116**

### **TAX-SHELTERED ANNUITY AND SEVERANCE PAY PROGRAM**

1. The four (4) tax-sheltered annuity plans and carriers endorsed by the Federation and agreed upon by the Board and Federation shall be available for participation by teachers during the term of this Agreement.
2. An enhanced tax-sheltered annuity severance pay plan that utilizes a 403(b) structure to maximize tax savings and flexibility for retirees and resignees shall be used for the distribution of severance payments.

## **ARTICLE 117**

### **TUITION WAIVER PROGRAM**

1. The Board agrees to permit teachers and other Board professional and nonprofessional employees who reside outside of the Pittsburgh School District to make application to enroll their children in the Pittsburgh Public Schools if they so choose. Any such children who are admitted by the School District to enrollment in the Pittsburgh Public Schools shall be permitted to attend school without any tuition payment by their parents to the Pittsburgh School District, as long as at least one (1) parent continues as an employee of the Pittsburgh Public Schools. This “employee-requirement” provision shall be considered to continue to be satisfactorily met in the event the employee parent should retire (except if the retiree takes other employment), interrupt or discontinue employment due to a disabling illness or injury, die, be laid off, or be on an approved leave of absence.
  - a. The assignment of all new tuition waiver students will be to the feeder pattern established by the address of the school in which the parent or guardian teaches.
    - (1) In the event that the school location of the employed parent changes at the initiation of the employee, the feeder pattern of the child or legal dependent will not change.
    - (2) In the event of an involuntary transfer of a teacher, the parent may exercise the option to maintain the child’s feeder pattern or to reestablish it based on the teacher’s new school location.
    - (3) If both of the parents of a tuition waiver student are nonresident employees, the original application must identify which parent’s school location will establish the student feeder pattern.
  - b. Tuition waiver students will continue not to be assigned to a specific magnet program until all resident applicants on the appropriate waiting lists have been placed in that specific magnet. The sibling preference rule for magnet schools continues not to apply to tuition waiver students.
2. Transportation of such children to and from school shall be the responsibility of the parents, except where normally provided School Board transportation is available. The provisions of this Section are to assure that no additional transportation costs are incurred by the Board in maintaining this benefit for teachers and other Board employees.
3. The procedures for conducting and administering this tuition waiver program shall continue, unless altered by mutual agreement between the parties in the future.

**ARTICLE 118**  
**HEALTH CARE COST CONTAINMENT COMMITTEE AND THE**  
**AFFORDABLE CARE ACT'S CADILLAC TAX**

1. The Federation and the District recognized in a Memorandum of Understanding that health care cost containment is of mutual importance to both parties. A committee shall be comprised of an equal number of PFT and District representatives, unless mutually agreed otherwise. 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, they shall be reduced to writing and recommended for consideration by the Superintendent and the Board of Directors.
2. If the District receives notice or information indicating that its health care plan costs will subject the plan to the Affordable Care Act's Cadillac Tax excise tax, the District will give the Pittsburgh Federation of Teachers written notice of that fact and the parties will immediately meet to bargain changes in the plan design, plan, and/or plan carriers in order to avoid the imposition of the tax. If no agreement is reached within fourteen (14) days of the District's written notice to the PFT regarding this issue, then the parties will proceed to an expedited arbitration proceeding with an arbitrator selected pursuant to the terms of the collective bargaining agreement's grievance and arbitration procedure. The sole purpose for that expedited arbitration proceeding will be for the arbitrator to modify the plan, plan design, and/or plan carrier in order to eliminate exposure to the Cadillac Tax. The decision of the arbitrator on this issue shall be issued within forty-five (45) calendar days of the District's written notice that the plan is subject to the Cadillac Tax.

**ARTICLE 119**  
**GROUP HEALTH CARE PLANS AND HEALTH CARE PROVIDER**

1. The following provisions for group health care plans and providers shall be effective January 1, 2019.
  - a. Group health care plans with Highmark as the provider of the Preferred Blue PPO plan, Choice Blue PPO plan, Keystone Blue HMO plan and Standard Blue PPO plan will be converted to the Highmark Community Blue Flex PPO plan.
  - b. Group health care plans with UPMC as the provider of the UPMC Preferred PPO plan, UPMC Choice PPO plan, UPMC EPO-HMO plan and UPMC Standard PPO plan will be converted to the UPMC PPO plan.
  - c. Annual open enrollment periods shall occur in October each year for coverage beginning the following January 1. Movement among the health plans during any annual open enrollment period shall not be subject to any preexisting conditions, limitations or exceptions.
2. Specific provisions applying to the group health care plans:
  - a. Prescription drug retail and mail order copayments at participating retail pharmacies under the Highmark Community Blue Flex PPO plan and the UPMC PPO plan are: \$10 generic, \$20 brand formulary and \$40 brand non-formulary\*, with Mandatory Generic\*\*. The ability to purchase a 34-day supply at a participating retail pharmacy with the appropriate copayment applied per prescription. The ability to purchase up to a 90-day supply by mail order at a participating mail order pharmacy shall continue in effect with the appropriate copayment applied per prescription. No benefits are available if drugs are purchased at a nonparticipating pharmacy.

\*The Highmark and UPMC formularies are an extensive list of Food & Drug Administration (FDA) approved prescription drugs selected for their quality, safety and effectiveness. It includes products in every major therapeutic category. The formulary was developed by each of the health plans' pharmacy committees made up of clinical pharmacists and physicians and may, from time to time, be revised by the committee. The program includes coverage for both

the formulary and non-formulary drugs at the specific copayment or coinsurance amounts listed above.

\*\*The teacher is responsible for the payment differential when a generic drug is available and the doctor or patient specifies a brand name drug. The payment is the price difference between the brand drug and generic drug in addition to the brand drug copayment or coinsurance amounts which may apply.

- b. Deductibles when applicable shall be as follows:

1. Highmark – Community Blue Flex PPO Plan

<u>Deductible</u>	<u>In-Network</u>	<u>Standard Value</u>	<u>Out-of-Network</u>
Individual	None	\$500.00	\$1,000.00
Family	None	\$1,000.00	\$2,000.00

2. UPMC PPO Plan

<u>Deductible</u>	<u>In-Network</u>	<u>Standard Value</u>	<u>Out-of-Network</u>
Individual	None	N/A	\$1,000.00
Family	None	N/A	\$2,000.00

- c. Vision care coverage shall be provided through Davis Vision for health plan enrollment in the Community Blue Flex PPO plan and Vision Benefits of America – VBA for health plan enrollment in the UPMC PPO plan.

- d. Annual Out-of-Pocket expenses:

Highmark – Community Blue Flex PPO Plan

<u>Out of Pocket Limit</u>	<u>In-Network</u>	<u>Standard Value</u>	<u>Out-of-Network</u>
Individual	None	\$1,500.00	\$3,000.00
Family	None	\$3,000.00	\$6,000.00

UPMC PPO Plan

<u>Out of Pocket Limit</u>	<u>In-Network</u>	<u>Standard Value</u>	<u>Out-of-Network</u>
Individual	None	N/A	\$3,000.00
Family	None	N/A	\$6,000.00

- e. All changes to and applicable provisions of the group health care plans, the contribution rates, the formulas for determining contribution rates, the contract language applying to group health care plans and coverage, etc. shall apply to teacher retirees under Article 122, Teacher-Retiree Group Health Care and Medicare-Supplement Program, Sections 3 and 4.

- f. All employee premium contributions shall continue to be made via payroll deduction. Employees on unpaid leave of absence shall continue to be billed directly for their share of the premium payments.

3. Formulas (with regard to Highmark and UPMC group health care plans/coverage) for employee premium contributions and for employee group health care plan enrollment options shall be as follows:

- a. Teachers shall always pay a minimum of 5% of the total annual premium costs for their plan coverage.

- b. Teachers covered by Article 122, Teacher-Retiree Group Health Care and Medicare –Supplement Program, shall continue to share with the Board in the payment of the total annual premiums for this plan by paying 5% of the total annual premium costs plus 20% of any increased premium costs from one annual period to the subsequent annual period, i.e., in continued compliance with the provisions and established application of Article 121, Payment of Premiums for Group Health Care Insurances, Section 2.

- c. Premium decreases, if any should ever occur, shall continue to be handled on this same shared-contribution ratio.
4. Teachers not covered by Article 122, Teacher-Retiree Group Health Care and Medicare-Supplement Program, and all other such Federation-represented personnel, i.e., those in other Federation representation units and, therefore, not covered by Article 122, Teacher-Retiree Group Health Care and Medicare-Supplement Program, shall continue to share in health care coverage premiums as follows:
    - a. Individual – 5% of premium and 20% of any premium increase.
    - b. Family – 3% of premium and 20% of any premium increase.
  5. In the event of the enactment of any national or state health care legislation or plan, the parties shall meet to assess the impact of any such legislation or plan on the existing health care coverage program and, if necessary, to negotiate a provision(s) addressing any needs or changes that may arise from any such legislation or plan.

## **ARTICLE 120**

### **COVERAGES UNDER THE GROUP HEALTH CARE PLANS**

1. The Highmark group health care plan is the Community Blue Flex PPO plan and the UPMC group health care plan is the UPMC PPO plan.
2. The following provisions are highlights of both health plans:
  - a. Annual deductibles for out-of-network care:
    - (1) \$1,000 for individual coverage
    - (2) \$2,000 for family coverage
  - b. Plan pays 75% after deductible has been met for out-of network care.
  - c. Out-of-pocket annual maximums for out-of-network care:
    - (1) \$3,000 for individual coverage.
    - (2) \$6,000 for family coverage.
  - d. Prescription drugs are covered the health plans, with each prescription filled for either a \$10, \$20 or \$40 charge to the participant for a 34-day supply of the prescription at a network pharmacy. Full remaining cost of prescription is paid by the plan.
    - (1) A \$10 cost to a plan participant applies provided that participant purchases a generic drug.
    - (2) A \$20 cost to a plan participant applies if that participant purchases a brand formulary drug.
    - (3) A \$40 cost to a plan participant applies if that participant purchases a brand non-formulary drug.
    - (4) Mail order of prescription drugs shall be available under the health plans. The applicable copayment shall apply, with the right to purchase up to a ninety (90) day supply of the prescription drug being ordered.
    - (5) Prescriptions filled at a non-network pharmacy are not covered.
  - e. Employees shall pay the prescription drug copayment plus difference between brand prescription drug cost and generic prescription drug cost, only when brand drug is purchased instead of available generic drug which has FDA approval as a generic substitute and regardless of whether brand drug is prescribed or chosen.
  - f. Hospital costs covered 100% in-network; 75% out-of-network (after deductible is met).
  - g. Medical/surgical costs covered 100% in-network; 75% out-of-network (after deductible is met).

- h. Preventive care, both adult and pediatric, covered 100% in-network and 75% out-of-network (after deductible is met).
  - (1) Routine adult and pediatric physical exams
  - (2) Gynecological exams – out-of-network deductible doesn't apply
  - (3) Mammograms
  - (4) Pediatric immunizations
- i. Primary Care Physician office visits in-network covered 100% - after \$15 copayment. Out-of-network office visit covered at 75% (after deductible is met). Specialist office visit in-network covered 100% after \$30.00 copayment. Out-of-network specialist visit covered at 75% (after deductible is met).
- j. Emergency room services coverage 100%, both in-network and out-of-network – after \$75 copayment. Copayment is waived if admission to hospital follows.
- k. Chiropractic services:
  - (1) Covered 100% in-network - \$15 copayment per office visit.
  - (2) Covered 75% out-of-network (after deductible is met).
- l. Mental health coverage:
  - (1) Inpatient covered 100% in-network.
  - (2) Inpatient covered 75% out-of-network (after deductible is met).
  - (3) Outpatient coverage 100% in-network.
  - (4) Outpatient covered 75% out-of-network (after deductible is met).
- m. Skilled nursing care and private duty nursing both covered 100%, in-network and 75% out-of-network (after deductible is met).
- n. Substance abuse treatment:
  - (1) Inpatient detoxification covered 100% in-network, 75% out-of-network (after deductible is met).
  - (2) Inpatient rehabilitation covered 100% in-network, 75% out-of-network (after deductible is met).
  - (3) Outpatient covered 100% in-network, 75% out-of-network (after deductible is met).
- o. Home health care covered 100%, in-network and 75% out-of-network (after deductible is met).
- p. Diagnostic service covered 100% in-network; 75% out-of-network (after deductible is met)
- q. Utilization management – provider listed in-network and member initiated out-of-network
- r. Ambulance covered 100%
- s. Durable medical equipment covered 100% in-network; 75% out-of-network (after deductible is met).
- t. Hospice covered 100% in-network; 75% out-of-network (after deductible is met).

The items listed for each plan represent only a portion of the plan coverage. Please reference the plan summary for more detailed description of the benefits available on the District website and the Health Plan website.

## ARTICLE 121

### PAYMENT OF PREMIUMS FOR GROUP HEALTH CARE INSURANCES

1. Continuing since September 1, 1988, teacher contributions toward group health care coverage are partially based on the consideration that teachers receive continued post-retirement health care coverage in the Board's employee health care group under the provisions of Article 122, Teacher-Retiree Group Health Care and Medicare-Supplement Program.
2. Payment of premiums by teachers covered under the Article 122, Teacher-Retiree Group Health Care and Medicare-Supplement Program, post-retirement health care program shall be made in accordance with the following provisions:
  - a. Teachers who enroll in the health plan coverage, shall pay 5% of the applicable plan total premium cost plus 20% of any increased premium cost from one annual period to the subsequent annual period.
3.
  - a. Employees retiring on or after July 1, 2008, shall be required to pay fifty (50%) percent of any increased premium cost from one annual period (currently January 1 through December 31) to the subsequent annual period for any increase occurring on or after the employee's retirement date. The retiree's obligation for health care premium contribution shall not exceed fifty (50%) percent of the total premium cost for the coverage.
  - b. The fifty (50%) percent of increased premium cost from one annual period to the subsequent annual period applies to all health care plans offered to retirees.
4. Contribution levels and rates, as well as related provisions, applying to any teacher who is not covered by the Article 122, Teacher-Retiree Group Health Care and Medicare-Supplement Program, post-retirement health care coverage program, are as follows:
  - a. Such employees shall contribute as follows:
    - Individual – 5% of premium and 20% of any premium increase.
    - Family – 3% of premium and 20% of any premium increase.
5. Where two (2) members of one (1) family are employees of the Board, the present three (3) methods of premium determination shall continue:
  - a. Each party may elect individual coverage under the same group health care plan or under two (2) different group health care plans, or
  - b. Both parties may jointly participate in family and dependent coverage under one of the group health care plans, or
  - c. One (1) party may elect individual coverage under any one of the group health care plans while the second party may elect family and dependent coverage under one of the other plans not elected by the first party. Should this option be exercised by two (2) such Board employees, the total premium costs incurred by the Board for both parties combined shall continue not to exceed the maximum costs that could be incurred by the Board for both parties combined under either Section 5.a. or Section 5.b. immediately above.
6. Where teachers, by virtue of a policy provided by another employer to a spouse, have health care coverage equivalent to that carried by the Board, the Federation agrees that the Board, in such circumstances, is not required to provide, or to continue, duplicate health care coverage for such employees, provided that the Board shall assure immediate and uninterrupted resumption of full Board-provided group health care coverage to such employees, without any waiting period and without any lessening of the extent of the coverage, in the event of either the cessation or the interruption of the equivalent coverage being carried by the employee's spouse.
7. Payment of premiums continues to be made under Section 125/IRS provisions, i.e., payment with pretax dollars for all employee payments that are made toward any of the available group

health care plans, as provided under Article 125, Pretax Premium Conversion Plan.

8. Deductions for any employee premium payments continue to be made in equal amounts from both monthly paychecks for the ten (10) school months.
9. The District proposed revision to the part-time health care provisions of the collective bargaining agreement and also proposed the introduction of dependent eligibility audits for any and all active and retired insureds.
  - a. The parties recognize that the cost of health insurance coverage requires that the District diligently monitor the continuing eligibility of dependents claimed by each and every employee or retiree insured under the District's plan. Accordingly, the District shall continue to have the right to investigate the continuing validity of dependents claimed for coverage by any active or retired members. In addition, the District may perform random dependent eligibility audits of any active or retired insured to confirm that the dependent continues to enjoy eligibility for coverage under the collective bargaining agreement and/or health care plan requirements. The failure to accurately identify eligible dependents and/or notify the District of ineligibility may result in disciplinary action up to and including termination.
  - b. Employees classified as part-time, including part-time adjuncts, as of January 25, 2008 shall be grandfathered under this agreement and shall continue to participate in health care on the same terms that they had prior to January 25, 2008 and until such time as they convert to full-time status. At any point that a grandfathered part-time employee subsequently converts to full-time status, the formerly grandfathered employee would no longer be protected by this provision and would be subject to the terms and provisions of the collective bargaining agreement without regard to this provision. Current regular full-time employees as of January 25, 2008 shall be treated in the same manner as grandfathered part-time employees should they be involuntarily transferred to part-time status subsequent January 25, 2008. This treatment of an involuntarily transferred regular full-time employee shall continue for only so long as the employee has no opportunity to resume full-time status but shall expire as soon as a full-time opportunity is presented regardless of whether the employee decides to fill the position or not. There shall be no grandfathering of regular full-time employees who voluntarily transfer to part-time status.

## **ARTICLE 122**

### **TEACHER-RETIREE GROUP HEALTH CARE AND MEDICARE-SUPPLEMENT PROGRAM**

1. In consideration of the percentage contribution toward coverage under the group health care plans by participating teachers during their employment and by participating teacher retirees, the Board agrees to provide to teachers following their retirements its share of payment of premiums for continued membership in and coverage under said group health care plans up until age 65 and to provide partial payment of premiums for individual Medicare-Supplement coverage after age 65. Effective 1/1/2022, spouses of covered retirees will no longer be eligible for Board sponsored health care upon reaching Medicare eligibility. Subject to the remaining provisions of this Article, these post-retirement benefits shall apply to qualifying teachers and other Federation-represented professional personnel who retire starting in June 1988 or at any time thereafter, except those on the following salary schedules:
  - a. Article 87, Adjunct Teachers
  - b. Article 88, Early Childhood and Early Intervention Teachers
  - c. Article 89, Early Childhood/Early Intervention Family Services Specialists, Health Assistants, Early Head Start Home Visitors
  - d. Article 90, Early Childhood, Early Intervention or School-Age Service Assistants Salary Schedule

- e. Article 91, Full-Time Substitute Teachers
  - f. Article 92, Day-to-Day Substitute Teachers
2. a. A qualifying retiree/retirement shall be:
    - (1) Any superannuation retirement
    - (2) Any retirement qualifying under a PSERS early retirement window
    - (3) A 25 years of service/age 55 early retirement/withdrawal
    - (4) Any PSERS approved disability retirement following at least five (5) years of PSERS service credit.
  - b. Eligible teacher retirees are those qualifying teachers who retire starting in June 1988 or at any time thereafter.
3. Post-retirement coverage under this Article and employer contributions toward premium costs shall be for full participation in the group health plans from retirement until age 65 or Medicare entitlement, whichever first occurs.
    - a. Membership and coverage for teacher retirees in group health care plans prior to age 65 are on the same basis as for all active teachers in group health care plans, with same payment of applicable premiums made by teacher retirees as is made by active teachers.
    - b. Any movement by a teacher retiree from one group health care plan to another during any open enrollment period shall not be subject to any pre-existing conditions, limitations, or exceptions.
  4. a. The group health care plans, which are available to active teachers shall also apply to all eligible teacher retirees until they reach age 65, including to those teachers retired beginning with June 1988.
    - (1) Highmark Community Blue Flex PPO plan
    - (2) UPMC PPO plan
  - b. Annual open enrollment period shall occur in November each year for coverage beginning each immediately-following January 1. Movement at any time among the health plans during any open enrollment period shall not be subject to any pre-existing conditions, limitations, or exceptions.
5. The original maximum annual Board payment of \$645/year toward post-age-65 individual Medicare-Supplement premium increased to \$700/year, effective in June 2000, with this increased payment applying only to eligible teacher retirees who retired in June 2000 or who will retire at any time thereafter.
    - a. For teachers who retired starting in June 1998 and continuing through May 2000, this post-retirement Medicare-Supplement payment shall be maintained at \$645/year.
    - b. For teachers who retire starting in June 2000 or thereafter, this post-retirement Medicare-Supplement payment shall be \$700/year.
    - c. Only for those teachers who retired under the February and June 1999 Retirement Incentive, this post-retirement Medicare-Supplement payment shall be \$1,000/year.
  6. Effective June 1, 2001, the \$700/year Medicare-Supplement allocation toward post age-65 individual retiree Medicare-Supplement premiums for participating teacher individual retirees only as set forth in this Article and only for those who retire in June 2001 or thereafter, shall be increased to \$800/year.
    - a. This change is a result of fulfillment of the negotiated triggering requirements which were met by the enactment of Act 9 of 2001 on May 17, 2001.
    - b. This increased allocation to \$800 shall apply only to eligible teacher retirees who retire in June of 2001, or thereafter, and shall not apply to any previously retired teachers covered by this Article. (See Section 5. immediately above.)

7. Employees retiring on or after July 1, 2008, shall not be eligible for a Board payment toward the cost of post-age 65 individual Medicare Supplement premium expense.
8. Coverage in this post-retirement program shall terminate with the death of the teacher retiree, except where both the retiree and spouse are qualifying retired Pittsburgh teachers, in which case the coverage shall terminate only with the death of both retirees.
9.
  - a. In the event any portion, or all, of the costs for either the group health care plans coverage or the Medicare-Supplement coverage should be provided in the future by another party (i.e., the state, the PSERS, Social Security, Medicare, some other federal or state program, or some other party or insurer), then the Board shall be relieved of that portion, or all, of the costs for whichever coverage(s) is (are) involved for so long as that alternate source of payment is in effect, provided that any alternate source of payment is always applied first to that part of the teacher retiree's Medicare-Supplement premium costs that are in excess of the maximum annual Board contribution which applies to the retiree (\$645, \$700, \$800 (if applicable), or \$1,000).
  - b. In any year when the state's payment (\$1,200/year currently) toward Medicare-Supplement coverage under Act 23 of 1991, or under any future amendments or alternatives to that Act, plus the School Board's maximum annual contribution (\$645, \$700, \$800 (if applicable), or \$1,000) toward the same coverage total more than the full annual premium for individual Medicare-Supplement options, the entire state payment shall be utilized first by the School Board before any portion of the School Board's contribution has to be applied to meet the balance of the full annual premium.
10. Teacher retirees who are participating in this group health care shall always pay at least \$1,200 annually toward the premium costs for their pre-age 65 group health care coverage. This \$1,200 payment minimum shall apply to all retirees participating in the program, going all the way back to those who retired in June 1988 or at any time thereafter.
  - a. Current and future teacher retirees who have or elect a group health care plan (or any future plan) where the retiree premium share is more than \$1,200/year shall continue to pay their portion of the premium cost as set forth in Article 121, Payment of Premiums for Group Health Care Insurances, Section 2., Subsections c.(1), c.(2), and c.(3), and in Section 3. of this Article, and may be reimbursed for \$1,200 of their total premium share pursuant to PA Act 23 of 1991/PSERS-administered Health Insurance Premium Assistance Program (HIPAP).
  - b. Should the annual reimbursement under HIPAP be increased, the amount set forth anywhere in these preceding provisions, as well as elsewhere in this Article, shall automatically increase to the higher amount.
11. The teacher must retire and begin immediately to draw his/her pension from the Public School Employee Retirement System.
12. Any teacher retiree, in order to qualify for participation in this program, must have a minimum of five (5) years of employment with the Board immediately prior to his/her retirement, except for a retiree who qualifies under 2.a.(4) above or a retiree who otherwise qualifies under Section 13. below.
13. In order to participate in this program for teacher retirees, one of the following two (2) conditions must be met:
  - (1) Either the teacher shall have been enrolled as an employee in a School District group health care plan or the teacher shall have been covered as a Board-employed spouse of an enrolled teacher at the time of the negotiation of this program, i.e., as of February 1, 1998.
  - (2) Or the teacher shall have been enrolled as an employee or covered as a Board-employed spouse of an enrolled teacher for a minimum of five (5) years prior to his/her retirement.
  - a. An exception to the preceding provision of this Section is provided in Section 14. below.

14. Any teacher retiree who meets all of the requirements for participation in this program except that he/she has not been enrolled at all in a School District group health care plan or has been enrolled for fewer than five (5) years prior to retirement, but whose non-enrollment or insufficient enrollment has been because he/she has been fully covered by his/her spouse's health care insurance with some other employer, may commence coverage in the Board group health plans following the initiation of the spouse's retirement or the termination of the spouse's insurance. Such a teacher shall not be subject to the five (5) years of Board enrollment and/or coverage required to participate in this program following retirement (but shall be subject to all other requirements for participation in this program). Such teachers who are not participating in the Board group health care plans, even up to the time of their retirements, shall be permitted to elect individual coverage (also husband and wife coverage or family coverage, if applicable) as retirees at the time they retire or, upon notification to the Board, at any point following their retirements when their spouse's insurance is no longer available to them.
15. Regardless of which of the group health care plans the retiree may be enrolled in, the Board shall continue to be required to pay only the employer's share of actual group health care plan costs.
16. If an eligible teacher retiree is not entitled to Medicare or to the Medicare-Supplement, the Board shall pay, from age 65 on, the equivalent cost of the Medicare-Supplement, up to the applicable maximum annual Board contribution, toward whatever health care coverage the retiree carries. If the annual cost of said coverage is less than the applicable maximum that may be paid by the Board toward the cost of the Medicare-Supplement, the Board shall pay only the actual annual costs. If the retiree carries no such coverage, then the Board shall not pay any amount to the retiree.
  - a. If the annual Medicare-Supplement premium is less than the applicable maximum annual Board contribution, then the annual Board payment is that lesser amount, and it increases in the future (as the annual premium rate increases) until the annual Board payment reaches the applicable maximum annual Board contribution.
  - b. This Medicare-Supplement Board payment provision applies only to an individual teacher retiree and only to individual coverage.
17. When both husband and wife are teachers and one retires while the spouse continues to teach, the actively employed spouse may commence individual coverage while the retired spouse also commences individual coverage following retirement (if they were not each carrying individual coverage as active employees), or the two may continue husband-wife coverage with either the active employee or the retiree being the primary covered party, whichever the husband and wife elect. The option to elect individual coverage shall also apply should the husband and wife both retire at the same time and shall continue to apply during retirement should they at some point choose to switch to individual coverage.
18. In any case where a husband and wife are both qualifying teachers, should the primary covered retiree be the first to be deceased then the Board paid coverage shall be applied immediately to the surviving retired spouse.
19. Coverage in the group health care plans shall be for the individual teacher retiree, or for the teacher retiree and spouse, or for the teacher retiree and family/dependents, whichever one of these three applies at the time of retirement. Coverage for the Medicare-Supplement applies only to each eligible individual retiree and not to spouse or family members, except where the spouse is also an eligible individual retiree.
20. At any time following retirement, should the teacher retiree's spouse or family/dependents no longer qualify for coverage under the Board's group health care plans, the coverage shall revert to the individual retiree or to the individual retiree and spouse, whichever would apply. The parties shall cooperate to assure that this Section is fully maintained and that reductions in dependents are effected for post-retirement group health care plan participants in a timely and ongoing manner.

21. At any time following retirement, should a teacher retiree having individual coverage acquire a spouse and/or dependent(s), the retiree may enroll the spouse and/or dependent(s) in his/her group health care plan, but the retiree shall pay the increase premium costs for such an additional covered person(s).
22. At any time following retirement, should a teacher retiree having husband and wife coverage acquire a dependent(s), the retiree may enroll the dependent(s) in his/her group health care plan, but the retiree shall pay the increase premium costs for such an additional covered person(s).
23. Participating teacher retirees are required to meet their share of premium costs toward their pre-age 65 group health care plan coverage, as well as any payments toward their individual Medicare-Supplement coverage, in a timely manner and in accordance with already established procedures for making such annual payments as developed through mutual agreement of the Federation and the School District. The Board and Federation agree to cooperate to resolve any unforeseen, unanticipated, or overlooked contingencies or problems that might arise at some point in the future under this program. Resolution of such problems or contingencies shall be in the spirit of and consistent with the intent of the program. Should any such contingency or problem be unable to be resolved through this cooperative process, the unresolved dispute shall be submitted to binding arbitration under the provisions of Article 30, Grievance and Arbitration Procedures. The same procedure shall apply to any dispute that may arise over the meaning or application of any of the terms of this program.

**ARTICLE 123**  
**PSERS DISABILITY RETIREMENT - TEACHER RETIREE**  
**GROUP HEALTH CARE**

The following provisions shall apply to a teacher who takes a PSERS disability retirement, subsequently becomes eligible for Social Security disability benefits, and after receiving such Social Security disability benefits for a period of two (2) years, becomes eligible for and receives Medicare:

1. The Medicare-Supplement annual payment provided by the Board under Article 122, Teacher-Retiree Group Health Care and Medicare-Supplement Program, applies only to individuals age 65 or older, regardless of the type of retirement that is involved. Under no circumstances is this Medicare-Supplement annual payment made to individuals on PSERS disability retirement who are under the age of 65.
2. The individual retiree health care coverage premium reimbursement provided by the State/PSERS (currently \$1,200/year) shall continue to apply to all PSERS disability retirees, as per state requirements (Act 23 of 1191) and Article 122 Teacher-Retiree Group Health Care and Medicare-Supplement Program, Sections 8 and 9.
3. PSERS disability retirements, where no Social Security disability and no Medicare are involved, are unaffected by the revised/clarified provisions which follow. They shall continue to be handled with regard to post-retirement health care coverage in the same manner as they have been handled in the past, pursuant to Article 122, Teacher-Retiree Group Health Care and Medicare-Supplement Program.
4. PSERS disability retirees who become eligible for and receive Social Security disability benefits shall be subject to the following provisions, as applicable. (Once a PSERS disability retiree applies for and begins receiving Social Security disability, he/she shall be required to apply for individual Medicare coverage at whatever time he/she becomes eligible for such Medicare coverage, normally two (2) years after going on Social Security disability.)
  - a. In the case of an individual who has no spouse and no dependents who are eligible for health care coverage, he/she shall no longer be in any Board health care group once Medicare coverage is available and being received, normally after two (2) years of receiving Social Security disability benefits.

- (1) Once the individual is receiving Medicare, he/she shall remain under Medicare coverage. He/she shall continue to receive the annual health care coverage reimbursement from the state, currently \$1,200/year, pursuant to provisions of that state provided program.
  - (2) At the age of 65, such an individual shall become eligible for the annual Board reimbursement for Medicare-Supplement coverage, as per the applicable provisions of Article 122, Teacher-Retiree Group Health Care and Medicare-Supplement Program. Employees with an effective retirement date on or after July 1, 2008, shall not be eligible for post-age 65 reimbursement.
- b. In the case of an individual with a spouse and/or dependents, the former employee shall no longer be in any Board health care group once Medicare coverage is available and being received, normally after two (2) years of receiving Social Security disability benefits. (The individual does retain entitlement to the annual Board group payment toward Medicare-Supplement coverage, commencing at age 65 for retirees with a date of retirement prior to July 1, 2008.) The spouse and/or dependents of the former employee shall be eligible to continue in a Board health care plan if the spouse does not have similar health care coverage through another employer or source. The former employee and his/her spouse shall be required to sign annually a Board-provided affidavit verifying that similar health care coverage is not available through another employer or source. ("Similar" means at least similar to the Board health plans.)
1. The spouse and/or dependents shall remain in the health plan they were in at the time of the former employee's retirement.
    - a. If the former employee took the PSERS disability retirement at age 50 or older, the spouse and/or dependents can remain in a Board health care group until the former employee turns age 65. When the former employee turns age 65, traditional COBRA payments for spouse and/or dependents shall commence (the Board no longer contributes toward premium costs).
    - b. If the former employee took the PSERS disability retirement under the age of 50, the spouse and dependents can remain in a Board health care group for 15 years after Medicare coverage commences, but never beyond the retiree's reaching age 65, under the payment plan described above. After that 15 years, traditional COBRA payments begin (the Board no longer contributes toward premium costs).
  2. Except for any COBRA entitlements, all coverage for spouse and/or dependents under the Article 122, Teacher-Retiree Group Health Care and Medicare-Supplement Program, Section 7. post-retirement health care coverage program continue to terminate with the death of the retiree, except when the spouse is also a covered teacher retiree. Any COBRA entitlements after the death of the retiree are without Board contribution toward premium costs.

## **ARTICLE 124**

### **DENTAL CARE COVERAGE**

The following Group Dental Care Insurance Program shall continue to be provided to all teachers:

1. The Dental Care Plan shall include both individual and family/dependent coverage.
2. The Board shall pay the full premium costs for this Dental Care Plan for both individual and family/dependent coverage.
3. The Dental Care Plan shall comprise the coverages enumerated under Subsections a. through f. of this Section.
  - a. Preventive services – Plan pays 100% of reasonable and customary charges subject to the limit provided under Subsection d., with no deductible:
    - (1) Oral examinations
    - (2) Cleaning of teeth
    - (3) Fluoride applications
    - (4) Space maintainers
    - (5) Emergency office visits
    - (6) X-rays
  - b. General services – Plan pays 85% of reasonable and customary charges subject to the limit and deductible provided under Subsection d.:
    - (1) Fillings
    - (2) Anesthetics
    - (3) Antibiotics
    - (4) Extractions
    - (5) Oral surgery
    - (6) Endodontics
    - (7) Periodontics
    - (8) Repair of prosthetic appliances
  - c. Prosthetic services – Plan pays 50% of reasonable and customary charges subject to the limit and deductible provided under Subsection d.:
    - (1) Bridges and dentures
    - (2) Crowns and gold restorations
    - (3) Replacement of damaged appliances
  - d. Subsections a., b., and c. immediately above are limited to a maximum combined benefit for each calendar year of \$1,000 applying separately to each insured individual or family member. Subsections b. and c. immediately above have a \$25 combined individual deductible per year or an overall \$75 combined family deductible per year.
  - e. Orthodontic services – Plan provides for 50% payment up to a maximum payment of \$800 for covered expenses:
    - (1) The 50% payment up to the \$800 maximum benefit applies separately to each covered person on a lifetime basis.
    - (2) Subsection e. continues to apply to any covered child or any covered adult, i.e., there continues to be no age limitation to qualify for coverage under the provisions of Subsection e.
  - f. Missing teeth are covered under all the above-listed subsections.

4. The Dental Maintenance Organization (DMO) Plan will be continued unless terminated by mutual agreement of the parties. The Board's premium payment for DMO participation shall not exceed its payment for the regular Dental Care Plan.

**ARTICLE 125  
PRETAX PREMIUM CONVERSION PLAN**

The Board will continue to offer a premium conversion plan in accordance with applicable laws and legislation unless terminated by mutual agreement of the parties.

**ARTICLE 126  
COOPERATION ON DETERMINATION AND ADMINISTRATION OF  
MAJOR FRINGE BENEFITS**

1. The parties agree that working together and cooperating with regard to the ongoing administration of major fringe benefit programs is in their mutual interest, in order to assure high quality benefit programs for the teachers and effective containment and control of costs of the major fringe benefits to the parties. For the purposes of this Article, major fringe benefits shall include only all health care plans, dental insurance and accidental death and dismemberment insurance as provided in Article 111, Group Accidental Death and Dismemberment Insurance; Article 119, Group Health Care Plans and Health Care Provider; Article 120, Coverages under the Group Health Care Plans; Article 122, Teacher-Retiree Group Health Care and Medicare-Supplement Program; and Article 124, Dental Care Coverage.
2. The Federation and the Board agree to work together and cooperate to control and, if possible, to reduce the premiums and costs to the Board and the teachers of the major fringe benefits and to administer the major fringe benefits, including providing assistance and advice to teachers relative to the major fringe benefits.
  - a. The parties will work together and cooperate in negotiating with the insurance carriers for the major fringe benefits, relative to review of rates, proposed rate changes, the administration of the benefits, and so forth. A Federation representative(s) shall be involved with the Board representative(s) in meetings with the insurance carriers for the major fringe benefits, relative to rate reviews, proposed rate changes, or matters dealing with the administration of the major fringe benefits.
  - b. It continues to be understood and agreed by the parties that the insurance carrier and rate structure for any of the major fringe benefits may not be changed without the mutual agreement of both parties and that there may be no change in the benefits themselves which is not agreed upon between the parties.
  - c. The Board representative or agent who advises the Board of Directors of the School District and the Board administration and who negotiates on behalf of the Board with the insurance carriers (along with the Federation representative) will continue to be selected solely by the Board.

## ARTICLE 127

### SICK LEAVE

Provisions for absences due to sickness or accident shall continue as in effect during the term of the previous Agreement, except as amended under the terms of this Article or of any other applicable Article of this Agreement. As a significant benefit, sick leave must be utilized for the purpose for which it is intended, i.e., to provide continuation of salary to a teacher who is unable to perform his/her normal duties because of sickness or accident. The improper use of sick leave, i.e., by using it for reasons other than those for which it is intended, shall be just cause for disciplinary action.

Sick leave shall be available to teachers under the following conditions:

1. Teachers employed for the normal work year shall be entitled to twelve (12) days sick leave per year, such sick leave to be cumulative annually without limit and to be usable annually without limit.
2. Teachers employed longer than the normal work year shall be entitled to sick leave days annually on the following bases, such sick leave to be cumulative annually without limit and to be usable annually without limit.
  - a. Teachers regularly employed for no less than ten (10) workdays longer than the normal work year shall be entitled to thirteen (13) days sick leave per year.
  - b. Teachers regularly employed for no less than twenty (20) workdays longer than the normal work year shall be entitled to fourteen (14) days sick leave per year.
  - c. Teachers regularly employed on a full calendar year basis shall be entitled to fifteen (15) days sick leave per year.
3. All absence resulting from sickness or accident shall be certified by the employee and endorsed by the principal or the appropriate administrator. A physician's certificate shall be required under the following conditions:
  - a. When an employee is absent both on a Friday and the following Monday.
  - b. When the absence is three (3) days or more.
  - c. When the employee is absent both the day before and the day after a holiday period.
  - d. When in the judgment of the immediate superior an employee appears to have used sick leave excessively in one (1) and two (2) day absences.
4. Full-time substitute teachers shall be entitled to six (6) days sick leave per semester, such sick leave to be noncumulative.
5. Evening school teachers shall be entitled to three (3) days sick leave per evening school year, such sick leave to be noncumulative.
6.
  - a. Summer school teachers and other summer teacher employees shall be entitled to sick leave each summer as follows, except that Conroy and Pioneer teachers shall continue to be covered under Section 2. of this Article:
    - (1) Teachers employed thirty (30) or more workdays shall receive two (2) days sick leave per summer.
    - (2) Teachers employed twenty (20) workdays but less than thirty (30) workdays, shall receive one (1) day sick leave per summer.
  - b. Unused sick leave day(s) for summer school teaching or other teacher summer work shall be credited to a teacher's total sick leave account, beginning with the summer of 1995.
7. Teachers shall continue to be required to comply with procedures for reporting absences from work or returning to work as established at their school or work location.

8. A maximum of five (5) of the total allotment of twelve (12) sick leave days per school year may be used for the serious illness of a teacher's parent, or a teacher's child 16 years of age or younger, or any age if that child has a permanent disability that requires care by a parent. The existing provisions for the use of sick leave will apply to these five (5) days (i.e., same requirements for a physician's certificate as provided under Section 3. of this Article).
9. A teacher attendance awards drawing shall be conducted each semester, in accordance with the already established format and procedures. Each semester five (5) \$500 awards shall be given.

## **ARTICLE 128**

### **SPECIAL PROVISIONS REGARDING SICK LEAVE**

1. a. Full-time teachers absent as a result of assaults suffered while in the performance of their assigned school duties will be excused without loss of pay or sick leave for the duration of confinement under a physician's care, starting with the third consecutive school day of such absence, but not for a period to exceed twenty (20) school days of such compensation.
  - b. At the end of that period, the provisions of Article 133, Workers Compensation Coverage, concerning the various options relating to either combined use of sick leave and Workers Compensation or separate use of Workers Compensation only shall be effective.
  - c. The Board may request the teacher to undergo a medical examination by a Board physician in connection with any claim for compensation under this Section.
2. Employees absent as a result of contracting in the course of employment childhood diseases such as mumps, scarlet fever, measles, or chicken pox shall be excused without loss of pay or loss of sick leave for the duration of confinement under a physician's care.
3. When an employee is physically able to perform his/her duties but is prevented from doing so solely because of quarantine, he/she will be paid full salary only for the shortest period of time necessary for release from the quarantined premises or as may be directed by Health Services. When an employee is ill with a contagious disease and a quarantine is established because of such illness, he/she will be paid for the absence as provided in this Section.

## **ARTICLE 129**

### **PERSONAL LEAVE**

Personal leave shall continue to be defined as leave for the purpose of meeting urgent personal responsibilities and for meeting emergency situations. As a significant benefit, it must be utilized for the purposes or types of purposes for which it is intended and not for recreational reasons. The improper use of personal leave, i.e., by using it for reasons other than those for which it is intended, shall be just cause for disciplinary action.

Personal leave shall be available to teachers under the following conditions:

1. All regular (professional and temporary professional) employees, probationary employees, and temporary employees shall be eligible for up to two (2) personal leave days in each school year, beginning with their third year of continuous service.
2. Regular part-time employees shall be eligible for up to two (2) half-days personal leave or up to one (1) full-day personal leave in each school year, beginning with their third year of continuous service.
3. Full-time substitutes shall be eligible for up to one (1) day of personal leave in each school year, beginning with their third year of continuous service.
4. Personal leave days shall be noncumulative, except for purposes of severance pay computation.

5. No reason shall be required of, nor need be given by, the teacher who is applying for personal leave, except as provided under Section 6. of this Article and in accordance with administrative procedures.
6. Reasons for requesting personal leave shall be required where one (1) or more of the following conditions apply:
  - a. During the first week of school and during the month of June.
  - b. On either the first day or the last day of the school week.
  - c. On the school day either preceding or following any regular holiday or vacation period.
  - d. When two (2) consecutive workdays are requested.
  - e. On days scheduled for testing or other special activities.
  - f. When, due to unforeseen circumstances, an application for personal leave has not been submitted prior to the actual day for which such leave is requested.
7. On those days when reasons for personal leave are necessary (i.e., Monday and Friday, etc.– see Section 6.), the following reasons only shall constitute acceptable urgent personal responsibilities:
  - a. Serious illness in the family or serious family emergency – reason must be delineated by the personal leave applicant.
  - b. Legal business – name of law firm, attorney, business firm, and time of appointment are required.
  - c. Physical checkup – name of physician and time of appointment are required.
  - d. Activity in which a child or close relative is participating, such as graduation, employee's wedding or wedding of a close relative or friend. Time of activity is required. (Travel time to any such activity is not a valid reason for personal leave.)
  - e. Religious holidays.
  - f. Other urgent personal responsibilities similar in significance to the types of matters referred to above – reason must be delineated by the personal leave applicant.
8. Personal leave shall continue to be administered in compliance with the established quotas for schools or departments that were in effect at the time of the execution of this Agreement.
9. Provision of paid leaves of absence from regular school, evening school, summer school, or other summer employment, due to deaths in the family, shall continue separate from personal leave, in accordance with administrative procedures and with the provisions of Article 131, Absence Due to Death in the Family.

## **ARTICLE 130**

### **CONVERSION OF UNUSED PERSONAL LEAVE TO SICK LEAVE**

Personal leave days that are not used by a teacher during a school year (or qualifying twelve-month anniversary period) shall continue to convert automatically to additional sick leave days on the last day of the employee's anniversary month.

## **ARTICLE 131**

### **ABSENCE DUE TO DEATH IN THE FAMILY**

1. Teachers shall be paid full salary or wages for absence not to exceed four (4) workdays on account of the death of father, mother, brother, sister, husband, wife, child, son-in-law, daughter-in-law, or parent-in-law, whether such a relative was a member of the teacher's household or not. Pay for absence not to exceed four (4) workdays will also be made on account of the death of any other relative who was a permanent member of the teacher's household, or of any other person with whom said teacher has made his/her home. Teachers shall also be paid full salary or wages for absence not to exceed one (1) day to attend the funeral of a first cousin, grandparent, grandchild, brother-in-law, sister-in-law, aunt, uncle, nephew, niece, stepmother, stepfather, stepbrother, stepsister, half brother, or half sister. These relatives listed for one (1) day funeral absence shall include those who are relatives of the teacher's spouse. Death leave applies to the period at the time of death and funeral, and will be approved only for consecutive workdays. Not more than one (1) day may be taken before death and all days of leave must be within a calendar period of six (6) days.
2. These provisions shall apply to regular school, evening school, summer school, or other summer employment, in accordance with administrative procedures in effect at the time of the execution of this Agreement.

## **ARTICLE 132**

### **VACATIONS AND HOLIDAYS**

1. Federation-represented calendar-month, twelve-month professional personnel shall continue to be entitled to receive paid vacation days annually in accordance with the Board's vacation procedures applying to such professional employment classifications during the term of the previous Agreement and as provided for under applicable Vacation Articles contained in other Federation negotiated Collective Bargaining Agreements.
2. Federation-represented calendar-month, twelve-month school personnel shall be entitled to twelve (12) workdays off as holidays in any calendar year.
3. Federation-represented calendar-month, less-than-twelve-month school personnel, if any are properly so employed, shall be entitled to workdays off for all holidays occurring during those months of the year in which they are employed, regardless of whether any such holidays might fall on a Saturday or a Sunday.
4. The twelve (12) holidays referred to in Section 2. of this Article are the following:
  - New Year's Day
  - Martin Luther King, Jr. Day
  - Good Friday
  - Memorial Day (last Monday in May)
  - Independence Day
  - Labor Day
  - Veterans Day
  - Thanksgiving Day
  - Day after Thanksgiving Day

Workday before Christmas Day \*

Christmas Day

Workday before New Year's Day \*

\* When Christmas and New Year's fall on a Thursday, the Fridays following shall be recognized as these holidays.

5. In case any holiday falls on a Sunday, the Monday immediately following will be recognized as the actual holiday. In case any holiday falls on a Saturday, the Friday immediately preceding will be recognized as the actual holiday.
6. In situations where regular schools may be open on any day which would normally have been a holiday, the holiday may be moved to a compensatory day off or, in the case of calendar-month, twelve-month personnel, added as a vacation day.

## **ARTICLE 133**

### **WORKERS COMPENSATION COVERAGE**

The following provisions shall apply to Workers Compensation coverage for teachers:

1. A teacher shall in no event be paid an amount in excess of his/her full regular salary when receiving payments from any combination of Workers Compensation and sick leave. The teacher in utilizing sick leave under any of the following options shall expend sick leave at the rate of one-half (½) sick leave day for each day he/she receives full pay through a combination of Workers Compensation payments and sick leave payments.
2. A teacher who has a compensable disability and is eligible for Workers Compensation as provided by law:
  - a. May use any available sick leave for all the workdays he/she is absent. Upon return to work, the teacher shall have one-half (½) of the sick leave days he/she utilized while absent restored to his/her sick leave accumulation.
  - b. May use Workers Compensation payments only and forego any use of sick leave days. (No income taxes are deducted from Workers Compensation payments.)
  - c. May use sick leave until his/her sick leave days are exhausted and then switch to Workers Compensation payments only, or switch to Workers Compensation payments only at any time prior to exhausting all of his/her sick leave. In either event, the restoration of one-half (½) the number of sick leave days that the teacher has utilized still occurs only upon the teacher's return to active service.
3. Workers Compensation medical benefits from the first day of the occurrence of the Workers Compensation incident (provided the incident is deemed to be compensable and work-related) are the same regardless of which of the options the teacher may choose under Section 1. above. A teacher continues to be required to file a Workers Compensation claim in a timely manner.
4. Nothing in this Article shall be construed to provide any Workers Compensation or pension benefits of any kind which are in addition to or in excess of the maximum benefits under the pension and Workers Compensation laws of the Commonwealth of Pennsylvania.
5. If a teacher is absent for more than one (1) year as a result of a compensable work-related injury, the returning teacher is not contractually entitled to return to the same position in the same school or schools.
6. Pursuant to Section 306(f) of the Workers Compensation Act, employees who suffer a work-related injury must receive medical treatment at a facility on the District's Panel of Physicians for the first thirty (30) days of treatment, except when, in the case of emergency, the initial treatment(s) has to be at the nearest medical facility. The Panel of Physicians shall be posted in all work places. Nonpayment for services can result if treatment is rendered by a physician not designated on the panel.

**ARTICLE 134**  
**MILEAGE ALLOWANCE**

1. The mileage reimbursement rate shall be the prevailing Commonwealth of Pennsylvania mileage reimbursement rate.
2. The procedures for administering mileage allowances shall continue as established by the Board with input from the Federation. The District shall inform all employees of the process at the time of hire and shall maintain information regarding requirements for reimbursement on the District website. Employees seeking mileage reimbursement must comply with these requirements to be eligible for mileage reimbursement.

**ARTICLE 135**  
**RETIREMENT SYSTEM MEMBERSHIP AND**  
**EARLY NOTICE OF RETIREMENT SUPPLEMENT**

1. Membership in the Pennsylvania Public School Employees' Retirement System shall continue as a teacher benefit provided by the Board to teachers throughout the term of this Agreement, in accordance with the provisions of applicable state law.
2. Teachers who provide notice by January 15 of each year of the intent to retire at the end of the school year shall receive a \$500 (five hundred) supplement in their final pay.

**ARTICLE 136**  
**ANNUAL STATEMENT ON TOTAL COST OF FRINGE BENEFITS**

A statement of the School District's employer costs for employer-paid fringe benefits will be produced annually, with a breakdown of the costs for each benefit, and will be distributed to all teachers and other professional personnel. This will apply to all fringe benefits, including retirement and Social Security benefits, sick leave, and personal leave, and it will apply to supplemental contracts as well.

**ARTICLE 137**  
**CREDIT UNION SUMMER SAVINGS AND LOAN PAYMENT PLANS**

1. The Board, upon proper authorization of the individual teacher, will continue to allow a payroll deduction for a summer savings plan with the Allegiant Federal Credit Union.
2. The Board, upon proper authorization of the individual teacher, shall continue to permit a credit union payroll deduction for the purpose of repayment of credit union loans.
3. The Board, upon proper authorization of the individual teacher, shall permit a credit union payroll deduction for the purpose of participation in a credit union-sponsored Twelve-Month Pay Club, the purpose of which is to provide compensation to participants during the summer.

# **PART H**

## **CONTRACTUAL PROVISIONS OF THE EMPOWERING EFFECTIVE TEACHERS PLAN**

The District and the Federation developed a plan in 2009, Empowering Effective Teachers in Pittsburgh, that established the District's vision for its teachers and students. The plan was shaped around what matters most – advancing the teaching profession in a way that is aligned with improved outcomes for students and increasing academic achievement.

The articles that contained the contractual provisions necessary to implement the plan, ratified by the membership in June 2010, were included in Part G of the 2010 - 2015 collective bargaining agreement. In the successor agreement, Part G, in its entirety, was placed in a separate section of the “PPS-PFT Archived Contract Provisions Repository.” The articles relevant to the elements of the plan that remain in effect are set forth in Articles 138 - 143 below.

### **ARTICLE 138**

#### **STUDENTS AND TEACHERS ACHIEVING RESULTS (STAR) PITTSBURGH PUBLIC SCHOOL–BASED PERFORMANCE PAY PLAN**

Pittsburgh schools that create a culture of collective problem-solving in order to achieve significant gains in student achievement as compared to schools state-wide or, in the case of the District's secondary schools, demonstrate significant student growth are rewarded for those efforts in the STAR Schools Plan.

1. The annual growth in student achievement of PPS schools is compared, by level, to the growth of schools in Pennsylvania as verified annually by the Pennsylvania Department of Education. District schools that fall within the top 15% of the rank-ordered Pennsylvania schools for growth, by level, will receive a school team bonus to be distributed to PFT-represented staff. In the case of secondary schools, significant student growth is determined by multiple measures and may be based on relative growth.
2. STAR school staff may provide consultation in subsequent years to other schools attempting to achieve similar results.
3. It is the intention of the STAR Schools plan to reward at least eight (8) schools a year. Accordingly, if there are fewer than eight (8) schools in the top 15% of State-wide growth, then District school(s) up to that number will be identified in order of student growth, as long as such schools are within the top 25% of growth in the state, by level. Schools identified in this manner may receive a prorated bonus to distribute.
4. The total STAR School team bonus will be determined by the sum of:
  - The number of PFT-represented full-time professional staff X \$6000
  - The number of PFT-represented paraprofessionals and technical-clerical personnel X \$2000
  - The number of PFT-represented professionals who are assigned to the school for at least one (1) day will be added using the following prorated amounts:
    - 1 day per week – \$1,200
    - 2 days per week – \$2,400
    - 3 days per week – \$3,600
    - 4 days per week – \$4,800
    - 5 days per week – \$6,000
5. The following template is provided as a model that STAR Schools may follow to distribute the school team bonus (identified in number 4 of this section):

PFT-represented full-time professionals will receive \$6000

PFT-represented paraprofessionals and technical clerical will receive \$2000.

PFT-represented professionals who are assigned to the building for at least one (1) full day will receive a prorated amount as follows:

1 day per week – \$1,200

2 days per week – \$2,400

3 days per week – \$3,600

4 days per week – \$4,800

5 days per week – \$6,000

6. If a STAR School prefers to distribute an anticipated bonus differently than set forth above, the school leadership team may prepare a proposed distribution method and submit such distribution method to PEP by November 1 of each year. The PEP Steering Committee will notify the STAR school whether or not the proposed distribution method is approved. The presumption will be to approve proposed distribution methods unless a good faith concern is present. If a proposed distribution method is not approved, an alternate plan may be brought forward from the STAR school within 30 days of the rejection or the school may use the “standard” distribution plan set forth above.
7. Special schools may be included in this school-based program. This program will focus on measurable gains in student achievement, career and life planning, and collaborative efforts with families and communities.

## **ARTICLE 139**

### **CAREER OPPORTUNITIES**

1. Career Ladder positions will be a promotional opportunity for teachers based on Career Ladder selection criteria and process. In all cases, such teachers will have a proven record of advancing student learning, possess appropriate certification, and have teaching experience commensurate with individual Career Ladder role requirements. They will receive additional compensation, as well as additional responsibilities and status.
2. Teachers may apply for several Career Ladder positions, but they may only hold one (1) position at a time.
3. A fifth domain of the RISE Rubric, containing the leadership qualities and role responsibilities specific to Career Ladder roles, will be developed collaboratively by the RISE Design Team. Principals will use the “Five Domain Rubric” to evaluate the performance of Career Ladder teachers in their buildings. During supported growth years, only the fifth Career Ladder Domain will be used for the formal evaluation process. Career Ladder teachers must have a preponderance of proficient and distinguished performance in the fifth domain in order to continue, from one year to the next, in a Career Ladder Role.
4. Career Ladder teachers who wish to continue in the role for a subsequent term and who have met the expectations and standards for the position, including the maintenance of the effective status, must confirm a desire to fulfill a new term in order to continue.
5. In order to accommodate Career Ladder positions, vacancies at the school occurring through attrition will not be filled. If additional openings are necessary to accommodate the placement of Career Ladder positions, they will be obtained through the offer of involuntary transfers for current teachers at the school (accepted in reverse building seniority order, i.e., most senior first). Any remaining positions needed would occur through the use of building seniority displacements.

**ARTICLE 140**  
**PROMISE-READINESS CORPS (PRC)**

1. PRC Role
  - a. Promise-Readiness Corps will be teams of 6-8 effective and motivated teachers, (linked with approximately 100-120 9th and 10th grade students in a cohort) who will provide intensive, hands-on academic and personal support in 9th grade, then follow students to 10th grade in 6-12 and 9-12 secondary schools.
  - b. The Promise-Readiness Corps in a school will consist of one or more teams of teachers, counselors, and social workers, who utilize looping, teaming, and advising as support for an assigned cohort of students to enter the 11th grade Promise-Ready, as measured by student academic achievement, attendance and course credits earned.
    - (1) PRC teams will consist of Career Ladder teachers (PRC Leads) and non-career ladder teachers (PRC team members).
    - (2) All PRC team members and leads will participate in looping, teaming, and advising. PRC team members will be compensated for an extended day (8 hours).
  - c. PRC leads will have one of two focuses: academic or character-building.
  - d. The following shall apply to the PRC leads and team members' responsibilities of looping, teaming and advising:
    - (1) Teachers in the Promise-Readiness Corps will loop from the 9th to 10th grade.
      - (a) Any daily teaching schedule adjustments in order to accomplish this will be made using provisions currently in the collective bargaining agreement.
      - (b) Efforts will be made to minimize the number of courses for which the Promise-Readiness Corps teacher must prepare.
    - (2) For the purpose of a minimum implementation of the advisory component:
      - (a) Each cohort subgroup shall have a maximum of twenty (20) students per Promise-Readiness Corps teacher.
      - (b) Each Promise-Readiness Corps teacher shall meet with his/her students a minimum of twice per week.
      - (c) The advisory meetings may involve whole group, small groups, or individuals.
      - (d) Advisory time may take place during a Promise-Readiness Corps teacher's duty period.
    - (3) Implementation of the PRC program at Westinghouse in 2015-16 was modified based on the specific context of the school. The PRC program was implemented in grades 8, 9, and 10 with the teaming and advising elements of the program implemented in all three grades but looping established between grades 8 and 9 only. The District and the PFT have agreed that the PRC program shall continue to be implemented in grades 9 and 10 to ensure that every student has access to The Pittsburgh Promise. The expansion of the PRC to include grade 8 at Westinghouse is an effort to extend the program's safety nets to an earlier grade. The implementation at Westinghouse is not a shift from, or curtailment of the program in grade 10.
2. PRC Employment Provisions
  - a. Annual differential for PRC Career Ladder positions is:  
\$ 9,300 (197 workdays/eight hour day + Cohort Bonus)
  - b. The Promise-Readiness Corps term will be two (2) years encompassing the 9th to 10th grade loop. Voluntary transfers during the PRC term will not be honored.

- c. Promise-Readiness Corps teachers (leads and team members) will work an eight (8) hour day. The additional time will be used for teaming and collaboration and will be added to the beginning of the teacher work day.
- d. PRC leads will have a one period reduction in teaching schedule.
- e. As Career Ladder teachers, those serving as PRC leads and other PRC Career Ladder teachers continuing from the all-Career Ladder teams will receive the associated Career Ladder differential. Those serving as PRC team members (non-Career Ladder teachers) will not.
- f. PRC Team Lead candidates must have appropriate certification in any content area. Although there are no longer content area eligibility requirements for the PRC Career Ladder role, minimum assignment provisions outlined in Section 2.g. below remain in effect. PRC Team Lead candidates must have one year of teaching experience at PPS and must not have performed at the Failing or Needs Improvement level in the prior year's end-of-year ratings.
- g. In order for a Promise Readiness Corps teacher to earn a Promise Readiness Corps teacher Career Ladder differential, a minimum of the teacher's assignment must be 60% in the Promise-Readiness Corps or 50% if the teacher has an exceptional schedule. Counselors and Social Workers will not receive the Promise-Readiness Corps teacher Career Ladder differential but shall be eligible to receive a Promise-Readiness Corps cohort bonus.
- h. The following shall apply regarding the Promise-Readiness Corps cohort bonus:
  - (1) The bonus will use value-added modeling (VAM) of a team's contribution to student progress over the two (2) year looping cycle. The bonus will be based on better than expected results in student academic achievement, attendance and course credits earned.
  - (2) A cohort bonus can be earned by the members of the Promise-Readiness Corps and other teachers who teach a minimum of 60% 9th and 10th grade classes or 50% 9th and 10th grade classes if they have an exceptional schedule.
    - (a) The cohort bonus will be an amount per person, prorated consistent with the cohort bonus formula.
    - (b) All Promise-Readiness Corps teachers can earn up to 100% of the calculated bonus prorated based on the percent they teach in the 9th and 10th grade.
    - (c) All non-Promise-Readiness Corps teachers can earn up to 50% of the calculated bonus prorated based on the percent they teach in the 9th and 10th grade.
    - (d) Increased student-to-teacher ratio can result in a proportionally higher earned bonus.
  - (3) Voluntary or involuntary leaves of absence (LOA) will affect the cohort bonus amount according to the LOA provisions in this agreement.
  - (4) Teachers will receive a prorated cohort bonus when a loop is disbanded involuntarily. The bonus will be calculated based on where the students are at the completion of their 9th grade year in the event of a school closing or other major disruption after one (1) year of the loop.
  - (5) The cohort bonus potential earning cycle will start the year that a team of teachers is assigned to their 9th grade student cohort.
  - (6) The earned cohort bonus will be paid out in a lump sum during the first semester of the school year following the completion of the two (2) year looping cycle. Payment will be made in a separate check to eligible active or retired employees.

- (7) The earned cohort bonus will be paid every two (2) years.
- i. Each Promise-Readiness Corps team will have an annual assessment to evaluate group effectiveness, considering evidence of student growth and other measures, in order to improve team success in subsequent years.
- j. Any Promise-Readiness Corps teacher who receives an unsatisfactory rating will not be eligible to receive a cohort bonus and will not be allowed to continue as a member of a Promise-Readiness Corps team.
- k. The provisions above shall apply to non-Career Ladder Promise-Readiness Corps teams during the 2010-11 and 2011-12 school years. Additionally, the following will apply:
  - (1) The Promise-Readiness Corps Career Ladder differential will not be paid to non-Career Ladder Promise-Readiness Corps teachers.
  - (2) Teachers participating in the Promise-Readiness Corps during the 2010-11 and 2011-12 school years are making a two-year commitment and thus are not eligible for applying for any Career Ladder opportunity for the 2011-12 school year or any voluntary transfer.
  - (3) Teachers who are selected for the Promise-Readiness Corps Career Ladder role for 2012-13 school year will receive one (1) year of special category seniority for the 2011-12 school year.
  - (4) Any earned cohort bonus calculated for the combined 2010-11 and 2011-12 school years will be doubled.
  - (5) The building seniority of any teacher who is not selected for a Career Ladder role for the 2012-13 school year will not be affected by his/her participation on the Promise-Readiness Corps during the 2010-11 and 2011-12 school years.
- 3. PRC Seniority Provisions
  - a. Special category seniority will be established for the Promise-Readiness Corps Career Ladder positions within buildings. The special category seniority will not be applicable across school buildings. Reductions in force within a high school will be specified as occurring within the Promise-Readiness Corps Career Ladder Corps or within the non-Promise-Readiness Corps teaching staff. System seniority shall be applied in the case of furloughs. All Promise-Readiness Corps teachers are considered full Promise-Readiness Corps teachers (i.e. 60% of teaching schedule or 3/5 periods or 50% of teaching schedule if 3/6 periods). Beginning in the 2011-2012 school year, Career Ladder Promise-Readiness Corps will not have building seniority but will have special category seniority. Teachers who are selected for the Promise-Readiness Corps career ladder role for the 2012-13 school year will receive one (1) year of special category seniority for the 2011-12 school year. During the 2010-2011 school year, through collaboration, the second year of the initial PRC loop was disbanded in order to allow teachers to apply for Career Ladder positions for the 2011-2012 school year.
  - b. The language of Article 33, Section 4.a.(3), shall be observed for teachers who are displaced from PRC Career Ladder positions. A displaced PRC Career Ladder teacher's seniority shall revert to the building seniority he or she possessed prior to his or her movement to the PRC Career Ladder position. Beginning in 2015-16, PRC Career Ladder teachers will accrue building seniority as would any other teacher, but would concurrently accrue special category seniority while they serve in a PRC Career Ladder role.

## **ARTICLE 141**

### **LEARNING ENVIRONMENT SPECIALIST (LES)**

1. LES Role
  - a. Each LES will be an effective teacher with strong classroom management skills, demonstrated interpersonal skills, and respect of peers and administrators.
  - b. Beginning in 2017-18, the LES Career Ladder role will be comprised primarily of centrally-assigned positions. Schools will have the option to purchase an LES position to serve in their building and, to the extent that this happens, the District will also staff school-based positions.
  - c. Teachers, guidance counselors, and social workers are all eligible to serve in centrally-assigned LES positions. Teachers are eligible to serve in school-based LES positions. As with other Career Ladder roles, additional eligibility criteria also applies, such as years of service and previous performance ratings.
  - d. The LES will either be based centrally or be embedded within a single school. Centrally-based LESs will either support a caseload of teachers or a caseload of guidance counselors/social workers across multiple schools.
    - (1) School-based LESs will participate on school based teams (i.e. SAP/Core Teams, Discipline Committee) to ensure that Teaching and Learning Environment (TLE) school based goals and objectives are being met. LESs may lead certain teams as necessary.
    - (2) Centrally-based LESs will not participate on school-based teams, but will continue to help teachers improve their teaching practice through modeling, formative coaching, and differentiated support.
  - e. The LES will help teachers improve their practice through modeling and/or guidance.
  - f. The LES will review school data on a monthly basis to identify training and support needs.
  - g. The LES will participate in training opportunities (during summer months if possible) to be up to date on current techniques in student behavior management and other related topics.
  - h. The LES will work closely with the TLE leadership team to design and implement school-based strategy.
  - i. The LES will work with Student Services staff to assist in providing professional development sessions for teachers on specific classroom organization, behavior management, and other related strategies.
2. LES Employment Provisions
  - a. Individuals in centrally-assigned LES positions will serve two-year terms, and those in school-based LES positions will serve a one-year term as a result of the annual site-based budgeting process. Current practices regarding Career Ladder term renewal, including required demonstration of effective practice, will continue to apply to this role.
  - b. Workdays beyond the normal work year may be scheduled flexibly but in all cases must be scheduled by March 1 of the preceding school year.
  - c. LESs will not have a teaching schedule throughout their term in the role.
  - d. LESs will continue to serve 197 workdays and an eight-hour workday. As a result of differences in the standard workday and year between teachers and guidance counselors/social workers, the compensation associated with the LES is differentiated. Individuals assuming an LES position will remain on their current salary schedule. Differentials associated with the role will be the following:

- (1) Teachers: \$9,300 differential (includes \$5,000 effectiveness differential as well as a \$2,300 differential for an eight-hour day and a \$2,000 differential for five additional workdays.)
  - (2) Guidance Counselors/Social Workers: up to \$5,800 differential (includes \$5,000 effectiveness differential plus an \$800 differential for two additional workdays if the individual is coming from an elementary setting where the standard work year is 195 days; individuals coming from a secondary setting where the standard work year is 197 days will not receive an extended year differential; guidance counselors and social workers have an eight-hour standard workday and therefore will not receive an extended day differential.
- e. School-based LESs interested in serving as a centrally based LES are required to apply for that specific role.
  - f.. If a school-based position is discontinued in one school and another school is identified, the LES assigned to the original school will be assigned to the new school if he/she wished to continue in the role.
  - g. LES teacher candidates must have three years of teaching experience with one year of experience at PPS and must not have performed at the Failing or Needs Improvement level in the prior year's end-of-year ratings. LES guidance counselor/social worker candidates must have three years of experience with one year at PPS.
3. LES Seniority Provisions
- a. LESs will have special category seniority, by certification, District-wide. Accordingly, they are protected from school-based reductions in force but not from furloughs where system seniority shall be applied. Every two (2) years, the number of LESs in the District may be adjusted in response to enrollment changes or other factors.
  - b. The language of Article 33, Section 4.a.(3), shall be observed for teachers who are displaced from LES Career Ladder positions. A displaced LES Career Ladder teacher's seniority shall revert to the building seniority he or she possessed prior to his or her movement to the LES Career Ladder position. Beginning in 2015-16, LES Career Ladder teachers will accrue building seniority as would any other teacher, but would concurrently accrue special category seniority while they serve in an LES Career Ladder role.
  - c. Both centrally-assigned and school-based LESs will accrue special category seniority District-wide. In cases of reduction in force within the program, special category seniority will be applied at the end of each two-year term. Therefore, any individual serving in a school-based LES position that does not continue for a second year will have the rights to any vacant LES position at that time, however, he/she cannot displace another LES who has less special category seniority until that individual has completed his/her two-year term. If no LES vacancy exists at the beginning of the subsequent two-year term, an LES displaced after one year will assume the position of any school-based or centrally-assigned LES with less special category seniority. A school-based LES whose position is not continued for a second year will continue to accrue special category seniority while not serving in the role but will not earn the Career Ladder differential until he/she is serving in and LES role at the beginning of the subsequent two-year term. As with other Career Ladder teachers who are impacted by a reduction within a Career Ladder program, his/her ability to remain in the current school assignment for the remainder of the two-year term will be based on building seniority.
  - d. Building seniority provisions related to Career Ladder roles agreed upon by the two parties in a letter dated April 14, 2015 will apply to school-based LES positions. Specifically, teachers serving in a school-based LES role will accrue building seniority as would any other teacher in addition to accruing special category seniority.
  - e. Upon term completion, a teacher serving as a centrally-based Learning Environment

Specialist (including guidance counselors/social workers) will be entitled to return to the school in which he or she most recently served, if there is a vacancy. If there is no vacancy at the time of term completion, he or she will have the rights of a displaced teacher, but will possess the right to return to the school in which he or she most recently served at the first available future vacancy.

- f. There will no longer be a two-term limit applied to individuals serving in the LES role.

## **ARTICLE 142**

### **ACADEMIC COACHES**

#### 1. Academic Coach Role

- a. The Academic Coach role is intended to provide teachers with more intense content-specific coaching aimed at improving classroom instruction and increasing student outcomes by streamlining the duties of the role to focus solely on full-time content specific coaching.
- b. The role will take two forms, a Literacy Academic Coach and a Math Academic Coach.
- c. Generally, Academic Coaches will serve within K-12 schools, will design and deliver customized professional development within a school, and will support interventions. They will have no teaching schedule, but rather will provide coaching support full-time.
- d. Evidence collected during Academic Coach classroom observations and other support will not be shared with the administrator and will not contribute to a teacher's summative rating. School leaders will continue to engage in their own cycles of observation and feedback with teachers also receiving Academic Coach support. In cases where significant teacher performance concerns exist and the efforts of the Academic Coach do not result in adequate improvement, support will transition from the Academic Coach to the school leader.

#### 2. Academic Coach Employment Provisions

- a. The annual differential for this role will be up to \$9,000. This reflects a \$5,000 effectiveness differential, a standard teacher workday, and \$400 per day for up to 10 additional workdays (for a total of up to 202 workdays per year).
- b. Teachers serving in this role will work the standard teacher workday rather than an extended 8 hour day.
- c. In the 2017-18 school year, Academic Coaches will work ten additional days beyond the regular teacher work year, beginning in summer 2017. This number may vary in future years, but in all cases the days will be scheduled by March 1 of the preceding school year unless the parties agree to an extension of this date.
- d. Academic Coaches will serve two-year terms. Current practices regarding career ladder term renewal, including required demonstration of effective practice, will apply to this role.

#### 3. Academic Coach Seniority Provisions

- a. Academic Coaches will have special category seniority, by certification, District-wide. Accordingly, they are protected from school-based reductions in force but not from furloughs where system seniority shall be applied.
- b. Literacy Academic Coaches will be school-based roles. As a result, building seniority provisions related to Career Ladder roles agreed upon by the two parties in a letter dated April 14, 2015 will apply. Specifically, teachers serving in a school-based Literacy Academic Coach role will accrue building seniority as would any other teacher in addition to accruing special category seniority.
- c. Math Academic Coaches will be centrally-based roles serving a caseload of schools. As a result, teachers serving in a centrally-based Math Academic Coach role will not

accrue building seniority, but will accrue special category seniority. Upon term completion, a teacher serving in this role will be entitled to return to the school in which he or she most recently served, if there is a vacancy. If there is no vacancy at the time of term completion, he or she will have the rights of a displaced teacher, but will possess the right to return to the school in which he or she most recently served at the first available future vacancy.

## **ARTICLE 143**

### **SENIORITY ISSUES RELATED TO CAREER OPPORTUNITIES**

1. In the event of school closings, Career Ladder teachers will be considered as displaced teachers but will have first right to any vacancies which occur in the Career Ladder role from which they were displaced due to school closings.
2. If a career ladder teacher is displaced from a school due to a reduction in force, then he or she will have a right to fill a vacancy at the school for which he or she is qualified as an involuntary transfer.
3. As with all teachers who voluntarily transfer to another school, a teacher who transfers schools to assume a Career Ladder role would take with them half of their system seniority as their new building seniority. This provision will be applied beginning with teachers moving into Career Ladder roles effective for the 2015-16 school year. In order to incentivize movement into highest needs schools, a teacher who transfers into a school designated as high-needs would take with them either half of their system seniority as their building seniority or all of their building seniority which ever is greater. This aligns with existing rules regarding teachers who transfer to another school as an involuntary transfer.
4. For purposes of executing the above provision regarding building seniority in cases where teachers transfer into high-needs schools to assume a Career Ladder position, high-needs schools will be defined as those categorized by the Pennsylvania Department of Education as Priority, Focus or in the bottom 15% of the state. This will be the definition for the purpose of staffing Career Ladder roles for 2015-16 only, and may be revisited in future years
5. In the event of a non-Career Ladder position reduction within a school, Career Ladder teachers would be protected due to special category seniority.
6. In the event of a reduction within or the elimination of a Career Ladder program, reductions would be made according to special category seniority. Building seniority would then determine those individuals' ability to remain in the school.
7. Beginning in the 2015-16 school year, in the event that a Career Ladder teacher chooses to voluntarily exit his or her Career Ladder role at the end of a term, or in case that a Career Ladder teacher does not meet the standard for performance and therefore is involuntarily exited from a Career Ladder role, the application of building seniority will depend on whether the Career Ladder teacher held a position in the building when the teacher entered the Career Ladder role:
  - a. If the teacher held a position in the building immediately prior to entering the Career Ladder role, then his or her building seniority at the time of entering the Career Ladder role plus any building seniority accrued beginning in 2015-16 would determine such individual's ability to remain in the school.
  - b. If the teacher did not hold a position in the building immediately prior to entering the Career Ladder role, then the amount of consecutive special category seniority accrued during the time in the Career Ladder role in that building will be compared to the building seniority of other teachers with the same certifications to determine if the exiting Career Ladder teacher will stay in the building. The Career Ladder teacher's building seniority brought with him or her when moving into the building will not factor into the determination. If the exiting Career Ladder teacher remains in the building, then his or her building seniority will total his or her building seniority at the time of entry into the Career Ladder role, plus any subsequent building seniority accrued while serving in the Career Ladder role.

## ARTICLE 144

### Term of the Agreement

This Agreement covers the period beginning on July 1, 2015 and ending at 11:59 p.m. on Tuesday, June 30, 2024, a period that encompasses three separate agreements negotiated between the parties during that time. The first agreement was an extension agreement covering the period beginning on July 1, 2015 and ending on June 30, 2017. The extension agreement was signed by representatives of the parties on April 21, 2016 and was subsequently ratified by both parties. The second agreement was a tentative agreement covering the period beginning on July 1, 2017 and ending on June 30, 2020. The tentative agreement was signed by representatives of the parties on February 27, 2018 and was subsequently ratified by both parties. The third agreement was a tentative agreement covering the period July 1, 2020 and ending on June 30, 2024. The tentative agreement was signed by representatives of the parties on July 30, 2021 and subsequently ratified by both parties. During the term of the Agreement, the Federation will not authorize, permit, or condone any work stoppage, slowdown, or other form of curtailment of effort, and the Board or its staff will not authorize or permit any lockout of Federation members or other persons covered by this Agreement.

The parties recognize that the ratification of this Agreement extends to forty-eight (48) years, February 1976 through June 2024, the time period during which there has been no strike. This has assured and continues to assure both effective and uninterrupted education to students, to their parents and guardians, and to the entire citizenry of Pittsburgh.

IN WITNESS WHEREOF, the parties hereto have set their hands this 5th day of August, 2021.

BOARD OF EDUCATION,  
School District of Pittsburgh



Sylvia C. Wilson  
President of the Board



Cynthia Falls  
Board Member and Chair of  
Negotiations Committee



Board Member and Co-Chair of  
Negotiations Committee

\_\_\_\_\_



Anthony D. Hunter, Ed.D., Superintendent of  
Schools and Secretary



Chief Financial Officer

PITTSBURGH FEDERATION OF  
TEACHERS

Local 400, American Federation of Teachers,  
AFL-CIO



President and Chief Negotiator



William T. Hileman  
Vice President for Middle Schools



Harold Grant  
Parliamentarian

## **MEMORANDUM OF UNDERSTANDING – PROFESSIONALISM AND EDUCATION PARTNERSHIP (PEP)**

1. The parties agree that PEP is a permanent process and structure and that it will continue to provide an ongoing opportunity for teachers and administrators to work together to advance the professionalization of teaching and to improve the education of students. The Memorandum of Understanding on Teacher Professionalism Project (TPP) shall be continued, and it shall be conducted under applicable provisions of the original September 1985 TPP Memorandum of Understanding. In September 1988, the Project was renamed “Pittsburgh Professionalism and Education Partnership (PEP)” with the goal of developing teacher leadership and elevating teacher voice while promoting:
  - a. Greater teacher professionalism and a strong, accepted professional role for practicing classroom teachers
  - b. A fundamental teacher role in staff development and in worthwhile in-service programs
  - c. Career-type, expanded professional responsibilities for continuing classroom teachers
  - d. Increased professional interaction among practicing classroom teachers
  - e. Teacher involvement in and responsibility for the induction of new teachers into the teaching profession
  - f. Encouragement, incentives, and recognition for teachers to continue throughout their professional careers to function in a teaching capacity with students, rather than to leave the classroom in order to achieve professional advancement, satisfaction, and recognition.
2. To this end, the parties continue their agreement that the PEP process and structure will be maintained as follows:
  - a. There will be three (3) divisions of topics/emphasis:
    - (1) Professional topics
    - (2) Educational topics
    - (3) Personnel, administrative, union, and management topics
  - b. Involvement in the process by teachers and administrators will be fully maintained.
  - c. The School Board President, School Board Labor Counsel, and PFT Labor Counsel will be ex-officio members of the Steering Committee.
  - d. The Steering Committee will be maintained at approximately 24 members plus ex-officio members.
  - e. A continuing objective of PEP will be to promote a much stronger understanding and communication among teachers, principals, and other administrators.
  - f. Original goals for teachers and teaching profession will be maintained in PEP.
  - g. PEP expands the collective bargaining process in a professional way and direction.
  - h. PEP enables items that have contractual implications/significance to be proposed for placement into the next Agreement after intensive participation and development by subcommittees and extensive consideration and consensus by the Steering Committee.
3. Past important PEP topics that have been incorporated into past Collective Bargaining Agreements include:
  - a. Instructional Teacher Leaders
  - b. Site-based Selection
  - c. Internal School Restructuring
4. New topics may be added to PEP by mutual consent. If topics are added, they then become subject to general provisions of the PEP Memorandum of Understanding.

5. Parties will attempt to provide time and compensation for PEP to meet in summer and/or on Saturdays. Outside funding will be sought for this purpose.

The complete compilation of Memorandums of Understanding (MOUs) related to the Teacher Professionalism Project and Pittsburgh Professionalism and Education Partnership can be found in the contract archives.

**MEMORANDUM OF UNDERSTANDING –  
PSERS CLASSIFICATION FOR ADJUNCT TEACHERS  
PITTSBURGH FEDERATION OF TEACHERS  
PITTSBURGH SCHOOL DISTRICT/EMPLOYEE RELATIONS**

The parties will continue their already underway effort to have half-time adjunct teachers classified as “part-time salaried” personnel – insofar as PSERS service credit and reporting are concerned. If this is able to be done, it would augment adjunct teachers’ pension system credit and maximize the computation of the ultimate pension entitlement for half-time adjunct teachers. (Currently, these adjunct teachers are designated as “part-time hourly” personnel. This change, if it were to become effective, would give adjunct teachers slightly more than 50% service credit in PSERS for each year worked.)

1. This change, if it can be made under PSERS rules applying to such matters, will be implemented, on a prospective basis only, as early as the start of the second semester of the 2000-01 school year.
2. The School District, with the continued support and assistance of the PFT, will request that PSERS make the conversion retroactive to the date of original employment for each affected adjunct teacher, provided that such retroactivity does not have any cost to the School District for converting previous adjunct service to a “part-time salaried” status for PSERS purposes. The parties recognize that the retroactive aspect of this PSERS classification agreement, if it can be accomplished, will take some time to implement.

**MEMORANDUM OF UNDERSTANDING –  
SALARY SCHEDULE PLACEMENT FOR NEWLY HIRED TEACHERS;  
SETTLEMENT OF “MIFFLINBURG” ARBITRATION CASE**

This Memorandum deals with salary schedule placement for newly hired teachers at the time of their employment with the Pittsburgh School System, but particularly deals with teachers who were rehired following a break in their Pittsburgh service as well as any teachers who may be rehired in the future.

1. With regard to teachers who had previously taught in the Pittsburgh School System, had a separation in service, and then were rehired:
  - a. If a teacher who formerly had taught in Pittsburgh and then resigned is subsequently rehired, such a teacher shall be given full year-for-year credit for the teacher’s previous teaching service in Pittsburgh when being placed on his/her applicable professional salary schedule at the time of rehire.
  - b. The parties agree to amend the 1992 “Salary Calculation Guide for Newly Hired Teachers and Other Professionals with Prior Service in the Pittsburgh Public Schools,” in order to comply with Section 1.a. above and with existing law (since January 28, 1999) in Pennsylvania.
2. Teachers who served as full-time substitutes in Pittsburgh and who are then hired as regular

teachers shall also continue to receive salary schedule credit for their previous full-time substitute teaching service, in accordance with the 1992 “Salary Schedule Placement Guide” applying to newly hired teachers and other professionals who had prior Pittsburgh experience and in accordance with said “Guide” as it may be amended, through mutual agreement of the parties, during the 2000-01 school year or in a future school year(s).

3. The 1992 “Salary Calculation Guide for Newly Hired Teachers and Other Professionals” who had not previously taught in Pittsburgh shall continue unchanged and unamended, unless the parties mutually agree otherwise in the future.
4. The above provisions, Sections 1., 2., and 3. shall not require any retroactive adjustments in salary schedule placements for teachers nor any retroactive salary payments to teachers.

## **APPENDIX A**

### **INCENTIVE PROGRAM FOR HARD TO STAFF SCHOOLS**

Effective with the internal transfer season of 2022, newly hired teachers and teachers who transfer to a hard-to-staff school shall have the option to participate in an incentive program that, effective with the 2022-2023 school year, includes these provisions:

1. The teacher must agree to a four (4) year commitment to placement in the school.
2. A \$3,000 stipend will be paid in the final paycheck of each year for a total of up to \$12,000 for completing the four (4) year commitment.
3. The stipend shall be prorated based on the percentage of time the teacher spends in the school for any partial year or split assignments.
4. A continuous absence of 6 calendar weeks or more than 15 non-consecutive absence days will also cause the stipend to be prorated (e.g., a three-day absence in one week followed by a two-day absence the following week would constitute 5 non-consecutive days of absence under this provision).
5. Involuntary displacement or furlough before completion of the four (4) year commitment shall not require repayment of stipend monies already received.
6. Teachers in this program may not seek voluntary transfer during their four (4) year commitment unless the District, in its discretion, agrees. A permitted transfer will not require repayment of already received stipend monies.
7. A stipend will not be paid to any teacher receiving an unsatisfactory rating.
8. If the teacher voluntarily separates employment prior to the end of the four (4) year commitment, repayment of already received stipend monies will be required.

**APPENDIX B**  
**Article 52**  
**TEACHER SCHEDULING**

1. No later than March 1 of each school year, schedule preference sheets will be distributed to all teachers at each school. Teachers may then indicate their schedule preference including subject, grade, alternative schedules, shift and time of preparation period. Teachers must return the sheets within one (1) week of the time receiving them.
2. Principals shall review all teachers' preferences, and shall seek further input of the teachers and the instructional cabinet at each school, to determine the schedule assignments that will best meet the needs of each school. The teacher's schedule preference will be honored to the extent possible in the preparation of schedules for the following school year except as provided below.
3. For each school year, District-wide, there shall be 35 assignments within the K-5 grade span that are available to principals as involuntary assignments to complete school schedules District-wide that will best meet the needs of each school. The allocation of 35 involuntary assignments shall be inclusive of the resultant assignments that may be necessary to implement the involuntary assignments (i.e. if a 4th grade teacher is involuntary assigned to 3rd grade, and as a result it is necessary to move a 3rd grade teacher to 4th grade, those moves shall constitute one of the 35 total allocation of involuntary transfers.)
4. The allocated involuntary assignments District-wide set forth in Section 3. above shall be utilized to assign teachers to grade level assignments one grade above or one grade below current grade level assignments for each teacher so assigned.
5. There shall be no more than three involuntary assignments at any one school, not including the resultant assignment, if any.
6. In any event, no teacher can be involuntarily assigned more than once in a five-year period.
7. Any involuntary assignment, if different than a teacher's preference, must consider student data, teacher performance, and other factors consistent with the mission of maximizing student achievement and meeting the goals established by the District. It is expected that a Principal shall meet with a teacher before issuing the schedule should the Principal anticipate making a teaching assignment not consistent with the teacher's preference.
8. Assignments and teaching schedules shall be presented to teachers no later than May 1. Assignments that do not reflect a teacher's preference will contain a rationale as set forth in Section 7 above. It is understood that the assignments may change depending upon staff changes.
9. Should a teacher not agree with an involuntary assignment, the teacher may submit a letter of appeal through the Federation to the Deputy Superintendent to be received no later than two weeks after receiving the assignment. The letter of appeal must contain the reasons upon which the teacher is appealing the assignment. The letter must be delivered by hard copy to the Deputy Superintendent with copies to the Chief of School Performance, the appropriate Assistant Superintendent and the Principal, no later than May 15.

10. All properly documented appeals submitted to Deputy Superintendent by May 15 shall be submitted to expedited arbitration on or before May 20. Mutually selected neutral arbitrator(s) who have been retained by the parties shall hold review hearings with each teacher between June 1 and June 10 each year (or an equivalent 10-day window). At each hearing the Arbitrator shall receive information from the teacher, the principal and the Assistant Superintendent. The teacher may present any information he or she deems relevant. The parties may be represented at the hearing. The hearings will be of an established length of time (e.g. 90 minutes).
11. The Arbitrator shall issue a concise written decision within ten (10) days of the hearing, or the last day of the work year for teachers, whichever is later, and said decision shall contain the rationale for the decision. The involuntary assignment shall be affirmed unless it is determined to be arbitrary and/or capricious. The decision of the Arbitrator shall be final.
12. The Federation will not bring any appeals on behalf of teachers who are impacted by a return to a teacher's preferred assignment pursuant to an arbitrator's decision.
13. The dates referenced above may be adjusted to meet the needs of the parties but shall not cause the final decision to extend beyond the timeline set forth above.
14. The above provisions are not applicable to teachers in the 6-12 grades and schedule assignments in such grades shall continue to be handled as they have in the past such that all efforts will continue to be made to give each teacher at least one or two of the subjects/classes that s/he requests. Principals have the responsibility to complete a master schedule that fulfills the mission of the school.
15. Master schedules for each school will be available and displayed in a convenient place.

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