

COLLECTIVE BARGAINING AGREEMENT
between
UPPER ST. CLAIR EDUCATION ASSOCIATION
and the
BOARD OF EDUCATION
of the
SCHOOL DISTRICT OF
THE TOWNSHIP OF UPPER ST. CLAIR

2009-2010 through 2013-2014

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PREAMBLE

This Agreement, entered into this 25th day of January, 2010, by and between the Board of Education of the School District of Upper St. Clair, Pennsylvania, hereinafter called the "Board", and the Upper St. Clair Education Association, hereinafter called the "Association."

WITNESSED:

Recognizing that providing quality education is the paramount aim of the Board and the Association and that the character of such education depends to a great extent upon the quality and morale of its professional employees; and

WHEREAS, extensive professional negotiations between the Board and the Association have resulted in certain understandings between the parties; and

WHEREAS, the Board recognizes the educational excellence of its professional employees and solicits their advice and suggestions regarding improvements in the educational system; and

WHEREAS, the Association recognizes that the Board has the final responsibility for the executive management and administrative control of the school system, its properties and facilities; and

WHEREAS, the Board and the Association agree that they will not discriminate against any employee on the basis of race, creed, color, national origin, sex, age, marital status or participation or lack of participation in the activities of the Association, or for any other reason during the term of this Agreement.

As used herein, the term "discriminate against" means the exercise of prejudice against an individual having no other reasonable justification or explanation.

NOW, THEREFORE, in consideration of the following mutual covenants, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I
RECOGNITION

The Board hereby recognizes the Association as the exclusive representative for purposes of collective bargaining with respect to wages, hours, terms and conditions of employment for all classifications of employees set forth in the Pennsylvania Labor Relations Board Certification at CASE NO. PERA R-83-328-W and for long-term substitute employees as set forth in Appendix E. Employees in the classification of Curriculum Leader are excluded from the bargaining unit. Employees in the classification of English as a Second Language teachers are included in the bargaining unit.

ARTICLE II
NEGOTIATION OF A SUCCESSOR AGREEMENT

A. Deadline Date

At any time subsequent to December 15, 2013 but prior to January 1, 2014 either party may give written notice of its intention to terminate, alter or amend this Agreement. Meetings between the parties concerning such notice shall begin not later than twenty (20) days after such notification. In the event that no such notification is given, this Agreement shall automatically renew itself from year to year or until timely notice is given, as described above.

B. Modification

This Agreement shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties.

ARTICLE III
GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A "grievance" is hereby defined as:

1. A complaint regarding the meaning, interpretation or application of any provision in this Agreement, or
2. Any arbitrary and capricious change or amendment by the Board of any Board policy concerning which it has a duty to bargain under Act 195, or
3. Any claim that there has been an erroneous interpretation or compliance or application of any Board policy, rule, or regulation not subject to (a) or (b) above and which relates to an individual professional employee in the performance of his duties, shall be processed in accordance with the Policy Review Request procedure adopted by the parties.

B. Purpose

The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both

parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Time Limits

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by-mutual agreement.

Failure of the School District to furnish its answer at any step of this procedure within the specified time limit shall automatically advance the grievance to the next higher step unless the parties have mutually agreed upon an extension of time for the step answer.

2. Year-End Grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as practicable.

3. Informal Conference - Principal or Immediate Superior

An employee or employees with a grievance shall first discuss it with his principal or immediate superior within twenty (20) school days of when the employee knew or reasonably should have known of the event giving rise to the grievance, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

4. Level One

If the matter is not adjusted in the informal conference, then within five (5) school days the complaint shall be reduced to writing on a form agreed upon by the parties and submitted to the principal or immediate superior. The principal, or immediate superior, shall record his answer on the form and return to the employee within five (5) school days.

5. Level Two - Superintendent

If the aggrieved person(s) is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered by the principal or immediate superior within five (5) school days, he may file the grievance with the superintendent. The superintendent, or his designee, shall attempt to schedule a conference within five (5) school days. During said conference, both parties shall make oral presentations of their positions. The superintendent, or his designee, shall issue a written decision within five (5) school days after the close of the conference.

6. Level Three - Arbitration

- (a) If the Association is not satisfied with the disposition of a grievance at Level Two, or if no decision has been rendered within ten (10) school days after the close of the conference at Level Two, the Association may within ten (10) school days after receipt of the written decision by the superintendent, or twenty (20) school days after the grievance was delivered to the superintendent, whichever is sooner, request in writing binding arbitration under Act 195. No grievance may be appealed to arbitration unless the parties have met to discuss the grievance at Level Two.
- (b) Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request may be made to the Pennsylvania Bureau of Mediation for a panel of seven (7) arbitrators, each of whom must be a member of the National Academy of Arbitrators. The Association and then the Board shall alternately strike three (3) names each and the remaining person shall be the arbitrator.
- (c) The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than thirty (30) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and may set forth his findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.
- (d) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses, including those of a court reporter, shall be paid by the party incurring/requesting same.

D. Rights of Employees to Representation

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present at all stages of the grievance procedure.

E. Miscellaneous

1. Group Grievance

If in the judgment of the Association a grievance affects a group or class of employees or the Association as such, the Association may submit such grievance in writing within thirty (30) school days to the superintendent directly and the processing of such grievance shall be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so. In a group grievance the Level Two conference requirements shall be extended from the normal five (5) to ten (10) school days.

2. School Board Grievance

The Board through the superintendent may process a grievance against the Association, but not against any individual professional employee, regarding the meaning, interpretation or application of any provision of this Agreement, such grievance to be filed originally at Level Two of this grievance procedure. The filing of the grievance would be done by presenting the Association with the proper forms. A conference shall be held at Level Two on such a grievance before it may be referred to arbitration in accordance with Level Three of this grievance procedure.

3. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

4. Forms

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

5. Meetings and Hearings

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

No employee shall suffer loss of pay for time spent during regularly scheduled working hours in attending hearings provided for in the Grievance Procedure.

6. Policy Review Request Procedure

a. The Policy Review Request Procedure shall be the same as this grievance procedure through Level Two.

b. If the aggrieved party is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the superintendent,

the aggrieved party may notify the Board, in writing, of a desire for a conference on the policy review request. The conference between the Board or a designated sub-committee and the grievant shall be held within ten (10) school days of receipt of such notice. The Board shall notify the grievant of its decision in writing, within ten (10) school days of the date of the conference.

Thereafter, there shall be no further appeal of this grievance under this grievance procedure.

7. Association Right of Appeal

The Association shall have the right to initiate or appeal any grievance.

ARTICLE IV
PROFESSIONAL EMPLOYEES RIGHTS AND PRIVILEGES

A. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any professional employee such rights as he may have under the Public School Code of 1949 as amended, or the Public Employee Relations Act, Act 195, or other applicable laws and regulations.

B. Management Clause

All rights and privileges granted to the Board of School Directors under the School Code are reserved to the Administration of the School District. The Association recognizes that it is the right and responsibility of the Board to manage the District to achieve what it determines to be the maximum degree of educational excellence. The exercise of such rights shall not deprive any employee of any rights expressly provided by a provision of this Agreement. These rights and responsibilities of the Board shall include (but are not limited to) the right to direct the work of employees covered by this Agreement, to schedule and to assign work, to establish reasonable rules and regulations, to hire employees and to discipline or discharge employees for just cause. Any disciplinary action shall be subject to the grievance procedure. All information forming the basis for disciplinary action will be made available to the employees involved and, with his/her consent, to the Association.

C. Required Meetings or Hearings

Whenever any professional employee is required to appear before the superintendent, Board, or any committee or member thereof, concerning any matter which could adversely affect the continuation of that employee in his office, position, or employment or the salary or any increments pertaining thereto, then he shall be given:

1. All notices in writing.
2. The schedule date which shall be at least twenty-four (24) hours from receipt of the notice, unless an emergency arises.
3. The reason(s) for the meeting or interview.

4. The person(s) who will attend.
5. The right to have an Association representative attend the meeting.

If the administration of discipline is delegated to a principal, then this Article shall apply to any conference related thereto.

D. Evaluation of Students

The teacher shall maintain the right and responsibility to determine grades and other evaluations of students within the existing framework of the grading policy of the School District. No grade or evaluation shall be changed without prior consultation with the teacher involved. If a grade is changed by an administrator, the administrator changing the grade shall sign a grade change form which will be attached to the student's file.

E. Release Time for Professional Studies

Subject to the staffing needs of the School District at any particular time, teachers will normally be permitted to leave school before the end of the teacher day, but not prior to the end of the student day unless approved at the Superintendent's sole discretion, in order to continue their professional studies. Requests are generally recognized for one (1) semester. Requests must be submitted in writing and the denial of request to leave school prior to the end of the teacher day shall not be arbitrary or capricious.

F. Rights to Personnel File

Any teacher upon request shall have the right to inspect official supervisory evaluations pertaining to the teacher's performance. Other personnel file contents may also be inspected in accordance with the provisions of Act 286 of 1978 and other applicable laws.

No derogatory material shall be placed in an employee's personnel file without a conference and review of material with said employee. The employee shall acknowledge by signature that he has reviewed the material, and may include in the file a rebuttal to said material.

G. Selection of Curriculum Leaders

The Administration will give due regard to any and all teacher recommendations concerning appointment of curriculum leaders.

Any grievance concerning the above provision shall be subject to the limitations set forth in the Policy Review Request Procedure set forth in the Contract.

H. Notification and Investigation of Complaints or Other Employee Related Matters

The Administration shall inform the employee within ten (10) school days when or if serious allegations or complaints are received concerning the teacher's professional responsibilities. The Administration shall meet with the employee to apprise the employee of the full nature of the complaint and they shall attempt to resolve the matter informally. The parties will cooperate in the investigation of such matters in order to insure that they are resolved in the best interests of the education of our children.

When in the course of any investigation it becomes clear that an employee participating in the investigation may be disciplined because of the matter under investigation, then the employee shall be so advised, in writing, and the matter will thereafter be treated under Article IV-C of this Agreement.

At any time during an investigation under this Article, an employee may request a written statement from the investigating administrator concerning the possibility of discipline. If the administration response is that such possibility exists then the employee may elect to invoke Article IV-C of this Agreement. If the administration response is that discipline is not involved then the investigation will continue without interruption.

As used in this Article, discipline means the issuance of a written disciplinary warning, disciplinary time-off or termination. Oral warnings, adverse observation comments, and/or evaluation entries for competencies do not constitute discipline.

The Association will be sent the date and name of any Article IV-C notices. No Association official or member will initiate, directly or indirectly, contact with said employee concerning such matters.

I. Psychological Stress Testing of Employees

No employee shall be asked by the District to take any psychological stress measurement test such as polygraph, voice test, etc.

J. Medical Examinations

When the District directs a professional employee to undergo a medical examination, every effort will be made, including consultation with the employee's own physician, to assure that the referral is to a specialist in the field of the problem; and where possible a choice will be offered. The District will pay the cost of the examination.

ARTICLE V
ASSOCIATION RIGHTS AND PRIVILEGES

A. Information

Upon request by the Association, the Board will make available such information as is relevant to negotiations and/or the administration of this Collective Bargaining Agreement.

The Board shall make available for inspection by the Association copies of the monthly Board meeting minutes.

B. Bulletin Boards

The Association shall have the right to maintain a bulletin board in each faculty lounge.

C. School Mailboxes

The Association shall have the right to reasonable use of in-school mailboxes. Use of in-school mail is prohibited by federal law.

D. Brief Announcement

Upon request to the building principal, a single brief announcement concerning the time and place of an Association meeting will be made over the speaker system at the beginning or end of the regular school or workshop day.

E. Exclusive Rights

The rights and privileges of the Association and its representatives, as set forth in this Section, shall be granted only to the Association as the exclusive bargaining representative and to no other organization seeking to represent employees.

F. Orientation and School Opening Meetings

The Association shall be allowed ten (10) minutes on the agenda of the orientation program for newly hired employees to explain services available through the Association. In each building the Association shall also be given ten (10) minutes on the agenda of the first general meeting of all employees at the opening of school. The Association shall give the superintendent a two (2) day advance notice of its intention to speak at said meetings.

G. Use of School Facilities and Equipment

The Association may use the in-school mail to distribute Association correspondence to employees and, upon approval of the Principal, building classrooms for Association meetings. The School District's computers, fax machines and other equipment shall not be used for Association business. Photocopiers may be used by the Association but the Association will provide its own paper.

H. Participation in Meetings During Working Hours

Whenever members of the bargaining unit are mutually scheduled by the parties to participate during working hours in conference meetings or in negotiations respecting the Collective Bargaining Agreement, they shall suffer no loss in pay.

The District has no obligation to schedule any such meetings during the working hours.

I. Leaves

A maximum of two (2) employees who are elected or appointed to full-time positions with the AFT Pennsylvania or the American Federation of Teachers will, upon proper application, be released from duty no later than the beginning of the semester following the appointment.

Those employees 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. The AFT Pennsylvania or AFT shall reimburse the District in full for all salary costs, benefit costs, and employer costs incurred by the District in releasing employees from duty. Such employee may return to duty at the start of a school year and placement in the unit shall be consistent with the employee's then current teaching certifications and rights under this Agreement. Exceptions may be mutually agreed upon by both parties.

J. Conventions

The Association shall be entitled to a total of ten (10) leave days per year to attend conventions, seminars and workshops.

Leave days shall be without pay, however, the employee may use personal days or, if the Association reimburses the District, the days may be paid as days worked.

A maximum of two (2) employees may be absent on any one (1) day. Two (2) weeks advance notice is required and release is subject to the needs of the school system.

ARTICLE VI
EMPLOYEE WORK YEAR

A. Employee Work Year

For the term of this Agreement the student instructional year will be 183 days. Consistent with Section B of this Article, employees may be scheduled to work fourteen in-service days. All in-service days will be contiguous to the student year and will be designated on the School Calendar. The School Calendar shall be adopted and/or modified by the School Board consistent with the School Code.

B. In-Service Days

Effective for the term of this Agreement, five in-service days each year will be designated for classroom management. Administrators will not schedule group formal meetings on these days. The classroom management days will be scheduled as follows:

- One classroom management day must be worked during the two weeks prior to the first day of school.
- One after the last day of the first nine weeks grading period and prior to the day grades must be submitted to the Principal.
- One after the last day of the second nine weeks grading period and prior to the day grades must be submitted to the Principal.
- One after the last day of the third nine weeks grading period and prior to the day grades must be submitted to the Principal.
- One after the last day of the fourth nine weeks grading period and prior to the day grades must be submitted to the Principal.

Also, one of the fourteen in-service days (for example, the day after Easter) will be scheduled as a “flex” day. Hours worked during the summer prior to the school year in Staff Development classes, curriculum workshops, or Option Phase projects which qualify as Staff Development, will satisfy the 6-hour flex day requirement. The in-service day that may be flexed will be designated by the Superintendent at the adoption of the school calendar.

In addition to in-service days, all employees will also attend up to 6 hours of Staff Development **activities** each year prior to the end of the school year. These **activities**

will be presented in three-hour blocks outside of the normal teaching hours at no additional pay. The subjects to be covered and dates and times of programs will be determined through the Act 48 process. Hours worked during the summer preceding the school year in Staff Development **activities** and curriculum workshops will apply to the 6-hour staff development requirement.

In-service days, other than classroom management days, may be scheduled in full-day or half-day increments. Half-day in-service days may be held on days when students have one-half day of instruction and are dismissed early. Full-day in-service days shall be for seven and one-half (7-1/2) hours beginning and ending at the same time for all schools and shall include a ninety (90) minute lunch.

All employees new to the School District may be required to attend a total of four (4) additional days of training and orientation provided by the School District within the first three full school years of their employment at no additional pay. Such days are in addition to the work year.

C. Attendance At Open House

Each building may hold one (1) or two (2) Open House-type events each school year. These shall be designed to provide substantive information to parents. Attendance at such events shall be mandatory for all employees working in the building. Equivalent time off will be provided to employees required to attend the event on the day the event is held. **The dates of Open Houses will be indicated at the adoption of the School Calendar, provided that Open Houses may be rescheduled due to emergency situations. If the Association desires to make recommendations as to the content and structure of a second Open House scheduled in any building, the building principal and a member of Central Office administration will meet with the Association and carefully consider all input. In addition, if the Association requests, the meeting will be held on a level-wide basis, i.e., the three elementary schools or the two middle schools, to allow for greater consistency between second Open House events at the same level.**

D. Kindergarten Orientation

Kindergarten orientation will not be conducted during the pre-school in-service day or classroom management day.

ARTICLE VII
EMPLOYEE WORK DAY

A. Length of Day

The length of the normal employee day shall be eight hours on Monday through Thursday, and seven and one-half hours on Friday and on the day prior to Thanksgiving, Winter and Spring Breaks, if scheduled. Time at the end of an employee's work day when the employee does not have direct responsibility for students in a classroom will be spent by the employee performing other duties and assignments inherent to the profession, including, but not limited to, preparing lessons, grading, compiling or processing data, conferring with administrators or other teachers on issues, meeting with students and/or parents, performing IEP-related functions, etc.

While the normal employee day shall be eight hours on Monday through Thursday, the length of the student day will not increase from the current levels of 6 hours and 45 minutes in the Elementary Schools, 6 hours and 40 minutes in the Middle Schools, and 6 hours and 50 minutes in the High School, provided that the District retains the right to change the start and end times of the employee and/or student day. The following Table is set forth solely to illustrate the start and end times currently in effect in the District:

	<u>Employee Start Time</u>	<u>Student Start Time</u>	<u>Student End of Day</u>	<u>Employee End of Day</u>
High School	7:05 AM	7:30 AM	2:20 PM	3:05 PM
Elementary	7:30 AM	7:55 AM	2:40 PM	3:30 PM
Middle School	7:55 AM	8:35 AM	3:15 PM	3:55 PM

The regular scheduled workday for all full-time employees will be scheduled between 7:00 a.m. and 5:00 p.m. and the workday will run continuously, without a split shift, from the scheduled starting time. (This does not restrict the scheduling of other time, without extra pay, outside of these times, for example for faculty meetings, open houses, meeting with parents.) The majority of full-time regular classroom employees working in the same building will work the same schedule, *i.e.*, starting and ending times, although different buildings may have different schedules, as may persons working in more than one building. The School District has the right to schedule employees to work schedules between 7:00 a.m. and 5:00 p.m. with different starting and ending times from the majority of other employees in the building and to establish and change starting times. If an employee is scheduled in a school to work outside the normal school day, normal administrative or staff support will be provided in the District.

B. Credit for Partial Day Attendance

The Association and the School District recognize the disruption which occurs when the employees come late or leave early.

All employees will make every effort to work the full teaching day. At times because of an emergency or an unusual circumstance an employee may not be able to report to work at the usual starting time or must absent himself from work before the end of the school day. Such events will be promptly reported and explained.

If approved by the superintendent or his designee, the following guidelines shall apply.

1. If an employee arrives at school within two (2) hours of the starting time, he shall be given credit for a full day.
2. If an employee arrives later than two (2) hours after the starting time but at least two (2) hours before the closing time, he shall be given credit for a half-day of work.
3. If an employee arrives within two (2) hours or less of the closing time, he shall be given no credit for the working day.

4. If an employee must leave school within the first two (2) hours of the school day, he shall be considered absent for a full day.
5. If an employee must leave school two (2) hours or more after the starting time but before the last two (2) hours of the school day, he shall be considered absent for one-half day.
6. If an employee must leave school within two (2) hours or less of the closing time, he shall not be considered absent for that day.

Approval shall not be arbitrarily or capriciously denied. Repeated or chronic lateness or early departure shall be cause for disciplinary action. It is the intention of both parties to administer this provision so as to optimize the availability and use of professional staff, but it is also recognized that this clause is not intended to conflict with or be used in substitution for the use of personal days as defined in Article XII of this Agreement.

C. Less Than Full-Time Positions

See Article IX-J.

D. Professional Meetings

Employees shall attend up to three (3) regularly scheduled meetings per month at the end of the work day. The meeting time may be used for administrative faculty meetings, curriculum meetings and other necessary District business. These meetings will normally be held on Wednesdays. Employees will not be responsible for any of the preparation required to conduct these meetings. Employees may act as group facilitators during the meetings. In each case, the administrator in charge of the meeting shall designate the time, place, and all other necessary arrangements. Notice will be given of the time and place of the meeting. All employees are required to attend the entire meeting, unless the employee is excused from all or part of the meeting by an administrator. Such meetings shall not extend more than one hour beyond the end of the workday. Special building meetings, when necessary, may also be called with the provision that adequate notice is given.

In addition, the Superintendent shall at his discretion hold periodic meetings for the purpose of discussion relative to pertinent District matters.

E. Rescheduling

The District has the right to require each employee to work the total number of days stated in Article VII-A. In the event of an unplanned situation impacting one or more schools, but which does not cancel school for the entire school district, (*e.g.*, power disruption, water problem, heating problem, etc.), the District may elect to cancel school (and to cancel work for employees) on a building-by-building basis. The District may thereafter set a revised schedule for the effected employees to reschedule the missed time with no additional pay. The revised schedule will credit time worked on the cancelled day as follows: If school was cancelled less than two hours prior to the scheduled starting time or after the scheduled reporting time, employees who signed in will be given credit for time worked from the starting time to the time the general announcement is made that employees are permitted to leave the building.

Changes to the school calendar in response to unplanned school closures impacting the entire school district, (e.g., snow storms) are not covered by this provision and will continue to be made as in the past.

ARTICLE VIII **WORKING CONDITIONS**

A. Lunch Period

All professional employees shall have a duty-free lunch period of at least thirty (30) minutes. Employees will be permitted to eat lunch, during their duty-free lunch period, in the designated lunch area, in their classroom/workroom (subject to any health department regulations, requirements or similar laws) or, if approved by the principal, in other areas of the building. In all cases, employees must properly dispose of open food products.

Employees may leave the building during the duty-free lunch period for personal reasons with prior permission of the principal.

B. Preparation Time

The School District will schedule high school and middle school teachers for a minimum of two hundred-fifty (250) minutes per week preparation time during the student day; no segment will be less than twenty (20) minutes. Other scheduled time will also be used for instructional preparation, student or parent meetings and other professional activities.

Elementary teachers will also be scheduled for a minimum of two hundred-fifty (250) minutes per week during the work day. No segment will be less than twenty (20) minutes. Other unscheduled time will also be used for instructional preparation, student or parent meetings and other professional activities. The school district will endeavor to schedule as much of this preparation time as feasible during the student day.

Elementary teachers with homeroom assignments will be scheduled for a twenty-five (25) minute duty-free preparation period beginning with teacher reporting time. During this time students will not enter their homerooms unless authorized to do so by a teacher for remedial purpose. "First bell" will sound after this twenty-five (25) minute period. Second bell will ring fifteen (15) minutes later. Students will be free to enter their homeroom after first bell has sounded. Special subject teachers will not supervise children during this twenty-five (25) minute period.

Any teacher who is assigned to classroom coverage by the School District during his or her prep period will be paid \$25.00 for a full prep period (*i.e.*, approximately 50 minutes) or \$12.50 for one-half prep period.

C. Safe Working Conditions

The District will make reasonable provisions for the safety and health of its employees in the schools during the hours of their employment. The parties will continue to maintain a Safety Committee and cooperate in the objective of eliminating accidents and providing a safe work place.

An employee may report, in writing, any new or changed environmental condition which develops in a school building, which the employee believes has created an unsafe condition, to the Director of Human Resources. The employee making the report must provide as much detail as possible explaining the basis for the report. The reported condition will be carefully evaluated and the District will take appropriate remedial action, if necessary, consistent with this provision.

D. Travel

1. Use of Personal Transportation

Employees shall not be required to drive students to activities which take place away from the school building. An employee may do so voluntarily, however, with the advance approval of the principal or immediate supervisor and shall be reimbursed as provided below.

2. Travel Between Buildings

a. Employees required in the course of their work and having prior administrative authorization to drive personal automobiles from one (1) school building to another shall be reimbursed as provided below. The same reimbursement shall be given for use of personal cars for field trips or other business of the District with prior approval of administration.

b. Employees who travel between buildings will receive a minimum of twenty (20) minutes between teaching assignments when travel time is involved. Additional time or other accommodation will be provided in individual situations if required by the length of time necessary to travel, park and walk to the classroom.

3. Reimbursement for Travel Expense

The mileage allowance under this Agreement shall be the applicable Internal Revenue Service rate and such rate will be adjusted when the IRS rate changes.

E. Elementary Schedule Break

Any elementary schedule which includes more than three (3) hours of consecutive teaching time, other than as a team teacher, will also include one ten (10) minute scheduled break. Necessary provisions will be made for personal hygiene needs.

For teachers with a homeroom assignment, the sounding of the first bell will begin the “more than three (3) hours of consecutive teaching time” mentioned above.

F. Parent/Teacher Conferences

The School District and the Association jointly support the maximum possible open communication between and among parents, students and teachers.

Direct contact, by phone or in person, between parents and teachers is encouraged. Teachers will facilitate requested parent meetings as soon as possible. Teachers will continue to schedule conferences in a professional manner. If a conference is scheduled by a teacher beyond the normal teacher day, the principal must approve the time and

place. The building principal or associate building principal will be present in the building during such conference time.

A teacher may not be required to participate in a parental meeting about which he/she has had no prior notice. No teacher is required to accept unwarranted aggressive or abusive behavior during parent meetings. When it appears that such behavior is imminent or does occur, the teacher shall immediately transfer the meeting to the building principal's supervision. In any teacher/parent meeting, the principal shall be responsible for maintaining decorum and mutual respect among all parties present.

ARTICLE IX **PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS**

A. Notification of Work Schedule

All teachers shall be given written notice of their schedules (grade level, subject areas, and number of classes where applicable) for the forthcoming year no later than the preceding 1st day of July. In the event that changes in such schedules are proposed, all employees affected shall be notified promptly and consulted, if available, through normal means of communications.

B. High School Assignments and Scheduling

No high school teaching schedule will exceed 1575 minutes of responsibility time weekly. Early morning or homeroom assignments may add a maximum of 100 minutes per week. The 1575 minutes of responsibility time shall include up to 1250 teaching minutes and the remainder of the responsibility time may include assignments such as, but not limited to, resource center, computer room, hall monitoring, tutoring, independent study, advisor time, project advisor, study hall or cafeteria duty. The School District recognizes that high school teachers generally are not best utilized when assigned to hall monitoring or cafeteria duty and will attempt to limit the number of such assignments. In subjects where student enrollment is otherwise insufficient to warrant offering the subject, an additional 250 teaching minutes may be added. In addition, a limited number of teachers will be allowed to voluntarily assume an additional 250 teaching minutes so long as it does not cause the reduction of a current teacher. **Up to fifteen (15) teachers may be required to assume an additional 250 minutes of teaching time in order to permit the Administration to schedule additional sections of classes to accommodate scheduling needs. Such assignments will not be made if the assignment will cause the furlough of a current high school teacher. Teachers will not be assigned a full 250 additional minutes in more than two consecutive years, unless the teacher voluntarily assumes the additional section in successive years.** Any teacher teaching the additional 250 minutes will not be assigned the remaining 75 responsibility minutes, including other class coverage.

An employee who is assigned to more than 50 mods but less than 60 mods per week will be assigned to additional responsibilities by subtracting the total number of teaching mods from 63 mods and dividing the difference in half. Sixty-three mods represent 1575 minutes of weekly responsibility time. The following table is for clarification:

Number of Mods taught	Calculation	Duty
51	$63 - 51 = 12 \div 2$	= 6 mods
52	$63 - 52 = 11 \div 2$	= 6 mods
53	$63 - 53 = 10 \div 2$	= 5 mods
54	$63 - 54 = 9 \div 2$	= 5 mods
55	$63 - 55 = 8 \div 2$	= 4 mods
56	$63 - 56 = 7 \div 2$	= 4 mods
57	$63 - 57 = 6 \div 2$	= 3 mods
58	$63 - 58 = 5 \div 2$	= 3 mods
59	$63 - 59 = 4 \div 2$	= 2 mods

C. Preferential Treatment

1. In accordance with present practice, in the filling of teaching positions for classes beyond the school day, on Saturdays, and during the summer, fullest consideration shall be given to the qualifications of all applicants. Other things being equal, the Administration shall give preference to regular, full-time teachers in the Upper St. Clair School District for said positions. The decision of the Administration shall be final and binding and shall not be subject to the grievance procedure of this Agreement. However, upon request, the decision of the Administration shall be explained to any member of the bargaining unit who has previously applied for the position in question.
2. All work on Saturdays, after-school and during the summer will be paid for at the salary rate set forth in Article XVI, paragraph F-1 of this Agreement.

D. Posting of Vacancies

1. Whenever the School District exercises its managerial responsibility and elects to fill a first level administrative, specialist, or instructional vacancy (full-time or part-time), the Administration shall promptly post notice thereof in the administrative office of each building. Said notice shall remain posted for at least **five (5)** working days before the position is permanently filled. A copy of the posting will be given to the Association.
2. During the summer months, notice of vacancy postings will be posted on the District's website and listed on the District's Job Posting Hotline.
3. Whenever possible, instructional vacancies shall be filled by a certified professional employee, normally within thirty (30) days of the removal of the posting.
4. Posting of bargaining unit vacancies is for the purpose of informing employees of available vacancies and does not constitute any offer or guarantee of

promotion since it is necessary for the District to consider several factors in making its final decision concerning filling of any vacancies. Seniority shall be given consideration in the filling of vacancies.

5. Upon request, applicants shall be informed of the employee filling the vacancy and the basis for selection.

E. Seniority

1. Seniority will begin on the first day an employee commences work during the school year in which he/she has been most recently hired for a professional position. Beginning with August 24, 1983 part-time employees will be credited, for seniority purposes, with the same amount of seniority for each school year as full-time employees, so long as such crediting is not in violation of law.
2. Seniority will accrue during periods of continuous employment, approved leave, or furlough if the employee annually notifies the District in writing of his/her current address and willingness to return to employment. This notice shall normally be submitted in May of each year.
3. In the event that a long-term substitute is initially hired after August 24, 1983 as a TPE/P.E., all work time contiguous to the TPE/P.E. hiring shall be credited to the employee's seniority.
4. Tie-Breakers - in order of use
 - a. Past service to the District as long-term substitute or contract employee shall function as a tie-breaker in any seniority decisions.
 - b. Date of hire shall continue to be a tie-breaker.
 - c. Lottery shall be a tie-breaker.
5. Professional employees who as a result of furlough accept employment as "replacement employees" shall continue to be professional employees and shall suffer no professional disadvantages. Replacement employees are professional employees filling temporary vacancies.
6. The District will make available to the Association a seniority list including every bargaining unit member's name, latest date of hire, and areas of current certification. The District will update this list annually, based upon most current information supplied by the bargaining unit members. The list will be available to the Association by November 1 of the school year.
7. Seniority lists by years of service and by department will be posted in each building for thirty (30) calendar days beginning November 5 of each year. If no objections or corrections occur, the list shall be considered final. Disputes shall be subject to the grievance procedure. The list shall include Curriculum Leaders, Principals and other Administrators who have previously taught in the District and are still tenured.
8. When an employee asserts that a certification is applicable in the case of a promotion, furlough or recall and there is no proof of such certification in the employee's district personnel file, the employer shall not be held liable for any

pay or benefit or other obligation arising out of such certification until thirty (30) days after proof of such certification is given to the School District personnel office.

F. Seniority Rights for Long-Term Substitute Employees

1. Long-term substitute employees shall be placed upon a separate seniority list when they have taught more than four (4) consecutive semesters as a long-term substitute beginning August 24, 1983.
2. Seniority shall be based upon actual teaching time after August 24, 1983.
3. Seniority shall be broken by:
 - a. Resignation
 - b. Discharge for cause
 - c. Laid-off more than twenty-four (24) months
 - d. Failure to return to work after an approved leave of absence.
 - e. Absence due to illness or injury for more than twenty-four (24) months unless carried by workers' compensation in which case employees must return at the beginning of the next semester after discontinuation of benefit.
4. The School District may in its sole discretion, terminate a non-seniority long-term substitute at any time subject to Local Agency Law.
5. In cases of layoff, a more senior long-term substitute may displace, within certification, the least senior long-term substitute with or without seniority.
6. All long-term substitutes may bid for posted vacancies, within certification.

G. Reduction in Force

1. If reduction of staff becomes necessary, it shall be done in accordance with the Pennsylvania School Code. The District shall make every effort to accomplish any necessary reduction in force through attrition, *i.e.*, retirement, resignation, leave, etc. If this is not possible, it is recognized by the parties that it will be necessary for the District to furlough (suspend) professional employees. Furloughed employees shall receive notice at least sixty (60) days prior to the beginning of their next semester of employment.
2. Employees who face layoff shall continue to be entitled to employment as replacement employees each year before any new employees may be hired into such positions. In the event that employees who otherwise would be laid off are employed as replacement employees, such employment shall continue to be made as close as possible to the first employee day of the school year.
3. An employee shall continue to receive system seniority credit at the time of layoff in all areas of certification he/she may hold, regardless of which certification(s) he/she has taught in or is currently teaching in.

- a. A more senior employee shall continue not to be involuntarily realigned into one of his/her alternative certifications in order to forestall the layoff of a less senior employee in the certification area in which the more senior employee is currently teaching.
 - b. A employee may not voluntarily switch to an alternative certification area at a time of layoff if by doing so he or she causes the layoff in that certification area of an employee who would otherwise not be laid off, unless the voluntary switch prevents the layoff of an employee who is senior to the employee who is caused to be laid off by the voluntary switch.
 - c. As used in this Article, furloughing will utilize the 'Godfrey' principle. This means that the least senior employee working in the certification requiring a reduction or furlough will be identified for furlough subject to his/her right to utilize an alternate certification for bumping to avoid layoff. Bumping will be of the least senior employee in the alternate certification. In cases of multiple alternate certifications, bumping will be of the least senior employee (district seniority) among these alternate certifications.
4. Laid off employees will continue to be recalled to service in the order of their system seniority, subject to certification, with the most senior employee being recalled first and so on. No new employees may be hired until all laid-off employees in their areas of certification either have been reinstated or have declined an equivalent offer of reinstatement and been removed from the seniority roster.
 5. A laid-off employee may elect to continue his/her life insurance, 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.
 6. All two (2) semester employees are deemed to be continuously employed and paid by the District during the twelve (12) month period commencing with the first day of employee responsibility in each school year, unless terminated by the Board prior to the end of a school year and paid in full.
 7. An employee bumped from a position shall have the right to return to his/her former position at the beginning of the next school year if that position is vacant.
 8. For purposes of furlough and recall from furlough, employees shall not be permitted to bump into or be recalled to a counselor position unless they have previous counseling experience in Upper St. Clair. The position of counselor is considered a promotion.
 9. Employees on furlough must notify the School District between May 15 and May 29 each year, in writing by certified mail, of their intent and willingness to return to work upon recall during the ensuing school year. Failure to so notify will result in removal from the District seniority list. Any employee offered recall to a full-time semester or more position must accept or he/she will be dropped from the seniority list.

H. Transfers or Reassignments

1. It is mutually recognized that the District will reassign or transfer individual employees to new or different assignments. No District-initiated transfer shall be made for arbitrary or capricious reasons.
2. The District will annually provide a form on which employees can request a change of teaching assignment. All -such employee requests will state the reasons for the request and indicate the subject area, certification area, building or grade level desire. These forms will be applicable for the following school year only; they do not constitute any guarantee of selection.
3. When reassignments are made, the District will consider each employee's preferred area of certification, qualifications, experiential background, frequency of prior reassignments and transfer request, if any.
4. A conference with the employee who may be reassigned will be held, when possible, sixty (60) days prior to the reassignment but in no event later than three (3) days before the assignment is made and the reasons for the reassignment discussed.
5. Upon filing the written request form described in paragraph 2 above, an employee who has been involuntarily reassigned will have first consideration for returning to his/her previous position at the beginning of the next school year, providing the former position becomes vacant. Those who have requested a transfer will be considered for reassignment before any involuntary transfers are made. Those employees who have added new certifications pursuant to Article IX-I will also receive consideration.
6. Normally, employees who have not taught in an area of certification for ten (10) years will not be reassigned to that area. If such reassignment becomes necessary, that employee will be given, where possible, a semester's notice unless waived by mutual agreement between the employee and the principal and be eligible for the provisions of Article IX-I, Additional Certificates. These employees shall be guaranteed one (1) week workshop time.
7. When an employee has been involuntarily reassigned to another area of certification or subjects the District will provide up to one (1) week's workshop time or released time for that employee to familiarize himself/herself with the curriculum related materials for the new certification assignment and/or subject assignment. There will be no less than one (1) day of workshop or release time. The amount of time and actual dates will be determined by a Supervisor of Instruction and Curriculum and the rate will be the summer workshop rate. This section on transfers or reassignments does not apply to employees returning from leave or furlough.

I. Additional Certification

In the interest of maintaining the educational program of the District and to minimize the problems that declining enrollment creates, the District and the Association encourage employees to seek additional certification in the interest of providing staffing reassignment possibilities but also to use present employees in efforts by the District to improve programs.

1. To encourage earning additional certifications, the District will:
 - a. When known, publicize those areas of certifications which will be of possible benefit to the District.
 - b. Make provisions for employees who are interested in obtaining additional certification to make written application for approval through the conditions of this Agreement.
 - c. There will be no limit on the maximum number of credits per year in Article XVI-B when an employee is earning an additional certification as pre-approved by the District.
2. Employees who acquire an additional area of certification as pre-approved by the District and who actually teach in said area for one (1) year or more will receive \$1,000. However, reassignment by the District to the additional area of certification is not guaranteed.
3. Employees on furlough will be considered for this program; but such employees may not use a new certification to displace any presently employed employee.

J. Less Than Full-Time Positions

1. The School District offers and utilizes less than full-time positions, from time to time as required, for educational purposes.
2. Part-time positions are those which involve assignment for 1/5 or 2/5 of the employee work day. Part-time 1/5 and 2/5 employees shall not be covered by the Insurance Protection provisions of this Agreement. Multiple part-time positions in the same certification will not be used to avoid hiring half-time or full-time employees.
3. Half-time positions are those which involve assignments for one-half (a) or more of the employee workday. These positions are covered by this labor Agreement.
4. Part-time positions will include only 1/5 or 2/5 time positions; all other positions will be half-time or more
5. A former full-time professional employee in the District who is offered and accepts half-time will have all insurance benefits fully paid by the School District. This paragraph is interpreted to apply to half-time work which is offered in connection with a layoff or reduction in force even though the employee may volunteer for the reduced schedule as a replacement for another employee who would otherwise have to take such reduced position. This paragraph does not apply in situations where an employee voluntarily requests a reduction in work load and such reduction is not otherwise related to a proposed force reduction. In such cases there is no requirement that the School District pay for insurance benefits; instead this situation is covered by paragraph J-6.
6. Half-time employees who do not qualify under paragraph above will share in insurance benefit costs - payments are on a pro rata basis as indicated below in the salary pro-ration formula.

7. Half-time and part-time employees will be paid pro-rata on the employee salary schedule as follows:

<u>Designation</u>	<u>Duty Time</u>	<u>Paid Lunch</u>	<u>Pro Rata Preparation Time</u>
1/5	85 min.	No	Yes
2/5	170 min.	No	Yes
1/2	215 min.	No	Yes
3/5	290 min.	Yes	Yes
70%	315 min.	Yes	Yes
4/5	360 min.	Yes	Yes

8. Present half-time employees will be advanced on the salary schedule; placement on the schedule will be adjusted retroactively for half-time service which was contiguous to their present half-time schedule.

K. English as a Second Language

English as a Second Language teachers (“ESLs”) will be placed on the salary schedule for other teachers, provided that the work schedule of an ESL may be changed as needed to meet the need for ESL services and, as is the case with all other teachers, the reduction in the ESL’s work day shall not trigger bumping rights.

ARTICLE X
EMPLOYEE-ADMINISTRATION LIAISON

A. Liaison Committee

The Association shall appoint a Liaison Committee for each school building. Said Committee shall consist of one (1) professional employee for every fifteen (15) professional employees assigned to such school building, but not less than two (2) professional employees. Upon request by either party, the building principal will meet with such committee at least once a month during the school year to review and discuss local school problems and practices.

B. Meetings with Superintendent of Schools

Upon request by either party, an Association Committee composed of one (1) representative per building, except for the high school which shall have two (2), and other such person(s) which the Association designates, shall meet with the superintendent and such staff as he selects at least once a month during the school year in order to review current school problems and practices. Each party shall submit its agenda at least five (5) days before the meeting. This Committee shall not constitute a 702 committee unless so designated by the Association.

ARTICLE XI
PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. Curriculum Development

The parties mutually recognize that the Board has responsibility for the establishment of curriculum for the School District.

Curriculum policies and procedures are not a part of or subject to this Agreement.

The Board also recognizes that its professional employees at all levels should be consulted so that curriculum can be evaluated and improved and so that the Board may effectively respond to constructive changes in educational programs.

Recommendations requested and/or devised shall be submitted by curriculum leaders, department chairmen, or by individual employees, to building level administration. After discussion at the building level, the recommendations shall be presented at a K-12 panel meeting involving representatives from elementary, middle and high school, central office curriculum personnel, and the chairman of the panel.

Recommendations which are agreed upon at the panel meeting are then submitted to the superintendent or to the Board for approval. If approved, the recommendations are implemented.

Nothing in this Section shall alter, amend or change any present authority, duty or responsibility of any present staff or teaching position.

In the event that the Board or superintendent shall elect not to adopt, implement, or apply any suggestion or recommendation arising pursuant to this Section, such election shall not constitute a grievance under this Agreement.

However, in such event the Board or superintendent shall, within ten (10) days after said election, provide the panel with written reasons for its decision.

Curriculum Leaders will continue to perform the tasks that employees in that position have previously performed in the District. The District will make reasonable efforts to avoid scheduling meetings among Curriculum Leaders in a manner which would necessitate bargaining unit employees being required to substitute for them.

B. Professional Employee Observation, Evaluation and Rating¹

1. The Administration and professional employees shall work together to enable professionals to identify, assess and improve their instructional effectiveness through observations, reports, conferences, option model activities/projects and final evaluations. The School District recognizes that the evaluation of teacher performance must be based on all factors relevant to job performance and cannot be based solely on assessment data used to assess student progress on a group or

¹ These provisions are effective at the beginning of the 2010-11 school year. The provisions of Article IX-B of the 2005-2009 Agreement will remain in effect for the 2009-2010 school year.

individual basis. Certified administrators designated by the Superintendent shall conduct all professional observations, evaluations and ratings. **Various materials and forms associated with the professional development process are contained in Appendix A of this Agreement.**

2. Traditional Supervision and Evaluation Model:

New employees, tenured and non-tenured, shall participate in the Traditional Supervision and Evaluation Model during the employee's first, second and third full years of credited employment. The employee shall be formally observed twice a year and receive up to four walk-throughs, conducted by an appropriate administrator, for the purpose of supervising and rating classroom teaching. The first formal observation shall occur on or before December 15 and the last shall occur on or before May 15, when possible. In addition to the prescribed two (2) annual formal observations, new employees may be formally observed more than twice per year in circumstances where additional observations are found to be necessary by the appropriate administrator. In such a case(s), the administrator may also consult with the mentor following such additional observation(s) of the non-tenured employee. **Thereafter, employees shall participate in the Traditional Supervision and Evaluation Model at least once every three years and participate in the Option Supervision and Evaluation Model in the alternate years.**

Other tenured employees shall be evaluated through the Traditional Supervision and Evaluation Model at least once every three years and participate in the Option Supervision and Evaluation Model in the alternate years. In the Traditional Model, the tenured employee shall receive up to two (2) formal classroom observations and up to four walk-throughs, conducted by an appropriate administrator, during the school year. These observations shall be conducted during the months of September through May. Employees may be formally observed more than twice per year in circumstances where additional observations are found to be necessary by the appropriate administrator based on performance. Administrators are encouraged to include and to give recognition in their observation reports to examples of superior teaching skills and demonstrated abilities as well as to provide constructive commentaries. The appropriate administrator shall evaluate in a written report the employee's professional abilities, following each formal observation.

a) Formal Observations

Two (2) forms of the Report of Classroom Observation shall be available for use in the evaluation process. One format shall be of a checklist nature and the second format shall provide for narrative statements by the appropriate administrator. **Administrators shall use the checklist form of the Report of Classroom Observation for all evaluations of new and non-tenured employees for the first three years of service in the District.** Other tenured employees may select either form for their observations. Other tenured employees shall be evaluated as only Satisfactory or Unsatisfactory on the Report of Classroom Observation.

Any formal observation which results in an Unsatisfactory rating must be accompanied by specific written recommendations for improvement using the Professional Employee Improvement Plan (Form 9) and a conference with the administrator who performed

the observation. The conference shall occur promptly after the written Plan is prepared. The responsible administrator and at least one (1) additional administrator, as designated by the Superintendent, may subsequently make additional formal observations. A teacher who has had an Unsatisfactory observation may also request that an additional formal observation be conducted by the responsible administrator and at least one (1) additional administrator designated by the Superintendent.

If a formal observation for a non-tenured or a new employee results in a rating of Needs Improvement during the first three years of District service, suggestions for improvement will be identified on the rating form and a conference will be held.

If a formal observation results in a Satisfactory rating, a conference between the employee and the appropriate administrator is encouraged, but not required. A conference will be held if requested by either the employee or the administrator.

b) Walk-Through Observations

Only Form 7 (Walk-through Observation Form) shall be used for walk-through observations. Walk-through observations will be for no longer than twenty (20) minutes. Employees will be evaluated on the domains that are observed during the walk-through. It is not required that all three (3) identified domains on Form 7 be observed and documented during any single walk-through observation. A conference after the walk-through is not required unless a rating of Needs Improvement or Unsatisfactory is given.

An Unsatisfactory evaluation must be accompanied by specific recommendations for improvement using the Professional Employee Improvement Plan Form. A conference between the employee and the observing administrator, for the purpose on explaining the improvement plan, will be held after the walk-through observation. Within five (5) school days after the conference, the employee may request a second conference to further discuss the evaluation and improvement plan.

c) All Unsatisfactory Observations

Any formal or walk-through observation that results in an Unsatisfactory rating must be accompanied by specific written recommendations for improvement using the form Professional Employee Improvement Plan. A conference between the employee and the observing administrator for the purpose of explaining the improvement plan will be scheduled promptly after the observation. After the conference the employee may, within five (5) school days, request a second conference to further discuss the evaluation and improvement plan. The responsible administrator and at least one (1) additional administrator, as designated by the Superintendent, may subsequently make additional formal observations. An employee who has had an Unsatisfactory observation may also request that an additional formal observation be conducted by the

responsible administrator and at least one (1) additional administrator designated by the Superintendent.

d) General

After a formal or walk-through evaluation that is Satisfactory, the employee may, within three (3) days of the being advised of the results of the evaluation, forward a letter of professional comment to the administrator and to be attached to the evaluation.

All completed written evaluations shall be sent to the Central Office and placed in the involved employee's file.

Any professional who is working under an improvement plan shall be evaluated under the Traditional Supervision and Evaluation Model and shall not be eligible to participate in the Option Model until he/she has received two consecutive year-end Satisfactory ratings. **Any professional who receives an Unsatisfactory rating while participating in the Option Model shall begin to receive formal and walk-through observations in the current school year and will be transitioned to the Traditional Supervision and Evaluation Model in the following school year.**

3. Option Supervision and Evaluation Model:

A tenured employee shall participate in the Traditional Supervision and Evaluation Model at least every **third year** and the Option Supervision and Evaluation Model in other years. All professionals participating in the Option Model shall receive up to four walk-through observations during the school year. These shall coincide approximately with the four nine-week periods of instruction. Walk-through observations shall be documented and a copy provided to the employee within five working days from the date of the observation. Any observation which is Unsatisfactory must be accompanied by specific recommendations for improvement **written on the Walk-Through Observation Form.**

An employee in the Option Model shall also complete a project in one of three focus areas (Project Focus, Peer Review Focus or Self-Reflection Focus – Appendix A) during the school year. The employee shall complete and submit the Option Model Supervision/Evaluation Election Form to the appropriate administrator for approval. The form may be submitted at the end of the prior school year but no later than September 30th of the project year. **If agreement on the Option Model project cannot be reached between the employee and the administrator, the employee and the administrator will meet with a Central Office administrator responsible for instruction in order to resolve the matter.** In addition to pre-project and post-project conferences, progress review conferences may also be scheduled. Option Model activities identified by the District may qualify for professional development credit. Credit may be applied for by using the Act 48 Form.

In addition to the options included in Appendix A-2, the District reserves the right to add, amend, or delete options throughout the term of the agreement.

Prior to implementation, any such changes will be subject to “meet and discuss” with the Superintendent or his designee.

4. End-of-the-Year Evaluation of All Professional Employees:

Prior to the end of the school year, the Criteria for Professional Evaluation form, reflecting the professional strengths and weaknesses and the entire year’s work of each teacher, shall be completed cooperatively by the appropriate administrator during a conference with the employee.

Non-tenured employees will be evaluated in their first and second years using the DEBE 5501 and the Year End - Criteria for Professional Evaluation - Non-Tenured Professionals. The PDE 427 will be used instead of the DEBE 5501 when the non-tenured employee is eligible for tenure in year three.

The Administration will notify employees via e-mail, at least thirty (30) days in advance, of the submission date(s) for the Option Model Projects (Form 8), the Criteria for Professional Evaluation (Forms 4, 5, 6, 6A), and the PDE 427 and 428 Attachment A (Forms 10, 11).

The administration may utilize informal observations from time to time throughout the year. If an administrator, in the normal routine of his duties observes an incident which could influence the year-end-evaluation, the employee will be made aware of the incident within three (3) work days of the incident and a conference held, if requested.

Tenured instructional professional employees will be evaluated under the PDE 428, or under the specific form required by the Pennsylvania Department of Education for specific groups of employees. Qualifying sources of evidence for Attachment 428A are listed in the document “Guidelines for Preparing Form 428.” Attachment 428A will be completed by the employee and submitted to the designated administrator by a mutually agreed upon date. Artifacts will be returned by the administrator and will be kept on file by the employee. Prior to the end of each school year and before the last teacher day, unless otherwise agreed to by the Association, the appropriate administrator shall schedule a conference with each professional employee to discuss the evaluation of the employee's work for that year. Nurses, counselors and school psychologists will be evaluated using the DEBE 5501 and the appropriate year-end evaluation form.

Any Unsatisfactory under either an individual category or overall must be presented by the administrator at a meeting with the employee, accompanied by specific written recommendations for improvement using the form “Professional Employee Improvement Plan.” After receiving the explanation and official paperwork of the improvement plan, the involved employee shall be permitted three (3) work days to request a conference to discuss the improvement plan. If these days extend beyond the last teacher day, the involved employee will be reimbursed for mileage from the employee’s local residence to school to local residence at the rate established under Article VIII, Section D-3 of this Agreement.

Nothing in this Article shall limit the School District’s right to issue an Unsatisfactory performance rating at any time during the school year if

warranted. Performance ratings, including the annual competency based rating, shall be given in accordance with the School Code.

5. Reference Materials and Forms (See Appendix A)

App. A-1. Professional Practice Attributes

App. A-2. Option Supervision and Evaluation Model Description

App. A-3. FORMS:

1. Report of Classroom Observation – Non Tenured*
2. Report of Classroom Observation – Tenured*
3. Report of Classroom Observation – Tenured Optional*
4. Year End - Criteria for Professional Evaluation – Non-Tenured*
5. Year End - Criteria for Professional Evaluation – Non-Tenured Nurses/Counselors/School Psychologists*
6. Year End - Criteria for Professional Evaluation – Tenured*
- 6A. Year End - Criteria for Professional Evaluation – Tenured Nurses/Counselors/School Psychologists*
7. Walk-Through Observation Form*
8. Option Model Supervision/Evaluation Election Form*
9. Professional Employee Improvement Plan Form*
10. PDE – 428 Annual Employee Evaluation Form for Instructional II Teachers, including PDE Form 428, Attachment A*
11. PDE – 427 Instructional I to Instructional II Assessment Form, including PDE Form 427, Attachment A*
12. PDE – 5501 Temporary Professional Employee/Professional Employee Rating Form. (For use until such time as the Pennsylvania Department of Education publishes a new form applicable to nurses, counselors and school psychologists. In addition, the School District may also propose an evaluation form to the Pennsylvania Department of Education and, if approved, implement such form. The form will be reviewed with the Association prior to submission to the Department of Education.)

***All Forms listed above and contained in Appendix A-3 are posted at <http://webinfo.uscsd.k12.pa.us/profcontract.pdf>**

C. Tuition Reimbursement

The School District will reimburse employees for a portion of their job related tuition expenses for post baccalaureate courses and certain AIU courses, according to the following guidelines.

1. Eligibility

All permanent full-time bargaining unit employees who are actively working are eligible. Employees on leave are not eligible but employees on sabbatical leave for professional development are eligible.

2. Covered Course Work

Post baccalaureate work must have a definite relationship to the employee's work as a professional educator, such as course work in a Master's or Doctoral degree program in the area of certification or course work in a new area of certification such as another teaching field or subject, counseling, supervision or administration or for permanent certification. All courses for which reimbursement is requested must be completed in an institution which is approved by the Pennsylvania Department of Education as a baccalaureate degree-granting institution (except for AIU courses for permanent state certification, which also qualify). Courses taken outside of the AIU courses for permanent certification or outside of a planned university/college graduate program in education shall not be eligible for tuition reimbursement.

Notwithstanding any other provision of this Agreement, effective September 1, 2005, all non-traditional courses, such as on-line courses, video courses, etc. must be approved, in writing, by the Superintendent or designee in order for such courses to be eligible for tuition reimbursement or for credit for placement on the salary schedules. Courses are covered only if a grade of "B" or better is earned (ungraded courses are not covered except for AIU courses for permanent certification for which the employee must earn a "pass").

3. Rate of Reimbursement

- a. **The School District's contribution each fiscal year for tuition reimbursement will be capped at \$110,000 for courses completed during the first fiscal year of this Agreement and will be increased to \$120,000 effective July 1, 2011.** If more than the capped amount in proper requests for reimbursement is submitted for any year, the capped amount shall be pro-rated over each credit hour. If less than the capped amount in proper requests for reimbursements is submitted in any year, unallocated amounts at the end of the fiscal year will not carry over to the next year.
- b. Each employee will be eligible for tuition reimbursement for up to 12 credits in one fiscal year. If an employee is on sabbatical leave for professional development, the employee will be eligible for reimbursement up to eighteen (18) credits in one fiscal year.
- c. The amount of reimbursement available to each employee shall not exceed 100% of the cost, taking into account any scholarship or grant the employee receives for the course.

- d. Any dispute concerning whether an employee is entitled to reimbursement under this program for an approved course will be decided by the Act 48 Committee and will not be subject to the grievance and arbitration procedure.
- e. No duplicate reimbursement will be made by the School District to the extent that a federal or state veteran's assistance law is available to pay tuition for courses completed by an employee.

4. Procedure

Employees who plan to seek reimbursement shall complete and submit a form supplied by the School District and a course description prior to the beginning of the semester in which the course work is to be taken. At the completion of the course, the employee shall submit a form supplied by the School District accompanied by an official college transcript or grade sheet and receipted invoice. Reimbursement requests for courses completed each year (during the 12 month period from June 1 to June 1) must be submitted on or before June 1. Payments will be made on or before June 30.

5. **Repayment to the District**

As a prerequisite to an employee's application for tuition reimbursement, the Employee must sign a legally binding undertaking that he or she will reimburse the School District for any tuition reimbursement paid if the Employee terminates employment with the School District, other than by furlough, after the date reimbursement was due under paragraph 4 above. The repayment to the District will be as follows: less than one year of additional accredited service in the District, 100% payback; one year but less than two years of additional service to the District, 75% payback; two years but less than three years of additional service to the District, 50% payback; three years but less than four years of additional service to the District, 25% payback; four years or more of additional service to the District, 0% payback. This repayment schedule will become effective in the 2010-2011 school year.

D. **Technology and Excellence in Education**

The parties are strongly committed to maintaining the School District's high standard of educational achievement and to making the necessary changes and innovations that will be necessary to educate students in the 21st Century. Without diminishing the School Board's right to determine and establish the District's educational program and to implement technology, the parties recognize the following factors should be considered in the implementation of nontraditional educational programs, such as Online and/or Blended School courses:

- 1. **Class size has an effect on educational pedagogy, the finances of the District, and the working conditions of staff.**
- 2. **Teaching methods and structures will need to change constantly in the future in order to successfully prepare students for our ever-changing society.**

3. **Technology and technological advancement must be embraced and incorporated into the curriculum wherever it will enhance educational pedagogy. On-line and blended schools are current examples of educational opportunities that technology makes possible.**
4. **New approaches to teaching, including on-line and blended schools must be introduced with careful planning and the participation of the professional staff. New approaches should be introduced in a manner that gives professional staff necessary training and access to technical support.**
5. **Student and teacher assignments to Online and/or Blended Schools courses should be integrated with the student's course schedule and the teacher's work schedule.**
6. **High School teachers teaching Online and/or Blended School courses will be subject to Article IX, Section B of this Agreement.**

ARTICLE XII
PAID LEAVES OF ABSENCE

A. Types

1. Personal Business Days

- a. Three (3) days shall be designated as personal business days. The personal business days may be used for matters of urgent personal business which require the presence of the employee and which cannot be scheduled outside of regular working hours. Employees who work half-time will receive pro rata days for personal-business use.

A personal business day **may** be granted if an employee submits a written request **stating the reason for the personal day request** to the **Principal** at least two (2) days in advance of the day of the desired absence.

- b. In case of emergencies the personal business day request by the employee must contain a statement **which should include documentation** of the reason for such absence and the nature of the emergency. The Administration may either approve or disapprove such use of the personal business leave thereby waiving the two (2) day prior request time.
- c. Personal business days not used each year will be added to accumulated sick leave or paid for by the School District at the following rate:
 - a. Total of \$150.00 for two (2) days.
 - b. Total of \$225.00 for three (3) days.
- d. An employee who abuses personal business days will be subject to disciplinary action.

Employees will make every effort to avoid use of these days on days before or after a holiday and during the first or last week of school. Employees will make every effort to avoid using more than one (1) day at a time.

- e. **Permission for personal business days will be determined consistent with this Section 1.**

2. Sick and Accident

The parties recognize that the education of students is harmed when the regularly assigned professional employee is absent from work. While the parties recognize that some absences are unavoidable, the School Code provides that SICK LEAVE MAY ONLY BE TAKEN WHEN AN EMPLOYEE IS “PREVENTED BY ILLNESS OR ACCIDENTAL INJURY FROM FOLLOWING HIS OR HER OCCUPATION.”

Accordingly, sick leave may be taken only if an employee is unable to perform his or her job due to sickness or accidental injury, or, as provided in this Article, in certain instances necessary to care for a child, spouse or parent of the employee.

All professional employees shall be allotted ten (10) days sick leave per year with unlimited accumulation in accordance with the School Code. Further, up to a maximum of five (5) of the employee’s ten (10) sick days per year may be taken to care for a child, spouse or parent of the employee suffering from a serious illness. Sick leave abuse may be addressed as appropriate, including requiring a doctor’s certificate of illness.

If an employee, unrelated to disciplinary reasons, is ordered home by an administrator due to sickness during the workday, the employee shall suffer no loss of pay or reduction in sick leave for that day.

The District also requires a physician certificate, **on the forms designated by the District**, for return to work after an absence from work covered by workers’ compensation, **an absence (whether paid or unpaid) of five consecutive days or more, or an absence involving a hospital admission or surgery (other than dental).**

3. Leave for Extended Illness or Disability

An employee who is unable to work because of personal illness or disability and who had exhausted all sick leave available shall be granted a leave of absence for up to one (1) year. He shall be paid the difference between his salary and that of a replacement for a maximum of thirty (30) days after his sick leave has been exhausted and during the next eleven (11) months he shall be paid nothing under this provision.

A written request to return to work may be made at any time during the leave for extended illness or disability.

Upon receipt of such written request for re-employment, the District shall offer as soon as practicable, the same professional assignment the employee held before being on extended illness or disability leave or a substantially equivalent

professional assignment, if said assignment is available. If said assignment is not available, the School Board shall offer the employee any other available professional assignment for which the employee is certified until such time as the Board can, through established placement procedures, offer the employee the professional assignment the employee held before, or one substantially similar to it.

4. Bereavement Leave

The Board shall grant such leaves in accordance with the provisions of the Public School code except that additional days may be granted under A-1 of this Article. Immediate family leave shall be for five (5) calendar days beginning with the date of death unless the employee has worked that day or any portion thereof, in which case the leave shall begin the day after the date of death. Immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, or parent-in-law, near relative who resides in the same household, or any person with whom the employee has made his home.

Upon the death of a grandparent or grandchild, an employee will be eligible for a three-calendar day bereavement leave, beginning with the date of death, unless the employee has worked that day or any portion thereof, in which case the leave shall begin the day after the date of death.

In the event of the death of a near relative, which shall be defined as first cousin, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, there shall be no deduction in the employee's salary for observance on the day of the funeral.

The Superintendent may grant additional bereavement leave at his/her sole discretion, for circumstances not defined in this subsection.

Up to two of the allotted bereavement days may be taken at a later date to attend a memorial service. Further, with approval, an employee may delay taking allotted bereavement days if the funeral service will not occur during the normal bereavement period after the death.

5. Legal Leave

- a. An employee called for jury duty shall be compensated for the difference between his/her teaching pay and the pay received for the performance of such obligation.
- b. An employee subpoenaed to appear as a witness in a Court proceeding in which the employee has no interest and which is not adversarial to the School District shall be compensated for the difference between his/her teaching pay and the pay received for his/her appearance.

6. Military Training Leave

Military leaves shall be granted as required by law; they shall be paid or unpaid as required by law.

An employee who is a member of any reserve component of the Armed Forces of the United States, engaged in active service or field training, shall be entitled

to Leaves of Absence from duties without loss of pay for, or efficiency rating, on all days not exceeding fifteen (15).

7. Sick Leave Bank

All employees shall have the option to become members of a Sick Leave Bank. Such membership shall be effected by the signing of an enrollment form by each individual. Membership shall then be continuous from year to year unless the Business Office and the Association president are notified otherwise within ten (10) days of the opening of classes in any successive school year.

Throughout the life of this Agreement, each employee may surrender up to two (2) days per year into the Sick Leave Bank for use by members of the bargaining unit. The Union Review Committee shall designate the number of days not to exceed two (2) to be surrendered each year.

- a. Use of days from this Bank shall be determined by a Union Review Committee consisting of five (5) members.
- b. Request for use of days from this Bank for long-term disability shall be made in writing to the Review Committee which may grant or refuse such requests at its discretion.
- c. The sole responsibility of the School District will be to transfer the designated days upon request.

8. Sabbatical Leave

Professional employees shall have the right to a leave of absence for professional development or a sabbatical leave for the restoration of health to the extent provided in Section 24 PS 11-1166 *et. seq.* of the Pennsylvania School Code, including as such provisions of the School Code may be amended from time to time. The terms and conditions for such leave shall be those mandated by the School Code and matters left to the School District's discretion by the School Code shall remain up to the School District's discretion. The terms of this Agreement are solely for the purpose of establishing procedures for the administration of such leaves, and summarizing the sabbatical leave provisions of the School Code, but neither this agreement nor Board policy shall provide a substantive right to a sabbatical leave for any employee other than as expressly provided in the School Code.

- a. **Persons Entitled:** Any employee who has completed ten (10) years of satisfactory service in Pennsylvania, at least five (5) consecutive years of which have been in the District, shall be entitled to a leave of absence for professional development or a sabbatical leave for restoration of health or at the discretion of the Board of School directors for other purposes. Such leave for professional development or sabbatical leave for restoration of health shall be for half (1/2) or full school term, or for two (2) half school terms during a period of two (2) years.

If a sabbatical leave is requested because of an illness of an employee, a leave shall be granted for a period equivalent to a half (1/2) of a school term or equivalent of two half (1/2) school terms during the period of two (2) years. Further, if a sabbatical leave for restoration of health or

leave of absence for professional development for one-half (1/2) school term or its equivalent has been granted and the employee is unable to return to school service because of illness or physical disability, the employee, upon written request prior to the expiration of the original leave, shall be entitled to a further leave for one-half (1/2) school term or its equivalent. Provided further that, if a leave for a full-school term or its equivalent has been granted and the employee is unable to return to school service because of illness or physical disability, the Board of School Directors may extend such leave for such periods as it, in its discretion, may determine but not to exceed one (1) full-school term or its equivalent. Following the first leave, a leave of absence for professional development or a sabbatical leave for restoration of health shall be allowed after each seven (7) years of satisfactory service.

b. Leaves of absence for professional development

1. A leave of absence for professional development shall be directly related to the professional responsibilities as determined by the Board of School Directors and shall be restricted to activities required by regulations of the Pennsylvania Board of Education and by the laws of this Commonwealth for professional certificate or commission or to improve professional competency. All requests for leave of absence for professional development shall be subject to review and authorization by the Board of School Directors, which shall have sole authority to adopt and enforce policy establishing the conditions for approval of such leaves. At a minimum for a half-school term, a leave of absence for professional development shall consist of any of the following or a combination thereof: nine (9) graduate credits, twelve (12) undergraduate credits, one hundred eighty (180) hours of professional development activities. At a minimum for a full-school term, a leave of absence for professional development shall consist of any of the following or a combination thereof: eighteen (18) graduate credits, twenty-four (24) undergraduate credits, three hundred sixty (360) hours of professional development activities.
2. The employee requesting a leave of absence for professional development shall submit to the Board of School Directors a detailed plan describing the professional development activities to be undertaken. The Board shall be authorized to approve or reject the plan, consistent with its written policy. Upon completion of the leave, the employee shall provide to the Board of School Directors satisfactory evidence that the employee's approved plan for professional development was fully complied with during the leave of absence. If the employee fails to do so, unless prevented by illness or physical disability, the employee shall forfeit all benefits to which said employee would have been entitled under the provisions of this act for the period of the absence for professional development.

c. Other School Activities

A sabbatical leave for restoration of health or a leave of absence for professional development shall also operate as a leave of absence without pay from all other school activities.

d. Application

A professional employee desiring a sabbatical leave shall complete an application for sabbatical leave on the form prescribed by the Board of School Directors with the understandings and agreements contained in such form (which shall be substantially in the form made part of this Agreement as Appendix C). The applicant shall file the application in duplicate with the Superintendent of Schools. One copy shall be forwarded to the applicant's immediate supervisor.

Applications for sabbatical leave for restoration of health may be filed with the Superintendent's office at any time.

e. Commencement of Filing - Professional Development

All applications for sabbatical leave for a half or full school term for the purpose of professional development shall be filed with the Superintendent's office not earlier than September 1st of the school year prior to the date of the beginning of the school year during which the sabbatical is to be taken.

f. Deadline for Filing - Professional Development

All applications for a full year or a first semester sabbatical leave shall be made by the preceding April 1. All applications for a second semester sabbatical leave may be made up to September 1 of the present school year.

g. Rescinding a Sabbatical

Employees wishing to rescind a first semester sabbatical must do so by June 30. Employees wishing to rescind a second semester sabbatical must do so by October 1. The District shall attempt to notify immediately the next eligible employee.

h. Limitation on Number of Sabbatical Leaves

The maximum number of sabbatical leaves granted in any school term shall not exceed the minimum number mandated under Section 1167 of the School Laws of Pennsylvania. If more than 10% of the number of persons eligible for such leave of absence have applied by the April 1 deadline, applications shall be given preference according to the years of service since the previous sabbatical leave of the applicant. Should more than one applicant be equally qualified to come within the 10% limitation based upon this determination, then the priority shall be determined by the date and time of actual receipt of the application by the superintendent. School Board action in approving or of not

approving applications for sabbatical leaves shall be taken in May of the requesting year or October in the case of second semester requests.

i. Credited Service

If an employee takes two (2) one-half year sabbaticals that are not continuous, the half year between them shall be credited service toward the next sabbatical.

j. Priority for Sabbatical Leave

Determination of who receives a sabbatical leave shall be based on the following sequence:

- (1) The employee(s) with a semester of leave remaining
- (2) The employee(s) with the most years of service since the last sabbatical
- (3) First come, first service.

k. Salary While on Leave

The person on leave of absence shall receive at least one-half of his or her regular salary during the period he or she is on sabbatical leave.

l. Conditions of Leave

Failure to comply with the terms and conditions for such leaves provided by the School Code may result in the termination of sabbatical leave payments or a refunding of payments or both. Any employee who does not fulfill the conditions of the sabbatical leave shall return to the District any monies paid to the employee during the sabbatical including contributions to retirement, social security, and any other fringe benefits paid on behalf of the employee.

m. Compliance with Law

In the event there shall be any conflict between these Sabbatical Leave regulations and provisions of the public school Code, or if the Public School Code is amended during the term of this Agreement, the Public School Code as amended and revised shall in all respects prevail.

B. Provisions for Paid Leaves

1. Doctor's Excuse

A doctor's certificate of illness will only be required if illness exceeds five (5) consecutive days of responsibility. However, the superintendent may in his discretion require such certificate sooner in individual cases.

2. Return from Paid Leaves

No such leave of absence shall be considered a termination or breach of contract of employment, and the persons on leave of absence with pay shall be returned to the same or equivalent position at the same school or schools where previously employed subject to the furlough provisions of this Agreement.

3. Benefits During Paid Leaves

- a. All benefits will continue as if the employee were in daily attendance.
- b. All employees shall receive service increments as if they were in daily attendance.

ARTICLE XIII
UNPAID LEAVES OF ABSENCE

A. Types of Leave

1. Sick Leave Without Pay

After an employee has exhausted sick leave with pay and said employee is still absent from work because of disability, the employee shall not lose the right to return for assignment for work, provided the employee remains otherwise eligible, for a period up to 190 work days after expiration of all paid leaves.

2. Pregnancy Leave

Disability related to pregnancy shall be covered by sick leave or sick leave without pay.

3. Maternity/Paternity/Adoption Leave

- a. An employee may apply for maternity/paternity/ adoption leave of up to one (1) year using a prescribed Board form.
- b. Along with the application, a pregnant employee also must submit a statement from her physician indicating the anticipated date of birth and his/her consent that she be permitted to work to the date she indicated she would like her maternity leave to begin.
- c. Employees applying for paternity or adoption leave must furnish a written statement setting forth the date of expected birth or adoption. As used herein, adoption means receipt and commencement of care for any infant or child less than age 3. The Board may, in its sole discretion, waive this age limitation.
- d. Written request to the Personnel Director to return to work must be made within twelve (12) months after commencement of leave.
- e. Upon receipt of such written request for re-employment, the School District shall offer the employee the same professional assignment held before going on leave or a substantially equivalent professional

assignment, if the same assignment is not available. If a substantially equivalent assignment is not available, the School District shall offer any other available professional assignment for which the employee is certified until such time as the School District can, through established placement procedures, offer the professional assignment held before, or one substantially similar to it.

- f. Return to employment shall be either at the beginning of the year or at the beginning of the second semester. Semester return may be waived by the School District for unforeseen circumstances. In either case, the written request for re-employment shall be submitted early enough to allow the substitute reasonable time to make alternative plans.

4. Military Leave

An employee who shall volunteer for military service in the armed forces of the United States of America in time of war or during a state of national emergency or who shall be inducted for such military service shall be granted a leave of absence without pay as provided by applicable law.

5. Leave of Absence for Education

Employees who have been employed for at least three (3) years in the Upper St. Clair School system shall be eligible for unpaid leave of absence to continue education on a full-time basis. Service before the leave shall be accumulated with service after the leave. The leave of absence year shall not be considered a break in service but is not credited for seniority or benefit purposes. Such request is subject to approval by the superintendent. No more than twenty (20) such leaves will be permitted during any one (1) school year. Written application must be made at least forty-five (45) days prior to the end of the school year. No employee shall be eligible for leave under this provision more than once every five (5) years. Leave cannot be granted unless a qualified substitute or other means of satisfactory coverage is available. Leaves shall be a minimum of one (1) semester and a maximum of one (1) year. Provisions for re-employment shall be identical to those provided in the School Code for sabbatical leave.

6. Unpaid Personal Leave

Requests received from any employee shall be handled on an individual basis. Should said leave be granted, re-employment shall be pursuant to the provisions of the School Code regarding return from sabbatical leave.

B. Provisions for Unpaid Leave

1. Return from Unpaid Leaves

An employee on unpaid leave of absence shall be returned to the same or equivalent position in the School District subject to the reduction in force program of this Agreement.

2. Continuation of Benefits During Leaves

Individuals taking unpaid leaves under Article XIII may maintain their insurance benefits with the exception of Income Protection Insurance by paying the full cost of premiums to the School District.

C. Family and Medical Leave Act

The School District will comply with the Family and Medical Leave Act. **The District will use a rolling twelve-month leave year. The transition to a rolling leave year will be made in accordance with the FMLA.**

ARTICLE XIV
INSURANCE PROTECTION

A. Medical

1. Employees covered by this Agreement may enroll in the ACSHIC HMO Standard Plan (“ACSHIC HMO”) or enroll in the ACSHIC PPO Standard Plan (“ACSHIC PPO”), effective the first day of the month following an eligible employee’s first day of work for the School District, on the following basis:
 - a) Employees who elect to enroll in the ACSHIC PPO will pay the full difference in cost between ACSHIC PPO coverage and the cost of coverage under the ACSHIC HMO Plan. **Future increases in ACSHIC PPO premiums will be borne by the employee, calculated by subtracting the cost of ACSHIC HMO coverage from the cost to provide the same type of coverage (i.e., family, husband and wife, individual, etc.) under the ACSHIC PPO for each month PPO coverage is in effect.**
2. The ACSHIC HMO is the base plan in the **2009-2010** school year. In the later years of this Agreement, the District may change the base plan to the most economical plan offered by the ACSHIC, provided that such plan must provide substantially similar coverage and cannot be a catastrophic coverage type plan. The employee must pay the full difference in cost to buy up from the base plan to the POS, PPO or other plan offered by the District and provided by the ACSHIC.
3. Changes in coverage elections may be made only during the annual enrollment period or due to a change in family status as defined by the Plan. The School District may provide insurance benefits on either or both an insured and a self-insured basis.
4. The coverage provided under each of the plans referenced above shall be the plan design established by the ACSHIC (or the entity offering the plan, if applicable), including as the plan design may be changed from time to time by the ACSHIC, provided such plan design changes adopted by the ACSHIC do not significantly increase costs. For convenience of reference only, the current plan design of the ACSHIC HMO **in effect as of July 1, 2008** is attached as Appendix B. Plan design may change as stated above.

5. **Effective July 1, 2009, employees will make the monthly contribution to medical insurance premiums for the HMO Plan and the PPO Plan indicated below. The monthly contribution shall include the basic contribution, which is the asterisked amount in the first column of the charts shown below, plus the percentage of the premium increase in each year of this Agreement.** The percentages stated below are the percentage of premium increase applicable to that year and are cumulative each year. **All percentage payments are in addition to the dollar amount stated as the basic contribution.** All contributions by employees governed by Section 125, with the exception of life insurance, must be contributed through the cafeteria plan.

a.) HMO Plan

Individual	2009-10	2010-11 & 2011-12	2012-13 & 2013-14
Steps 1-14 *\$33.44 per month	plus 14% of premium increase	plus 15% of premium increase each year	plus 16% of premium increase each year
Steps 15+ *\$48.44 per month	plus 14% of premium increase	plus 15% of premium increase each year	plus 16% of premium increase each year

All Other	2009-10	2010-11 & 2011-12	2012-13 & 2013-14
Steps 1-14 *\$84.68 per month	plus 14% of premium increase	plus 15% of premium increase each year	plus 16% of premium increase each year
Steps 15+ *\$109.68 per month	plus 14% of premium increase	plus 15% of premium increase each year	plus 16% of premium increase each year

b.) PPO Plan

An employee who elects to enroll in the ACSHIC PPO must pay the premium contribution applicable to the employee's level of coverage in the ACSHIC HMO Plan, plus pay the full difference in cost between the cost of coverage under the ACSHIC PPO Plan and the cost of coverage under the ACSHIC HMO Plan.

6. An employee eligible for medical insurance coverage, who has a spouse also eligible for medical insurance under a plan maintained by another employer, will be paid **\$200.00 per month** if such employee elects to waive coverage under the School District plan. Such payment will be made only after the employee presents written proof of coverage under the other plan. The employee may later return to the School District plan during an annual enrollment period or due to a change in family status as defined by the Plan.
7. If an employee's spouse is eligible for insurance coverage through the School District, the husband and wife shall only be entitled to coverage through one partner and shall not be eligible for the monthly payment set forth in paragraph 6 above. Coverage will be provided through the partner whose birthday is closest to, but not before, January 1. The School District's insurance plans will contain standard coordination of benefits and non-duplication provisions with the School District plans being the secondary plan.
8. The School District will pay 75% of the cost of health and life insurance benefits for part-time teachers who have worked for the School District for five (5) or more consecutive years and who are teaching a 40% or greater teaching load, provided such employee elects coverage. Other teachers teaching less than a full-time teaching load will continue to be treated in accordance with past practice, except that any such teacher working a 60% or more teaching load for five (5) or more consecutive years will receive full health and life insurance benefits, provided any such teacher elects coverage, and the School District will pay the full-time share of the costs of those benefits. The provisions of this paragraph shall not be required to apply to a teacher who in the future voluntarily asks for and is accorded a reduced teaching load.
9. **In the event a health care reform program is enacted by Congress or by the state legislature, the parties will meet to discuss the impact and effect of such program(s) and to adopt reasonable modifications to the current health care program in view of the health care reforms enacted by the government. If the parties cannot reach agreement on modifications to the current health care programs within 90 days of either party's notice to the other of the desire to conduct discussions under this paragraph, each party will be required to submit its final position, including any specific modifications it believes to be reasonable in light of the enacted health care reforms, within 20 days of the date of expiration of the 90-day period. Thereafter, either party may submit the dispute to interest arbitration, with the arbitrator selected under the procedure set forth in Article III-C-6. The arbitrator's authority shall be limited to adopting, in its entirety, the position of the party which the arbitrator determines to be the most reasonable set of modifications in light of the enacted health care reforms.**

B. Life Insurance

The Board shall select appropriate insurance carriers to provide life insurance as follows:

Group Life Insurance Coverage and Accidental Death and Dismemberment Insurance in the amount of \$50,000 will be provided to all full-time Employees at no cost to the Employee. Subject to the rules and requirements of the insurance carrier, **employees will also have the option to purchase either \$50,000 or \$100,000 of supplemental life insurance** at the rates established by the carrier. Employees may change their

supplemental life insurance election during open enrollment, subject to and contingent upon the insurer's requirements.

District paid insurance is to contain accidental death and dismemberment rider of equal amount.

Cost of optional insurance to the employee will be at the graduated rate submitted to the carrier.

C. Worker's Compensation/Sick Leave/Disability

Employees eligible for Worker's Compensation shall suffer no loss in pay or reduction in sick leave for the first 15 calendar days of disability. Thereafter, an employee on Worker's Compensation benefits may avoid suffering a loss of pay by remitting his or her Worker's Compensation check to the District and using one-third of a sick day to account for the additional pay being paid by the District to the employee.

D. Dental and Vision Insurance

The School District will provide dental coverage under a plan offered through the ACSHIC and comparable to the currently-offered Standard ACSHIC Dental Option, which includes Riders A, B, C and D. In addition, as soon as practicable after ratification, the School District will begin to offer vision coverage under a plan offered through the ACSHIC and comparable to the Standard Optichoice plan.

The coverage provided under each of the plans referenced above shall be the plan design established by the ACSHIC (or the entity offering the plan, if applicable), including as the plan design may be changed from time to time by the ACSHIC, provided such plan design changes adopted by the ACSHIC do not significantly increase costs.

Employees will make the following monthly contribution based on the total monthly premium cost for vision and/or dental coverage, based on the level of coverage elected: **15% effective July 1, 2010, 15% effective July 1, 2011, 16% effective July 1, 2012 and 16% effective July 1, 2013.**

E. Description to Employees

The Board shall make available to each employee a description of the above Medical, Dental, Vision and Life Insurance coverage provided under this Article as soon as possible during the school year; it shall include a clear description of conditions and limits of coverage as listed.

F. Retired Employee Participation

The School District will comply with Act 110 with regard to the participation of retirees and their dependents in the medical, dental and vision plans applicable to bargaining unit employees.

G. Compliance with Federal and State Laws

The parties agree that they will comply with all applicable Federal and State laws.

H. Domestic Partners

- 1. Domestic Partners will be eligible for medical, dental and vision insurance benefits on the following basis for all purposes under this Agreement.**

A Domestic Partner's children shall be eligible whenever a Spouse's children are eligible. Coverage under Insurance Protection is as defined by the carrier(s) and the Allegheny County Schools Health Insurance Consortium. Any changes made by the ACSHIC regarding the benefit coverage provided under the ACSHIC Plans or eligibility for Domestic Partner Coverage under the ACSHIC Plans will be in effect under this contract, provided that the School District determines that the employee meets the minimum criteria for coverage set forth below and provided that if the ACSHIC will not recognize the minimum criteria set forth below, this contract provision will not be applicable to bargaining unit employees.

- 2. To meet the eligibility requirements for Domestic Partner insurance benefits, an employee must either 1) be an adult person living with, but not married to, another adult person of the same-sex as domestic partners, or 2) living with a person of the opposite sex in a common law marriage recognized under Pennsylvania Law, *i.e.*, a common law marriage established prior to January 1, 2005. The domestic partners must be in a committed, intimate relationship, and meet all of the following requirements:**
 - a. Each other's sole domestic partner and have a committed relationship intended to be of indefinite duration.**
 - b. Unmarried, and if previously married, a legal divorce or annulment has been obtained or the former spouse is deceased.**
 - c. At least 18 years of age and old enough to enter into marriage according to the laws of Pennsylvania.**
 - d. Not a member of another domestic partnership for the last 18 months; if previously a member of a domestic partnership, have taken the necessary legal and other steps to terminate the relationship.**
 - e. Mentally competent to enter into a contract according to the laws of Pennsylvania.**
 - f. Not related by blood to a degree of closeness that would prohibit legal marriage in Pennsylvania.**
 - g. Not related by adoption.**
 - h. Not in the relationship for the purpose of obtaining benefits.**

- i. **Lived together in the same residence on a continuous basis for at least 18 months with the intent to reside together permanently.**
 - j. **Jointly responsible for each other's common welfare and share financial obligations (supported by documentation).**
 - k. **Subject to the same Consortium policies and guidelines as other employees (supported by documentation).**
3. **To be eligible for Domestic Partner benefits, the Participating School Entity employee and the partner are required to execute the Affidavit of Domestic Partnership, available from the employer, under penalty of perjury and the termination of employment if the employee falsifies any information on the Affidavit. The Affidavit of Domestic Partnership is divided into the following sections:**

Section A – the parties certify that they are domestic partners in accordance with the criteria set forth herein.

Section B – the parties declare that they meet each of the requirements of the definition of Domestic Partner stated in this article.

Section C – the parties declare that they have been interdependent for at least 18 consecutive months, and show financial obligations for the past 18 months, but submitting evidence in the form of documents, fulfilling each of the following criteria:

- **Common or joint ownership of primary residence, or in the case of a leased residence, proof of joint lease for an 18 month period or more prior to the date of the Affidavit.**
- **Joint ownership of a motor vehicle, joint checking/savings account, or joint credit account (evidence showing parties share at least two of these accounts or ownership) for an 18 month period or more prior to the date of the Affidavit.**
- **Designated as a beneficiary on life insurance, retirement program, domestic partnership agreement or agreement of registry, will, or medical power of attorney (evidence showing domestic partner designated as a beneficiary on at least two of these documents) for an 18 month period or more prior to the date of the Affidavit.**

Section D – the employee agrees to notify the School District and the Consortium of any changes in the domestic partnership.

Section E – Acknowledgements of the parties, including certifying to all representations and agreeing to furnish any further documentation required by either the School District or the Consortium.

4. **The following events will determine if a domestic partnership has terminated:**
 - a) **One of the partners die.**
 - b) **One of the partners sends the other a notice for ending the domestic partnership.**
 - c) **One of the partners gets married.**
 - d) **One of the partners begins a different domestic partnership.**
 - e) **The partners stop sharing the same principal residences.**
5. **The employee is required to execute the Statement of Termination of Domestic Partnership, available from the employer, immediately upon the termination of the domestic partnership. Execution of the Statement of Termination of Domestic Partnership will terminate coverage under the ACSHC Plans for the non-employee partner, except for applicable COBRA coverage.**
6. **The Internal Revenue Service has ruled that a domestic partner cannot be considered as a spouse for tax purposes. As the result, in general an employer is obligated to report the fair market value of the Domestic Partner coverage as income to employee (*i.e.*, difference between single coverage and husband/wife or family coverage).**

ARTICLE XV EDUCATIONAL PROGRAMS

A. College Credit Committee

The parties shall designate a Committee to administer any College Credits which become available because of responsibilities assumed by bargaining unit members. First opportunity for use of these credits will remain with the bargaining unit employee who does the work which earns the credits.

B. Educational Programs

The following educational programs are agreed to. The School District and the Union will appoint representatives who will use their best efforts to make these programs as beneficial as possible.

- 1) **Advisor/Advisee Program**
 - teachers act as advocates for identified students who are not currently in their classes.
 - time with students is provided for within the work day.
 - a committee of teachers and administrators will be established to plan the details of the program.

- program will be an extension of current student support initiatives and will not supplant other programs.
- 2) Mentoring Program for New Teachers
- Teachers new to the profession will be paired with a mentor teacher who will provide guidance, conduct observations, answer questions and provide evaluative feedback.
 - Mentor teachers will be selected by the administration; service as a mentoring teacher will be voluntary.
 - Mentor teachers will be provided time (a minimum of seven (7) half days) to participate in this process.
 - The appointment of a mentor teacher will be for **two (2)** school years, provided that the District may pair a new teacher with a different mentor if it determines it is in the best interest of the new teacher. Each mentor will receive credit for 6 in-service hours and will be paid **\$600**, as part of salary in the May 31st paycheck, for serving as a mentor that school year.

C. Professional Staff Development Committee

The following provisions are intended to give professional employees meaningful and constructive involvement in the content and design of Staff Development activities and to make in-service day programs more beneficial to professional staff. Guidelines for the Committee are as follows:

- 1. The Professional Staff Development Committee (“Committee”) will assist the Superintendent in the design and implementation of the professional staff development program. The purpose of the Committee is to design staff development programs which improve the practices, skills, proficiency and job satisfaction of the District’s professional employees and which further the District’s educational mission and goals.**
- 2. The Committee recognizes the professional staff’s belief that continued professional improvement should include grassroots input toward in-service programs and procedures. The Committee also recognizes that staff development programs must meet the goals of the School District, and the requirements of federal and state mandates. Final authority for all aspects of the staff development activities will remain with the Superintendent.**
- 3. The Committee process will be used to give professional staff the opportunity to provide input on the scheduling and use of in-service days, supervision projects, flex hours, Act 48 hours, and Act 80 hours. Topics include, but are not limited to, technology training and improvements,**

collaborative projects of a district-wide, building wide, or subject/grade level basis.

- 4. The Committee will be comprised of all members of the District's Act 48 Committee. A subgroup of the Committee, called the "Work Group", will also be formed and will include four employee members appointed by the USCEA. The USCEA will discuss and reach consensus with the Superintendent as to its appointees.**
- 5. The Committee will perform the following activities on a yearly basis: (1) before the end of the first semester, the Committee will design and issue a survey to the professional staff soliciting topics, procedures, and ideas for professional development for the next school year; and (2) the Committee will meet a minimum of one time during the school year and the Work Group will meet an additional two times during the school year to perform the tasks outlined herein. One full-day meeting of the Committee will be held during the school year and two half-day meetings of the Work Group will be held during the school year.**

ARTICLE XVI **PROFESSIONAL COMPENSATION**

A. Salary Schedules

The 2008-2009 Salary Schedule shall be modified to provide the salary increases set forth below. All salary increases include the increment. The Salary Schedules will be amended to show progression on both a full-step and half-step basis and will maintain the existing pay difference between the columns. The agreed-to Salary Schedules are attached to this Settlement Agreement.

- 1) A \$2,000 increase effective for the 2009-2010 school year, for employees moving to Steps 2 through 14 and employees on Step 16 of the Salary Schedule.**
- 2) A \$2,100 increase effective for the 2010-2011 school year, for employees moving to Steps 2 through 14 and employees on Step 16 of the Salary Schedule.**
- 3) A \$2,100 increase effective for the 2011-2012 school year, for employees moving to Steps 2 through 14 and employees on Step 16 of the Salary Schedule.**
- 4) A \$2,200 increase effective for the 2012-2013 school year, for employees moving to Steps 2 through 14 and employees on Step 16 of the Salary Schedule.**
- 5) A \$2,200 increase, effective for the 2013-2014 school year, for employees moving to Steps 2 through 14 and employees on Step 16 of the Salary Schedule.**
- 6) Employees on the Master's column of the Salary Schedule moving to Step 15 or to Step 16 will be paid the amounts set forth below. The other columns of Step 15 and 16 will be calculated to reflect the same relationship between Steps 14 and 16, and are set forth in the attached Salary Schedules.**

<u>Year</u>	<u>Step 14</u>	<u>Step 15</u>	<u>Step 16</u>
2009-10	\$60,668	\$82,000	\$93,400
2010-11	\$60,400	\$83,500	\$95,500
2011-12	\$62,000	\$85,000	\$97,600
2012-13	\$62,700	\$86,000	\$99,800
2013-14	\$63,600	\$87,000	\$102,000

B. Provisions Governing Salary Schedule

1. Initial Placement on Salary Schedule

The School District will determine initial placement on the salary schedule for temporary or permanent professional employees.

2. Placement by Degree or Credits

Effective upon ratification, only an Earned Master's degree (not a Master's equivalency) will be recognized for salary placement horizontally on the scale beyond the "Master's and Equivalency" column (*i.e.*, the Equivalency may not be used for Master's +10, Master's +20, etc.), provided that prior to July 1, 2001, a teacher may complete additional job-related credits to move one additional horizontal step (*i.e.*, M+10 to M+20) on the salary schedule higher than their current placement. Master's equivalency and current horizontal placement on the Salary Schedule recognized by the School District prior to ratification, will be grandfathered into the future for all salary purposes. Effective upon ratification, credits for horizontal movement on the salary schedule will only be granted based on job-related credits earned from an accredited college or university.

The salary schedule has columns entitled bachelor's degree plus a specified number of credits and master's degree plus a specified number of credits. The criterion for placement on one of these columns is the accumulation of college or university graduate credits subsequent to the attainment of the degree referred to in the column heading. The credits must be in the teacher's area of certification or in a new area of certification such as another teaching field or subject, counseling, supervision or administration. All other courses must be approved by the superintendent or his designee prior to established credit levels. Credits must be satisfactorily completed prior to their application toward salary increment.

3. Grade Reports/Transcripts

Grade reports, NSF reports, or other temporary records may be submitted to **Human Resources** prior to September 1 and February 1 of the school year and the employee will be tentatively placed on said higher horizontal step of the salary schedule. If the official transcripts are not received by **Human Resources** within sixty (60) days of said notification the horizontal salary schedule placement will revert to that previously verified by official records with appropriate revision in salary and with appropriate adjustment for any prior overpayments.

4. Placement by Years of Experience

Vertical salary adjustments for years of experience shall be made effective at the beginning of the school year giving credit for one-half years' experience as has been the past practice, *i.e.*, a teacher with two and one-half (2 1/2) years credited teaching experience will be vertically placed between the 3rd and 4th step of the proper column. This is achieved by (a) subtracting step 3 from step 4, (b) divide by 2 and, (c) add this number to step 3 of the proper column. Horizontal salary adjustments shall be made effective the beginning of the school year and the beginning of the second semester as has been the past practice.

A year of service shall, except as the Pennsylvania School Code or this Collective Bargaining Agreement may otherwise provide, be credited as such for vertical movement if during the year the professional employee shall have been present for service 120 days or more.

Teachers who have taught for only a segment of the previous year shall be granted experience credit in accordance with the following guidelines:

<u>DAYS TAUGHT</u>	<u>EXPERIENCE GRANTED</u>
120 days or more	Full Year's Credit
119 days to 70 days	½ year's Credit
69 days or less	No credit

5. Per Diem Rate

The above salary schedule includes the payment for the school term. The per diem rate is based upon the total number of days scheduled and the annual salary.

C. Less Than Full-Time Positions

See Article IX, Section J.

D. Master Equivalency Certificate

See Article XVI-B-2.

E. Method of Payment

Effective at the beginning of the 2010-11 school year, each employee covered by the provisions of this Agreement shall receive his/her annual salary in twenty-four (24) payments, paid approximately on or before the 15th and on the last working day of the month.

F. Compensation for Other Professional Activities

1. Other Professional Activities

An hourly rate of \$28.20 in the first year, \$28.70 in the second year, \$29.20 in the third year, \$29.70 in the fourth year and \$30.20 in the fifth year shall be paid for the following activities. Only activities which have normally and

customarily been compensated beyond the salary schedule will be eligible for extra pay.

- Participation in Summer Workshops
- Summer School, After School, and Saturday Teaching
- Homebound Instruction

2. Winter/Spring Elementary Musicals

The District will pay the elementary general music teachers or other required elementary teachers a maximum of two (2) hours for attendance at evening Winter and Spring Musicals: payment will be at “other professional activity” rate.

G. Retirement Allowances

1. Retirement Bonus

Effective for employees retiring after the effective date of this Agreement, an employee who retires will be paid a bonus of \$5,000, plus as a reward for good attendance, \$75 for each unused sick day up to 185 days, provided such employee gives written notice of retirement to the Director of Human Resources prior to October 1 for a mid-school year retirement or February 1 for a retirement at the end of the school year. An employee who retires prior to August 1, 2010 will also have the right to have the Retirement Allowance paid under the formula set forth in the 2005-2009 Agreement, instead of the formula set forth in this paragraph.

The District will make a tax-free vehicle, such as an IRS 457 Plan, available for these bonus payments through the District’s provider, if practical and permitted by law.

2. Retiree Insurance Benefits

The provision of retiree insurance benefits funded in part by the School District was negotiated by the USCEA, assisted by the PaFT, in 1986. Prior to 1986, retirees could continue insurance coverage only by paying the full cost of the coverage. In 1986, the teacher bargaining unit represented by the USCEA urged the USCEA to bargain with the School District for the continuation of insurance benefits until the teacher became eligible for Medicare. The contract was intentionally bargained in this way by the USCEA, at the bargaining units’ request, to give teachers the ability to avail themselves of early retirement opportunities under PSERS, because teachers would be unable to take early retirement unless the USCEA could persuade the School District to provide health insurance coverage until they became eligible for Medicare and because Medicare provided sufficient coverage after age 65. The USCEA, at the bargaining unit’s request, purposefully negotiated a provision that granted insurance coverage prior to Medicare eligibility, but not after Medicare eligibility. Accordingly, the USCEA and the AFT Pennsylvania do not believe that there is any legal, moral or ethical basis upon which the School District could be required to continue benefits after Medicare eligibility and will fully and vigorously support the School District, as set forth in this paragraph, if any such claim is made in the future.

- a. Persons who retired prior to September 1, 2005, living in the geographic area covered by the medical insurance plan applicable to the School District's professional employees, will be eligible to participate, until the retiree becomes eligible for Medicare, in the medical insurance program applicable to current active professional employees so that their coverage will change with the coverage available to active employees. For such retirees living outside the geographic area, the School District may make managed care options, such as the Highmark PPO, available to such retirees. For all retirees covered by this paragraph, the School District will contribute toward their cost of future insurance coverage an amount not to exceed the amount of the District's share to provide the same type of coverage (*i.e.*, family, husband/wife, individual, etc.) under the medical insurance program as of the next September 1 following the date of their retirement if retirement occurred at the end of a school year or as of the time they retired if retirement occurred at any other time. Such retiree will continue to pay the amount of any co-pay he or she was paying at the time of retirement and any cost increases for insurance coverage after retirement. Any governmentally provided benefits will be primary to those provided by or through the School District. Further, such retiree and his/her eligible dependents may continue in the Dental Plan until the retiree becomes eligible for Medicare. The retiree will also pay any cost increases for dental insurance.
- b. Persons who retire after September 1, 2005, living in the geographic area covered by the medical insurance plan applicable to the School District's professional employees, will be eligible to participate after the date of retirement for one-quarter year for each year of credited service as a professional employee of the District or until the retiree becomes eligible for Medicare, whichever is earlier, in the medical insurance program applicable to current active professional employees so that their coverage will change with the coverage available to active employees. For such retirees living outside the geographic area, the School District may make managed care options, such as the Highmark PPO, available to such retirees. For all retirees covered by this paragraph, the District's contribution at each level of coverage is capped at the amount paid by the District (not including the employee contribution) during the retiree's last school year worked. If the retiree's level of coverage changes during retirement, *e.g.*, Family to Husband and Wife, the District's contribution will be adjusted to reflect the amount paid by the District (not including the employee contribution) for that level of coverage during the retiree's last school year worked. Such retiree will continue to pay the amount of any premium contribution applicable to the level of coverage at the time of his or her retirement and any cost increases for insurance coverage after retirement. Any governmentally provided benefits will be primary to those provided by or through the School District. Further, such retiree may continue coverage in the Dental and Vision Plans for the same period of time that medical insurance benefits continue. The retiree will pay a portion of the cost for dental and vision insurance in the same manner as applicable to medical insurance.

3. Voluntary or Forced Resignation

Voluntary or forced resignation submitted for the specific purpose of terminating dismissal proceedings involving conduct other than teacher

performance will not qualify the employee for Article XV or Article XVI-G benefits.

H. Cost of Living Protection

Effective with the second year of the Agreement, the School District will provide cost of living protection to employees on steps of the salary schedule which are below \$50,000 per year.

The July **2010** United States city average, All Urban Consumers (CPI-U), (1982-84 = 100) will be compared with the July **2009** CPI-U. If the **2010** CPI-U has increased above the 2009 CPI-U by more than 10.00%, the second year negotiated salary will be increased by 1/2% for each full 1.00% increase in the CPI-U above 10.00%. The July **2011** United States city average, All Urban Consumers (CPI-U), will be compared with the July **2010** CPI-U in a similar fashion in the third year of this Agreement and a similar adjustment made if the July **2011** CPI-U exceeds the July **2010** CPI-U by more than 10.00%. A similar calculation will be made the fourth and fifth years of this Agreement.

I. Counselors, Librarians, Nurses and School Psychologists

Notwithstanding any other provisions of this Agreement, in order to provide necessary services during the summer months, the District may schedule Counselors and School Psychologists to work up to ten (10) days during the summer and Librarians and Nurses to work up to five (5) days in the summer. For the 2009-10 through 2011-12 school years, the status quo with regard to pay and compensatory hours will remain in effect. Effective with the 2012-13 school year, employees in these positions will have the option to receive the Workshop Rate for the hours they are scheduled to work during the summer months or to receive an equivalent number of compensatory hours off in the following school year. The District will work with the Association to provide an orderly method to schedule the additional needed days of work.

ARTICLE XVII
MEMBERSHIP DUES DEDUCTION

A. Deduction from Salary

The Board agrees to continue to deduct from the salaries of members dues for the Upper St. Clair Education Association, and to transmit the monies by check by the first of the month following the deduction to the Upper St. Clair Education Association. All details for dues deduction shall be made between the Business Office and the Association.

B. Indemnification

The Association agrees to defend, indemnify and hold harmless the Board in connection with any cost of litigation arising out of any actions taken at Association request, pursuant to these sections of the Agreement.

C. Equal Monthly Installments

Deductions referred to in paragraph A will be made in ten (10) equal monthly installments during the school year, beginning with the October pay.

D. Notification

No later than September 15, the Association will provide the Board with a list of those employees who have authorized the Board to deduct dues for the Upper St. Clair Education Association.

E. Maintenance of Membership

The Board agrees that all professional employees who are members of the Association at the time of final execution of this Agreement shall be subject to the “maintenance of Membership” provision of Article III, Subsection 18 of the Public Employee Relations Act.

Notwithstanding the above, any professional employee who is a member of the Association at the time of execution of this Agreement may submit his or her written resignation during the fourteen (14) calendar days next following said final execution should he or she desire to do so.

F. Fair Share

The Board and the USCEA hereby agree that all nonmembers of the bargaining unit shall be subject to a fair share fee in accordance with the fair share fee definition and procedures of Act 84 of 1988, 71 P.S. Section 575.

The Employer further agrees to deduct a fair share fee monthly from all employees in the bargaining unit who are not members of the USCEA. Authorization from nonmembers to deduct fair share fees shall not be required.

The amounts to be deducted shall be certified to the employer by the union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the union within three days of the day that the fair share fee is deducted from the employee’s paycheck.

The USCEA shall indemnify and save harmless the Employer and its agents from claims, suits and demands arising out of the Employer’s performance of these provisions to deduct fair share payments.

**ARTICLE XVIII
MISCELLANEOUS PROVISIONS**

A. Savings Clause

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 Association 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.

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

B. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law by a court of last resort having jurisdiction over the parties and the subject matter, or by any final non-appealable order of the Pennsylvania Labor Relations Board, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. No Strike Agreement

During the term of this Agreement, the Association 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 Association members or other persons covered by this Agreement.

D. Printing Agreement

Copies of this Agreement shall be produced at the expense of the Board after agreement with the Association on format. The Agreement shall be made available to all employees.

E. Notice

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

1. Association to Board

If by Association to Board at:

Director of Human Resources
Upper St. Clair School District
1820 McLaughlin Run Road
Upper St. Clair, PA 15241

2. Board to Association

If by Board to Association:

Upper St. Clair Education Association
President
Work location address or his/her home address if school is not in session.

F. 1999 Agreement

In many places in the 1999 Agreement the parties changed references to “teacher” to “employee”. This change was made to reflect, as set forth in Article I, that the Agreement is applicable to various classifications of professional employees and was not intended as a substantive change to this Agreement.

ARTICLE XIX
DURATION OF AGREEMENT

A. Effective Date

This Agreement shall be in effect, **as provided for in the Settlement Agreement dated January 25, 2010, until** from August **24, 2009** to the first day of teacher responsibility in the **2014-2015** School Year.

B. Execution

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT
THIS _____ DAY OF **APRIL, 2010**.

UPPER ST CLAIR SCHOOL DISTRICT

UPPER ST CLAIR EDUCATION ASSOCIATION

President, Board of Education

President, USCEA

Superintendent of Schools

AFT Pennsylvania Representative

Negotiation Team Member

Negotiation Team Member

Negotiation Team Member

Negotiation Team Member

Negotiation Team Member

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Negotiation Team Member

APPENDIX A

Supervision/Evaluation Reference Materials and Forms

APPENDIX A

SUPERVISION/EVALUATION REFERENCE MATERIALS AND FORMS

- A-1. Professional Practice Attributes
- A-2. Option Supervision and Evaluation Model Description
- A-3. FORMS:
 - 1. Report of Classroom Observation – Non Tenured*
 - 2. Report of Classroom Observation – Tenured*
 - 3. Report of Classroom Observation – Tenured Optional*
 - 4. Year-end Criteria for Professional Evaluation – Non-Tenured*
 - 5. Year-end Criteria for Professional Evaluation – Non-Tenured Nurses/Counselors/School Psychologists*
 - 6. Year-end Criteria for Professional Evaluation – Tenured*
 - 6A. Year-end Criteria for Professional Evaluation – Tenured Nurses/Counselors/School Psychologists*
 - 7. Walk-Through Observation Form*
 - 8. Option Model Supervision/Evaluation Election Form*
 - 9. Professional Employee Improvement Plan Form*
 - 10. PDE-428 Annual Employee Evaluation Form for Instructional II Teachers, including PDE Form 428 Attachment A*
 - 11. PDE-427 Instructional I to Instructional II Assessment Form, including PDE Form 427 Attachment A*
 - 12. PDE-5501 Temporary Professional Employee/Professional Employee Rating Form. (For use until such time as the Pennsylvania Department of Education publishes a new form applicable to nurses, counselors and school psychologists. In addition, the School District may also propose an evaluation form to the Pennsylvania Department of Education and, if approved, implement such form. The form will be reviewed with the Association prior to submission to the Department of Education)*

* A copy of this form is posted at <http://webinfo.uscsd.k12.pa.us/profcontract.pdf>

APPENDIX A-1

Upper St. Clair School District Professional Practice Attributes

Domain 1: Planning and Preparation

- Components:
- 1a. Demonstrating Knowledge of Content and Pedagogy
 - Knowledge of Content
 - Knowledge of Prerequisite Student Knowledge
 - Knowledge of Content-Related Pedagogy
 - 1b. Demonstrating Knowledge of Students
 - Knowledge of Characteristics of Age Group
 - Knowledge of Students' Varied Learning Approaches
 - Understanding of Students' Skills and Knowledge
 - Knowledge of Students' Interests and Cultural Heritage
 - 1c. Selecting Instructional Goals
 - Value of Goals (Goals represent high expectations for students; and reflect important learning and conceptual understanding, curriculum standards, and frameworks.)
 - Clarity of Goals (Goals are clearly stated and able to be assessed.)
 - Suitability for Diverse Students (Goals reflect needs of all students in a class.)
 - Balance (Goals represent opportunities for different types of learning – for example, thinking as well as knowledge – and coordination or integration within or across disciplines.)
 - 1d. Demonstrating Knowledge of Resources
 - Resources for Teaching
 - Resources for Students
 - 1e. Designing Coherent Instruction
 - Learning Activities
 - Instructional Materials and Resources
 - Instructional Groups
 - Lesson and Unit Structure
 - 1f. Assessing Student Learning
 - Congruence with Instructional Goals
 - Criteria and Standards
 - Use for Planning

Upper St. Clair School District
Professional Practice Attributes

Domain 2 The Classroom Environment

- Components:
- 2a. Creating an Environment of Respect and Rapport
 - Teacher Interaction with Students
 - Student-to-Student Interaction

 - 2b. Establishing a Culture for Learning
 - Importance of the Content
 - Student Pride in Work
 - Expectations for Learning and Achievement

 - 2c. Managing Classroom Procedures
 - Management of Instructional Groups
 - Management of Transitions
 - Performance of Non-Instructional Duties
 - Supervision of Volunteers and Paraprofessionals

 - 2d. Managing Student Behavior
 - Expectations
 - Monitoring of Student Behavior
 - Response to Student Misbehavior

 - 2e. Organizing Physical Space
 - Safety and Arrangement of Furniture
 - Accessibility to Learning and Use of Physical Resources
 - Classroom Displays

Upper St. Clair School District
Professional Practice Attributes

Domain 3 Instruction

- Components: 3a. Communicating Clearly and Accurately
- Directions and Procedures
 - Oral and Written Language
 - Presentation Style
- 3b. Discussion Techniques
- Quality of Questions
 - Discussion Techniques
 - Student Participation
- 3c. Engaging Students in Learning
- Representation of Content
 - Activities and Assignments
 - Grouping of Students
 - Instructional Materials and Resources
 - Structure and Pacing
- 3d. Providing Feedback to Students
- Quality
 - Timeliness
- 3e. Demonstrating Flexibility and Responsiveness
- Lesson Adjustment
 - Response to Students
 - Persistence and Responsibility

Upper St. Clair School District
Professional Practice Attributes

Domain 4 Professional Responsibilities

- Components:
- 4a. Reflecting on Teaching
 - Accuracy
 - Use in Future Teaching

 - 4b. Maintaining Accurate Records
 - Student Completion of Assignments
 - Student Progress in Learning
 - Non-Instructional Records

 - 4c. Communicating with Families
 - Information About the Instructional Program
 - Information About Individual Students
 - Engagement of Families in the Instructional Program

 - 4d. Contributing to the School and District
 - Relationships with Colleagues
 - Service to the School
 - Participation in School and District Projects

 - 4e. Growing and Developing Professionally
 - Enhancement of Content Knowledge and Pedagogical Skill
 - Service to the Profession

 - 4f. Showing Professionalism
 - Service to Students
 - Advocacy
 - Decision-Making

APPENDIX A-2

OPTION SUPERVISION AND EVALUATION MODEL DESCRIPTION

What follows are brief descriptions of each option. The District reserves the right to identify expectations regarding each option in order to ensure that projects meet professional standards.

1. Peer Review Focus Activities shall include the following:

Lesson Study*

Lesson study is a collaboration of two peers to plan, review and provide constrictive feedback regarding classroom lessons. Department or grade level collaborations may also be approved. A minimum of two lessons shall be observed per participant. Professionals shall jointly observe the teaching of the lessons and participate as researchers to validate best practices, record student reaction and provide constructive feedback. Anecdotal summaries or observation forms shall serve as documentation of the activity and as the basis for the project report. These lessons may be videotaped to assist in professional review.

2. Project Focus Activities shall include the following:

Ad Hoc Committee Work*

Professionals may request to participate in an approved building level or District ad hoc committee. The committee may focus on district-wide goals, grade level/content initiatives, community-based projects or partnerships with educational or corporate organizations. The professional shall present an end of the year report which includes reflection on professional growth and application of the committee work on instructional practices.

Curriculum Committee Work*

With the advice and consent of the appropriate curriculum leader and administrator, professionals may elect to participate in an intensive curriculum committee work group that supports a curriculum recommendation, investigates a current need or implements a knowledge gained through attending conferences and workshops. The professional shall prepare a year-end report that describes the impact of the committee work on the individual's instructional practice and/or professional development and the needs of the district.

Individual/Group Project*

A professional or group of professionals may collaborate with the appropriate administrator to design a group or individual project that would contribute to enhancing professional growth. A pre-project conference shall be held to set goals and outline the project. A conference shall be held near the end of the year to present the project report and discuss what has been learned. Such projects may continue across more than one year with annual progress checks.

Research*

The professional shall research an approved topic that relates to the level or area taught. The professional shall prepare a research report which includes a description of the impact of the project on the professionals' instructional practice.

Self-Reflection Focus Activities shall include the following:

Lesson Study*

The professional shall plan, review and analyze a minimum of two of their lessons that have been video-taped. Best practices, student reaction and plans for lesson modification shall be documented and presented in the project report.

Rubric-Related Goal Setting

The professional shall select one or more specific focus objective(s) from one of the domains in the USC Rubrics for Professional Practice. In an initial conference, the professional shall identify the focus area and establish accompanying goal(s). In addition, the professional shall identify a minimum of two sources of validation that shall be used to demonstrate progress toward the goal. In the year-end conference, the professional shall present a report that reflects on progress toward meeting the goal(s) and share information or evidence in support.

*Qualifies for professional development credit.

APPENDIX A-3

Forms



Upper St. Clair School District
Report of Classroom Observation - Non-Tenured

Professional Name, School, Date, Time, Grade/Level, Subject, Type of Lesson and/or Teacher Activity

Table with 7 columns: Domain 1 - Planning and Preparation, Outstanding, Satisfactory, Needs Improvement, Unsatisfactory, Was Not Observed, Did Not Apply. Rows A-F: Demonstrating knowledge of content and pedagogy, students, instructional goals, resources, coherent instruction, student learning.

Table with 7 columns: Domain 2 - Classroom Environment, Outstanding, Satisfactory, Needs Improvement, Unsatisfactory, Was Not Observed, Did Not Apply. Rows A-E: Creating an environment of respect and rapport, culture for learning, classroom procedures, student behavior, physical space.

Table with 7 columns: Domain 3 - Instruction, Outstanding, Satisfactory, Needs Improvement, Unsatisfactory, Was Not Observed, Did Not Apply. Rows A-E: Communicating clearly and accurately, questioning and discussion techniques, engaging students, feedback to students, flexibility and responsiveness.

General comments and/or suggestions for improvement:

Evaluation Satisfactory [] Needs Improvement [] Unsatisfactory []

Signature of Person Making Observation, Date



Professional Name		School	Date	Time
Grade/Level	Subject			

Domain 1 - Planning and Preparation

Domain 2 - Classroom Environment

Domain 3 - Instruction

Evaluation Satisfactory Unsatisfactory

Signature of Person Making Observation	Date
--	------



Professional Name		School	Date	Time
Grade/Level	Subject			

Domain 1 – Planning and Preparation		Satisfactory	Unsatisfactory
A.	Demonstrating knowledge of content and pedagogy	<input type="checkbox"/>	<input type="checkbox"/>
B.	Demonstrating knowledge of students	<input type="checkbox"/>	<input type="checkbox"/>
C.	Selecting appropriate instructional goals	<input type="checkbox"/>	<input type="checkbox"/>
D.	Demonstrating knowledge of resources	<input type="checkbox"/>	<input type="checkbox"/>
E.	Designing coherent instruction	<input type="checkbox"/>	<input type="checkbox"/>
F.	Assessing student learning	<input type="checkbox"/>	<input type="checkbox"/>

Domain 2 – Classroom Environment		Satisfactory	Unsatisfactory
A.	Creating an environment of respect and rapport	<input type="checkbox"/>	<input type="checkbox"/>
B.	Establishing a culture for learning	<input type="checkbox"/>	<input type="checkbox"/>
C.	Managing classroom procedures	<input type="checkbox"/>	<input type="checkbox"/>
D.	Managing student behavior	<input type="checkbox"/>	<input type="checkbox"/>
E.	Organizing physical space	<input type="checkbox"/>	<input type="checkbox"/>

Domain 3 – Instruction		Satisfactory	Unsatisfactory
A.	Communicating clearly and accurately	<input type="checkbox"/>	<input type="checkbox"/>
B.	Using questioning and discussion techniques	<input type="checkbox"/>	<input type="checkbox"/>
C.	Engaging students in learning	<input type="checkbox"/>	<input type="checkbox"/>
D.	Providing feedback to students	<input type="checkbox"/>	<input type="checkbox"/>
E.	Demonstrating flexibility and responsiveness	<input type="checkbox"/>	<input type="checkbox"/>

General Comments and Suggestions

Evaluation Satisfactory Unsatisfactory

Signature of Person Making Observation	Date
--	------

Professional Name	School	Date	Time	Grade Level	Subject
-------------------	--------	------	------	-------------	---------

Domain 1 – Planning and Preparation		Satisfactory	Unsatisfactory	Strengths	Concerns
A.	Demonstrating knowledge of content and pedagogy	<input type="checkbox"/>	<input type="checkbox"/>		
B.	Demonstrating knowledge of students	<input type="checkbox"/>	<input type="checkbox"/>		
C.	Selecting appropriate instructional goals	<input type="checkbox"/>	<input type="checkbox"/>		
D.	Demonstrating knowledge of resources	<input type="checkbox"/>	<input type="checkbox"/>		
E.	Designing coherent instruction	<input type="checkbox"/>	<input type="checkbox"/>		
F.	Assessing student learning	<input type="checkbox"/>	<input type="checkbox"/>		

Domain 2 – Classroom Environment		Satisfactory	Unsatisfactory	Strengths	Concerns
A.	Creating an environment of respect and rapport	<input type="checkbox"/>	<input type="checkbox"/>		
B.	Establishing a culture for learning	<input type="checkbox"/>	<input type="checkbox"/>		
C.	Managing classroom procedures	<input type="checkbox"/>	<input type="checkbox"/>		
D.	Managing student behavior	<input type="checkbox"/>	<input type="checkbox"/>		
E.	Organizing physical space	<input type="checkbox"/>	<input type="checkbox"/>		

Domain 3 – Instruction		Satisfactory	Unsatisfactory	Strengths	Concerns
A.	Communicating clearly and accurately	<input type="checkbox"/>	<input type="checkbox"/>		
B.	Using questioning and discussion techniques	<input type="checkbox"/>	<input type="checkbox"/>		
C.	Engaging students in learning	<input type="checkbox"/>	<input type="checkbox"/>		
D.	Providing feedback to students	<input type="checkbox"/>	<input type="checkbox"/>		
E.	Demonstrating flexibility and responsiveness	<input type="checkbox"/>	<input type="checkbox"/>		

Domain 4 – Professional Responsibilities		Satisfactory	Unsatisfactory	Strengths	Concerns
A.	Reflecting on teaching	<input type="checkbox"/>	<input type="checkbox"/>		
B.	Maintaining accurate records	<input type="checkbox"/>	<input type="checkbox"/>		
C.	Communicating with families	<input type="checkbox"/>	<input type="checkbox"/>		
D.	Contributing to the school and the district	<input type="checkbox"/>	<input type="checkbox"/>		
E.	Growing and developing professionally	<input type="checkbox"/>	<input type="checkbox"/>		
F.	Showing professionalism	<input type="checkbox"/>	<input type="checkbox"/>		

Individualized Objectives

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Evaluation Satisfactory Unsatisfactory

Evaluator

Date

The non-tenured professional employee's signature indicates that this evaluation was reviewed with the administrator in a conference.

Signature

Date



Professional Name	School	School Year
-------------------	--------	-------------

A. Teaching Skills and Teacher-Pupil Relationships		Satisfactory	Unsatisfactory
1.	Daily activities thoughtfully planned.	<input type="checkbox"/>	<input type="checkbox"/>
2.	Disseminates pertinent information.	<input type="checkbox"/>	<input type="checkbox"/>
3.	Individual differences of students are recognized and accepted.	<input type="checkbox"/>	<input type="checkbox"/>
4.	Physical environment is appropriate to professional responsibility.	<input type="checkbox"/>	<input type="checkbox"/>
5.	Has understanding of age characteristics and relates to students accordingly.	<input type="checkbox"/>	<input type="checkbox"/>
6.	Uses motivational techniques to encourage students.	<input type="checkbox"/>	<input type="checkbox"/>
7.	Skillfully and effectively utilizes various methods.	<input type="checkbox"/>	<input type="checkbox"/>
8.	Effectively utilizes a variety of educational resources.	<input type="checkbox"/>	<input type="checkbox"/>
9.	Attempts to improve the self-reliance of the individual.	<input type="checkbox"/>	<input type="checkbox"/>
10.	Conscientiously supervises students in all areas of school responsibility.	<input type="checkbox"/>	<input type="checkbox"/>
11.	Students willingly seek the aid of professional services.	<input type="checkbox"/>	<input type="checkbox"/>
12.	Sees that students follow through on mutually determined recommendations.	<input type="checkbox"/>	<input type="checkbox"/>
13.	Discipline shows mutual respect.	<input type="checkbox"/>	<input type="checkbox"/>
14.	Organizes and maintains accurate and current records.	<input type="checkbox"/>	<input type="checkbox"/>

B. Professional Relationships		Satisfactory	Unsatisfactory
1.	Inter-personal relationships are pleasant and professional.	<input type="checkbox"/>	<input type="checkbox"/>
2.	Is responsible in fulfilling school obligations.	<input type="checkbox"/>	<input type="checkbox"/>
3.	Is familiar with the school philosophy and does his share to improve the total school program.	<input type="checkbox"/>	<input type="checkbox"/>
4.	Accepts and implements a constructive criticism in a professional manner.	<input type="checkbox"/>	<input type="checkbox"/>
5.	Has a genuine professional attitude; seeks to advance education through individual and group endeavors.	<input type="checkbox"/>	<input type="checkbox"/>
6.	Is interested and participates in establishing favorable school /community relations.	<input type="checkbox"/>	<input type="checkbox"/>

Criteria for Professional Evaluation – Non-Tenured Nurses/Counselors**Strengths**

--

Individualized Objectives

Concerns	Objectives

Evaluation Satisfactory Unsatisfactory

Evaluator Signature	Date
---------------------	------

The nurse's/counselor's signature indicates that this evaluation was reviewed with the administrator in a conference.

Employee Signature	Date
--------------------	------



Professional Name	School	School Year	Grade/Level	Subject
-------------------	--------	-------------	-------------	---------

Strengths
Domain 1: Planning and Preparation
Domain 2: Classroom Environment
Domain 3: Instruction
Domain 4: Professionalism

Concerns	Individualized Objectives
Domain 1: Planning and Preparation	
Domain 2: Classroom Environment	
Domain 3: Instruction	
Domain 4: Professionalism	

Supervisor Signature	Date
----------------------	------

Employee Signature	Date
--------------------	------



Professional Name	School	School Year	Grade/Level	Subject
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Strengths

Individualized Objectives	
Concerns	Objectives

Evaluation Satisfactory Unsatisfactory

Evaluator Signature	Date
---------------------	------

The professional employee's signature indicates that this evaluation was reviewed with the administrator in a conference.

Employee Signature	Date
--------------------	------



Upper St. Clair School District Walk-Through Observation Form

Professional Name		School	Date	Time
Grade/Level	Subject			

DOMAIN 1 - Planning and Preparation: Includes demonstrating knowledge of content, demonstrating understanding of students, selecting instructional goals, demonstrating knowledge of resources, designing coherent instruction, and assessing student learning.

DOMAIN 2 - Classroom Environment: Includes creating an environment of respect and rapport, establishing a culture for learning, managing classroom procedures, managing student behavior, and organizing physical space.

DOMAIN 3 - Instruction: Includes communicating clearly and accurately, using questioning and discussion techniques, engaging students in learning, providing written and oral feedback to students and demonstrating flexibility and responsiveness.

Evaluation Satisfactory Needs Improvement Unsatisfactory
(May include developmental suggestions) (Performance Improvement Plan Required)

Observer's Signature	Date
----------------------	------

Note: Any professional who receives an unsatisfactory rating while in the option model will transition to the traditional model in the subsequent year.



Upper St. Clair School District
Option Model Supervision/Evaluation Election Form

Professional Name	School	School Year	Assignment
-------------------	--------	-------------	------------

This form is to be submitted to the building principal no later than September 30th of the school year.

Option Model 2 year rotation is years 4,5; 7,8; 10,11; 13,14; 16,17; 19,20; 22,23; etc. beginning from the Board approved start date (see seniority list)

I am in my _____ year of regular active professional employment and I elect the following option as my supervision/evaluation mode.

<input type="checkbox"/>	Peer Review Focus	Activity	
<input type="checkbox"/>	Project Focus	Activity	
<input type="checkbox"/>	Self-Reflection Focus	Activity	

1. Description of Option Model Supervision/Evaluation project/activity:

2. Identification of the domains and components, found in the Rubrics for Professional Practice, to be addressed:

3. Identification of others who may be participating in this project/activity:**4. Time-line for project/activity completion:****Pre-Conference**

Approved by	Date
Employee Signature	Date

Post-ConferencesSatisfactory Unsatisfactory **Report Submitted**Satisfactory Unsatisfactory

Reviewed by	Date
Employee Signature	Date

Upper St. Clair School District

Professional Employee Improvement Plan Form 9

Employee Name _____ Supervisor _____ Plan Period: From _____ To _____
Position _____ School _____ Date Discussed: _____

<u>Concerns</u>	<u>Objectives</u>	<u>Strategies</u>

-08-

-18-

<u>Concerns</u>	<u>Objectives</u>	<u>Strategies</u>

Progress Review will be held at least monthly to review progress and discuss any concerns or issues.
Review Dates:

Employee Signature _____ Date _____ Supervisor Signature _____ Date _____

EMPLOYEE EVALUATION FORM FOR INSTRUCTIONAL II TEACHERS

Employee's Last Name	First	Middle	Position(s) of Employee
District/IU	School	Evaluator	Interview/Conference Date
School Year:		Evaluation: (Check 1) <input type="checkbox"/> One <input type="checkbox"/> Two	

This form is to serve as a permanent record of an administrator's evaluation of a teacher's performance during a specific time period based on specific criteria.

PERFORMANCE EVALUATION

Directions: Examine all sources of evidence provided by the teacher and bear in mind the aspects of teaching for each of the four categories used in this form. Refer to the rubric language, checking the appropriate aspects of teaching, and indicating the sources of evidence used to determine the evaluation of the results in each category. Last, assign an overall evaluation of performance, sign the form and gain the signature of the employee.

Category I: Planning and Preparation -- Through their knowledge of content and pedagogy skills in planning and preparation, teachers make plans and set goals based on the content to be learned, their knowledge of students and their instructional context. Category I reviews: Knowledge of Content and Pedagogy, Knowledge of Students, Selecting Instructional Goals, Designing Coherent Instruction, Assessing Student Learning, Knowledge of Resources, Materials and Technology.

<input type="checkbox"/> SATISFACTORY	<input type="checkbox"/> UNSATISFACTORY
<p>Performance Demonstrates:</p> <ul style="list-style-type: none"> ○ In-depth and thorough knowledge of content, pedagogy and Pa. Academic Standards ○ Thorough knowledge of students and how to use this knowledge to direct and guide instruction ○ Clear and appropriate instructional goals that reflect Pa. standards and high expectations for students ○ In-depth and thorough awareness of resources, materials, or technology available through the school or district or professional organizations ○ Appropriate instructional design in which plans for various elements are aligned with the instructional goals and have a recognizable sequence and required adaptations for individual student needs ○ Appropriate assessments of student learning completely aligned to the instructional goals and adapted as needed for student needs. 	<p>Performance Demonstrates:</p> <ul style="list-style-type: none"> ○ Limited or partial knowledge of content, pedagogy and Pa. Academic Standards ○ Irrelevant or partial knowledge of students and how to use this information to direct and guide instruction ○ Unclear or trivial instructional goals and low expectations for students. ○ Little or no awareness of resources, materials, and technology available through the school or district or professional organizations ○ Inappropriate or incoherent instructional design in which plans for elements are not aligned with the instructional goals, and have few or inappropriate adaptations for individual student needs ○ Inappropriate assessments of student learning not aligned to the instructional goals nor adapted as needed for student needs.

Sources of Evidence (Check all that apply and include dates, types/titles and number)

- | | |
|---|---|
| <input type="checkbox"/> Lesson/Unit Plans See Attachment 428 A
<input type="checkbox"/> Resources/Materials/Technology See Attachment 428 A
<input type="checkbox"/> Assessment Materials See Attachment 428 A
<input type="checkbox"/> Information About Students See Attachment 428 A | <input type="checkbox"/> Teacher Conferences/Interviews See Attachment 428 A
<input type="checkbox"/> Classroom Observations See Attachment 428 A
<input type="checkbox"/> Teacher Resource Documents See Attachment 428 A
<input type="checkbox"/> Other See Attachment 428 A |
|---|---|

Justification for Evaluation

Category II: Classroom Environment -- Teachers establish and maintain a purposeful and equitable environment for learning, in which students feel safe, valued, and respected by instituting routines and by setting clear expectations for student behavior. Category II reviews: Teacher Interaction with Students, Establishment of an Environment for Learning, Student Interaction.

SATISFACTORY

UNSATISFACTORY

Performance demonstrates:

- High and clear expectations for student achievement with value placed on the quality of student work
- Significant attention to equitable learning opportunities for students
- Appropriate and highly respectful interactions between teacher and students and among students
- Highly effective classroom routines and procedures resulting in little or no loss of instructional time
- Clear standards of conduct and effective management of student behavior
- Safe and skillful organization of physical space, to the extent it is under the control of the teacher, that provides accessibility to learning and to the use of resources.

Performance Demonstrates:

- Low or unclear expectations for student achievement with little or no value placed on the quality of student work.
- Little or no attention to equitable learning opportunities for students
- Inappropriate or disrespectful interactions between teacher and students and among students
- Inefficient classroom routines and procedures resulting in loss of instructional time
- Absent or unclear standards of conduct, or ineffective management of student behavior
- Unsafe or inadequate organization of physical space, to the extent it is under the control of the teacher, to provide accessibility to learning and to the use of resources, materials, and technology.

Sources of Evidence (Check all that apply and include dates, types/titles, and number)

- | | | | |
|---|----------------------|---|----------------------|
| <input type="checkbox"/> Classroom Observations | See Attachment 428 A | <input type="checkbox"/> Visual Technology | See Attachment 428 A |
| <input type="checkbox"/> Informal Observations/Visits | See Attachment 428 A | <input type="checkbox"/> Resources/Materials/Technology/Space | See Attachment 428 A |
| <input type="checkbox"/> Teacher Conferences/Interviews | See Attachment 428 A | <input type="checkbox"/> Other | See Attachment 428 A |

Justification for Evaluation

Category III: Instructional Delivery -- Through their knowledge of content and their pedagogy and skill in delivering instruction, teachers engage students in learning by using a variety of instructional strategies. Category III addresses: Communications, Questioning and Discussion Techniques, Engaging Students in Learning, Providing Feedback, Demonstrating Flexibility and Responsiveness)

SATISFACTORY

UNSATISFACTORY

Performance Demonstrates:

- Clear and appropriate communication of procedures and high quality explanations of content
- Highly effective use of questioning and discussion strategies that encourage many students to participate
- High-level engagement of students in learning and adequate pacing of instruction
- Equitable, accurate and constructive feedback to students on their learning
- Informed and appropriate use of informal and formal assessments to meet learning goals and to monitor student learning
- High degree of flexibility and responsiveness in meeting the learning needs of students.

Performance Demonstrates:

- Unclear or inappropriate communication of procedures and poor explanations of content
- Ineffective use of questioning and discussion strategies and little student participation
- Little or no engagement of students in learning and poor pacing of instruction
- Inaccurate or inappropriate feedback to students on their learning
- Little or inappropriate use of formal and informal assessments to meet learning goals and to monitor student learning
- Inflexibility in meeting the learning needs of students.

Sources of Evidence (Check all that apply and include dates, types/titles, or number)

- | | |
|--|--|
| <input type="checkbox"/> Classroom Observations See Attachment 428 A
<input type="checkbox"/> Informal Observations/Visits See Attachment 428 A
<input type="checkbox"/> Assessment Materials See Attachment 428 A
<input type="checkbox"/> Teacher Conferences/Interviews See Attachment 428 A | <input type="checkbox"/> Student Assignment Sheets See Attachment 428 A
<input type="checkbox"/> Student Work See Attachment 428 A
<input type="checkbox"/> Instructional Resources/Materials/Technology See Attachment 428 A
<input type="checkbox"/> Other See Attachment 428 A |
|--|--|

Justification for Evaluation

Category IV: Professionalism — Professionalism refers to those aspects of teaching that occur in and beyond the classroom/building. Category IV addresses: Adherence to School and District Procedures, Maintaining Accurate Records, Commitment to Professional Standards, Communicating with Families, Demonstrating Professionalism.

SATISFACTORY

UNSATISFACTORY

Performance Demonstrates:

- Full adherence to school and district procedures and regulations related to attendance, punctuality, and the like.
- Full knowledge of Professional Code of Conduct and full commitment to professional standards
- Full and active compliance with school and district requirements for maintaining accurate and complete records
- Full and active compliance with district requirements for communicating with families regarding student needs/improvement
- Full and frequent participation in professional development events/opportunities, consistent application of new learning in the classroom, and sharing of learning with colleagues

Performance Demonstrates:

- Little and/or irregular compliance to school and district procedures and regulations related to attendance, punctuality, and the like
- Little knowledge of Professional Code of Conduct and little commitment to professional standards
- Inefficient or ineffective system for maintaining accurate records that is not in compliance with school or district guidelines and
- Infrequent or inappropriate communication with families to understand student needs and development
- Little or infrequent participation in professional development opportunities, little application of new learning in the classroom and little sharing of learning with colleagues

Sources of Evidence (Check all that apply and include dates, types/titles, and number)

- | | | | |
|--|----------------------|---|----------------------|
| <input type="checkbox"/> Teacher Conferences/Interviews | See Attachment 428 A | <input type="checkbox"/> Progress Reports/Report Cards | See Attachment 428 A |
| <input type="checkbox"/> Observations/Visual Technology | See Attachment 428 A | <input type="checkbox"/> Parent/School/Community Feedback | See Attachment 428 A |
| <input type="checkbox"/> Artifacts/Interaction with Family | See Attachment 428 A | <input type="checkbox"/> Artifacts: Professional Development/Act 48 Documentation | See Attachment 428 A |
| <input type="checkbox"/> Student Records/Grade Book | See Attachment 428 A | <input type="checkbox"/> Perceptive Use of Teaching/Learning Reflections | See Attachment 428 A |
| | | <input type="checkbox"/> Other | See Attachment 428 A |

Justification for Evaluation

Evaluation:

I certify that the before named employee for the period beginning _____ and ending _____ has been evaluated
(month/day/year) (month/day/year)
to have an overall level of proficiency that is: Satisfactory; Unsatisfactory

Signature of Principal/Assistant Principal
(Evaluator)

Date

Signature of I. U. Director or Superintendent

Date

Overall Justification for Evaluation

Commendations (optional)

Professional Development Areas:

Name of Employee

Signature of Employee

Date

PDE Form 428 Attachment A

Category I:

Lesson Unit Plans: Types Titles and Numbers:
Resources / Materials / Technology:
Assessment Material:
Information About Students:
Teacher Conferences Interviews:
Classroom Observations:
Teacher Resource Documents:
Other:

PDE Form 428 Attachment A

Category II:

Classroom Observations:
Informal Observations/Visits:
Teacher Conferences/Interviews:
Visual Technology:
Resources/Materials/Technology/Space:
Other:

Category III:

Classroom Observations:
Informal Observations/Visits:
Assessment Materials:
Teacher Conferences/Interviews:
Student Assignment Sheets:
Student Work:
Instructional Resources/Materials/Technology:
Other:

Category IV:

Teacher Conferences/Interviews:
Observations/Visual Technology:
Artifacts/Interaction with Family:
Student Records/Gradebook:
Progress Reports/Report Cards:
Parent/School/Community Feedback:
Artifacts: Professional Development/Act 48 Documentation:
Perceptive Use of Teaching/Learning Reflections:
Other:

INSTRUCTIONAL I TO INSTRUCTIONAL II ASSESSMENT FORM

Applicant’s Last Name First Middle Positions(s) of Employee

District/IU School Evaluator Interview/Conference Date

Directions: This form is used after having reviewed 6 satisfactory semi-annual employee evaluations of the teacher’s performance. All categories in this form must be assessed as well as all sources of evidence provided by the teacher. The evaluator should bear in mind the aspects of teaching for each category and refer to the rubric language. If applicable, record commendations. Finally, assign an overall assessment, sign the form and gain Superintendent’s review and signature. This form **MUST BE** included as part of the Instructional II application submitted to the Pa. Dept. of Education.

Category I: Planning/Preparation--Through their knowledge of content and pedagogy skills in planning and preparation, teachers make plans and set goals based on the content to be learned, their knowledge of students and their instructional context. Category I reviews: Knowledge of Content and Pedagogy, Knowledge of Pennsylvania Academic Standards, Knowledge of Students, Selecting Instructional Goals, Designing Coherent Instruction, Assessing Student Learning, Knowledge of Resources, Materials and Technology.

- Teacher’s performance demonstrates:
- o In-depth and thorough knowledge of content and pedagogy
 - o In-depth and thorough knowledge of Pennsylvania’s Academic Standards
 - o In-depth and thorough knowledge of students and how to use this knowledge to direct and guide instruction
 - o Clear and appropriate instructional goals that reflect content standards and high expectations for students
 - o Thorough awareness of resources, materials, and technology available through the school or district or professional organizations
 - o Appropriate and coherent instructional design in which plans for all elements are completely aligned with the instructional goals, have a clear sequence, and include adaptations for individual student needs
 - o Perceptive reflection on teaching and learning and use of such in future instruction planning
 - o Appropriate and clear assessments of student learning completely aligned to the instructional goals, and adapted as required for student needs.

- Sources of Evidence** (Check all that apply and include dates, types/titles and number)
- | | | | |
|--|----------------------|---|----------------------|
| <input type="checkbox"/> Lesson/Unit Plans | See Attachment 427 A | <input type="checkbox"/> Teacher Conferences/Interviews | See Attachment 427 A |
| <input type="checkbox"/> Resources/Material/Technology | See Attachment 427 A | <input type="checkbox"/> Classroom Observations | See Attachment 427 A |
| <input type="checkbox"/> Assessment Materials | See Attachment 427 A | <input type="checkbox"/> Teacher Resource Documents | See Attachment 427 A |
| <input type="checkbox"/> Information About Students | See Attachment 427 A | <input type="checkbox"/> Other | See Attachment 427 A |

Assessment of Category I Factors (Discussion)

Category II: Classroom Environment --Teachers establish and maintain a purposeful and equitable environment for learning, in which students feel safe, valued, and respected by instituting routines and setting clear expectations for student behavior. Category II reviews: Teacher Interaction with Students, Establishment of a Learning Environment, Student Interaction.

Teacher's performance demonstrates:

- o High and clear expectations for student achievement in a challenging and dynamic learning environment, with value placed on high quality student work
- o Significant attention to equitable learning opportunities for students
- o Appropriate and highly respectful interactions between teacher and students and among students
- o Highly effective classroom routines and procedures resulting in effective use of instructional time
- o Clear standards of conduct and highly effective and preventive management of student behavior
- o Safe and skillful organization of physical space, to the extent it is under the control of the teacher, that provides accessibility to learning and to the use of resources, materials, and technology.

Sources of Evidence (Check all that apply and include dates, types/titles, and number)

- | | | | |
|---|----------------------|---|----------------------|
| <input type="checkbox"/> Classroom Observations | See Attachment 427 A | <input type="checkbox"/> Visual Technology | See Attachment 427 A |
| <input type="checkbox"/> Informal Observations/Visits | See Attachment 427 A | <input type="checkbox"/> Resources/Materials/Technology/Space | See Attachment 427 A |
| <input type="checkbox"/> Teacher Conferences/Interviews | See Attachment 427 A | <input type="checkbox"/> Other | See Attachment 427 A |

Assessment of Category II Factors (Discussion)

Category III: Instructional Delivery --Teachers, through their knowledge of content and their skill in delivering instruction, engage students in learning by using a variety of instructional strategies. Category III reviews: Communications, Questioning and Discussion Techniques, Engaging Students in Learning, Providing Feedback, Demonstrating Flexibility and Responsiveness.

Teacher's performance demonstrates:

- o Clear and appropriate communication of procedures and high-quality explanations of the content
- o Highly effective use of different levels of questioning and discussion strategies that encourage most, if not all, students to participate
- o High-level engagement of students in learning and appropriate pacing of instruction
- o Equitable, accurate, and constructive feedback to students on their learning
- o Informed and appropriate use of formal and informal assessments to meet learning goals and to monitor student learning
- o High degree of flexibility and responsiveness in meeting the learning needs of students.

Sources of Evidence (Check all that apply and include dates, types/titles, or number)

- | | | | |
|---|----------------------|---|----------------------|
| <input type="checkbox"/> Classroom Observations | See Attachment 427 A | <input type="checkbox"/> Student Assignment Worksheets | See Attachment 427 A |
| <input type="checkbox"/> Informal Observations/Visits | See Attachment 427 A | <input type="checkbox"/> Student Work | See Attachment 427 A |
| <input type="checkbox"/> Assessment Materials | See Attachment 427 A | <input type="checkbox"/> Instructional Resources/Materials/Technology | See Attachment 427 A |
| <input type="checkbox"/> Teacher Conferences/Interviews | See Attachment 427 A | <input type="checkbox"/> Other | See Attachment 427 A |

Assessment of Category III Factors (Discussion)

Category IV: Professionalism--Professionalism is demonstrated through qualities that characterize a professional person in aspects occurring in and beyond the classroom/building. Category IV reviews: Maintaining Clear and Accurate Records, Communication with Families and Students, Contributing to School and District, Developing Professionalism.

Teacher's performance demonstrates:

- o Full adherence to school and district procedures and regulations related to attendance, punctuality, and the like.
- o Full knowledge of Professional Code of Conduct and full commitment to professional standards
- o Full and active compliance with school and district requirements for maintaining accurate and complete records and communicating with families regarding student needs/improvement
- o Frequent participation in school and district professional development events/opportunities, consistent application of new learning in the classroom and sharing of learning with colleagues

Sources of Evidence (Check all that apply and include dates, types/titles, and number)

- | | | | |
|--|----------------------|---|----------------------|
| <input type="checkbox"/> Teacher Conferences/Interviews | See Attachment 427 A | <input type="checkbox"/> Progress Reports/Report Cards | See Attachment 427 A |
| <input type="checkbox"/> Observations/Visual Technology | See Attachment 427 A | <input type="checkbox"/> Parent/School/Community Feedback | See Attachment 427 A |
| <input type="checkbox"/> Artifacts/Interaction with Family | See Attachment 427 A | <input type="checkbox"/> Artifacts: Professional Development/Act 48 Documentation | See Attachment 427 A |
| <input type="checkbox"/> Student Records/Grade Book | See Attachment 427 A | <input type="checkbox"/> Perceptive Use of Teaching/Learning Reflections | See Attachment 427 A |
| | | <input type="checkbox"/> Other | See Attachment 427 A |

Assessment of Category IV Factors (Discussion)

Teacher's Name

Social Security Number

I certify that the before named applicant for the period beginning _____ and ending _____ has received an overall assessment that is:
(month/day/year) (month/day/year)

SATISFACTORY

UNSATISFACTORY

Signature of Principal/Assistant Principal (Assessor)

Date

Signature of District Superintendent or
I. U. Executive Director

Date

Overall Justification for Assessment

Commendations (optional)

Name of Applicant

Signature of Applicant

Date

NOTE: Only page 4 is returned to the Pa. Dept. of Education as a part of the application for a Level II certificate.

PDE-427

PDE Form 427 Attachment A

Category I:

Lesson Unit Plans: Types Titles and Numbers
Resources / Materials / Technology:
Assessment Material:
Information About Students:
Teacher Conferences/Interviews:
Classroom Observations:
Teacher Resource Documents:
Other:

PDE Form 427 Attachment A

Category II:

Classroom Observations:
Informal Observations/Visits:
Teacher Conferences/Interviews:
Visual Technology:
Resources/Materials/Technology/Space:
Other:

PDE Form 427 Attachment A

Category III:

Classroom Observations:
Informal Observations/Visits:
Assessment Materials:
Teacher Conferences/Interviews:
Student Assignment Worksheets:
Student Work:
Instructional Resources/Materials/Technology:
Other:

PDE Form 427 Attachment A

Category IV:

Teacher Conferences/Interviews:
Observations/Visual Technology:
Artifacts/Interaction with Family:
Student Records/Gradebook:
Progress Reports/Report Cards:
Parent/School/Community Feedback:
Artifacts: Professional Development/Act 48 Documentation
Perceptive Use of Teaching/Learning Reflections:
Other

STANDARDS FOR USE OF PDE-5501**EMPLOYEE DEFINITIONS***

The term *professional employee* shall include those who are certificated as teachers, supervisors, principals, assistant principals, vice-principals, directors of vocational education, dental hygienist, visiting teachers, home and school visitors, school counselors, child nutrition program specialists, school nurses, school librarians, and school secretaries, the selection of whom is on the basis of merit as determined by eligibility lists.

The term *temporary professional employee* shall mean any individual who has been employed to perform for a limited time the duties of a newly created position or of a regular professional employee whose service has been terminated by death, resignation, suspension or removal.

The term *employee* used only hereafter shall refer to both temporary professional and professional employees.

RATING OF TEMPORARY PROFESSIONAL EMPLOYEE**

A temporary professional employee must be notified as to the quality of service at least twice a year. No such employee shall be dismissed unless rated as unsatisfactory and notified in writing of such unsatisfactory rating within 10 days after the unsatisfactory rating. A temporary professional employee whose work has been certified by the district superintendent or an intermediate unit executive director to the secretary of the school district, during the last (4) four months of the third year of such service, as being satisfactory shall thereafter be a *professional employee* within the meaning of this article. The attainment of this status shall be recorded in the records of the board and written notification thereof shall be sent also to the employee. The employee shall then be tendered forthwith a regular contract of employment as provided for professional employees.

DESIGNATED RATER***

Rating shall be done by or under the supervision of the superintendent of schools or, if so directed by him/her, the same may be done by an assistant superintendent, a supervisor, or a principal, who has supervision over the work of the professional employee or temporary professional employee who is being rated. No unsatisfactory rating shall be valid unless approved by the district superintendent.

MAINTENANCE OF RATING RECORDS****

It shall be the duty of the board of school directors to cause to be established a permanent record system containing ratings for each professional employee within the district and copies of all his/her ratings for the year shall be transmitted to the employee upon his/her request; or if any rating during the year is unsatisfactory copy of same shall be transmitted to the professional employee concerned. No ... employee shall be dismissed unless such rating records have been kept on file by the board of school directors.

* See Section 1101 (1) and (3) of the Public School Code of 1949, as amended.

** See Section 1108 of the Public School Code of 1949, as amended.

*** See Section 1123 of the Public School Code of 1949, as amended.

**** See Section 1125(a) of the Public School Code of 1949, as amended.

Note: ... The word *professional* has been deleted to be consistent with the employee definitions.

GENERAL RATING

1. Designated rater shall use this rating card for each and every official employee rating.
2. The designated rater will place his/her signature in the block provided for either the satisfactory or unsatisfactory rating at the top of the card.
3. Professional employees shall be rated a minimum of once each year.
4. Due consideration shall be given in the rating process to the following factors: professional assignment, intellectual level of students and learning/behavioral problems which might affect professional performance and factors over which the professional has control.
5. Using the descriptors listed in each category on the card, the rater will attach a numerical value to the employee's performance in each of the four categories – Personality, Preparation, Technique and Pupil Reaction – to a maximum numerical value of 20 points per category. The aggregate numerical value will not exceed 80 points when adding the four categories.
6. The final numerical rating for each category will appear in the designated block at the bottom of each category column. The total numerical score of the four categories shall be placed in the rating box.
7. Descriptors in each category shall not be weighted. The objective is to substantiate the numerical score with anecdotal records using the descriptors simply as guides.
8. A rating in any category of less than 20 points shall be substantiated by anecdotal records and discussed with the employee.
9. A copy of the rating shall be provided to any employee upon request.

DETAILED APPRAISAL FOR UNSATISFACTORY RATING

1. When an unsatisfactory rating in any major category I, II, III or IV is given an employee, the rater must place a check in the block opposite that category designation.
2. It is possible that a gross deficiency in a single category might be sufficiently serious to warrant a total rating of unsatisfactory.
3. Wherever an unsatisfactory rating is given, each such recorded rating must be stated and the specific circumstances supported by anecdotal records. The records must include specific details of evidence likely to be important in the event the services of an employee are to be discontinued.
4. Two consecutive unsatisfactory ratings of a professional employee are necessary to support a dismissal on the grounds of incompetency.

APPENDIX B

Summary of Health Care Plan Benefits For ACSHIC HMO Standard Plan

Summary of KeystoneBlue Benefits

KeystoneBlue is an HMO product that does not require referrals although selection of a PCP is still necessary. Except for emergencies, all covered services must be received from a Keystone Health Plan West network provider. Below are specific benefit levels that apply during your benefit period.

Allegheny County Schools Health Insurance Consortium

7-1-2008

Benefit	Network
Benefit Period ⁽¹⁾	Calendar Year
Deductible (per benefit period)	
Individual	None
Family	None
Plan Payment Level – Based on the provider’s reasonable charge (PRC)	100%
Out-of-Pocket Maximums (Once met, plan payment level becomes 100%)	
Individual	None
Family	None
Lifetime Maximum (per person)	Unlimited
Primary Care Physician Office Visits	100%
Specialist Office Visits	100% after \$15 copayment
Preventive Care	
<i>Adult</i>	
Routine physical exams	100%
Adult Immunizations	100%
Routine gynecological exams, including a Pap Test	100%
Mammograms, annual routine and medically necessary	100%
<i>Pediatric</i>	
Routine physical exams	100%
Pediatric immunizations	100%
Emergency Room Services	100% after \$35 copayment (waived if admitted)
Spinal Manipulations	100% after \$15 copayment Unlimited visits/benefit period
Physical Medicine	100% Unlimited visits/benefit period
Speech Therapy	100% Unlimited visits/benefit period
Occupational Therapy	100% Unlimited visits/benefit period
Allergy Extracts and Injections	100%
Ambulance	100%
Assisted Fertilization Procedures	\$15,000 family maximum per lifetime
Dental Services Related to Accidental Injury	100%
Diabetes Treatment	100%
Diagnostic Services (including routine)	
<i>Advanced Imaging</i> (MRI, CAT Scan, PETscan, etc.)	100%
<i>Basic Diagnostic Services</i> (standard imaging, diagnostic medical, lab/pathology, allergy testing)	100%
Durable Medical Equipment, Orthotics and Prosthetics	100%
Enteral Formulae	100%
Home Infusion Therapy	100%
Home Health Care	100%
Hospice	100%
Hospital Services – Inpatient	100% (Admissions primarily for Physical Medicine, Speech Therapy, and/or Occupational Therapy Services are limited to a combined total of sixty (60) calendar days, per course of treatment, for the same condition, beginning on the date of the rehabilitation admission)
Hospital Services – Outpatient	100%
Infertility Counseling, Testing and Treatment ⁽²⁾	100%
Maternity (facility & professional services)	100%

Benefit	Network
Medical/Surgical Expenses (Except Office Visits)	100%
Mental Health – Inpatient (3)	100% Unlimited days/benefit period
Mental Health – Outpatient (3)	100% Unlimited visits/benefit period
Private Duty Nursing	100%
Respiratory Therapy	100%
Skilled Nursing Facility Care	100%
Substance Abuse – Inpatient Detoxification	100% Limit: 7 days/admission; 4 admissions/lifetime
Substance Abuse – Inpatient Rehabilitation	100% Limit: 30 days/benefit period; 90 days/lifetime
Substance Abuse – Outpatient	100% Limit: 60 visits/benefit period; 120 visits/lifetime
Therapy Services (Cardiac Rehab, Infusion Therapy, Chemotherapy, Radiation Therapy and Dialysis)	100%
Transplant Services	100%
Precertification Requirements	Performed by Provider
Prescription Drug Deductible Individual Family	None None
Premier Prescription Drug Program	<i>Defined by Premier Pharmacy Network - Not Physician Network. (Prescriptions filled at a non-network pharmacy are not covered.)</i> Retail Drugs(5) (34-day Supply) \$5 generic copayment \$25 brand copayment \$40 non-formulary brand copayment <i>Maintenance Drugs through Mail Order(5) (90-day Supply)</i> \$5 generic copayment \$25 brand copayment \$40 non-formulary brand copayment

Questions? Call 1-800-215-7865

Reference Code: E0408003

(Please have your Reference Code ready when you call)

- (1) Your group's benefit period is based on a Calendar Year which runs from January 1 to December 31.
- (2) Treatment includes coverage for the correction of a physical or medical problem associated with infertility. Infertility drug therapy may or may not be covered depending on your group's prescription drug program.
- (3) State mandated benefits (30 inpatient days and 60 outpatient visits annually with the right to exchange inpatient days for outpatient visits on a one-for-two basis) may apply to a diagnosis of serious mental illness. Serious mental illnesses include: schizophrenia, schizo-affective disorder, major depressive disorder, bipolar disorder, obsessive compulsive disorder, panic disorder, anorexia nervosa, bulimia nervosa, delusional disorder. Once mental health limits are exhausted, both inpatient and outpatient serious mental illness services must be provided by a network provider (see above-referenced benefits for plan limits).
- (4) The formulary is an extensive list of Food and 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 the Highmark Pharmacy and Therapeutics Committee made up of clinical pharmacists and physicians. Your program includes coverage for both formulary and non-formulary drugs at the specific copayment or coinsurance amounts listed above. You are responsible for the payment differential when a generic drug is authorized by your doctor and you elect to purchase a brand name drug. Your payment is the price difference between the brand name drug and generic drug in addition to the brand name drug copayment or coinsurance amounts, which may apply.

This is not intended as a contract of benefits. It is designed purely as a reference of the many benefits available under your program.

APPENDIX C

Application for a Sabbatical Leave of Absence

UPPER ST. CLAIR TOWNSHIP SCHOOL DISTRICT
Upper St. Clair, PA 15241

APPLICATION FOR A SABBATICAL LEAVE OF ABSENCE

I hereby apply for a Sabbatical Leave of Absence for a period of _____ semester
(First and/or Second)

of the _____ beginning _____ and continuing until _____
(School Year) (Date) (Date)

In support of this application, I submit the following information:

1. I have been a professional staff member in the state of Pennsylvania for a period of _____ years from _____ to _____.
2. I have been a professional staff member in the Upper St. Clair School District for a period of _____ years from _____ to _____.
3. I have not had a Sabbatical Leave of Absence since _____.
(Date)

I request this Sabbatical Leave for the purpose of:

(Please indicate professional development or restoration of health)

If I am granted this Sabbatical Leave, I agree to return as an employee of the School District of the Township of Upper St. Clair for a period of not less than one school term immediately following the expiration of my Sabbatical Leave. I recognize that under the law I will forfeit all benefits in connection with the Sabbatical Leave if I fail to return to employment, unless prevented by illness or physical disability. In the event of such forfeiture, I agree to promptly reimburse the School District for all expenses incurred by the School District in my behalf during my absence, including but not limited to salary, hospitalization, social security, insurance and workers' compensation.

If the purpose for requesting the Sabbatical Leave is (check appropriate area)

1. Professional Development: I shall submit with my application a description of the intended study program which shall consist of, or be a combination of, 9 graduate credits, 12 undergraduate credits, 180 hours of professional development activities for a half year sabbatical, and 18 graduate credits, 24 undergraduate credits, 360 hours of professional development activities for the full year sabbatical. The description shall include a detailed plan describing the professional development activities to be undertaken, including the name of the college, university or organization offering the courses, the course titles, the course descriptions, and course credits/hours for each course. Grade sheets must be submitted to the superintendent within thirty (30) days of completion of the sabbatical. Official verification must be submitted at a later date.
2. Restoration of Health: I shall submit with my application a statement from my physician verifying the need for leave for the purpose and duration requested.

Modification of requirements set forth in 1 and 2 above shall be for cause only, and with the approval of the superintendent. A copy of this Application should be retained by the employee and given to both the Building Principal and the Director of Human Resources.

(Date)

(Signature)

APPENDIX D
Salary Schedules

2009-2010

2010-2011

2011-2012

2012-2013

2013-2014

**UPPER ST. CLAIR SCHOOL DISTRICT
2009-10 SALARY SCHEDULE**

Step	B	B10	B20	M	M10	M20	M30	M40	M50	DOC
1	43,600	44,520	44,745	45,200	45,420	45,640	46,075	46,290	46,510	47,090
1.5	44,100	45,020	45,245	45,700	45,920	46,140	46,575	46,790	47,010	47,590
2	44,600	45,520	45,745	46,200	46,420	46,640	47,075	47,290	47,510	48,090
2.5	44,975	45,895	46,120	46,575	46,795	47,015	47,450	47,665	47,885	48,465
3	45,350	46,270	46,495	46,950	47,170	47,390	47,825	48,040	48,260	48,840
3.5	45,725	46,645	46,870	47,325	47,545	47,765	48,200	48,415	48,635	49,215
4	46,100	47,020	47,245	47,700	47,920	48,140	48,575	48,790	49,010	49,590
4.5	46,475	47,395	47,620	48,075	48,295	48,515	48,950	49,165	49,385	49,965
5	46,850	47,770	47,995	48,450	48,670	48,890	49,325	49,540	49,760	50,340
5.5	47,325	48,245	48,470	48,925	49,145	49,365	49,800	50,015	50,235	50,815
6	47,800	48,720	48,945	49,400	49,620	49,840	50,275	50,490	50,710	51,290
6.5	48,500	49,420	49,645	50,100	50,320	50,540	50,975	51,190	51,410	51,990
7	49,200	50,120	50,345	50,800	51,020	51,240	51,675	51,890	52,110	52,690
7.5	49,900	50,820	51,045	51,500	51,720	51,940	52,375	52,590	52,810	53,390
8	50,600	51,520	51,745	52,200	52,420	52,640	53,075	53,290	53,510	54,090
8.5	51,300	52,220	52,445	52,900	53,120	53,340	53,775	53,990	54,210	54,790
9	52,000	52,920	53,145	53,600	53,820	54,040	54,475	54,690	54,910	55,490
9.5	52,700	53,620	53,845	54,300	54,520	54,740	55,175	55,390	55,610	56,190
10	53,400	54,320	54,545	55,000	55,220	55,440	55,875	56,090	56,310	56,890
10.5	54,050	54,970	55,195	55,650	55,870	56,090	56,525	56,740	56,960	57,540
11	54,700	55,620	55,845	56,300	56,520	56,740	57,175	57,390	57,610	58,190
11.5	55,450	56,370	56,595	57,050	57,270	57,490	57,925	58,140	58,360	58,940
12	56,200	57,120	57,345	57,800	58,020	58,240	58,675	58,890	59,110	59,690
12.5	56,450	57,420	57,595	58,050	58,270	58,490	58,925	59,140	59,360	59,940
13	56,700	57,720	57,845	58,300	58,520	58,740	59,175	59,390	59,610	60,190
13.5	57,867	58,837	59,012	59,484	59,704	59,924	60,359	60,524	60,794	61,374
14	59,033	59,953	60,178	60,668	60,888	61,108	61,543	61,658	61,978	62,558
14.5	69,042	69,828	70,082	71,334	71,585	71,836	72,553	72,722	73,049	74,028
15	79,050	79,703	79,987	82,000	82,282	82,563	83,562	83,786	84,121	85,498
15.5	84,272	84,752	85,047	87,700	87,996	88,291	89,511	89,775	90,098	91,790
16	89,493	89,800	90,107	93,400	93,710	94,018	95,460	95,765	96,075	98,082

**UPPER ST. CLAIR SCHOOL DISTRICT
2010-11 SALARY SCHEDULE**

Step	B	B10	B20	M	M10	M20	M30	M40	M50	DOC
1	44,600	45,520	45,745	46,200	46,420	46,640	47,075	47,290	47,510	48,090
1.5	45,150	46,070	46,295	46,750	46,970	47,190	47,625	47,840	48,060	48,640
2	45,700	46,620	46,845	47,300	47,520	47,740	48,175	48,390	48,610	49,190
2.5	46,200	47,120	47,345	47,800	48,020	48,240	48,675	48,890	49,110	49,690
3	46,700	47,620	47,845	48,300	48,520	48,740	49,175	49,390	49,610	50,190
3.5	47,075	47,995	48,220	48,675	48,895	49,115	49,550	49,765	49,985	50,565
4	47,450	48,370	48,595	49,050	49,270	49,490	49,925	50,140	50,360	50,940
4.5	47,825	48,745	48,970	49,425	49,645	49,865	50,300	50,515	50,735	51,315
5	48,200	49,120	49,345	49,800	50,020	50,240	50,675	50,890	51,110	51,690
5.5	48,575	49,495	49,720	50,175	50,395	50,615	51,050	51,265	51,485	52,065
6	48,950	49,870	50,095	50,550	50,770	50,990	51,425	51,640	51,860	52,440
6.5	49,425	50,345	50,570	51,025	51,245	51,465	51,900	52,115	52,335	52,915
7	49,900	50,820	51,045	51,500	51,720	51,940	52,375	52,590	52,810	53,390
7.5	50,600	51,520	51,745	52,200	52,420	52,640	53,075	53,290	53,510	54,090
8	51,300	52,220	52,445	52,900	53,120	53,340	53,775	53,990	54,210	54,790
8.5	52,000	52,920	53,145	53,600	53,820	54,040	54,475	54,690	54,910	55,490
9	52,700	53,620	53,845	54,300	54,520	54,740	55,175	55,390	55,610	56,190
9.5	53,400	54,320	54,545	55,000	55,220	55,440	55,875	56,090	56,310	56,890
10	54,100	55,020	55,245	55,700	55,920	56,140	56,575	56,790	57,010	57,590
10.5	54,800	55,720	55,945	56,400	56,620	56,840	57,275	57,490	57,710	58,290
11	55,500	56,420	56,645	57,100	57,320	57,540	57,975	58,190	58,410	58,990
11.5	56,150	57,070	57,295	57,750	57,970	58,190	58,625	58,840	59,060	59,640
12	56,800	57,720	57,945	58,400	58,620	58,840	59,275	59,490	59,710	60,290
12.5	57,550	58,470	58,695	59,150	59,370	59,590	60,025	60,240	60,460	61,040
13	58,300	59,220	59,445	59,900	60,120	60,340	60,775	60,990	61,210	61,790
13.5	58,550	59,520	59,695	60,150	60,370	60,590	61,025	61,240	61,460	62,040
14	58,800	59,820	59,945	60,400	60,620	60,840	61,275	61,490	61,710	62,290
14.5	69,675	70,541	70,719	71,950	72,202	72,453	73,173	73,420	73,672	74,655
15	80,550	81,261	81,493	83,500	83,784	84,067	85,072	85,350	85,634	87,020
15.5	86,072	86,581	86,850	89,500	89,797	90,092	91,316	91,608	91,905	93,601
16	91,593	91,900	92,207	95,500	95,810	96,118	97,560	97,865	98,175	100,182

**UPPER ST. CLAIR SCHOOL DISTRICT
2011-12 SALARY SCHEDULE**

Step	B	B10	B20	M	M10	M20	M30	M40	M50	DOC
1	45,600	46,520	46,745	47,200	47,420	47,640	48,075	48,290	48,510	49,090
1.5	46,150	47,070	47,295	47,750	47,970	48,190	48,625	48,840	49,060	49,640
2	46,700	47,620	47,845	48,300	48,520	48,740	49,175	49,390	49,610	50,190
2.5	47,250	48,170	48,395	48,850	49,070	49,290	49,725	49,940	50,160	50,740
3	47,800	48,720	48,945	49,400	49,620	49,840	50,275	50,490	50,710	51,290
3.5	48,300	49,220	49,445	49,900	50,120	50,340	50,775	50,990	51,210	51,790
4	48,800	49,720	49,945	50,400	50,620	50,840	51,275	51,490	51,710	52,290
4.5	49,175	50,095	50,320	50,775	50,995	51,215	51,650	51,865	52,085	52,665
5	49,550	50,470	50,695	51,150	51,370	51,590	52,025	52,240	52,460	53,040
5.5	49,925	50,845	51,070	51,525	51,745	51,965	52,400	52,615	52,835	53,415
6	50,300	51,220	51,445	51,900	52,120	52,340	52,775	52,990	53,210	53,790
6.5	50,675	51,595	51,820	52,275	52,495	52,715	53,150	53,365	53,585	54,165
7	51,050	51,970	52,195	52,650	52,870	53,090	53,525	53,740	53,960	54,540
7.5	51,525	52,445	52,670	53,125	53,345	53,565	54,000	54,215	54,435	55,015
8	52,000	52,920	53,145	53,600	53,820	54,040	54,475	54,690	54,910	55,490
8.5	52,700	53,620	53,845	54,300	54,520	54,740	55,175	55,390	55,610	56,190
9	53,400	54,320	54,545	55,000	55,220	55,440	55,875	56,090	56,310	56,890
9.5	54,100	55,020	55,245	55,700	55,920	56,140	56,575	56,790	57,010	57,590
10	54,800	55,720	55,945	56,400	56,620	56,840	57,275	57,490	57,710	58,290
10.5	55,500	56,420	56,645	57,100	57,320	57,540	57,975	58,190	58,410	58,990
11	56,200	57,120	57,345	57,800	58,020	58,240	58,675	58,890	59,110	59,690
11.5	56,900	57,820	58,045	58,500	58,720	58,940	59,375	59,590	59,810	60,390
12	57,600	58,520	58,745	59,200	59,420	59,640	60,075	60,290	60,510	61,090
12.5	58,250	59,170	59,395	59,850	60,070	60,290	60,725	60,940	61,160	61,740
13	58,900	59,820	60,045	60,500	60,720	60,940	61,375	61,590	61,810	62,390
13.5	59,650	60,570	60,795	61,250	61,470	61,690	62,125	62,340	62,560	63,140
14	60,400	61,320	61,545	62,000	62,220	62,440	62,875	63,090	63,310	63,890
14.5	71,234	72,020	72,274	73,500	73,751	74,002	74,719	74,965	75,216	76,195
15	82,067	82,721	83,004	85,000	85,282	85,563	86,563	86,840	87,122	88,500
15.5	87,880	88,360	88,655	91,300	91,596	91,891	93,112	93,403	93,699	95,391
16	93,693	94,000	94,307	97,600	97,910	98,218	99,660	99,965	100,275	102,282

**UPPER ST. CLAIR SCHOOL DISTRICT
2012-13 SALARY SCHEDULE**

Step	B	B10	B20	M	M10	M20	M30	M40	M50	DOC
1	46,600	47,520	47,745	48,200	48,420	48,640	49,075	49,290	49,510	50,090
1.5	47,200	48,120	48,345	48,800	49,020	49,240	49,675	49,890	50,110	50,690
2	47,800	48,720	48,945	49,400	49,620	49,840	50,275	50,490	50,710	51,290
2.5	48,350	49,270	49,495	49,950	50,170	50,390	50,825	51,040	51,260	51,840
3	48,900	49,820	50,045	50,500	50,720	50,940	51,375	51,590	51,810	52,390
3.5	49,450	50,370	50,595	51,050	51,270	51,490	51,925	52,140	52,360	52,940
4	50,000	50,920	51,145	51,600	51,820	52,040	52,475	52,690	52,910	53,490
4.5	50,500	51,420	51,645	52,100	52,320	52,540	52,975	53,190	53,410	53,990
5	51,000	51,920	52,145	52,600	52,820	53,040	53,475	53,690	53,910	54,490
5.5	51,375	52,295	52,520	52,975	53,195	53,415	53,850	54,065	54,285	54,865
6	51,750	52,670	52,895	53,350	53,570	53,790	54,225	54,440	54,660	55,240
6.5	52,125	53,045	53,270	53,725	53,945	54,165	54,600	54,815	55,035	55,615
7	52,500	53,420	53,645	54,100	54,320	54,540	54,975	55,190	55,410	55,990
7.5	52,875	53,795	54,020	54,475	54,695	54,915	55,350	55,565	55,785	56,365
8	53,250	54,170	54,395	54,850	55,070	55,290	55,725	55,940	56,160	56,740
8.5	53,725	54,645	54,870	55,325	55,545	55,765	56,200	56,415	56,635	57,215
9	54,200	55,120	55,345	55,800	56,020	56,240	56,675	56,890	57,110	57,690
9.5	54,900	55,820	56,045	56,500	56,720	56,940	57,375	57,590	57,810	58,390
10	55,600	56,520	56,745	57,200	57,420	57,640	58,075	58,290	58,510	59,090
10.5	56,300	57,220	57,445	57,900	58,120	58,340	58,775	58,990	59,210	59,790
11	57,000	57,920	58,145	58,600	58,820	59,040	59,475	59,690	59,910	60,490
11.5	57,700	58,620	58,845	59,300	59,520	59,740	60,175	60,390	60,610	61,190
12	58,400	59,320	59,545	60,000	60,220	60,440	60,875	61,090	61,310	61,890
12.5	59,100	60,020	60,245	60,700	60,920	61,140	61,575	61,790	62,010	62,590
13	59,800	60,720	60,945	61,400	61,620	61,840	62,275	62,490	62,710	63,290
13.5	60,450	61,370	61,595	62,050	62,270	62,490	62,925	63,140	63,360	63,940
14	61,100	62,020	62,245	62,700	62,920	63,140	63,575	63,790	64,010	64,590
14.5	72,093	72,877	73,131	74,350	74,600	74,850	75,564	75,809	76,059	77,034
15	83,086	83,735	84,016	86,000	86,280	86,560	87,553	87,828	88,109	89,478
15.5	89,489	89,967	90,262	92,900	93,195	93,489	94,707	94,997	95,292	96,980
16	95,893	96,200	96,507	99,800	100,110	100,418	101,860	102,165	102,475	104,482

**UPPER ST. CLAIR SCHOOL DISTRICT
2013-14 SALARY SCHEDULE**

Step	B	B10	B20	M	M10	M20	M30	M40	M50	DOC
1	47,600	48,520	48,745	49,200	49,420	49,640	50,075	50,290	50,510	51,090
1.5	48,200	49,120	49,345	49,800	50,020	50,240	50,675	50,890	51,110	51,690
2	48,800	49,720	49,945	50,400	50,620	50,840	51,275	51,490	51,710	52,290
2.5	49,400	50,320	50,545	51,000	51,220	51,440	51,875	52,090	52,310	52,890
3	50,000	50,920	51,145	51,600	51,820	52,040	52,475	52,690	52,910	53,490
3.5	50,550	51,470	51,695	52,150	52,370	52,590	53,025	53,240	53,460	54,040
4	51,100	52,020	52,245	52,700	52,920	53,140	53,575	53,790	54,010	54,590
4.5	51,650	52,570	52,795	53,250	53,470	53,690	54,125	54,340	54,560	55,140
5	52,200	53,120	53,345	53,800	54,020	54,240	54,675	54,890	55,110	55,690
5.5	52,700	53,620	53,845	54,300	54,520	54,740	55,175	55,390	55,610	56,190
6	53,200	54,120	54,345	54,800	55,020	55,240	55,675	55,890	56,110	56,690
6.5	53,575	54,495	54,720	55,175	55,395	55,615	56,050	56,265	56,485	57,065
7	53,950	54,870	55,095	55,550	55,770	55,990	56,425	56,640	56,860	57,440
7.5	54,325	55,245	55,470	55,925	56,145	56,365	56,800	57,015	57,235	57,815
8	54,700	55,620	55,845	56,300	56,520	56,740	57,175	57,390	57,610	58,190
8.5	55,075	55,995	56,220	56,675	56,895	57,115	57,550	57,765	57,985	58,565
9	55,450	56,370	56,595	57,050	57,270	57,490	57,925	58,140	58,360	58,940
9.5	55,925	56,845	57,070	57,525	57,745	57,965	58,400	58,615	58,835	59,415
10	56,400	57,320	57,545	58,000	58,220	58,440	58,875	59,090	59,310	59,890
10.5	57,100	58,020	58,245	58,700	58,920	59,140	59,575	59,790	60,010	60,590
11	57,800	58,720	58,945	59,400	59,620	59,840	60,275	60,490	60,710	61,290
11.5	58,500	59,420	59,645	60,100	60,320	60,540	60,975	61,190	61,410	61,990
12	59,200	60,120	60,345	60,800	61,020	61,240	61,675	61,890	62,110	62,690
12.5	59,900	60,820	61,045	61,500	61,720	61,940	62,375	62,590	62,810	63,390
13	60,600	61,520	61,745	62,200	62,420	62,640	63,075	63,290	63,510	64,090
13.5	61,300	62,220	62,445	62,900	63,120	63,340	63,775	63,990	64,210	64,790
14	62,000	62,920	63,145	63,600	63,820	64,040	64,475	64,690	64,910	65,490
14.5	73,053	73,836	74,088	75,300	75,549	75,798	76,508	76,753	77,002	77,971
15	84,107	84,751	85,031	87,000	87,278	87,556	88,542	88,815	89,094	90,453
15.5	91,100	91,576	91,869	94,500	94,794	95,087	96,301	96,590	96,884	98,567
16	98,093	98,400	98,707	102,000	102,310	102,618	104,060	104,365	104,675	106,682

APPENDIX E
Substitute Teacher Agreement

MEMORANDUM OF AGREEMENT
BETWEEN
UPPER ST. CLAIR SCHOOL DISTRICT
AND
UPPER ST. CLAIR EDUCATION ASSOCIATION

The Upper St. Clair School District has three categories of substitute teachers: (1) Long-term substitute with seniority, (2) Long-term substitute without seniority, and (3) Day-to-day substitute.

Teachers in category (1) above are covered by the current labor agreement. Teachers in category (3) above are not covered by the current labor agreement or by this memorandum.

This memorandum treats with category (2) teachers. As used in this Memorandum, the term "long-term substitute" refers to the category (2) substitute teacher only.

A long-term substitute is normally a day-to-day substitute who has accepted an assignment in a substitute capacity for a tenured professional employee or temporary professional employee who is absent on an Article XII or XIII leave which continues for more than 60 consecutive teacher days in the school year.

When it is known to the District that a long-term substitute is needed, then the person selected in the sole discretion of the District to fill the position shall receive the benefits described below. Qualified long-term substitute teachers with seniority (Art. IX - F) will be recalled from lay-off before a day-to-day or long-term substitute without seniority is selected.

When the need for a long-term substitute teacher is not known at the time of his/her assignment, then the person so classified will be reclassified to long-term substitute as soon as the need becomes known and a salary adjustment will be made.

If, in fact, the need for a long-term substitute ends before the completion of his or her sixtieth instructional day, then the employee will be reclassified as a "per diem substitute. No penalty or return of salary will be required from the affected teacher. After the sixtieth instructional day, the employee will remain classified as a long-term substitute for the remainder of the semester.

During the period of long-term substitute service, the teacher shall have the same duties and responsibilities as does a professional employee or a temporary professional employee.

The District may remove or reassign a long-term substitute teacher from his/her assignment at any time; such removal or reassignment shall not be subject to any grievance or arbitration.

During service as a long-term substitute shall receive the following:

- (1) First ten days the long-term substitute will be paid the daily rate of pay established by the Board of School Directors which is in effect at the time the work is performed ; and thereafter,
- (2) the teacher per diem based on beginning teacher salary.

Pro-rata salary based upon the salary being paid to beginning teachers will begin immediately if it is known initially that the substitute period will be for more than sixty days.

If the same teacher is again assigned to a long-term substitute position in a contiguous second year, then his/her salary proration will be based upon the next higher salary figure.

Benefits shall include medical coverage as described in Article XIV-A of the teacher agreement for the months so classified. Benefits shall also include one personal day for each semester worked as a long-term substitute and five sick days during each-semester so worked. Bereavement and jury duty benefits shall also apply while in long-term substitute status.

If a long-term substitute works for an entire school year in such capacity, then-he/she shall receive the above described medical coverage for the succeeding summer months of July and August.

While serving as a long-term substitute employee, the teacher shall be a member of the professional bargaining unit and shall be covered by said agreement except coverage which would be inconsistent with the above provisions. In addition, the following provisions of the 2009-2014 Agreement will not apply. Similar provisions in any successor agreement will also not apply.

Article I-II, all (Union may grieve)

Article IV, Section E

Article V, Sections I and J

Article VI, Section A

Article VII, Section A

Article IX, Sections A, E, G, H and I

Article X, Sections A and B

Article XI, all

Article XII, pro-rata if applicable, no sabbatical

Article XIV, pro-rata

Article XV, all