

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

**2016-2017 through 2021-2022**

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## **PREAMBLE**

This Agreement, entered into this 8th day of April, 2016, 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, **2021** but prior to January 1, **2022** 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

**If a serious complaint is received by the Superintendent, Assistant Superintendent, or Building Principal alleging teacher misconduct, the Administration will conduct an investigation in a manner which respects the interests of all affected parties. The teacher will normally be advised that a complaint has been made within 30 work days of receipt, provided that notice may be withheld if the District reasonably determines that it could be detrimental to a student or could interfere with the completion of the necessary investigation.**

**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. The Administration will attempt to thoroughly investigate the allegations and attempt to complete the investigation in a reasonable period of time, recognizing that it is critically important to conduct a thorough investigation and that the safety, security and welfare of students are paramount.**

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 **thirteen** 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 **thirteen** 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 two (2) regularly scheduled meetings per month at the end of the work day, **plus an additional curriculum meeting each quarter which will be shown on the list of meeting dates published at the beginning of the school year.** 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 **work** 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. **Professional Learning Community meeting time before the end of the student day will be counted as responsibility time, but time after the end of the student day will not be counted as responsibility time.** 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. Other Teaching Assignments

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.
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. The District will have no obligation under this Agreement to fill any vacancies created by attrition. 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 Certification. 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 an **Assistant Superintendent** 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-ratio 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 Rating**

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 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.

**The Union and the District recognize and agree that evaluations of professional employee performance must be conducted in compliance with the laws of the Commonwealth and, consequently, the requirements of such laws shall supersede any conflicting provision of this Agreement. If the District wishes to adopt an optional evaluation form, the District will negotiate with the Association before putting the form in use. If agreement cannot be reached, the Association retains the right to grieve the reasonableness and appropriateness of the form.**

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 6) 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 2 (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 2 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 of 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 30<sup>th</sup> 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. **The evaluation will be finalized after the necessary student performance data has been received in the following school year.**

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 5).

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.

**Teachers** will be evaluated under the **PDE 82-1**, or under the specific form required by the Pennsylvania Department of Education for specific groups of employees. 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 PDE 82-3 and the appropriate year-end evaluation forms. Librarians will be evaluated using the PDE 82-1 or PDE 82-3, depending on whether they have written student learning objectives.**

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:

1A. Report of Classroom Observation

1B. Report of Classroom Observation – Tenured

2. Walk-Through Observation Form

3. Year End - Criteria for Professional Evaluation – Teaching Professionals

4. Year End - Criteria for Professional Evaluation – Non-Tenured  
Nurses/Counselors/School Psychologists

5. Option Model Supervision/Evaluation Election Form

6. Professional Employee Improvement Plan

7. PDE 82-1 Annual Employee Evaluation Form for Instructional II Teachers

8. PDE 82-3 Annual Evaluation Form for Non-teaching Professionals,

\*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 Masters 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, 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 \$120,000 for courses completed during each fiscal year of this Agreement. 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 May 31) 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.**

**D. Technology and Excellence in Education**

**The USCEA and the District agree that the terms this section will be applied to ensure quality education for the students of the District, that the District desires to maintain a high quality work environment for staff, and that the District and the USCEA will continue to work collaboratively to ensure the effective, high quality use of technology 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 21<sup>st</sup> 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.
7. **While it is recognized that student safety is the responsibility of all School District employees, a teacher cannot be held responsible for accidents, injuries, or the behavior of a student during an on-line class if the teacher does not have the responsibility to directly supervise the student and the teacher has otherwise met his responsibilities as a teacher in a reasonable manner.**

## **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.
- 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:
  - 1) **Total of \$100.00 for one (1) day.**
  - 2) **Total of \$200.00 for two (2) days.**
  - 3) **Total of \$400.00 for three (3) days.**
- d. An employee who abuses personal business days will be subject to disciplinary action.
- e. 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.
- f. 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 at his/her teaching rate of pay.
- 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 affected 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.

**By October 15 of each year, the Union Review Committee will provide a complete list of the employees participating in the Sick Bank to the Human Resources Department. New hires will have 30 calendar days after their first classroom day to join the Bank. If a new hire does not join within 30**

**calendar days, he or she may join within thirty (30) calendar days after the first classroom day of 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, **an employee, who advises the District by letter or email to the Human Resources Department, at the end of the employee's paid sick leave of the employee's intention to return to work,** shall not lose the right to return for assignment for work, provided the employee remains otherwise eligible, for a period up to **one year** after expiration of all paid leaves. **If an employee goes on sick leave without pay, the District will advise the employee, by letter or email, of the notice requirement of this paragraph.**

2. Pregnancy Leave

Disability related to pregnancy shall be administered pursuant to the requirements of the Family and Medical Leave Act.

3. Maternity/Paternity/Adoption Leave

**Leave due to maternity, paternity and adoption shall be administered pursuant to the requirements of the Family and Medical Leave Act. If an employee requests and is granted an additional period of unpaid leave, for a**

**period of up to one year, related to maternity, paternity or adoption that is not an FMLA qualified leave, 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 District at its sole discretion.**

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 EPO Plan ("ACSHIC EPO") or enroll in the ACSHIC PPO Plan ("ACSHIC PPO"), or any successor plan, 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 EPO. Future increases in ACSHIC PPO premiums will be borne by the employee, calculated by subtracting the cost of ACSHIC EPO coverage from the cost to provide the same type of coverage (i.e., family, spousal, individual, etc.) under the ACSHIC PPO for each month PPO coverage is in effect.**
2. The **ACSHIC EPO** is the base plan in the **2016-2017** 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 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. For convenience of reference only, the current plan design of the ACSHIC **EPO** in effect as of **July 1, 2016** is attached as Appendix B. Plan design may change as stated above.
5. **The parties acknowledge that it is unlikely, but possible, the Patient Protection and Affordable Care Act ("ACA") could impose an excise tax on excess benefits provided under the employer-sponsored group health plan beginning in 2020 or thereafter. Prior to the extension of the effective date**

from 2018 to 2020, the excise tax would have been triggered if the cost of coverage for the health plan in 2018 exceeded \$10,200 for individual coverage or \$27,500 for family coverage. The parties agree that if it is determined that the excise tax may be triggered, they will meet as soon as possible on a good faith basis to explore all available options, both at the District and at the ACSHIC levels. Until such measures are adopted which eliminate the obligation to pay the excise tax, the cost of the tax shall be shared equally by employees and the District.

6. Effective **July 1, 2016**, employees will make the monthly contribution to medical insurance premiums for the ACSHIC EPO Plan and the ACSHIC PPO Plan indicated below. The monthly contribution shall include the basic contribution, plus 16% 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. **ACSHIC EPO Plan**

Individual	Basic Monthly Contribution	Percent of Yearly Premium Increase
Steps 1-14	\$54.43	16%
Steps 15+	\$69.43	16%

Parent/Child	Basic Monthly Contribution	Percent of Yearly Premium Increase
Steps 1-14	\$129.81	16%
Steps 15+	\$154.81	16%

Parent/Children	Basic Monthly Contribution	Percent of Yearly Premium Increase
Steps 1-14	\$135.28	16%
Steps 15+	\$160.28	16%

Spousal	Basic Monthly Contribution	Percent of Yearly Premium Increase
Steps 1-14	\$141.39	16%
Steps 15+	\$166.39	16%

Family	Basic Monthly Contribution	Percent of Yearly Premium Increase
Steps 1-14	\$144.02	16%
Steps 15+	\$169.02	16%

b. ACSHIC 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 EPO, plus pay the full difference in cost between the cost of coverage under the ACSHIC PPO and the cost of coverage under the ACSHIC EPO Plan.

7. 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.
8. If an employee's spouse is eligible for insurance coverage through the School District, the **couple** 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.
9. 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.
10. 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 **and vision** coverage under a plan offered through the ACSHIC, or any successor plan. **The current dental plan** includes Riders A, B, C and D.

The coverage provided under each of the plans referenced above shall be the plan design established by the ACSHIC (or the entity offering the plans, if applicable), **or their**

**successor plans**, including as the plan design may be changed from time to time by the ACSHIC.

Employees will make a 16 percent contribution of the total monthly premium cost for vision and/or dental coverage, based on the level of coverage elected.

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.

**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 31<sup>st</sup> 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.

D. Teacher Evaluation and Student Performance

A joint committee will be formed to work in collaboration concerning the 50% student performance aspect of the teacher evaluation system being proposed by the State.

**ARTICLE XVI**  
**PROFESSIONAL COMPENSATION**

A. Salary Schedules

The agreed to Salary Schedules are attached to this Agreement at Appendix D. All salary increases include the increment.

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

Employees 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 \$30.20 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

- a. 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 Superintendent of Schools prior to October 1 for a mid-school year retirement or February 1 for a retirement at the end of the school year.

- b. 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 available to such retirees **that are provided through the ACSHIC**. 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 retired between September 1, 2005 and August 31, 2012,** 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-fourth 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 available to such retirees **that are provided through the ACSHIC.** 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.
- c. Persons who retire after September 1, 2012, 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-third 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 available to such retirees **that are provided through the ACSHIC.** 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. 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. 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:

Superintendent of Schools  
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**

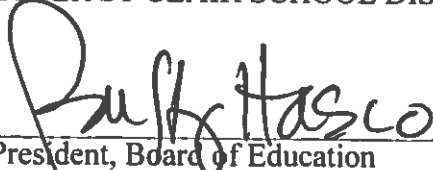


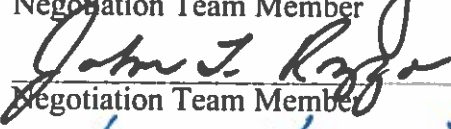

A. Effective Date

This Agreement shall be in effect from the first day of teacher responsibility in the **2016-2017** school year until the first day of teacher responsibility in the **2022-2023** school year.


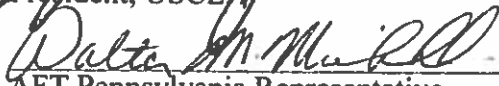

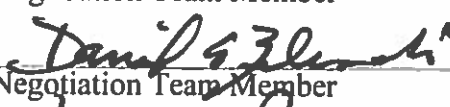


B. Execution

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT  
THIS 19th DAY OF AUGUST, 2016.

UPPER ST CLAIR SCHOOL DISTRICT


  
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President, Board of Education  
  
\_\_\_\_\_  
Superintendent of Schools  
  
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Negotiation Team Member  
  
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Negotiation Team Member

UPPER ST CLAIR EDUCATION  
ASSOCIATION

  
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President, USCEA  
  
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AFT Pennsylvania Representative  
  
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Negotiation Team Member  
  
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# SUMMARY OF APPENDICES

Appendix A – Supervision/Evaluation Reference Materials and Forms

Appendix B – Summary of Health Care Plan Benefits for ACSHIC HMO  
Standard Plan

Appendix C – Application for a Sabbatical Leave of Absence

Appendix D – Salary Schedules

Appendix E – Substitute Teacher Agreement

## **APPENDIX A**

### **Supervision/Evaluation Reference Materials and Forms**

## 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

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

Domain 1 – Planning and Preparation		Distinguished	Proficient	Needs Improvement	Failing	Was Not Observed	Did Not Apply
A.	Demonstrating knowledge of content and pedagogy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B.	Demonstrating knowledge of students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.	Selecting appropriate instructional goals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D.	Demonstrating knowledge of resources	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E.	Designing coherent instruction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F.	Assessing student learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Domain 2 – Classroom Environment		Distinguished	Proficient	Needs Improvement	Failing	Was Not Observed	Did Not Apply
A.	Creating an environment of respect and rapport	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B.	Establishing a culture for learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.	Managing classroom procedures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D.	Managing student behavior	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E.	Organizing physical space	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Domain 3 – Instruction		Distinguished	Proficient	Needs Improvement	Failing	Was Not Observed	Did Not Apply
A.	Communicating clearly and accurately	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B.	Using questioning and discussion techniques	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.	Engaging students in learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D.	Providing feedback to students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E.	Demonstrating flexibility and responsiveness	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

**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.



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

<b>Strengths</b>
Domain 1: Planning and Preparation
Domain 2: Classroom Environment
Domain 3: Instruction
Domain 4: Professionalism

<b>Concerns</b>	<b>Individualized Objectives</b>
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
-------------------	--------	-------------	-------------	---------

**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  
Option Model Supervision/Evaluation Form**

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

This form is to be submitted to the building principal no later than September 30<sup>th</sup> 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, including goals:****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:**

--

**5. End of Project Reflection:** *Please provide a reflection of your project by describing whether the goals of the project/activity were met, as well as the evidence that exists to support your contributions and/or achievements towards this project/activity.*

--



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

**Pre-Conference**

Approved by	Date
Employee Signature	Date

Evaluated by	Date
Employee Signature	Date

# Upper St. Clair School District

## Professional Employee Improvement Plan Form 6

Page 1 of 2

Employee Name \_\_\_\_\_

Supervisor \_\_\_\_\_

Plan Period: From \_\_\_\_\_ To \_\_\_\_\_

Position \_\_\_\_\_

School \_\_\_\_\_

Date Discussed: \_\_\_\_\_

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

<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 \_\_\_\_\_

# RULES AND REGULATIONS

3339

Commonwealth of Pennsylvania	DEPARTMENT OF EDUCATION	333 Market St., Harrisburg, PA 17126-0333
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PDE 82-1 (4/13)

## CLASSROOM TEACHER RATING FORM

Last Name	First	Middle
District/LEA	School	
Rating Date:	Evaluation: (Check one)	<input type="checkbox"/> Semi-annual <input type="checkbox"/> Annual

### (A) Teacher Observation and Practice

Domain	Title	*Rating* (A)	Factor (B)	Earned Points (A x B)	Max Points
I.	Planning & Preparation		20%		0.60
II.	Classroom Environment		30%		0.90
III.	Instruction		30%		0.90
IV.	Professional Responsibilities		20%		0.60
(1) Teacher Observation & Practice Rating					3.00

*Domain Rating Assignment* 0 to 3 Point Scale (A)	
Rating	Value
Failing	0
Needs Improvement	1
Proficient	2
Distinguished	3

### (B) Student Performance—Building Level Data, Teacher Specific Data, and Elective Data

Building Level Score (0—107)	
(2) Building Level Score Converted to 3 Point Rating	

(3) Teacher Specific Rating	
(4) Elective Rating	

### (C) Final Teacher Effectiveness Rating—All Measures

Measure	Rating (C)	Factor (D)	Earned Points (C x D)	Max Points
(1) Teacher Observation & Practice Rating		50%		1.50
(2) Building Level Rating		15%		0.45
(3) Teacher Specific Rating		15%		0.45
(4) Elective Rating		20%		0.60
Total Earned Points				3.00

Conversion to Performance Rating	
Total Earned Points	Rating
0.00-0.49	Failing
0.50-1.49	Needs Improvement
1.50-2.49	Proficient
2.50-3.00	Distinguished
Performance Rating	

☐ Rating: Professional Employee,

OR

☐ Rating: Temporary Professional Employee

I certify that the above-named employee for the period beginning \_\_\_\_\_ and ending \_\_\_\_\_ has received a performance rating of: \_\_\_\_\_  
(month/day/year) (month/day/year)

☐ DISTINGUISHED

☐ PROFICIENT

☐ NEEDS IMPROVEMENT

☐ FAILING

resulting in a FINAL rating of:

☐ SATISFACTORY

☐ UNSATISFACTORY

A performance rating of Distinguished, Proficient or Needs Improvement shall be considered satisfactory, except that the second Needs Improvement rating issued by the same employer within 10 years of the first final rating of Needs Improvement where the employee is in the same certification shall be considered unsatisfactory. A rating of Failing shall be considered unsatisfactory.

Date \_\_\_\_\_ Designated Rater / Position: \_\_\_\_\_ Date \_\_\_\_\_ Chief School Administrator

I acknowledge that I have read the report and that I have been given an opportunity to discuss it with the rater. My signature does not necessarily mean that I agree with the performance evaluation.

Date \_\_\_\_\_ Signature of Employee

### NON TEACHING PROFESSIONAL RATING FORM

PDE 82-3 (7/14)

Last Name	First	Middle
District/LEA	School	
Rating Date	Evaluation (Check One) <input type="checkbox"/> Periodic <input type="checkbox"/> Semi-annual <input type="checkbox"/> Annual	

**(A) Non Teaching Professional Observation and Practice**

Domain	Title	*Rating* (A)	Factor (B)	Earned Points (A x B)	Max Points
I.	Planning & Preparation		25%		0.75
II.	Educational Environment		25%		0.75
III.	Delivery of Service		25%		0.75
IV.	Professional Development		25%		0.75
<b>(1) Non Teaching Professional Observation and Practice Rating</b>					3.00

*Domain Rating Assignment* 0 to 3 Point Scale (A)	
Rating	Value
Failing	0
Needs Improvement	1
Proficient	2
Distinguished	3

**(B) Student Performance/Multiple Measures - Building Level Data**

Building Level Score (0 - 107)	
(2) Building Level Score Converted to 3 Point Rating	

**(C) Non Teaching Professional Effectiveness Rating - All Measures**

Measure	Rating (C)	Factor (D)	Earned Points (C x D)	Max Points
(1) Observation and Practice Rating		80%		2.40
(2) Building Level Rating (or substitute)*		20%		0.60
<b>Total Earned Points</b>				3.00

Conversion to Performance Rating	
Total Earned Points	Rating
0.00 - 0.49	Failing
0.50 - 1.49	Needs Improvement
1.50 - 2.49	Proficient
2.50 - 3.00	Distinguished
<b>Performance Rating</b>	

\* Substitutions permissible pursuant to 22 Pa. Code §19.3(IV)(g).

☐ Rating: Professional Employee, OR ☐ Rating: Temporary Professional Employee

I certify that the above-named employee for the period beginning \_\_\_\_\_ and ending \_\_\_\_\_ has received a performance rating of:  
(month/day/year) (month/day/year)

☐ Distinguished ☐ Proficient ☐ Needs Improvement ☐ Failing

resulting in a final rating of:

☐ Satisfactory ☐ Unsatisfactory

A performance rating of Distinguished, Proficient or Needs Improvement shall be considered satisfactory, except that the second Needs Improvement rating issued by the same employer within 10 years of the first final rating of Needs Improvement where the employee is in the same certification shall be considered unsatisfactory. A rating of Failing shall be considered unsatisfactory.

Date	Designated Rater / Position:	Date	Chief School Administrator
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I acknowledge that I have read the report and that I have been given an opportunity to discuss it with the rater.  
My signature does not necessarily mean that I agree with the performance evaluation.

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

## APPENDIX B

### Summary of Health Care Plan Benefits For ACSHIC HMO Standard Plan



## Summary of Community Blue Flex EPO (formerly HMO) Benefits

With Community Blue Flex, there are two levels of network benefits coverage for certain services: Enhanced Value and Standard Value\*. When you receive services from providers who offer enhanced benefits coverage, you will pay less out of pocket. You may be responsible for a facility fee, clinic charge or similar fee or charge (in addition to any professional fees) if your office visit or service is provided at a location that qualifies as a hospital department or a satellite building of a hospital.

Allegheny County Schools Health Insurance Consortium

7/1/2016

Benefit	Enhanced Value	Standard Value
<b>General Provisions</b>		
<b>Benefit Period(1)</b>	<b>Contract Year</b>	
<b>Deductible (per benefit period)</b>		
Individual	None	\$200
Family	None	\$400
<b>Plan Pays – payment based on the plan allowance</b>	100%	80% after deductible
<b>Out-of-Pocket Maximums (Once met, plan pays 100% for the rest of the benefit period)</b>		
Individual	None	\$800
Family	None	\$1,600
<b>Office/Clinic/Urgent Care Visits</b>		
<b>Retail Clinic Visits</b>	100% after \$5 copayment	100% after \$20 copayment
<b>Primary Care Provider Office Visits</b>	100% after \$0 copayment	100% after \$10 copayment
<b>Specialist Office Visits</b>	100% after \$10 copayment	100% after \$25 copayment
<b>Urgent Care Center Visits</b>	100% after \$10 copayment	100% after \$20 copayment
<b>Telemedicine Services (6)</b>	100% after \$0 copayment	100% after \$10 copayment
<b>Preventive Care(2)</b>		
<b>Routine Adult</b>		
Physical exams	100% (deductible does not apply)	100% (deductible does not apply)
Adult immunizations	100% (deductible does not apply)	100% (deductible does not apply)
Colorectal cancer screening	100% (deductible does not apply)	100% (deductible does not apply)
Routine gynecological exams, including a Pap Test	100% (deductible does not apply)	100% (deductible does not apply)
Mammograms, annual routine and medically necessary	Routine: 100% (deductible does not apply) Medically Necessary: 100% (deductible does not apply)	Routine: 100% (deductible does not apply) Medically Necessary: 100% (deductible does not apply)
Diagnostic services and procedures	100% (deductible does not apply)	100% (deductible does not apply)
<b>Routine Pediatric</b>		
Physical exams	100% (deductible does not apply)	100% (deductible does not apply)
Pediatric immunizations	100% (deductible does not apply)	100% (deductible does not apply)
Diagnostic services and procedures	100% (deductible does not apply)	100% (deductible does not apply)
<b>Hospital and Medical/Surgical Expenses (including maternity)</b>		
<b>Hospital Inpatient</b>	100%	80% after deductible
<b>Hospital Outpatient</b>	100%	80% after deductible
<b>Maternity (non-preventive facility &amp; professional services) including dependent daughter</b>	100%	80% after deductible
<b>Medical Care (including inpatient visits and consultations)/Surgical Expenses</b>	100%	80% after deductible
<b>Emergency Services</b>		
<b>Emergency Room Services</b>	100% after \$100 copayment (waived if admitted)	
<b>Ambulance</b>		100%
<b>Ambulance – Non-Emergency</b>		100%
<b>Therapy and Rehabilitation Services</b>		
<b>Physical Medicine</b>	100%	100% after deductible
<b>Respiratory Therapy</b>	100%	80% after deductible
<b>Speech &amp; Occupational Therapy</b>	100%	100% after deductible
<b>Spinal Manipulations</b>	100% after \$25 copayment	100% after \$25 copayment
<b>Other Therapy Services (Cardiac Rehab, Infusion Therapy, Chemotherapy, Radiation Therapy and Dialysis)</b>	100%	80% after deductible
<b>Mental Health/Substance Abuse</b>		
<b>Inpatient</b>	100%	100%
<b>Inpatient Detoxification/Rehabilitation</b>	100%	100%
<b>Outpatient</b>	100%	100%

Other Services		
Allergy Extracts and Injections	100%	80% after deductible
Assisted Fertilization Procedures	100%	80% after deductible
	\$5,000 Family maximum per lifetime	
Dental Services Related to Accidental Injury	100%	80% after deductible
Diagnostic Services		
Advanced Imaging (MRI, CAT, PET scan, etc.)	100%	80% after deductible
Basic Diagnostic Services (standard imaging, diagnostic medical, lab/pathology, allergy testing)	100%	80% after deductible
Durable Medical Equipment, Orthotics and Prosthetics	100%	80% after deductible
Home Health Care	100%	80% after deductible
Hospice	100%	80% after deductible
Infertility Counseling, Testing and Treatment(3)	100%	80% after deductible
Private Duty Nursing	100%	
Skilled Nursing Facility Care	100%	80% after deductible
Transplant Services	100%	80% after deductible
Precertification Requirements(4)	YES	
Prescription Drugs		
Prescription Drug Deductible		
Individual	None	
Family	None	
Prescription Drug Program(5) Defined by the Advantage Pharmacy Network (formerly the Focused Pharmacy Network) - Not Physician Network. Prescriptions filled at a non-network pharmacy are not covered.  Your plan uses the Comprehensive Formulary with an Incentive Benefit Design.	Retail Drugs 34-day Supply (Mandatory Generic) \$8 generic copayment \$35 brand copayment - formulary \$60 brand copayment – non-formulary  Maintenance Drugs through Mail Order 90-day Supply (Mandatory Generic) \$12 generic copayment \$50 brand copayment - formulary \$90 brand copayment – non-formulary	

**Questions? Call 1-800-215-7865**

**Reference Code: COMM030215**

*(Please have your Reference Code ready when you call.)*

- (1) Your group's benefit period is based on a Contract Year. The Contract Year is a consecutive 12-month period beginning July 1<sup>st</sup> and ending June 30th.
- (2) Services are limited to those listed on the Highmark Preventive Schedule (Women's Health Preventive Schedule may apply). Gender, age and frequency limits may apply.
- (3) 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.
- (4) Highmark Medical Management & Policy (MM&P) must be contacted prior to a planned inpatient admission or within 48 hours of an emergency or maternity-related inpatient admission. Be sure to verify that your provider is contacting MM&P for precertification. If this does not occur and it is later determined that all or part of the inpatient stay was not medically necessary or appropriate, you will be responsible for payment of any costs not covered.
- (5) 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. Under the soft mandatory generic provision, you are responsible for the payment differential when a generic drug is authorized by your provider and you 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.
- (6) Services are provided for acute care for minor illnesses. Services must be performed by a Highmark approved telemedicine provider. Virtual Behavioral Health visits provided by a Highmark approved telemedicine provider are eligible under the Outpatient Mental Health/Substance Abuse benefit.

Effective with plan years beginning on or after January 1, 2016 the Network Total Maximum Out-of-Pocket as mandated by the federal government must include deductible, coinsurance, copays, prescription drug cost share and any qualified medical expense. The Total Maximum Out-of-Pocket cannot be more than \$6,850 for individual and \$13,700 for two or more persons.

Please be advised that most eligible consent decree services will process under the Standard Value level of benefits.

*\*The terms "enhanced value" and "standard value" are not descriptors of the provider's ability. This is not intended as a contract of benefits. It is designed purely as a reference of the many benefits available under your program.*

REV 1.27.2016

# 2016/2017 MEDICAL SCHEDULE OF BENEFITS

Listed below is the 2016/2017 Medical Schedule of Benefits for the  
Allegheny County Schools Health Insurance Consortium Health Plans

On the chart below, you'll see what your plan pays for specific services. You may be responsible for a facility fee, clinic charge or similar fee or charge (in addition to any professional fees) if your office visit or service is provided at a location that qualifies as a hospital department or a satellite building of a hospital.

July 1, 2016

	Community Blue Flex PPO			Community Blue Flex EPO (formerly HMO)	
Program Options	Enhanced Value	Standard Value	Out-of-Network	Enhanced Value	Standard Value
Benefit Period (1)	Contract Year			Contract Year	
PCP Required for Enrollment	No	No	No	No	No
Deductible	None	\$500 Individual \$1,000 Family	\$600 Individual \$1,200 Family	None	\$200 Individual \$400 Family
Out-of-Pocket Maximums (Once met, plan pays 100% for the rest of the benefit period)	None	\$2,000 Individual \$4,000 Family	\$3,200 Individual \$6,400 Family	None	\$800 Individual \$1,600 Family
Coinsurance	100%	80% after deductible	50% after deductible	100%	80% after deductible
Primary Care Provider Office Visits	100% after \$0 copay	100% after \$10 copay	50% after deductible	100% after \$0 copay	100% after \$10 copay
Specialist Office Visits	100% after \$10 copay	100% after \$25 copay	50% after deductible	100% after \$10 copay	100% after \$25 copay
Retail Clinic Visits	100% after \$5 copay	100% after \$20 copay	50% after deductible	100% after \$5 copay	100% after \$20 copay
Urgent Care Center Visits	100% after \$10 copay	100% after \$20 copay	50% after deductible	100% after \$10 copay	100% after \$20 copay
Telemedicine Services (6)	100% after \$0 copay	100% after 10 copay	Not Covered	100% after \$0 copay	100% after 10 copay
Preventive Care (2)					
Routine Adult					
Physical Exams	100% deductible does not apply	100% deductible does not apply	50% after deductible	100% deductible does not apply	100% deductible does not apply
Adult Immunizations	100% deductible does not apply	100% deductible does not apply	50% after deductible	100% deductible does not apply	100% deductible does not apply
Colorectal cancer screening	100% deductible does not apply	100% deductible does not apply	50% after deductible	100% deductible does not apply	100% deductible does not apply
Routine gynecological exams, including Pap Test	100% deductible does not apply	100% deductible does not apply	50% deductible does not apply	100% deductible does not apply	100% deductible does not apply
Mammograms, annual routine and medically necessary	Routine: 100% deductible does not apply  Medically necessary: 100% deductible does not apply	Routine: 100% deductible does not apply  Medically necessary: 100% deductible does not apply	50% after deductible	Routine: 100% deductible does not apply  Medically necessary: 100% deductible does not apply	Routine: 100% deductible does not apply  Medically necessary: 100% deductible does not apply
Diagnostic services and procedures	100% deductible does not apply	100% deductible does not apply	50% after deductible	100% deductible does not apply	100% deductible does not apply
Routine Pediatric					
Physical Exams	100% deductible does not apply	100% deductible does not apply	50% after deductible	100% deductible does not apply	100% deductible does not apply
Pediatric Immunizations	100% deductible does not apply	100% deductible does not apply	50% deductible does not apply	100% deductible does not apply	100% deductible does not apply
Diagnostic services and procedures	100% deductible does not apply	100% deductible does not apply	50% after deductible	100% deductible does not apply	100% deductible does not apply
Emergency Room Services	100% after \$100 copay (Waived if admitted)			100% after \$100 copay (Waived if admitted)	
Hospital/Medical/Surgical Expenses (include maternity)					
Hospital Inpatient Hospital Outpatient Maternity (non preventive facility & professional services)	100%	80% after deductible	50% after deductible	100%	80% after deductible
Med/Surgical (except ofc visits)					
Assisted Fertilization Procedures	100%	80% after deductible	50% after deductible	100%	80% after deductible
	\$5,000 family maximum, per lifetime			\$5,000 family maximum, per lifetime	

<b>Therapy and Rehabilitation Services</b>					
<b>Physical Medicine, Speech &amp; Occupational Therapy</b>	100%	100% after deductible	50% after deductible	100%	100% after deductible
	Unlimited visits		Unlimited visits		Unlimited visits
<b>Respiratory Therapy</b>	100%	80% after deductible	50% after deductible	100%	80% after deductible
	Unlimited visits		Unlimited visits		Unlimited visits
<b>Spinal Manipulations</b>	100% after \$25 copay	100% after \$25 copay	50% after deductible	100% after \$25 copay	100% after \$25 copayment
<b>Other Therapy Services (Cardiac Rehab, Infusion Therapy, Chemotherapy, Radiation Therapy &amp; Dialysis)</b>	100%	80% after deductible	50% after deductible	100%	80% after deductible
<b>Mental Health/Substance Abuse</b>					
<b>Inpatient</b>	100%	100%	50% after deductible	100%	100%
<b>Inpatient Detoxification/Rehabilitation</b>	100%	100%	50% after deductible	100%	100%
<b>Outpatient</b>	100%	100%	50% after deductible	100%	100%
<b>Other Services</b>					
<b>Diagnostic Services – Advanced imaging (MRI, CAT, PET scan, etc.)</b>	100%	80% after deductible	50% after deductible	100%	80% after deductible
<b>Basic Diagnostic Services - (standard imaging, diagnostic medical, lab, pathology, allergy testing)</b>	100%	80% after deductible	50% after deductible	100%	80% after deductible
<b>Transplant Services</b>	100%	80% after deductible	50% after deductible	100%	80% after deductible
<b>Skilled Nursing Facility Care</b>	100%	80% after deductible	50% after deductible	100%	80% after deductible
<b>Durable Medical Equipment, Orthotics and Prosthetics</b>					
<b>Home Health Care</b>	100%	80% after deductible	50% after deductible	100%	80% after deductible
<b>Hospice</b>					
<b>Infertility Counseling, Testing and Treatment (3)</b>					
<b>Private Duty Nursing</b>	100%			100%	
<b>Precertification Requirements (4)</b>	YES			YES	
<b>Prescription Drugs (5)</b>					
<b>Prescription Drug Program</b>	<b>Retail Drugs</b> \$8 generic copay \$35 brand copay, formulary \$60 brand copay, non-formulary Mandatory Generic 34 day supply  <b>Maintenance Drugs – Mail Order</b> \$12 generic copay \$50 brand copay, formulary \$90 brand copay, non-formulary Mandatory Generic 90 day supply			<b>Retail Drugs</b> \$8 generic copay \$35 brand copay, formulary \$60 Brand copay, non-formulary Mandatory Generic 34 day supply  <b>Maintenance Drugs – Mail Order</b> \$12 generic copay \$50 brand copay, formulary \$90 brand copay, non-formulary Mandatory Generic 90 day supply	
<b>Defined by the Advantage Pharmacy Network – Not Physician Network. Prescriptions filled at a non-network pharmacy are not covered.</b>  <b>Your plan uses the Comprehensive Formulary with an Incentive Benefit Design.</b>					
<b>Questions? Call 1-800-215-7865</b>	<b>REFERENCE CODE: COMM040215</b> (please have reference code ready when you call)			<b>REFERENCE CODE: COMM030215</b> (please have reference code ready when you call)	

- (1) Your group's benefit period is based on a Contract Year. The contract year is a consecutive 12 month period, beginning July 1<sup>st</sup> and ending June 30<sup>th</sup>.
- (2) Services are limited to those listed on the Highmark Preventive Schedule. Gender, age and frequency limits may apply.
- (3) 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.
- (4) Highmark Healthcare Management Services (HMS) must be contacted prior to a planned inpatient admission or within 48 hours of an emergency or maternity related inpatient admission. Some facility provider will contact HMS and obtain precertification of the inpatient admission on your behalf. Be sure to verify that your provider is contacting HMS for precertification. If not, you are responsible for contacting HMS. If this does not occur and it is later determined that all or part of the inpatient stay was not medically necessary or appropriate, you will be responsible for payment of any costs not covered.
- (5) 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 pharmacist and physicians. Your program includes coverage for both formulary and non-formulary drugs at the specific copay or coinsurance amounts listed above. You are responsible for the payment differential when a generic drug is authorized by you 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.
- (6) Services are provided for acute care for minor illnesses. Services must be performed by a Highmark approved telemedicine provider. Virtual Behavioral Health visits provided by a Highmark approved telemedicine provider are eligible under the Outpatient Mental Health/Substance Abuse benefit.
- Effective with plan years beginning on or after January 1, 2016 the Network Total Maximum Out-of-Pocket as mandated by the federal government must include deductible, coinsurance, copays and any qualified medical expense. The Total Maximum Out-of-Pocket cannot be more than \$6,850 for individual and \$13,700 for two or more persons.*

Please be advised that most eligible consent decree services will process under the Standard Value level of benefits. Payments are based on plan allowance.

REV 1.27.16

## 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

# UPPER ST. CLAIR SCHOOL DISTRICT

## 2016-17 SALARY SCHEDULE

Step	B	B10	B20	M	M10	M20	M30	M40	M50	DOC
1	47,900	48,820	49,045	49,500	49,720	49,940	50,375	50,590	50,810	51,390
1.5	48,350	49,270	49,495	49,950	50,170	50,390	50,825	51,040	51,260	51,840
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	90,650	91,126	91,419	94,050	94,344	94,637	95,851	96,140	96,435	98,118
16	97,193	97,500	97,807	101,100	101,410	101,718	103,160	103,465	103,775	105,782



**UPPER ST. CLAIR SCHOOL DISTRICT**

**2017-18 SALARY SCHEDULE**

<b>Step</b>	<b>B</b>	<b>B10</b>	<b>B20</b>	<b>M</b>	<b>M10</b>	<b>M20</b>	<b>M30</b>	<b>M40</b>	<b>M50</b>	<b>DOC</b>
1	48,700	49,620	49,845	50,300	50,520	50,740	51,175	51,390	51,610	52,190
1.5	49,050	49,970	50,195	50,650	50,870	51,090	51,525	51,740	51,960	52,540
2	49,400	50,320	50,545	51,000	51,220	51,440	51,875	52,090	52,310	52,890
2.5	49,850	50,770	50,995	51,450	51,670	51,890	52,325	52,540	52,760	53,340
3	50,300	51,220	51,445	51,900	52,120	52,340	52,775	52,990	53,210	53,790
3.5	50,900	51,820	52,045	52,500	52,720	52,940	53,375	53,590	53,810	54,390
4	51,500	52,420	52,645	53,100	53,320	53,540	53,975	54,190	54,410	54,990
4.5	52,050	52,970	53,195	53,650	53,870	54,090	54,525	54,740	54,960	55,540
5	52,600	53,520	53,745	54,200	54,420	54,640	55,075	55,290	55,510	56,090
5.5	53,150	54,070	54,295	54,750	54,970	55,190	55,625	55,840	56,060	56,640
6	53,700	54,620	54,845	55,300	55,520	55,740	56,175	56,390	56,610	57,190
6.5	54,200	55,120	55,345	55,800	56,020	56,240	56,675	56,890	57,110	57,690
7	54,700	55,620	55,845	56,300	56,520	56,740	57,175	57,390	57,610	58,190
7.5	55,075	55,995	56,220	56,675	56,895	57,115	57,550	57,765	57,985	58,565
8	55,450	56,370	56,595	57,050	57,270	57,490	57,925	58,140	58,360	58,940
8.5	55,825	56,745	56,970	57,425	57,645	57,865	58,300	58,515	58,735	59,315
9	56,200	57,120	57,345	57,800	58,020	58,240	58,675	58,890	59,110	59,690
9.5	56,575	57,495	57,720	58,175	58,395	58,615	59,050	59,265	59,485	60,065
10	56,950	57,870	58,095	58,550	58,770	58,990	59,425	59,640	59,860	60,440
10.5	57,425	58,345	58,570	59,025	59,245	59,465	59,900	60,115	60,335	60,915
11	57,900	58,820	59,045	59,500	59,720	59,940	60,375	60,590	60,810	61,390
11.5	58,600	59,520	59,745	60,200	60,420	60,640	61,075	61,290	61,510	62,090
12	59,300	60,220	60,445	60,900	61,120	61,340	61,775	61,990	62,210	62,790
12.5	60,000	60,920	61,145	61,600	61,820	62,040	62,475	62,690	62,910	63,490
13	60,700	61,620	61,845	62,300	62,520	62,740	63,175	63,390	63,610	64,190
13.5	61,400	62,320	62,545	63,000	63,220	63,440	63,875	64,090	64,310	64,890
14	62,100	63,020	63,245	63,700	63,920	64,140	64,575	64,790	65,010	65,590
14.5	73,479	74,261	74,513	75,725	75,974	76,223	76,934	77,178	77,427	78,397
15	84,857	85,501	85,781	87,750	88,028	88,306	89,292	89,565	89,844	91,203
15.5	91,775	92,251	92,544	95,175	95,469	95,762	96,976	97,265	97,560	99,243
16	98,693	99,000	99,307	102,600	102,910	103,218	104,660	104,965	105,275	107,282

# UPPER ST. CLAIR SCHOOL DISTRICT

## 2018-19 SALARY SCHEDULE

Step	B	B10	B20	M	M10	M20	M30	M40	M50	DOC
1	49,500	50,420	50,645	51,100	51,320	51,540	51,975	52,190	52,410	52,990
1.5	49,825	50,745	50,970	51,425	51,645	51,865	52,300	52,515	52,735	53,315
2	50,150	51,070	51,295	51,750	51,970	52,190	52,625	52,840	53,060	53,640
2.5	50,500	51,420	51,645	52,100	52,320	52,540	52,975	53,190	53,410	53,990
3	50,850	51,770	51,995	52,450	52,670	52,890	53,325	53,540	53,760	54,340
3.5	51,300	52,220	52,445	52,900	53,120	53,340	53,775	53,990	54,210	54,790
4	51,750	52,670	52,895	53,350	53,570	53,790	54,225	54,440	54,660	55,240
4.5	52,350	53,270	53,495	53,950	54,170	54,390	54,825	55,040	55,260	55,840
5	52,950	53,870	54,095	54,550	54,770	54,990	55,425	55,640	55,860	56,440
5.5	53,500	54,420	54,645	55,100	55,320	55,540	55,975	56,190	56,410	56,990
6	54,050	54,970	55,195	55,650	55,870	56,090	56,525	56,740	56,960	57,540
6.5	54,600	55,520	55,745	56,200	56,420	56,640	57,075	57,290	57,510	58,090
7	55,150	56,070	56,295	56,750	56,970	57,190	57,625	57,840	58,060	58,640
7.5	55,650	56,570	56,795	57,250	57,470	57,690	58,125	58,340	58,560	59,140
8	56,150	57,070	57,295	57,750	57,970	58,190	58,625	58,840	59,060	59,640
8.5	56,525	57,445	57,670	58,125	58,345	58,565	59,000	59,215	59,435	60,015
9	56,900	57,820	58,045	58,500	58,720	58,940	59,375	59,590	59,810	60,390
9.5	57,275	58,195	58,420	58,875	59,095	59,315	59,750	59,965	60,185	60,765
10	57,650	58,570	58,795	59,250	59,470	59,690	60,125	60,340	60,560	61,140
10.5	58,025	58,945	59,170	59,625	59,845	60,065	60,500	60,715	60,935	61,515
11	58,400	59,320	59,545	60,000	60,220	60,440	60,875	61,090	61,310	61,890
11.5	58,875	59,795	60,020	60,475	60,695	60,915	61,350	61,565	61,785	62,365
12	59,350	60,270	60,495	60,950	61,170	61,390	61,825	62,040	62,260	62,840
12.5	60,050	60,970	61,195	61,650	61,870	62,090	62,525	62,740	62,960	63,540
13	60,750	61,670	61,895	62,350	62,570	62,790	63,225	63,440	63,660	64,240
13.5	61,450	62,370	62,595	63,050	63,270	63,490	63,925	64,140	64,360	64,940
14	62,150	63,070	63,295	63,750	63,970	64,190	64,625	64,840	65,060	65,640
14.5	73,866	74,648	74,901	76,113	76,362	76,611	77,321	77,565	77,815	78,784
15	85,582	86,226	86,506	88,475	88,753	89,031	90,017	90,290	90,569	91,928
15.5	92,863	93,338	93,632	96,263	96,557	96,850	98,064	98,353	98,647	100,330
16	100,143	100,450	100,757	104,050	104,360	104,668	106,110	106,415	106,725	108,732

# UPPER ST. CLAIR SCHOOL DISTRICT

## 2019-20 SALARY SCHEDULE

Step	B	B10	B20	M	M10	M20	M30	M40	M50	DOC
1	50,300	51,220	51,445	51,900	52,120	52,340	52,775	52,990	53,210	53,790
1.5	50,600	51,520	51,745	52,200	52,420	52,640	53,075	53,290	53,510	54,090
2	50,900	51,820	52,045	52,500	52,720	52,940	53,375	53,590	53,810	54,390
2.5	51,225	52,145	52,370	52,825	53,045	53,265	53,700	53,915	54,135	54,715
3	51,550	52,470	52,695	53,150	53,370	53,590	54,025	54,240	54,460	55,040
3.5	51,900	52,820	53,045	53,500	53,720	53,940	54,375	54,590	54,810	55,390
4	52,250	53,170	53,395	53,850	54,070	54,290	54,725	54,940	55,160	55,740
4.5	52,700	53,620	53,845	54,300	54,520	54,740	55,175	55,390	55,610	56,190
5	53,150	54,070	54,295	54,750	54,970	55,190	55,625	55,840	56,060	56,640
5.5	53,750	54,670	54,895	55,350	55,570	55,790	56,225	56,440	56,660	57,240
6	54,350	55,270	55,495	55,950	56,170	56,390	56,825	57,040	57,260	57,840
6.5	54,900	55,820	56,045	56,500	56,720	56,940	57,375	57,590	57,810	58,390
7	55,450	56,370	56,595	57,050	57,270	57,490	57,925	58,140	58,360	58,940
7.5	56,000	56,920	57,145	57,600	57,820	58,040	58,475	58,690	58,910	59,490
8	56,550	57,470	57,695	58,150	58,370	58,590	59,025	59,240	59,460	60,040
8.5	57,050	57,970	58,195	58,650	58,870	59,090	59,525	59,740	59,960	60,540
9	57,550	58,470	58,695	59,150	59,370	59,590	60,025	60,240	60,460	61,040
9.5	57,925	58,845	59,070	59,525	59,745	59,965	60,400	60,615	60,835	61,415
10	58,300	59,220	59,445	59,900	60,120	60,340	60,775	60,990	61,210	61,790
10.5	58,675	59,595	59,820	60,275	60,495	60,715	61,150	61,365	61,585	62,165
11	59,050	59,970	60,195	60,650	60,870	61,090	61,525	61,740	61,960	62,540
11.5	59,425	60,345	60,570	61,025	61,245	61,465	61,900	62,115	62,335	62,915
12	59,800	60,720	60,945	61,400	61,620	61,840	62,275	62,490	62,710	63,290
12.5	60,275	61,195	61,420	61,875	62,095	62,315	62,750	62,965	63,185	63,765
13	60,750	61,670	61,895	62,350	62,570	62,790	63,225	63,440	63,660	64,240
13.5	61,450	62,370	62,595	63,050	63,270	63,490	63,925	64,140	64,360	64,940
14	62,150	63,070	63,295	63,750	63,970	64,190	64,625	64,840	65,060	65,640
14.5	74,216	74,998	75,251	76,463	76,712	76,961	77,671	77,915	78,165	79,134
15	86,282	86,926	87,206	89,175	89,453	89,731	90,717	90,990	91,269	92,628
15.5	93,913	94,388	94,682	97,313	97,607	97,900	99,114	99,403	99,697	101,380
16	101,543	101,850	102,157	105,450	105,760	106,068	107,510	107,815	108,125	110,132

# UPPER ST. CLAIR SCHOOL DISTRICT

## 2020-21 SALARY SCHEDULE

Step	B	B10	B20	M	M10	M20	M30	M40	M50	DOC
1	51,100	52,020	52,245	52,700	52,920	53,140	53,575	53,790	54,010	54,590
1.5	51,375	52,295	52,520	52,975	53,195	53,415	53,850	54,065	54,285	54,865
2	51,650	52,570	52,795	53,250	53,470	53,690	54,125	54,340	54,560	55,140
2.5	51,950	52,870	53,095	53,550	53,770	53,990	54,425	54,640	54,860	55,440
3	52,250	53,170	53,395	53,850	54,070	54,290	54,725	54,940	55,160	55,740
3.5	52,575	53,495	53,720	54,175	54,395	54,615	55,050	55,265	55,485	56,065
4	52,900	53,820	54,045	54,500	54,720	54,940	55,375	55,590	55,810	56,390
4.5	53,250	54,170	54,395	54,850	55,070	55,290	55,725	55,940	56,160	56,740
5	53,600	54,520	54,745	55,200	55,420	55,640	56,075	56,290	56,510	57,090
5.5	54,050	54,970	55,195	55,650	55,870	56,090	56,525	56,740	56,960	57,540
6	54,500	55,420	55,645	56,100	56,320	56,540	56,975	57,190	57,410	57,990
6.5	55,100	56,020	56,245	56,700	56,920	57,140	57,575	57,790	58,010	58,590
7	55,700	56,620	56,845	57,300	57,520	57,740	58,175	58,390	58,610	59,190
7.5	56,250	57,170	57,395	57,850	58,070	58,290	58,725	58,940	59,160	59,740
8	56,800	57,720	57,945	58,400	58,620	58,840	59,275	59,490	59,710	60,290
8.5	57,350	58,270	58,495	58,950	59,170	59,390	59,825	60,040	60,260	60,840
9	57,900	58,820	59,045	59,500	59,720	59,940	60,375	60,590	60,810	61,390
9.5	58,400	59,320	59,545	60,000	60,220	60,440	60,875	61,090	61,310	61,890
10	58,900	59,820	60,045	60,500	60,720	60,940	61,375	61,590	61,810	62,390
10.5	59,275	60,195	60,420	60,875	61,095	61,315	61,750	61,965	62,185	62,765
11	59,650	60,570	60,795	61,250	61,470	61,690	62,125	62,340	62,560	63,140
11.5	60,025	60,945	61,170	61,625	61,845	62,065	62,500	62,715	62,935	63,515
12	60,400	61,320	61,545	62,000	62,220	62,440	62,875	63,090	63,310	63,890
12.5	60,775	61,695	61,920	62,375	62,595	62,815	63,250	63,465	63,685	64,265
13	61,150	62,070	62,295	62,750	62,970	63,190	63,625	63,840	64,060	64,640
13.5	61,625	62,545	62,770	63,225	63,445	63,665	64,100	64,315	64,535	65,115
14	62,100	63,020	63,245	63,700	63,920	64,140	64,575	64,790	65,010	65,590
14.5	74,529	75,311	75,563	76,775	77,024	77,273	77,984	78,228	78,477	79,447
15	86,957	87,601	87,881	89,850	90,128	90,406	91,392	91,665	91,944	93,303
15.5	94,925	95,401	95,694	98,325	98,619	98,912	100,126	100,415	100,710	102,393
16	102,893	103,200	103,507	106,800	107,110	107,418	108,860	109,165	109,475	111,482

# UPPER ST. CLAIR SCHOOL DISTRICT

## 2021-22 SALARY SCHEDULE

Step	B	B10	B20	M	M10	M20	M30	M40	M50	DOC
1	51,900	52,820	53,045	53,500	53,720	53,940	54,375	54,590	54,810	55,390
1.5	52,150	53,070	53,295	53,750	53,970	54,190	54,625	54,840	55,060	55,640
2	52,400	53,320	53,545	54,000	54,220	54,440	54,875	55,090	55,310	55,890
2.5	52,675	53,595	53,820	54,275	54,495	54,715	55,150	55,365	55,585	56,165
3	52,950	53,870	54,095	54,550	54,770	54,990	55,425	55,640	55,860	56,440
3.5	53,250	54,170	54,395	54,850	55,070	55,290	55,725	55,940	56,160	56,740
4	53,550	54,470	54,695	55,150	55,370	55,590	56,025	56,240	56,460	57,040
4.5	53,875	54,795	55,020	55,475	55,695	55,915	56,350	56,565	56,785	57,365
5	54,200	55,120	55,345	55,800	56,020	56,240	56,675	56,890	57,110	57,690
5.5	54,550	55,470	55,695	56,150	56,370	56,590	57,025	57,240	57,460	58,040
6	54,900	55,820	56,045	56,500	56,720	56,940	57,375	57,590	57,810	58,390
6.5	55,350	56,270	56,495	56,950	57,170	57,390	57,825	58,040	58,260	58,840
7	55,800	56,720	56,945	57,400	57,620	57,840	58,275	58,490	58,710	59,290
7.5	56,400	57,320	57,545	58,000	58,220	58,440	58,875	59,090	59,310	59,890
8	57,000	57,920	58,145	58,600	58,820	59,040	59,475	59,690	59,910	60,490
8.5	57,550	58,470	58,695	59,150	59,370	59,590	60,025	60,240	60,460	61,040
9	58,100	59,020	59,245	59,700	59,920	60,140	60,575	60,790	61,010	61,590
9.5	58,650	59,570	59,795	60,250	60,470	60,690	61,125	61,340	61,560	62,140
10	59,200	60,120	60,345	60,800	61,020	61,240	61,675	61,890	62,110	62,690
10.5	59,700	60,620	60,845	61,300	61,520	61,740	62,175	62,390	62,610	63,190
11	60,200	61,120	61,345	61,800	62,020	62,240	62,675	62,890	63,110	63,690
11.5	60,575	61,495	61,720	62,175	62,395	62,615	63,050	63,265	63,485	64,065
12	60,950	61,870	62,095	62,550	62,770	62,990	63,425	63,640	63,860	64,440
12.5	61,325	62,245	62,470	62,925	63,145	63,365	63,800	64,015	64,235	64,815
13	61,700	62,620	62,845	63,300	63,520	63,740	64,175	64,390	64,610	65,190
13.5	62,075	62,995	63,220	63,675	63,895	64,115	64,550	64,765	64,985	65,565
14	62,450	63,370	63,595	64,050	64,270	64,490	64,925	65,140	65,360	65,940
14.5	75,029	75,811	76,063	77,275	77,524	77,773	78,484	78,728	78,977	79,947
15	87,607	88,251	88,531	90,500	90,778	91,056	92,042	92,315	92,594	93,953
15.5	95,900	96,376	96,669	99,300	99,594	99,887	101,101	101,390	101,685	103,368
16	104,193	104,500	104,807	108,100	108,410	108,718	110,160	110,465	110,775	112,782

**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 65 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 **sixty-fifth** 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 **sixty-fifth** 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-five** 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 this 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