

**AGREEMENT BETWEEN THE  
ASSOCIATION OF CATHOLIC TEACHERS, LOCAL UNION NO. 1776  
NATIONAL ASSOCIATION OF CATHOLIC SCHOOL TEACHERS  
AND THE  
SECONDARY SCHOOL SYSTEM OF THE ARCHDIOCESE OF PHILADELPHIA**

THIS AGREEMENT, made and entered into by and between the Association of Catholic Teachers, Local Union No. 1776, National Association of Catholic School Teachers, herein referred to as the “Association” and the Secondary School System of the Archdiocese of Philadelphia, herein referred to as the “System.”

**WITNESSETH**

WHEREAS, the said parties desire to establish the terms and conditions relating to the professional employment of the lay teachers of the System; to advance the educational objectives of the System; to indicate the areas of authority and responsibility of the parties; and to provide a reasonable means of adjustment of differences that may arise from time to time between them.

The Secondary School System of the Archdiocese of Philadelphia is dedicated to the mission of Catholic education. To that end, the work of all should reflect the teachings of Jesus Christ.

In order to foster the building of a Catholic community, the Association of Catholic Teachers and the Secondary School System accept and support that:

- Catholic schools form Catholic students to be full and practicing members of the Church, are centers of evangelization that call all to live fully the message of Jesus Christ, and are centers of academic excellence that rigorously prepare students to be life-long learners and contributing members of the global community;
- The Catholic schools of the Secondary School System are an integral part of the Church’s mission to teach young people how to proclaim the Gospel, build faith communities, celebrate through worship and service to others;
- A goal of our Catholic secondary schools is to assist parents/guardians in preparing the next generation of practicing Catholics who are well educated in the Catholic faith and capable of leadership in creating a just and Gospel-centered society. It is critical that all parties actively create an educational system that prepares each student for success in postsecondary education, work and citizenship;
- The Catholic schools are committed to academic excellence, fostering the intellectual development and growth of faculty and students as all embrace learning attitudes of the 21<sup>st</sup> century. Schools must work toward this transformation to meet the needs of the 21<sup>st</sup> century learner. The commitment to

this transformation is seen in embracing and implementing current and next generation learning strategies such as the framework for a rigorous and relevant curriculum and instruction and all that it entails, as well as web 2.0 and 3.0 tools;

- Student learning in our Catholic schools begins with a rigorous curriculum presented in a learning environment that supports high levels of student engagement where ever-evolving technologies and 21<sup>st</sup> century skills are integrated with information relevant to the present as well as the future. Instructional planning, delivery and assessment practices are at the forefront of providing a quality and effective education;
- Available technology, provided by the school, shall be appropriately utilized to extend and expand learning opportunities and all teachers shall integrate technology in their instructional delivery;
- All students in our Catholic schools need to be given frequent opportunities to think critically, work collaboratively, and make appropriate choices in an academic climate that allows for growth in each student's ability to express learning in creative ways;
- Commitment to standards based instruction, effective assessment practices, project-based learning and data-driven decision making will provide the education that the students need to reach individual levels of success;
- A safe, orderly and respectful learning environment is necessary for a quality, Catholic education;
- Catholic secondary schools embrace cultural diversity reflective of the world in which our students will live and work;
- Supportive relationships enhance the learning capabilities of all of our students;
- Change must be future-focused, flexible, collaborative and creative. Each school's educational vision can become reality by allowing the freedom necessary to develop unique educational opportunities. Flexibility in programs, schedules, rosters and instructional delivery are necessary to meet these needs as well as position our schools for success and viability;
- Respect for the dignity of the worker is a fundamental principle of Catholic social teaching and the measure of justice in the workplace.

NOW, THEREFORE, the parties hereto mutually agree with each other as follows:

## ***ARTICLE I - PURPOSE AND SCOPE OF AGREEMENT***

1. The System hereby recognizes the Association as the sole and exclusive collective bargaining agent for all full-time lay teachers and long-term substitutes who are engaged in professional duties in the System in the high schools designated in Exhibit A attached hereto and made part hereof, exclusive, however, of principals, assistant principals of academic affairs, student services, student affairs, student life, directors of school ministry, special music teachers who are not full-time employees of the System, “coaches in their coaching capacity,” per diem substitutes, and other employees who are not full-time teachers in the System. Substitutes whose continuous employment extends beyond thirty (30) school days or whose totality of discontinuous employment during the same school year extends beyond fifty (50) school days shall automatically become members of the bargaining unit on the first day of employment beyond such periods. Such membership in the bargaining unit does not guarantee the substitute teacher any rights of continued employment.

Permanent deacons who are full-time teaching employees of the System shall be considered members of the bargaining unit in all matters of employment.

- 1a. For the 2011-2012 school year, in the event, however, the limited teaching experience of at least one (1) semester (as defined in Article XVIII, Section 1) has been satisfactory according to the Evaluation Procedure, the teacher’s name shall be placed on a list. Vacancies in the appropriate subject area shall be filled by teachers selected from a pool of all available substitutes plus all other available candidates.

Beginning in the 2012-2013 school year, in the event, however, the limited teaching experience of at least one (1) semester (as defined in Article XVIII, Section 1) has been Distinguished, Proficient or Basic according to the Evaluation Procedure, the teacher’s name shall be placed on a list. Vacancies in the appropriate subject area shall be filled by teachers selected from a pool of all available substitutes plus all other available candidates.

The assignment shall take place at the beginning of the second semester provided the opening occurs at least thirty (30) days before the beginning of the second semester. Otherwise, the assignment will take place at the end of the school year.

As soon as the teacher is selected, he/she shall be treated as a full-time teacher.

- 1b. The System reserves the right to determine the number of full-time teachers assigned to a school. A full-time teacher is defined as a teacher assigned to an eight (8) period roster which includes any combination of instructional and service period assignments as well as an assigned lunch and preparation period unless modified by Article IX, Section 9.

The System reserves the right to hire part-time teachers to supplement the teaching staff at a particular school. A part-time teacher is defined as a teacher who is assigned to teach no more than two (2) instructional periods. No more than two (2) instructional periods in any department can be taught by any combination of administrators, School Ministers, Directors of School Ministry or part-time teachers.

Notwithstanding the preceding paragraph, however, in any two (2) of the following departments—Fine Arts, World Language and one (1) other department of a school's choosing—four (4) instructional periods may be taught by any combination of administrators, School Ministers, Directors of School Ministry or part-time teachers; provided, however, if four (4) courses within one (1) of the departments can be taught by a teacher with an appropriate competency, that position shall be a full-time position.

Competency in the subject area of any instructional period is a requirement.

Part-time teachers shall not be hired to replace full-time teachers.

In a year in which a constriction(s) occurs in a department where any part-time teachers are employed, no more than a total of two (2) instructional periods remaining from the full-time constricted teacher's(s') roster(s) may be taught by any part-time teacher(s).

- 1c. The System shall continue its policy of not increasing the number of classes taught by administrators. It is understood that the number of classes taught by administrators, School Ministers and/or part-time teachers cannot equal three (3) or more in one department, except in those departments where up to four (4) instructional periods may be taught by part-time teachers. In those departments where an administrator(s) is/are assigned to an instructional period(s), the instructional period(s) will be counted in the number of sections which define a part-time teacher.

A School Minister may teach one (1) class of Theology and this shall not be counted under the provisions of this Article.

If the School Minister teaches more than one (1) class of Theology or a class or classes in another academic area, these classes shall be counted under the provisions of this Article.

The Director of School Ministry may teach one (1) class of Theology and this shall not be counted under the provisions of Article I, Section 1b. However, the total number of Theology classes taught by the Director of School Ministry cannot equal three (3) or more.

The System may employ diocesan priests for part-time teaching in Theology. The hiring of diocesan priests for part-time teaching in Theology may not displace a full-time teaching position.

2. The subjects covered by the Agreement are conditions of professional services (wages, hours, and other terms and conditions of employment) of full-time lay teachers and long-term substitutes.
3. The Association recognizes that the operation and maintenance of the System is the sole responsibility of the Catholic Archdiocese of Philadelphia functioning through the System.
4. The Association recognizes the uniqueness of the System and its spiritual commitment to provide the opportunity for Catholic schooling. Every teacher is expected to give witness to the Catholic faith and to assist in the religious formation and education ministry of the school.
5. The Association recognizes the non-profit nature of the System, and the fact that it possesses no taxing power, and is dependent, in part, upon the free-will offerings of the people.

To ensure that the entire community is made aware of and offered the opportunity to help support Catholic schools, the System shall continue the existence of the present Alternative Funding Committee for the life of the contract. The purpose of the Committee shall be to continue exploring the means necessary to acquire this support. The actions of this Committee shall not be subject to the provisions of Article XIV.

The Committee shall meet twice a year and shall select its own chairperson.

The Association's representative will forward to the Association any minutes or reports from the Alternative Funding Committee.

6. The Association recognizes that when the terms and conditions of this collective bargaining agreement affect in any way religious teachers or their communities in the System, said System has the right and duty to consult with the religious teachers, their communities, and the authorized representative of the congregational leadership for religious and the Secretary for Clergy for diocesan priests to discuss with them all matters of mutual concern. The System also recognizes that when the terms and conditions of agreements with religious communities affect in any way the lay teachers, said System has the right and duty to consult with the Association.

And the Association further recognizes that the religious communities participating in the System have the right to determine the personnel assignments within these communities, insofar as such assignments do not violate the terms of

this Agreement. If a religious leaves a teaching position, the position may be filled by another religious, but only in the department from which the religious left.

When a religious teacher dies or is reassigned, the position shall remain a religious position for four (4) semesters.

All open positions not available to constricted teachers or voluntary transfers shall be open to religious and lay teachers without discrimination.

7. The System retains the sole right and duty to operate its school system in accordance with the philosophy of Christian education, the doctrines, laws, and norms of the Catholic Church. Notwithstanding grievance and arbitration procedures hereinafter specified, any grievance arising from dismissal of a teacher for serious and public immorality and/or public rejection of official doctrine or laws of the Church shall be first discussed orally with the Principal and/or the System. The charge shall then be reduced to writing and presented to the teacher. The teacher or the Association may then file a grievance at the System level. If the grievance is not resolved at the previous level, the teacher or the Association may request arbitration by the Ordinary of the Archdiocese or his designee whose decision shall be final and binding on all concerned.
8. The System retains the sole right to operate its school system, determine academic programs, resource room services, and all support services as deemed necessary for the operation and management of the Secondary School System of the Archdiocese of Philadelphia. Nothing herein shall be deemed to limit or restrict it in any way in the exercise of all its functions. This includes the right to make such rules relating to its operation as it shall deem advisable providing they are not inconsistent with the terms of this Agreement.
  - 8a. A copy of any policy directly related to the Labor Agreement and/or the lay teachers shall be forwarded to the Association at the time of its promulgation.
  - 8b. Any requirements in this Agreement for postings, lists, notifications, rosters and other copies may be provided in paper or electronic form. Effective September 1, 2011, the Association will be provided with postings, lists, notifications, rosters, and other copies in paper form.

Effective September 1, 2012, the Association will be provided with postings, lists, notifications, rosters, and other copies in paper or electronic form.
9. The right to hire, suspend, discharge, or otherwise discipline a teacher for violation of such rules or for other proper and just cause is reserved to the System.
10. All of the functions, powers, or authority which the System has not specifically abridged, delegated, or modified by this Agreement are retained by the System.

11. The System shall continue its policy of meeting with the Association on a regular basis.

## ***ARTICLE II - CHECK OFF***

1. All teachers in the bargaining unit have the right to join or not to join the Association. The System shall cause to be deducted through the individual schools the Association dues from the salary of each teacher who shall furnish the proper authorization to make such deductions.

All teachers in the bargaining unit share in the contract benefits and Association representation. Those teachers who are members of the Association discharge their obligation through membership dues. Those teachers who do not wish to join the Association shall tender a service fee in lieu of membership dues. The amount of the service fee is to be determined by the Association. For the term of this contract, the service fee is eighty percent (80%) of the Association dues. It is also understood that non-members may designate \$25.00 of their service fee to be placed in the Association's Education Fund in which benefits they may participate.

It is understood and agreed that payment of Association dues or service fee is a condition of employment of all lay teachers who are members of the bargaining unit. It is further understood and agreed that the Association will not request separation from employment of any lay teacher without first making a written request to such teacher for payment, and if payment is refused or withheld for more than thirty (30) days, the System as well as the Association may evaluate any extenuating circumstances involved in the teacher's refusal to pay the service fee.

After such evaluation, the Association may then notify the System with a copy to the teacher requesting the termination of the teacher within thirty (30) days.

Any dispute arising in regard to this matter, including the refusal of the System to dismiss the teacher, if requested, will be resolved in the grievance procedure.

- 1a. The Association will advise the System in writing as to any change in the amount of said dues or service fee at least thirty (30) days prior to the effective date of any change. All dues and service fee authorizations shall be irrevocable for the term of this contract and thereafter, unless the individual teacher shall submit in writing his/her resignation from the Association or revocation of the service fee authorization by certified mail to the Association's Office during the period of fifteen (15) days prior to the expiration of this contract or succeeding contracts.

All deductions above shall be remitted within three (3) working days of each pay

date. A listing of bargaining unit members and deductions for union dues and service fees shall accompany each payment to the Association.

2. If a teacher who was terminated for failure to satisfy this obligation is subsequently rehired by the System, said teacher shall lose all previously acquired salary increments and seniority, and other provisions of this Agreement notwithstanding, unless mutually agreed to otherwise by the Association and the System.

### ***ARTICLE III - UNION REPRESENTATION***

1. The System will not discriminate against any teacher because of age, race, sex, color, national origin, union activity, and membership or non-membership in the Association.

Preferential treatment can be grieved. In the case of preferential treatment, the grievance must be linked to specific contract language and specific details regarding preferential treatment must be included in the grievance form.

In the case of harassment allegations, the parties agree to follow the Procedures Governing Harassment Complaints.

If either party disagrees with the decision that was rendered, the provisions of Article XIV may be utilized.

In all matters pertaining to professional duties within the System, all religious and lay teachers shall be treated equitably.

2. No teacher may be asked to attend a meeting with the school or diocesan administration without a representative of the Association being present if the teacher reasonably feels the meeting could result in disciplinary action against him/her.

Disciplinary action cannot be taken against any teacher unless the teacher has been apprised in writing of his/her right to union representation.

If the teacher declines union representation, he/she shall sign a waiver form (Exhibit H) indicating that he/she declines union representation. Such form shall be signed in the presence of the Senior Delegate or Alternate.

3. In each school the members of the Association shall designate one of their members as Senior Delegate for purposes of liaison among faculty members and between the members of the Association and the local administration in matters pertaining to the administration and application of this contract and other matters of mutual concern.



- 3a. Senior Delegates shall have three (3) of their service periods per cycle rostered for the appropriate activities relating to the administration of this Agreement and the duties of their office which pertain to such administration.
- 3b. The Association's Vice President and the four (4) Area Vice Presidents shall have the last period each day rostered as their preparation period in order to carry out the appropriate activities relating to the administration of this Agreement in cooperation with the administration of the schools within their areas.

In order that the Association's Vice President and the four (4) Area Vice Presidents may have the last period each day rostered as their preparation period, their names must be forwarded to the System not later than June 30 in order to allow sufficient time to adjust their rosters.

- 4. Teachers in the System who are elected or appointed to positions within the Association or any organization with which it is affiliated will, upon proper application, be granted leaves of absence of not less than one (1) year subject to yearly renewal. Upon proper application by the Association, renewal will be granted.

Should an individual serve in such a position on a full-time basis, he/she shall receive no salary from the System. Should an individual serve in a part-time position, he/she shall receive a salary from the System to be determined on a pro rata basis depending upon the number of teaching or service periods he/she is assigned within the System. Such individuals, however, may be carried on the seniority list of the school in which they taught or the seniority list of the System, and may be paid through the school or the System with monies which the Association shall forward in advance to cover salary and benefits for such teachers.

However, teachers granted such leaves of absence shall retain all insurance, pension, and other benefits in conformity with contract and benefit plan requirements, and shall continue to accrue seniority for salary increments and all other purposes as though they were in regular service.

Upon return to service, they shall be placed on the assignment which they left or, in the absence of such assignment, on an assignment mutually agreed to between the Association and the System, with all accrued benefits and increments that they would have earned had they been in regular service. Teachers on such leaves of absence shall be permitted to pay both their own and the System's contributions to all plans requiring such contributions.

- 4a. The Association's President or his/her designee from the Association's Executive Board or House of Delegates shall have free access to the schools insofar as he/she may enter the schools without permission but must notify the local school

administration of his/her presence in the building and conform to local school security procedures. He/she may consult privately with any bargaining unit member or meet with any member of the administration of the school, as long as this does not interfere with the school schedule in operation.

5. Local school membership meetings may be held on school premises outside the school day.

Notice of such meetings shall be given twenty-four (24) hours in advance or as soon as possible. If the Principal or his/her designee is unavailable, meetings may be held. In such cases, the Principal shall be notified of such meetings as soon as possible.

- 5a. In each school the local administration shall provide a bulletin board in a place mutually agreed to by the administration and the Senior Delegate, upon which the Association may display Association business and which is accessible to all members of the Association.
- 5b. The Senior Delegate shall have access, as needed, to a private telephone to conduct Association business.
6. The Association shall have the right to place Association material in mailboxes of all teachers and other professional employees. Placement will be made by the authorized representatives of the Association or their designees. Materials other than official releases of the Association or their affiliates, when so placed, shall bear the name of some responsible representative of the Association.
7. Permission for General Membership or House of Delegates meetings on school premises must be obtained from the System by the Association representative at least twenty-four (24) hours in advance of such meetings.
8. A teacher's personnel file shall be used as a report of his/her documented performance and shall be kept in a place accessible only to the Principal and administrators. Proper reports relating to special competencies, academic, civil, and social achievements and evaluations should also be placed in the file. A teacher may examine his/her personnel file at his/her request by completing a request and acknowledgment form (Exhibit I). The teacher shall acknowledge his/her examination of the file in writing and shall have the right to answer any material. Such answers shall be included in the file.

No material detrimental to the teacher's record or derogatory to his/her conduct, service, character, or personality shall be placed in his/her personnel file unless the teacher has had a dated copy given to him/her. The teacher shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed with the understanding that his/her signature merely signifies that he/she has read the material and does not necessarily indicate agreement with its contents.

Such material(s) shall be signed and returned to the Principal within two (2) school days. The teacher shall have the right to answer any such material filed, and his/her answer shall be attached to that material. The signature of the teacher shall be followed by the statement, "Date of Response, if any, \_\_\_\_/\_\_\_\_/\_\_\_\_." Anonymous material shall never be placed in the personnel file.

9. No such detrimental or derogatory material contained under Section 8 may be used in any disciplinary action against a teacher unless he/she has been supplied a copy of the material being used. The teacher shall acknowledge that he/she has received such material by affixing his/her signature to said material. Detrimental or derogatory material two (2) or more years old shall be removed from the tenured teacher's file and may not be used in any disciplinary action. Detrimental or derogatory material three (3) or more years old shall be removed from the non-tenured teacher's file and may not be used in any disciplinary action.

Materials shall remain in the teacher's file in perpetuity, and may be used for disciplinary action at any time, when such materials concern misconduct involving students in which disciplinary action has been taken or suspension has occurred. "Misconduct involving students" shall be defined by or as (i) current prohibitions set forth in 22 Pa. Code Section 235.10, (ii) a violation of the Standards of Ministerial Behavior and Boundaries, and/or (iii) Archdiocesan Acceptable Use Policies as they relate to students.

The time limitations of this Section shall be suspended during any leave of absence from the teaching position.

Materials must be in the file within six (6) months after the cause of the complaint arises or could have been commonly known.

If the accuracy of the material placed in the personnel file is disputed, such disagreement may be resolved by following the procedures of Article XIV. Such grievance shall not be appealed beyond Step 7.

- 9a. No detrimental or derogatory material from sources other than the personnel file may be introduced in a disciplinary action against a teacher unless the teacher has been supplied a copy of the material being so used at least one (1) week in advance of such action unless the material is of such a serious nature that it requires immediate action, in which case the teacher would be given a copy of the material at the time such action is initiated, and provided that the material is not more than two (2) years old for tenured teachers, not more than three (3) years old for non-tenured teachers and in perpetuity when they concern serious misconduct involving students as defined in Article III, Section 9.
- 9a1. Statements from students who bring an allegation(s) against a teacher shall be given to the teacher with the name of the person making the allegation(s). Statements from student witnesses shall be given to the teacher with the names of

the students redacted. Such statements may be used in the investigation of a disciplinary action against a teacher provided the teacher has been given a copy of the material being so used at least one (1) week in advance of such action unless the material is of such a serious nature that it requires immediate action in which case the teacher would be given a copy of the material at the time such action is initiated. Once the System makes an internal decision to impose discipline on the teacher, the complete student witness statements used to support that decision, including names, shall be given to the teacher if requested by the teacher.

- 9b. Upon receipt of a written request, the teacher shall be furnished no more than two (2) reproductions of any material in his/her file over the course of the school year. Such reproduction shall be furnished to the teacher within two (2) school days of the request. The teacher shall acknowledge in writing the receipt of this material. In the absence of the Principal, an Assistant Principal can furnish the reproduction.
- 9c. The Principal and all Assistant Principals shall have an official right and reason for inspecting a teacher's file. When a teacher's file is inspected by an Assistant Principal, he/she should complete Exhibit J and place it in the teacher's file. A copy of the completed Exhibit J shall be placed in the teacher's mailbox.
- 9d. Material placed in the teacher's file by an administrator other than the Principal shall be co-signed by the Principal. Such signature shall denote that he/she has read the material and agrees with the contents. Such signature shall be preceded by the statement, "I have read the above and am in full agreement with its contents."

The teacher's signature shall be preceded by the statement, "My signature merely signifies that I have read the material and does not necessarily indicate agreement with its contents."

- 10. If a decision of the Administrative Board or Academic Board affects the Labor-Management Agreement, then the Principal shall consult with the Association or its designee.
- 11. Each department shall receive an electronic copy of the Master Roster of the entire teaching staff by the fourth Wednesday after Labor Day. A copy will also be available in the Academic Affairs Office. All changes to this Master Roster will be updated in electronic form on a monthly basis, a copy of which shall also be given to the Senior Delegate.

The Master Roster will include the following information, if applicable:

- a. Teacher's Name
- b. Subject and Track Level
- c. Days of Cycle the Teacher Has the Class

- d. Room Number
- e. Service Period Assignment
- f. Homeroom Assignment

By October 15, each school shall furnish to each of its department heads a copy of its Master Roster by department as well as the number of students in each class.

By October 15, the System shall furnish to the Association a copy of each school's Master Roster by department as well as the number of students in each class.

#### ***ARTICLE IV – TENURE***

1. A teacher hired prior to June 16, 2006, possessing at least a Bachelor's Degree from an accredited four-year college, shall have the right of tenure herein set forth after the completion of six (6) teaching semesters of satisfactory teaching in the System. The teacher shall then receive a certificate of tenure within ninety (90) days of the completion of the six (6) teaching semesters.

Except as modified below, teachers hired for the 2006-2007 school year and thereafter must possess Pennsylvania State Certification in order to obtain the right of tenure herein set forth after the completion of six (6) teaching semesters of satisfactory teaching in the System. The teacher shall then receive a certificate of tenure within ninety (90) days of the completion of the sixth teaching semester.

Except as modified below, teachers hired for the 2012-2013 school year and thereafter must possess and maintain Pennsylvania State Secondary Certification in order to obtain the right of tenure herein set forth after the completion of six (6) teaching semesters of Distinguished and/or Proficient teaching in the System. The teacher shall then receive a certificate of tenure within ninety (90) days of the completion of the sixth teaching semester.

Diocesan certification for teachers of Theology in the System shall be granted if the teacher possesses a competency in Theology (twenty-four (24) credits from a Catholic college or university) and eighteen (18) credits in Education from an accredited college or university.

- 1a. A teacher eligible for tenure may be retained on probation without being granted tenure at the conclusion of his/her sixth teaching semester for an additional two (2) semesters.

A teacher who is to be retained on probation without tenure for two (2) additional semesters must be given notice to that effect at least fifteen (15) days prior to the end of his/her sixth teaching semester. Such notice shall contain the reasons the System has for placing the teacher on probation and shall be interpreted to include but not be limited to evaluation reports and notices of deficiency. The reasons

cited within the notice shall not be a matter for the grievance procedure. A teacher receiving such notice may request in writing a meeting with the Committee for Review, as defined in Article XV, Section 4, to discuss his/her case. The teacher may have an official of the Association with him/her at this meeting. This meeting shall be held within fifteen (15) days from the date that the request was received.

If the teacher is retained for the seventh semester and a probation notice has not been given within the required time at the conclusion of the sixth teaching semester, then the teacher shall automatically be granted tenure. The teacher shall then receive a certificate of tenure within ninety (90) days of the completion of the sixth teaching semester.

- 1b. Teachers placed on probation shall be assigned a lead teacher as described in Article XVI, Section 7.
- 1c. Teachers on probation shall automatically be granted tenure at the conclusion of their second semester on probation unless the procedures for non-renewal of contract contained in Sections 3, 4 and 4a below have been followed. The teacher shall then receive a certificate of tenure within ninety (90) days of the completion of the second semester on probation.
- 1d. Those teachers not possessing at least a Bachelor's Degree from an accredited four-year college who have either obtained certification or have completed four (4) years in the System shall be deemed tenured. This means that, although the teacher does not actually possess tenure, the rights of tenure enumerated in the contract shall accrue to him/her.
2. During the period of any annual contract, non-tenured teachers may not be dismissed except upon just cause.
3. Any non-tenured teacher whose contract is not to be renewed shall be notified to that effect in writing at least fifteen (15) days prior to the last day of that teaching semester.
4. Notification of probation or non-renewal shall be preceded by a written notice of unsatisfactory performance given to the teacher as soon as possible, but no later than thirty (30) school days prior to the probation or non-renewal notice unless the cause for such action specifically arises after this date. This notice shall contain reasons the System has for considering the teacher unsatisfactory, and shall be interpreted to include but not be limited to the evaluation reports and notices of deficiency to that effect. The reasons cited within such a notice shall not be a matter for the grievance procedure.
- 4a. However, a non-tenured teacher who has received a non-renewal notice may request in writing a meeting with the Committee for Review to discuss his/her

case. The teacher may have an official of the Association with him/her at the meeting. This meeting shall be held within fifteen (15) days from the date that the request was received. The request must be submitted no later than ten (10) days after the non-renewal notice is received.

The determination on such review is not subject matter for the grievance procedure.

5. A teacher having tenure shall not be discharged except for reasons of serious and public immorality, and/or public rejection of official doctrine or laws of the Church, gross insubordination, incompetency, serious and/or continuous neglect of duty, violating the Standards of Ministerial Behavior and Boundaries, repeated failure to observe and abide by System or school policies and procedures, or conviction of a felony and as otherwise set forth in this Agreement. Applicable System policies shall be given to each teacher at the beginning of each school year in paper or a removable data storage device. A copy shall also be forwarded to the Association at the time it is given to the teachers. Applicable school policies shall be contained in the local faculty handbook and distributed to the teachers at the beginning of each school year. Each teacher shall acknowledge in writing the receipt of the applicable System policies and the handbook and any updates thereto. Upon dismissal, the teacher shall be presented with a written statement of the reasons for such action.
- 5a. The grievance procedure as set forth in the Labor-Management Agreement shall be suspended and shall not apply to a teacher placed on administrative leave with pay and benefits as a result of allegations of:
  - (i) a violation of the Standards of Ministerial Behavior and Boundaries;
  - (ii) engagement in activities of the type that is required to be reported under the Pennsylvania Child Protective Services Law;
  - (iii) instances where a teacher is identified by law enforcement authorities as having engaged in one or more criminal acts as set forth in the Reported Enumerated Offenses; or
  - (iv) criminal activity made against them by law enforcement authorities.

For claims concerning sexual misconduct and upon placing the teacher on administrative leave, the Superintendent of Secondary Schools or his/her designee shall meet with the Association and the teacher within a reasonable amount of time to resolve the matter. The System will receive, retain and seriously consider all evidence presented by the Association or the teacher at the meeting. The System will also present all evidence within its possession to the Association and the teacher at the meeting.

If the Superintendent of Secondary Schools decides to terminate the teacher, a written decision on the matter, together with supporting reasons, shall be given to the teacher and the Association within ten (10) school days after the meeting.

If the Association or the teacher is not satisfied with the decision of the Superintendent of Secondary Schools to terminate the teacher, the decision may be submitted to the Secretary for Catholic Education for review. The Secretary for Catholic Education shall review the Superintendent's written decision and all evidence previously received by the Superintendent of Secondary Schools. A meeting shall be held if requested by the teacher or the Association.

Within ten (10) school days, the Secretary for Catholic Education shall render a final and binding decision to uphold or overturn the decision to terminate the teacher. The decision of the Secretary for Catholic Education shall not be subject to the provisions of Article XIV of the Labor-Management Agreement.

Notwithstanding the provisions of this section, teachers determined to be guilty of a crime by civil authorities shall not have recourse to the provisions of Article XIV of the Labor-Management Agreement.

Once the investigation and/or criminal proceedings (including appeals, if any) of any such allegation(s) is/are completed, and a final determination (i.e. assignment of any discipline) has been issued by the System and/or civil authorities, the teacher shall then again have recourse to the provisions of Article XIV of the Labor-Management Agreement.

If the teacher is found to have committed sexual misconduct that resulted in any disciplinary action(s) short of termination, such disciplinary measures are subject to the provisions of the Labor-Management Agreement.

5b. If the teacher is suspended without pay and/or benefits as a result of allegations of:

- (i) a violation of the Standards of Ministerial Behavior and Boundaries;
- (ii) engagement in activities of the type that is required to be reported under the Pennsylvania Child Protective Services Law;
- (iii) instances where a teacher is identified by law enforcement authorities as having engaged in one or more criminal acts as set forth in the Reported Enumerated Offenses; or
- (iv) criminal activity made against them by law enforcement authorities,

then the terms of the grievance procedure as set forth in the Labor-Management Agreement shall apply.



- 5c. Discharge, when based upon incompetency, continuous neglect of duty or repeated failure to abide by or observe applicable System and/or school policies and procedures as defined in Article IV, Section 5, shall be preceded by three (3) written warnings over at least a ninety (90) day period. The last of the three (3) warnings must be given at least thirty (30) days before the end of the ninety (90) day period, and the other two (2) written warnings must be prior to the last and at least ten (10) days apart. Upon dismissal, the teacher shall be presented with a written statement of the reasons for such action.
6. Each newly hired teacher shall participate in the school's induction program. This program is designed to assist the newly hired teacher during his/her first year of teaching in the System.

Successful completion of the induction program is necessary to be granted tenure.

For the 2011-2012 school year, each newly hired teacher shall utilize one (1) preparation period per week as an audit period. During this period, the newly hired teacher must audit the classes of one (1) of the consenting teachers, preferably of an evaluator, a department head, a lead teacher or some other consenting member of his/her department. Absence from an audit period during the first semester shall be deemed the equivalent of absence from a teaching period. If the newly hired teacher receives a satisfactory rating on his/her first semester evaluation, he/she shall be required to audit only four (4) classes during the second semester. The newly hired teacher must submit to the Principal a written record (Exhibit E) of each class, period, and teacher audited.

Beginning with the 2012-2013 school year, each newly hired teacher shall utilize one (1) preparation period per week as an audit period. During this period, the newly hired teacher must audit the classes of one (1) of the consenting teachers, preferably of an evaluator, a department head, a lead teacher, or some other consenting member of his/her department. Absence from an audit period during the first semester shall be deemed the equivalent of absence from a teaching period. If the newly hired teacher receives a Distinguished, Proficient and/or Basic rating on his/her first semester evaluation, he/she shall be required to audit only four (4) classes during the second semester. The newly hired teacher must submit to the Principal a written record (Exhibit E) of each class, period and teacher audited.

7. The tenure policy herein stated shall not be operative to any extent to which it conflicts with the present or future regulations and requirements of the Pennsylvania Department of Public Education insofar as such regulations and requirements are, or may be, obligatory for the approval of parochial and private schools.

8. The System reserves the right to require Pennsylvania Certification for all its teachers if so required by the Commonwealth of Pennsylvania or by the demands and requirements of other legislation. The System, where possible, will provide certification programs in cooperation with the certifying institutes within the metropolitan area of Philadelphia and the Pennsylvania Department of Public Education. The System shall provide a minimum of twenty-four (24) hours of professional development annually. These hours may qualify toward the required Act 48 hours in the event a teacher has a Pennsylvania instructional certificate.
9. The System shall continue the Evaluation Process, the procedures of which shall be uniform throughout the System.

During the 2011-2012 school year, teachers will be evaluated according to the PDE Form 426 as modified.

Effective with the 2012-2013 school year, all teachers will be evaluated according to the *Danielson Framework for Teaching*. This includes the use of the *Rubrics for Enhancing Professional Practice* and the four categories of performance which are Distinguished, Proficient, Basic and Unsatisfactory.

During the 2011-2012 school year, teachers will be in-serviced in the updated *Danielson Framework for Teaching* protocol and the NETS-T.

Effective with the 2012-2013 school year, this evaluation process, *Danielson Framework for Teaching*, shall remain in effect for the term of this Agreement. All teachers are to be evaluated in their implementation of the Academic Standards established by the System and the Technology Standards for Teachers (NETS-T).

The semester evaluations of tenured teachers will be alternated between an administrator and the respective department head, provided, however, that following an unsatisfactory evaluation by an administrator, the next administrative evaluation shall be performed by a different administrator.

- The Evaluation Process shall remain in effect for the term of this Agreement.
- 9a. A tenured teacher receiving two (2) unsatisfactory evaluations over three (3) semesters shall be notified by the Principal that he/she will be evaluated for a full year by the Principal, the department head and an administrator from another school within the appropriate academic area. A Professional Improvement Plan (PIP), Exhibit L, shall be formulated with the tenured teacher under formal re-evaluation.
  - 9b. The Evaluation Advisory Committee, as defined in Article XV, Section 8, will meet at least one (1) time during each semester of any school year. The scheduling of the meeting(s) will be determined by mutual agreement between the Association and the System.

The Committee's function is to continue serious dialogue about all aspects of the Evaluation Process.

- 9c. Administrators and department heads will possess an Archdiocesan Supervisory Certificate in order to evaluate. Effective September 2007, the requirements for an Archdiocesan Supervisory Certificate shall include but not be limited to at least twelve (12) hours of in-service over a three (3) year period with at least two (2) hours of in-service in each succeeding year.

#### ***ARTICLE V – SENIORITY***

1. The two levels of seniority within the System are as follows: school seniority, based on the length of continuous service in a particular school, and system seniority, based on the length of continuous service within the System.
  - 1a. On or before October 31 of each school year, the System shall supply to the Association and shall post in the individual schools a complete listing of all full-time lay teachers in the System including those on approved leaves of absence arranged according to system seniority and school seniority.

Teachers shall have until December 15 to call attention in writing to errors or to file grievances with the local school administration concerning their positions on the seniority roster.

- 1b. On or before April 1 of each school year, the System shall supply to the Association and shall post in each school a complete listing of all full-time lay teachers in that school including those on approved leaves of absence arranged according to school seniority.

Teachers shall have until May 1 to call attention in writing to errors or file grievances with the local school administration concerning their positions on the seniority roster.

The Association shall also be supplied a listing of the subject(s) taught by each teacher.

2. The Association shall be furnished as soon as possible but no later than ten (10) school days after the first day on the job, the name, school assigned, and status of each newly hired teacher.
  - 2a. A newly hired teacher having full-time, full-year prior teaching experience in any teaching system shall receive up to five (5) years maximum credit for salary purposes only. The number of years credited shall be so noted in the teacher's letter of appointment.

- 2b. For the 2011-2012 school year, if a lay teacher who has taught in the System as a lay teacher is rehired, he/she shall return with full salary increments and system seniority previously acquired provided the teacher is rehired within four (4) school years of his/her prior service except as modified by Article I, Section 1a and Article II, Section 2. Tenure previously obtained will be restored after one (1) year of satisfactory evaluation following the non-tenured evaluation process.

For the 2012-2013 school year, if a lay teacher who has taught in the System as a lay teacher is rehired, he/she shall return with full salary increments and system seniority previously acquired provided the teacher is rehired within four (4) school years of his/her prior service except as modified by Article I, Section 1a and Article II, Section 2. Tenure previously obtained will be restored after one (1) year of Distinguished, Proficient and/or Basic evaluations following the non-tenured evaluation process.

- 2c. For the 2011-2012 school year, if an administrator who has taught in the System and who leaves the System while in administration is rehired as a lay teacher, he/she shall return with full salary increments and system seniority previously acquired provided the administrator is rehired as a lay teacher within four (4) school years of his/her prior service except as modified by Article I, Section 1a and Article II, Section 2. Tenure previously obtained will be restored after one (1) year of satisfactory evaluation following the non-tenured evaluation process.

For the 2012-2013 school year, if an administrator who has taught in the System and who leaves the System while in administration is rehired as a lay teacher, he/she shall return with full salary increments and system seniority previously acquired provided the administrator is rehired as a lay teacher within four (4) school years of his/her prior service except as modified by Article I, Section 1a and Article II, Section 2. Tenure previously obtained will be restored after one (1) year of Distinguished, Proficient and/or Basic evaluations following the non-tenured evaluation process.

3. For the 2011-2012 school year, a full-time teacher hired within the period after the opening of school but prior to February 1 shall have this partial satisfactory experience credited as a full year on subsequent contracts.

Beginning in the 2012-2013 school year, a full-time teacher hired within the period after the opening of school but prior to February 1 shall have this partial Distinguished, Proficient and/or Basic experience credited as a full year on subsequent contracts.

- 3a. A full-time teacher who begins an approved leave within ten (10) days prior to February 1 shall have this experience credited as a full year on subsequent contracts.

- 3b. For the 2011-2012 school year, a full-time teacher who returns from an approved leave in accordance with the terms of said leave within the period after the opening of school and by February 1 shall have this partial satisfactory experience credited as a full year on subsequent contracts.

Beginning in the 2012-2013 school year, a full-time teacher who returns from an approved leave in accordance with the terms of said leave within the period after the opening of school and by February 1 shall have this partial Distinguished, Proficient and/or Basic experience credited as a full year on subsequent contracts.

- 3c. For the 2011-2012 school year, a full-time teacher who leaves on an approved leave in accordance with the terms of said leave after the opening of school but prior to February 1 and who returns by February 1 shall have his/her partial satisfactory experience credited as a full year on subsequent contracts if the experiences combined total one (1) semester or more.

For the 2012-2013 school year, a full-time teacher who leaves on an approved leave in accordance with the terms of said leave after the opening of school but prior to February 1 and who returns by February 1 shall have his/her partial Distinguished, Proficient and/or Basic experience credited as a full year on subsequent contracts if the experiences combined total one (1) semester or more.

4. System or school administrators who return to the bargaining unit shall obtain full credit and benefits and school and system seniority for years of service both in their teaching and administrative capacities.

System and school administrators who were appointed on or after September 1, 1979, upon return to the bargaining unit, shall be placed on the assignment which they left, or in the absence of such assignment, an assignment mutually agreed to between the Association and the System.

System and school administrators appointed after September 1, 1982, who accepted administrative positions in buildings other than their own, upon return to the bargaining unit, shall receive the same credit for school seniority as a department head who accepts a position as a department head in a school other than his/her own.

System and school administrators appointed after September 1, 1988, who accepted administrative positions in buildings other than their own and have fifteen (15) or more years school seniority, shall retain their school seniority as well as receive credit for their years as an administrator.

System and school administrators appointed after September 1, 1994, who accept administrative positions in buildings other than their own and have ten (10) or more years school seniority, shall retain their school seniority as well as receive credit for their years as an administrator.

- 4a. A teacher who accepts a position in an agency affiliated with the System, upon return to the bargaining unit, shall obtain full credit and benefits and system seniority for years of service both in his/her teaching and agency capacities.
- 4b. If the teacher has fifteen (15) or more years school seniority, he/she shall retain school seniority as well as receive credit for the years in the agency.
- 4c. Effective September 1, 1994, a teacher with ten (10) or more years school seniority who accepts a position in an agency affiliated with the System shall retain school seniority as well as receive credit for the years in the agency.
5. A Director of School Ministry who returns to the bargaining unit shall be placed on the assignment which he/she has left or, in the absence of such assignment, an assignment mutually agreed to by the System and the Association. A Director of School Ministry not originally a member of the bargaining unit has no right to return to the unit.
- 5a. A Director of School Ministry shall obtain full credit and benefits and school and system seniority for years of service both in teaching and ministry capacities for the System.
- 5b. A Director of School Ministry who accepts a position in a school other than his/her own and has ten (10) or more years school seniority shall retain his/her school seniority as well as receive credit for his/her years as a Director of School Ministry.
- 5c. Provisions pertaining to a Director of School Ministry apply to any former members of the bargaining unit who occupy the position of Director of School Ministry at the time of promulgation.
6. Any teacher who leaves the System in order to enlist in public or charitable services, e. g. Peace Corps, AmeriCorps VISTA, etc. may return to the System without loss of system seniority previously acquired provided that application is made for re-employment within ninety (90) days of discharge from a normal tour of duty with such agency. Such enlistment shall not interrupt a school year.

The teacher shall notify the System in writing thirty (30) days prior to the date the teacher wishes to return. Upon receipt of the teacher's request, the System shall place the teacher's name on a list in order of system seniority previously acquired. Such list shall also contain names of teachers who have been laid off due to Constriction as provided in Article VII, Section 1h.

If there are no laid-off teachers as provided for in Article VII, Section 1h, then teachers requesting to return from a Public Service Leave shall be offered openings in the academic area(s) as they occur.

7. Substitutes who have become members of the bargaining unit through continuous employment, and who subsequently, while continuously employed, are appointed full-time teachers shall receive credit for seniority by counting from the first day that their continuous substitution began except as modified by Article V, Section 3 and Article I, Section 1a. All such substitutes shall be provided a copy of the Agreement by their Principal, which shall contain all provisions pertaining to them.
8. Any teacher who leaves the System in order to accompany his/her spouse on a normal tour of mandatory duty with the military may apply to the System and shall be given preference of consideration provided such application is made for re-employment within ninety (90) days of completion of such tour.

#### ***ARTICLE VI - LEAVE***

1. Each teacher shall be entitled to twelve (12) sick days with full pay during each school year.
  - 1a. The teacher shall be entitled to use any of these sick days for emergencies in the immediate family which require his/her presence.

In the event that a teacher has used the current year's sick days when an emergency in the immediate family occurs, the teacher may use additional days from accumulated sick days for this purpose. Prior notification of/or communication with the appropriate school administrator is required for the use of these additional days.
  - 1b. For the 2011-2012 school year, sick days may be accumulated indefinitely.

Beginning September 2012, sick days may be accumulated up to three hundred (300) days. In the event that a teacher has already accumulated three hundred (300) days, the teacher will retain the accumulated sick days but cannot accumulate additional days until all days over three hundred (300) have been used.
  - 1c. When absence arises from assault or injury due to personal contact with a student while acting in discharge of duties, a teacher whose application has been accepted by Workers' Compensation shall not forfeit any sick days.
  - 1d. When absence arises from a work-related injury, and the teacher has applied for and qualifies for Workers' Compensation, the teacher may, at his/her option, use one-third (1/3) sick day for each day missed. The recording of such absences shall be done in accordance with the provisions of Section 1f below.
  - 1e. In the event that a teacher is in need of sick days and has exhausted all days

available under the provisions of Sections 1 and 1a, the teacher may make application to use as many as twelve (12) sick days from the following school year's sick days. The granting of the days, as well as the number, shall be by mutual agreement between the System and the Association.

- 1f. Each teaching, service period or two (2) homeroom assignments missed by a teacher will be recorded as an absence from a work period. For every seven (7) such absences, the teacher will be charged with one (1) sick day for that school year.
- 1g. If a teacher is absent five (5) or more consecutive school days, a doctor's note must accompany the Teacher Absence Form (Exhibit B) as defined in Section 6 below.

If a teacher requests the use of sick days for his/her own illness or accident for a time period of fifteen (15) school days or more, the teacher must have his/her medical provider complete the System's medical form regarding the absence from work.

Continued medical verification of the need to be absent from work must be submitted on a quarterly basis using the System's medical form.

- 1g1. A teacher who is repeatedly absent on the day before or after a holiday may have a letter placed in the teacher's personnel file.
- 1h. Upon retirement from the System, a teacher may redeem all unused sick days up to a maximum of two hundred (200) days at the rate of fifty dollars (\$50.00) a day. For new teachers hired beginning with the 1991-1992 school year, the maximum number of unused sick days redeemable upon retirement will be one hundred (100). For new teachers hired beginning with the 1994-1995 school year, the maximum number of unused sick days redeemable upon retirement will be seventy-five (75).
- 1i. If a teacher with five (5) or more years of continuous service dies while still employed as a teacher and prior to retirement, the teacher's estate shall be paid fifty dollars (\$50.00) a day for all unused sick days up to the maximum number of redeemable days.
- 2. A teacher shall be granted two (2) personal days each year for urgent personal business which cannot be scheduled on other than school time or for a personal emergency which requires immediate attention. Personal days may be used for a honeymoon. The teacher can use one (1) of his/her sick days as an additional personal day, if necessary. Personal days not used shall become part of accumulated sick days.



A teacher who repeatedly uses a personal day before or after a holiday may have a letter placed in the teacher's personnel file.

3. Each school year the individual teacher shall be notified in writing as to the number of sick days and personal days available to him/her. This notice shall be given to him/her before September 30. Teachers shall have until October 15 to call attention in writing to any errors.
4. In the event of death in the immediate family of a teacher (parent, grandparent, spouse, child, grandchild, sister, brother, parent-in-law, or relative residing in the same household as the teacher), said teacher shall be entitled to take a leave at full pay up to three (3) school days. In those cases where extended travel is necessary, two (2) additional school days at full pay shall be granted upon request.
5. A teacher shall be entitled to one (1) day funeral leave for the death of aunts, uncles, nieces and nephews, first cousins, brothers-in-law and sisters-in-law. In those cases where extended travel is necessary, two (2) additional school days at full pay shall be granted upon request.
6. Notice of sick or personal days used shall be given on a standard form attached hereto as Exhibit B to the Principal or his/her designee twenty-four (24) hours in advance. In the event of sickness or emergencies, such notice should be given as soon as possible thereafter. The teacher shall complete the Teacher Absence Form and return it within forty-eight (48) hours of his/her return.
7. In the event a teacher desires a child bearing leave of absence in anticipation of and prior to any disability or inability to work due to her pregnancy or pregnancy-related condition, she shall notify the System in writing of her intent to take a child bearing leave of absence. The notice must contain information sufficient to verify the pregnancy including the expected date of delivery.

The notice must be given at least thirty (30) days prior to the date the teacher wishes to commence said leave except in case of emergency.

Upon receipt of the above, the System shall confirm in writing the child bearing leave of absence.

Sick days as stated in Sections 1 and 1b above may be utilized by a teacher on a child bearing leave of absence upon certification by the teacher's attending physician of the teacher's disability by reason of pregnancy or pregnancy-related condition during the period of the child bearing leave of absence.

The cost of the Medical Insurance will be borne by the System during the time of disability due to pregnancy, subject to the provisions of Article XIII, Section 1.

The child bearing leave of absence shall extend to the child's first birthday but may, at the option of the teacher, be for a shorter period of time. The teacher shall notify the System in writing at least thirty (30) days prior to the date of return. Such notification shall be accompanied by a letter from her physician stating that, in his/her opinion, she is capable of resuming her teaching duties.

When the requested date of return substantially interferes with the continuity of instruction, then the System may adjust those dates to a more suitable time. The Association shall be notified in writing concerning any adjustment of said dates. A teacher returning from such leave shall return to the same school and same department which she left without loss of system or school seniority as previously acquired. In the absence of such a position, the teacher shall return to a position mutually agreed upon by the Association and the System without loss of system or school seniority as previously acquired.

The teacher hired as a replacement shall be so notified at the time of employment.

- 7a. At least thirty (30) days prior to the child's first birthday, a teacher who was granted a child bearing leave of absence shall apply to the System in writing of her desire to be granted a child rearing leave of absence which shall not extend beyond the child's second birthday but may, at the option of the teacher, be for a shorter period of time. The System shall interview the teacher after which the System will confirm in writing the child rearing leave of absence.

The teacher shall notify the System in writing thirty (30) days prior to the date she wishes to return. Upon receipt of the teacher's request, the System shall place the teacher's name on a list in order of system seniority as previously acquired. Such list shall also contain the names of teachers who have been laid off due to Constriction as provided in Article VII, Section 1h.

If there are no laid-off teachers as provided for in Article VII, Section 1h, then teachers requesting to return from child rearing leave shall be offered openings in the appropriate academic area(s) as they occur.

The teacher returning from such leave shall return without loss of system and school seniority as previously acquired.

- 7b. In the event a teacher desires a paternity leave of absence immediately following the birth of his child, he shall notify the System in writing of his intent. The notice must contain information sufficient to verify the birth of the child.

The notice must be given at least thirty (30) days prior to the date the teacher wishes to commence said leave except in case of emergency.

Upon receipt of the above, the System shall confirm in writing the paternity leave of absence.

The paternity leave of absence shall extend to the child's first birthday but may, at the option of the teacher, be for a shorter period of time. The teacher shall notify the System in writing at least thirty (30) days prior to the date of return.

When the requested date of return substantially interferes with the continuity of instruction, then the System may adjust those dates to a more suitable time. The Association shall be notified in writing concerning any adjustment of said dates. A teacher returning from such leave shall return to the same school and same department which he left without loss of system or school seniority as previously acquired.

In the absence of such a position, the teacher shall return to a position mutually agreed upon by the Association and the System without loss of system or school seniority as previously acquired.

The teacher hired as a replacement shall be so notified at the time of employment.

- 7c. A teacher who was not granted a child bearing or paternity leave of absence may apply for a child rearing leave of absence which shall not extend beyond the child's second birthday. After careful review of the application, the System shall notify the teacher and the Association in writing as to whether or not such leave is granted and its duration.

The teacher shall notify the System in writing thirty (30) days prior to the date the teacher wishes to return. Upon receipt of the teacher's request, the System shall place the teacher's name on a list in order of system seniority as previously acquired. Such list shall also contain names of teachers who have been laid off due to Constriction as provided in Article VII, Section 1h.

If there are no laid-off teachers as provided for in Article VII, Section 1h, then teachers requesting to return from child rearing leave shall be offered openings in the appropriate academic area(s) as they occur.

The teacher returning from such leave shall return without loss of system and school seniority as previously acquired.

8. In the event that a teacher adopts a child, he/she shall apply in writing to the System at least thirty (30) days prior to adoption, except in cases of emergencies, for an adoption leave of absence which shall be for a period of one (1) year following the date of adoption but may, at the option of the teacher, be for a shorter period of time. The System shall confirm in writing the adoption leave of absence.

The teacher shall notify the System at least thirty (30) days prior to his or her date of return.

When the requested date of return substantially interferes with the continuity of instruction, the System may adjust those dates to a more suitable time. The Association shall be notified in writing concerning any adjustment of said dates.

A teacher returning from such leave shall return to the same school and same department which he/she left without loss of system and school seniority as previously acquired. In the absence of such a position, the teacher shall return to a position mutually agreed upon by the Association and the System without loss of system and school seniority as previously acquired.

The teacher hired as a replacement shall be so notified at the time of employment.

- 8a. The teacher who adopted a child shall apply in writing for an extension of the adoption leave which may be for one (1) year or a shorter period of time at the option of the teacher.

After careful review of the application, the System shall notify the teacher and the Association in writing as to whether or not such leave is granted and its duration.

The teacher shall notify the System in writing thirty (30) days prior to the date the teacher wishes to return. Upon receipt of the teacher's request, the System shall place the teacher's name on a list in order of system seniority as previously acquired. Such list shall also contain the names of teachers who have been laid off due to Constriction as provided for in Article VII, Section 1h.

If there are no laid-off teachers as provided for in Article VII, Section 1h, then teachers requesting to return from child rearing leave shall be offered openings in the appropriate academic area(s) as they occur.

The teacher returning from such leave shall return without loss of system and school seniority as previously acquired.

9. Teachers required to serve on juries, notwithstanding the demands of the teaching profession, will receive their pay from the System. The jury duty fee and verification of jury service shall be provided to the System upon the teacher's return to work.

The above will apply only in instances where the jury duty extends beyond two (2) days. Beginning on the third day, teachers shall return to the school all monies in excess of the amount received on the first day. However, teachers will be expected to work on those days when the jury is not actually in session.

- 9a. A teacher who is subpoenaed to appear as a witness in a civil or criminal case shall be granted leave with pay for each day's appearance as required by the court, provided the teacher is not a defendant in a criminal case.

10. In the event that a teacher joins the military or a reserve component, he/she shall be entitled to return to the System as soon as a position is available, without loss of seniority, providing such teacher applies for re-employment within ninety (90) days of discharge from one (1) normal tour of duty. Teachers on active military duty shall accrue seniority for the period of the leave.
- 10a. In the event a teacher is called to the military service or joins a reserve component which is called up, he/she shall be granted a leave of up to three (3) semesters or until date of discharge from one (1) normal tour of duty. A teacher who is granted such leave shall return to the System without loss of system and school seniority as previously acquired. Upon the conclusion of this leave, the teacher has the right to return to the System to the same department and school that he/she left or, in the absence of such an opening, a position mutually agreed upon by the System and the Association. The teacher hired as a replacement shall be so notified at the time of employment. The teacher on leave shall notify the System in writing thirty (30) days prior to the date the teacher wishes to return. Teachers on active military duty shall accrue seniority for the period of the leave.

Should medical and dental insurance not be provided by the military for the teacher and his/her family, the System shall provide and bear the cost of such insurance. Pension and life insurance premiums shall also be paid by the System.

- 10b. Teachers activated for military duty other than in Section 10a above, notwithstanding the demands of the teaching profession, will receive the difference between their weekly pay and the amount received while on active service as designated by law. However, teachers will be expected to work on those days when not scheduled for military duty.
11. Guidelines for sabbatical leave shall be formulated by the Sabbatical Leave Committee as defined in Article XV, Section 5, and shall be posted in all schools by February 1.
- 11a. All teachers having completed their eighth year are entitled to apply to the System for sabbatical leave. A teacher who has received a sabbatical leave may only reapply after eight (8) additional years.
- 11b. Applications for sabbatical leave shall be submitted no later than March 1. The Sabbatical Leave Committee shall review the applications and prepare a list of candidates which shall be submitted to the Secretary for Catholic Education no later than March 31.

The Secretary for Catholic Education shall select one (1) sabbatical from this list of candidates for sabbatical leave for the 2012-2013 school year.

The Secretary for Catholic Education shall select two (2) sabbaticals from this list of candidates for sabbatical leave for the 2013-2014 school year.

The Secretary for Catholic Education shall select two (2) sabbaticals from this list of candidates for sabbatical leave for the 2014-2015 school year.

The teacher(s) selected and the Association shall be so notified by April 30.

- 11c. Remuneration to the teachers who have been awarded a sabbatical leave shall be fifty percent (50%) of their annual salary if a full year of sabbatical leave is granted, or twenty-five percent (25%) of their annual salary if a half year of sabbatical leave is granted.

Remuneration to the teachers with twenty (20) or more years of service shall be seventy-five percent (75%) of their annual salary if a full year of sabbatical leave is granted, or thirty-seven and one-half percent (37 ½%) of their annual salary if a half year of sabbatical leave is granted.

All other benefits provided for in this Agreement shall likewise accrue to the teachers. However, no sick or personal days shall accumulate during the leave.

- 11d. Teachers on sabbatical leave shall accrue seniority for the period of the leave.
- 11e. Sabbatical leave shall be granted for a period of not more than one (1) year nor less than one (1) full semester.
- 11f. Upon conclusion of this leave, the teachers have the right to return to the System to the same department and school that they left or, in the absence of such openings, a position mutually agreed upon by the System and the Association.

The teachers hired as replacements shall be so notified at the time of employment.

12. Academic and curriculum leave offers an excellent opportunity for the teacher to continue his/her professional growth. Therefore, those tenured teachers desiring such leave may make application to the System with a copy to the Association at least sixty (60) days prior to the beginning of the school semester during which the requested leave is to be taken. Such application shall include the name of the academic institution, the particulars of the educational program into which the teacher seeks admission, and/or special work on curriculum materials or study to be pursued. Such leave may be granted only at the beginning of a school semester.

If, under the provisions of this leave, the needs of the teacher require part-time release from the System, then the System shall roster the individual teacher to enable him/her to pursue that approved educational goal.

After careful review of the application, the System will notify the teacher and the Association in writing as to whether or not such leave is granted and its duration.

The System has the right to verify that a teacher who has been granted an academic leave is, in fact, enrolled in a college or university for the purpose stated. The teacher must provide grade verification at the completion of the academic program for which the leave was approved.

A teacher who is granted such leave shall return to the System without loss of system and school seniority as previously acquired. Upon the conclusion of this leave, the teacher has the right to return to the System and to the same department and school that he/she left or, in the absence of such an opening, a position mutually agreed upon between the System and the Association.

The teacher hired as a replacement shall be so notified at the time of employment.

13. Teachers with ten (10) or more years of system seniority are entitled to apply to the System for an unpaid career or personal leave. Seniority will be frozen for the year. Teachers may enroll in the group benefit plans at their own expense. Upon the conclusion of this leave, the teacher has the right to return to the System and to the same department and school that he/she left or, in the absence of such an opening, to a position mutually agreed upon by the System and the Association.

Career leave may not be used to pursue a teaching, counseling or administrative position in another school or school system.

A teacher who has received a career leave may only reapply after two (2) years.

The teacher hired as a replacement shall be so notified at the time of employment.

14. **Extended Leave:** Due to unforeseen circumstances not covered by the leave clauses, a teacher may find it necessary to be placed on extended leave. The teacher requesting such leave will submit to the System in writing the reasons for the request, medical verification for each semester in cases of accident or illness, as well as the expected length of time for such leave. An extended leave may be granted up to three (3) semesters.

The System, after careful review of all pertinent information, will notify the teacher of the System's decision in regard to granting such a leave and the duration thereof.

The teacher shall notify the System in writing thirty (30) days prior to the date the teacher wishes to return.

A teacher who is granted extended leave shall return to the System without loss of system and school seniority as previously acquired. Upon the conclusion of this

leave, the teacher has the right to return to the System and to the same department and school that he/she left, except as modified by Sections 14a, 14a1 and 14a2 below. In the absence of such an opening, the teacher shall return to a position mutually agreed upon by the System and the Association.

The teacher hired as a replacement shall be so notified at the time of employment.

Teachers who are on approved extended leave due to illness or accident shall continue on the Medical Health Plan and Dental Health Plan for three (3) semesters and the Group Life Insurance Plan and Pension for one (1) year. The full cost of such premiums shall be borne by the System, subject to the provisions of Article XIII, Section 1.

In the event that it becomes necessary, due to accident or illness, a teacher may re-apply and may be granted up to an additional three (3) semesters of extended leave.

The teacher shall notify the System in writing thirty (30) days prior to the date the teacher wishes to return. Upon receipt of the teacher's request, the System shall place the teacher's name on a list in order of system seniority previously acquired. Such list shall also contain names of teachers who have been laid off due to Constriction as provided for in Article VII, Section 1h.

If there are no laid-off teachers as provided for in Article VII, Section 1h, then teachers requesting to return from extended leave shall be offered openings in the appropriate academic area(s) as they occur.

The teacher returning from such leave shall return without loss of system and school seniority as previously acquired.

Sick days as stated in Sections 1 and 1b may be utilized by a teacher on extended leave of absence provided that the illness, disability or condition for which the use of sick days is sought relates back to the initial reason for the requested leave of absence and providing further that the teacher's attending physician certifies that the teacher was or is disabled by reason of the leave-related illness or condition.

- 14a. Should a teacher's use of sick days or extended leave exceed one (1) school year, two (2) consecutive semesters or forty (40) school weeks, the System may hire a permanent teacher for that position. If this interferes with the continuity of instruction, then the System may adjust those dates to a more suitable time. The Association shall be notified in writing concerning any adjustment of said date.
- 14a1. If a teacher who has less than twenty (20) years school seniority and who is using sick days or on extended leave beyond one (1) school year, two (2) consecutive semesters or forty (40) school weeks is able to and wishes to return to the System, the teacher shall be offered an open position in the appropriate academic area(s)



or, in the absence of such a position, the teacher's name shall be placed on the Constriction List (Article VII, Section 1h). If there are no laid-off teachers, he/she shall be offered openings in the appropriate academic area(s) as they occur. The teacher returns without loss of system and school seniority as previously acquired.

- 14a2. If a teacher who has twenty (20) or more years school seniority and who is using sick days or on extended leave beyond one (1) school year, two (2) consecutive semesters or forty (40) school weeks is able to and wishes to return to the System, the teacher shall return to the same department and school that he/she left without loss of system and school seniority as previously acquired. In the absence of an opening, the person with the lowest seniority in that department would be bumped, who then in turn would bump the person with the lowest seniority in the System in the appropriate academic area(s). Should the teacher with the lowest seniority in the department be bumped at the end of the school year, the teacher's name shall be placed on the Constriction List and the provisions of Article VII and the Constriction Guidelines will be followed. In the absence of such a position, the returning teacher will be placed in a position mutually agreed upon by the System and the Association.
15. Teachers on any leave, other than career leave and leave as defined in Article III, Section 4, or using pre-approved sick days, may not be involved in gainful employment. Teachers on disability shall be governed by the rules of that program.
16. Teachers on an approved leave or using sick days for the entire school year do not accumulate additional sick or personal days for that school year.
17. Teachers who are on approved leaves—child bearing beyond the pregnancy disability, paternity, child rearing, child adoption, academic and curriculum, career or personal, extended not due to accident or illness or beyond the first three semesters—shall have the option of continuing the Medical Health, Dental, and Group Life Insurance Plans, if applicable. The full cost of the plans will be borne by the teacher except as modified by the Family and Medical Leave Act of 1993.
18. If a teacher's use of sick days for his/her own illness or accident extends ninety (90) or more school days, the teacher may be asked to submit to the same medical verification as those teachers on disability. The System will assume the cost of the medical verification.
19. Teachers hired as replacement teachers for those using sick days or on approved leaves shall have their names placed on a list and no new teacher with comparable qualifications shall be employed to fill a vacancy until the provisions of Article I, Section 1a have been fulfilled.

20. A teacher on leave shall notify the System in writing thirty (30) days prior to the date the teacher wishes to return. In cases of illness, disability, pregnancy or accident, such notification shall be accompanied by a letter from his/her physician stating that, in his/her opinion, he/she is capable of resuming his/her teaching duties.
21. When the requested date of return from a leave or the use of sick days substantially interferes with the continuity of instruction, the System may adjust that date to a more suitable time. The Association shall be notified in writing concerning any adjustment of said date.
22. The System, after careful review of all pertinent information, will notify the teacher of the System's decision in regard to granting a leave and the duration thereof.
23. A copy of all leave granting letters as defined in Article VI shall be forwarded to the Association.
24. At the end of each quarter, the Association will be provided with a list of all teachers on leaves, teachers who have retired or resigned, as well as the names of newly hired teachers. This list shall contain the teacher's name, school, status, and relevant dates. This list will reflect the status of these teachers as of the date transmitted.

#### ***ARTICLE VII - TRANSFER POLICY***

1. The System reserves the right to reduce teaching personnel to conform to any constriction in the System or individual schools. Such constriction shall be completed by the last day of the school year. In the event of any such constriction affecting lay teachers, the System agrees to inform the Association of such action and the reasons thereof, as soon as possible, but at least thirty (30) days in advance of such constriction, and will seriously consider any recommendations that the Association may make.

All transfers and lay offs shall conform to the provisions of this contract unless otherwise mutually agreed to by the Association and the System.

- 1a. In the event it becomes necessary to reduce teaching personnel to conform to any constriction in the System or any individuals school(s), such reduction of teaching personnel shall be made in the following manner:

A department cannot constrict a teacher unless there are three (3) or more sections dropped. If two (2) teachers are to be constricted, eight (8) or more sections must be dropped. If three (3) teachers are to be constricted, thirteen (13) or more sections must be dropped. If four (4) teachers are to be constricted, eighteen (18) or more sections must be dropped.

Should constriction occur in a department, any reduced roster in that department may be returned to a full roster.

The System will monitor departments constricted by local schools and, with the Association, will communicate the need for sensitivity in creation of rosters for teachers new to the school.

- 1b. No tenured teacher shall be laid off as long as a non-tenured teacher is retained in the System in any field in which the tenured teacher is qualified. Qualifications shall be determined by teaching experience and/or academic background as defined in Article VIII, Section 4.
- 1c. All teachers in the System within the affected academic field shall be laid off in the order of system seniority. System seniority shall be calculated from the first date of employment, which means the first day on the job. If the date of employment is identical between two (2) or more teachers, the date of assignment shall govern. If two (2) or more teachers have the same date of assignment, then the date of the System's interview shall be the determining factor. Conflicts in seniority listing at this point shall be resolved by random selection of drawing lots.
- 1d. Transfers shall proceed in strict order of system seniority within academic competency unless the transfer(s) must be made from a specific school(s), in which case the transfer shall proceed according to strict order of school seniority within academic competency among the faculty at the school(s) from which the teacher is to be transferred.

A teacher's major department shall be defined as the one in which he/she teaches three (3) or more classes.

- 1e. In the event of a transfer(s) from a specific school(s), teachers shall be placed in other schools according to strict order of system seniority. The teacher(s) shall be notified of and have the opportunity to select from available openings in the System within the applicable academic competency(ies). When sufficient openings are not available, the teacher(s) shall be notified of and have the opportunity to select from positions held by teachers with lower system seniority within the applicable academic competency(ies).

For rosters that have either upper-level Mathematics, Science, Technology courses or specialized courses, the teacher claiming that roster must be able to present verification of the ability to teach the complete roster, either through course work or professional experience. The System and the Association agree that competency to teach upper-level Mathematics, Science, Technology courses or specialized courses may include professional experience as might, for example, be evidenced by a subject matter degree from an accredited college or university

in that area, upper-level college credits in that area or, in the case of World Language, being a native speaker possessing a college degree. Verification will be confirmed at the time of the competency meeting held between the System and the Association. A specialized course is defined as a non-core course with active enrollment and offered in less than half of the schools.

Teachers who select a position must contact the Principal of the receiving school within one (1) week of the selection and must interview with the Principal within two (2) weeks of the selection. At the time of the interview, he/she will be made aware of and accept the school's mission, vision, instructional program and expectations. Acceptance of the assignment shall be in writing on Exhibit K, within forty-eight (48) hours, to indicate an awareness of these expectations.

Teachers shall be permitted to decline a roster not in their primary competency without penalty.

- 1f. In the event of a lay off, the System shall reimburse all laid-off teachers four (4) weeks salary by October 1.

Such laid-off teachers may continue enrollment in the medical plan at their own expense for one (1) year or until they secure a full-time job, whichever occurs first.

- 1g. Teachers who are laid off as a result of Constriction shall be offered positions normally held by long-term substitutes.

Laid-off teachers who assume substitute positions shall receive the benefits of a full-time teacher and shall be paid on the same salary scale that they were on as full-time employees. Such teachers shall be eligible to receive the foregoing benefits, provided, however, the teachers are eligible for such benefits under the terms of each of the respective benefit plans.

The laid-off teacher who selects a substitute position shall be placed on the Constriction List each year until a permanent position is selected.

- 1h. No new lay teacher with comparable qualifications shall be employed to fill a vacancy in the subject area previously staffed by a lay teacher who was laid off by the System within the previous three (3) semesters (including those laid-off teachers who have assumed long-term substitute positions as provided in Section 1g) until such time as the open position has been offered according to system seniority to a qualified lay teacher who was laid off. Once such an offer is made and refused, the recall obligation no longer exists. Method of notification will be a certified letter to the last current address.

Should a provisional teacher be laid off, he/she shall be given the opportunity to be interviewed for a provisional position before the System offers the opening to a provisional new hire.

- 1i. A teacher involuntarily transferred due to Constriction shall be given the opportunity to return to his/her previous school provided that such return does not substantially interfere with the continuity of instruction should a comparable opening for which the teacher is qualified occur by the last day of the following school year.

A teacher involuntarily transferred after Constriction due to an administrator returning to the bargaining unit, a department head being appointed from outside the school or a teacher returning from leave as described in Article III, Section 4 may be given the opportunity to return to his/her previous school should a comparable opening occur for which the teacher is qualified and the opening occurs by the last day of the following school year. The return to the school will be by mutual agreement between the Association and the System.

- 1j. A teacher transferred under this section shall retain his/her school seniority in the new assignment.

- 1k. The System will meet with the Association regarding the application of the procedures in this Article.

2. A teacher has the right to request a permanent transfer, temporary transfer or a teacher swap. Such requests shall be made in accordance with Section 2a and shall be honored as soon as the requested position becomes available, provided that the opening is within the teacher's academic competency, and provided that the teacher is otherwise qualified. Transfers shall be given on the basis of highest system seniority. The teacher shall interview at the school to which he/she is transferring. In no case shall a teacher be discriminated against for requesting a transfer. A transfer request shall not be honored during the school year except at the option of the System.

Beginning with the 2012-2013 school year, a teacher with two (2) consecutive Distinguished, Proficient and/or Basic evaluations has the right to request a permanent transfer, temporary transfer or a teacher swap. Such requests shall be made in accordance with Section 2a and shall be honored as soon as the requested position becomes available, provided that the opening is within the teacher's academic competency, and provided that the teacher is otherwise qualified. Transfers shall be given on the basis of highest system seniority. The teacher shall interview at the school to which he/she is transferring and sign Exhibit K. In no case shall a teacher be discriminated against for requesting a transfer. A transfer request shall not be honored during the school year except at the option of the System.

Upon transfer, a teacher with ten (10) or more years of school seniority will be granted his/her previously acquired school seniority in his/her new school. A teacher with fewer than ten (10) years of school seniority upon transfer will surrender his/her previously acquired school seniority.

### Teacher Swap

Each spring, a listing of teachers desiring voluntary transfers will be published. If there are two (2) teachers in the same discipline who wish to “swap” positions, they may do so after an interview by each receiving school with the proviso that the transfer would be permanent and that the school seniority of the lower teacher would apply to both in their new positions.

If both teachers have ten (10) or more years of school seniority, both will assume the lesser school seniority of the two.

### Temporary Transfer

A teacher may request a temporary (one year) transfer to a school which has an opening for a long-term substitute in the teacher’s area(s) of competency. This transfer may take place only after an interview at the receiving school. The permanent teacher would receive his/her regular salary and benefits and would maintain system and school seniority. A long-term substitute would be hired at the teacher’s home school. At the end of the year, the teacher would return to his/her home school.

- 2a. Applications for permanent transfer, temporary transfer or teacher swap must be made in writing to the System by April 1 of any school year. Such applications shall include preferred school(s) and subject area(s). Requests submitted after this date will also be given consideration, if possible, but no transfer shall be made after August 15 except at the option of the System.
- 2b. A list of all known available openings shall be sent to the Association by July 9 each year.
- 2c. A list of applicants for transfer, including a designation of the school(s) and subject area(s) requested, shall be supplied to the Association within thirty (30) days under the applicable date in Section 2a above.
- 2d. A list of all openings and all of the transfers so made, including a designation of the schools to which transferred and in what subject areas, shall be supplied to the Association by October 1 of each year.
- 2e. Any tenured teacher who has requested and received a transfer for the last school year shall not be entitled to another transfer for the next school year. Such transfer, if made, shall be at the discretion of the System.

3. The System agrees to establish guidelines for the constriction or transfer of Guidance Directors, full-time guidance counselors and Information Media Specialists (Librarians).
4. All transfers and lay offs and the procedures involved shall conform to the provisions of this contract and all appropriate Constriction Guidelines unless mutually agreed to by the Association and the System.

#### ***ARTICLE VIII - TEACHER ASSIGNMENTS***

1. No later than sixty (60) days before the end of the school year, the Teacher Preference Form (Exhibit G) shall be distributed to all teachers and returned no later than ten (10) school days thereafter.
  - 1a. The talents and professional skills and experience of the individual teacher in conjunction with the preference forms shall be the basis upon which assignments shall be honored, where possible.
  - 1b. The department head shall consider the rotation of qualified persons within an academic field in matters of assigning teachers to special, honor, vo-tech, and various track sections.
  - 1c. No later than June 1, the department head shall discuss with each member of the department his/her tentative recommendations to the Office of Academic Affairs including the subject, grade level(s), track level(s), or any special grouping. At this time, the teacher shall be informed of his/her tentative service period and homeroom assignment, if known. It must be understood that these recommendations are tentative in nature and subject to change.
  - 1d. Where preferences on the Teacher Preference Form (Exhibit G) are not assigned, the administrator and the department head at the local school shall discuss the reasons. If requested by the teacher, the department head will inform the teacher of the specific reasons the course preferences were not assigned. If requested by the teacher, the appropriate administrator shall inform the teacher of the specific reasons all other preferences were not assigned.
  - 1e. The administration is responsible for the final decision.
2. Teachers shall receive a complete roster thirty (30) days prior to the first day of school. In those schools where it is not possible to do so, the school must indicate this in writing to the System with a copy to the Association thirty (30) days prior to the first day of school.

Where applicable, a complete roster shall be defined as including:

1. Subject area, grade level, track level, any special groupings, academically talented, accelerated, honor or seminar sections and the approximate number of students in each of these classes
2. Service period assignment
3. Rostered lunch period
4. Homeroom
5. Preparation period
6. Room assignment.

In the event complete rosters, as enumerated above, are not available, teachers shall receive thirty (30) days notice of the subject area, grade level, and any other of the above information available at this time.

- 2a. Any change in a teacher's roster between the time the roster is received by the teacher and the opening of school can be done only after the teacher is informed.
3. A teacher's roster may be changed after the opening of school only for serious and compelling reasons and only after consultation with the teacher.
4. For the 2011-2012 school year, teachers shall not be assigned to teach subjects outside their field of competency, unless agreed to in writing by the teacher and the System and witnessed by a representative of the Association. Competency shall be determined as demonstrated by academic background which shall mean eighteen (18) minimum semester hours of college credit or teaching experience in the subject which shall normally mean two (2) or more years.

Beginning with the 2012-2013 school year, teachers shall not be assigned to teach subjects outside their field of competency, unless agreed to in writing by the teacher and the System and witnessed by a representative of the Association. Competency shall be determined as demonstrated by academic background which shall mean eighteen (18) minimum semester hours of college credit or teaching experience in the subject which shall normally mean three (3) or more years.

For teachers hired after September 1, 1982, academic background shall mean twenty-four (24) minimum semester hours of college credit.

If a teacher is declaring a competency, transcript documentation must be provided. If necessary, course description for competency verification must be provided.

If necessary, a teacher with fewer than the required number of credits for



competency may be employed on a provisional basis. The teacher shall not acquire competency or eligibility for tenure until the required number of credits is acquired or the provisional status is removed. The teacher shall have three (3) years to fulfill this obligation; otherwise he/she shall be terminated.

If an opening occurs in an individual school in an area in which a provisional teacher has competency, the provisional teacher shall be offered the position.

The number of academic credits needed for specific competencies will be printed on the Competency Form.

In cases such as Science, World Language, Business and Technology Education, and Health and Physical Education, there are specific competencies such as: Science (Biology, Physical Science, Physics, etc.); World Language (French, Spanish, etc.); Business and Technology Education (Academic and Business Technology).

Health and Physical Education competencies will follow state certification regulation or twenty-four (24) credits in each of Health and Physical Education or two (2) years diocesan secondary teaching experience in each of Health and Physical Education. (Effective September 1, 2012, three (3) years experience.)

#### Provisional Teachers

- 4a. Should a provisional teacher become full-time in his/her competency (three [3] or more periods in the area of competency), the provisional status will be removed from his/her record. The fact that the opening may be in the teacher's present school or another school has no relevance.

None of the provisional years of teaching in a field outside the teacher's area of competency shall be counted toward competency in that subject area.

A provisional teacher cannot be hired to fill a roster as long as an experienced teacher with competency in the major area remains unemployed.

- 4b. A constricted provisional teacher's date of hire will determine his/her eligibility to bump into his/her competency or select a position in another school.

If a constricted provisional teacher is placed in another school in the teacher's area of competency, and the teacher's original roster becomes available at the original school, the provisional status will be reinstated if the teacher returns to the original school.

A provisional teacher has three (3) years in which to acquire competency in his/her provisional area. Should a teacher be hired provisionally after the opening of school, this three (3) year period shall be extended to the end of the semester in

which he/she was hired. At the end of each school year, the teacher shall forward to the System a copy of the transcript indicating the number of credits successfully earned toward competency in the provisional area.

For the 2011-2012 school year, the six (6) teaching semesters of evaluation for tenure shall include up to three (3) teaching semesters of evaluation while the teacher held provisional status.

Beginning with the 2012-2013 school year, the six (6) teaching semesters of evaluation for tenure shall include up to three (3) teaching semesters of evaluation, designated as Distinguished, Proficient or Basic, while the teacher held provisional status.

5. Teachers may not be assigned more than three (3) consecutive teaching periods nor more than four (4) consecutive teaching and service periods combined.
6. Teachers shall not be assigned classes which require more than two (2) preparations. A preparation is defined according to difference in subject area and grade level. Every effort shall be made not to place an undue burden on the teacher by assigning multiple subject areas and grade levels. Multiple track designations shall only be assigned for serious and compelling reasons. Four (4) tracks in any subject area or grade level is two (2) preparations. Advanced Placement courses are not considered a separate preparation. However, the teaching of an Advanced Placement class is voluntary unless academic necessity demands otherwise.
7. No teacher's total teaching load may vary by more than eleven percent (11%) from the average teaching load in that school for that subject area and grade level, excluding special program classes or where the requirements of scheduling make it unavoidable. Where possible, there will be an equitable distribution regarding the number of students assigned to a teacher in an academic area. The System retains the right to determine class size.

The maximum class size in major subject areas will be thirty-one (31) with a corridor of three (3). The total teaching load will be one hundred seventy (170).

- 7a. The maximum number of students in homeroom shall not exceed thirty-five (35) students.
8. It is agreed that the above requirements may be altered only where the teacher voluntarily agrees according to the provisions of Article XVI, Sections 1 and 1a, in which case the Volunteer Form shall accompany the roster, or, in cases of grave necessity, the Principal or his/her designee shall provide the opportunity to discuss the situation with the teacher concerned.

A teacher may agree to complete a Volunteer Form at the time he/she is informed

by the administration of his/her tentative roster. If there are no changes to the roster between this time and thirty (30) days prior to the opening of school, the signed Volunteer Form shall remain in force.

The System shall forward to the Association a copy of the Volunteer Forms sent at the same time that the rosters are mailed.

Signed copies of the Volunteer Forms and the reasons therefore shall be forwarded to the Association by September 30. If no such action has been taken in the local school, the System shall notify the Association to that effect.

9. A reduced or modified teaching schedule on the local level may be offered to those lay teachers who have reached age fifty-five (55) and have twenty-five (25) years of service in the System, except as modified by Article I, Section 1b.
  - 9a. A request for consideration of a reduced or modified schedule for a teacher shall be initiated on the local level by the Senior Delegate and/or the Association no later than May 1. The decision by the System shall be made only after consultation among the various parties involved, including the teacher, the local school administration, and the Association representatives. A list of those teachers on a reduced or modified schedule shall be forwarded to the Association by September 30.
  - 9b. The provisions of Sections 9 and 9a shall be without prejudice to individual teachers.
  - 9c. The reduced or modified teaching schedule shall consist of three (3) periods, three (3) teaching or two (2) teaching and one (1) service period. The teacher shall not be assigned a homeroom.
  - 9d. Any teacher receiving a reduced roster or modified teaching schedule shall be treated as a full-time teacher in all respects except salary. The teacher shall receive one-half (1/2) of his/her annual salary. As with those teachers on sabbatical leave, teachers on a reduced or modified teaching roster will have their salary counted as full for pension purposes.
  - 9e. Any teacher desiring to return to a full-time roster may do so only by mutual agreement between the Association and the System.
10. Lay teachers who are assigned as assistants to the Assistant Principals of Academic Affairs, Student Services, Student Affairs, Student Life or Guidance Director, and, where such assignment requires work beyond the school day, shall be compensated, not necessarily in a financial manner, as mutually agreed to in writing by the teacher in consultation with the Association or its designee and the Principal in consultation with the System. Said agreement shall be in writing with a copy forwarded to the Association.

11. Any proposal made by the System for a new academic program that requires any variations, adjustments or exemptions from contract language will be addressed by both the Association and the System. In addressing these issues, the System and the Association will approach the discussions in good faith and neither will unreasonably withhold approvals for these programs. The System and the Association will work together to address specific problems as they arise.

#### ***ARTICLE IX - DUTIES AND ACTIVITIES***

1. The school year shall consist of one hundred ninety (190) days. Any orientation and in-service days are to be included within these one hundred ninety (190) days. The System reserves the right to schedule all one hundred ninety (190) days.

Effective with the 2013-2014 school year, the System shall be permitted to schedule one (1) teacher day at the local school on the Tuesday, Wednesday or Thursday prior to Labor Day of each contract year. This day shall be included in the one hundred ninety (190) days.

2. Except in emergency situations, the school day shall not exceed seven (7) hours. Every teacher shall be present from the start of the school day until the end of the teacher's school day.

Consideration should be given in time allocated for meetings after school in relation to Middle States, changes in scheduling and restructuring/merger.

- 2a. Teachers must be available for consultation with parents and/or pupils on a reasonable basis outside of class hours, but within the school day.

When a parent or pupil requests a meeting with a teacher, the teacher must make himself/herself available to meet with the parent or pupil within three (3) school days of the request. When a parent communicates with a teacher who is not immediately available, the teacher shall make every effort to return the parent's communication within two (2) school days of receipt of the parent's communication.

3. Teachers are required to post all assessment grades including quarter/semester grades, assignments with due dates, comments, if applicable, and to use necessary grading formulas of the on-line course management program(s) that is/are provided by the System.

Teachers are required to update the on-line course management information for assessments and assignments at least once every seven (7) days. The dates for transmission of quarter/semester grades are designated on the monthly calendar. All teachers are encouraged to use the additional functions of the current on-line course management program.

The System reserves the right to implement changes/improvements to any course management programs. Training will be provided for any kind of significant upgrades or if a new program is introduced.

4. On days when school is not held to allow attendance at professional meetings, teachers are required to attend these meetings. The System shall provide reasonable reimbursement for parking and lunch on these days.

A teacher who is absent or uses a personal day on an in-service day may have a letter placed in his/her personnel file.

- 4a. Local and regional in-service days shall be held within the school day. Teachers must be present from the start of the in-service to the end of the in-service. When conducted off-site, they shall be held at a reasonable distance from the school.
- 4b. Teachers are required to attend diocesan/school in-service programs within the school week, within the normal school day. Teachers must be able to return to their individual schools within one (1) hour after the close of their normal school day.

If religious activities are part of in-service days, teachers are required to attend such activities.

5. The System will continue its policy of exploring and developing innovative and forward-looking educational programs, particularly in the area of proper utilization of in-service programs.
- 5a. In-service days offer teachers excellent opportunities for professional growth, twenty-first century curriculum improvement, topics that address the particular needs of the individual schools and workshops to improve educational skills and techniques.
- 5b. There shall be up to five (5) professional development days during the school year.
- 5c. If religious activities are part of any in-service day, teachers are required by the System to attend such activities.
6. The System recognizes the importance of days of recollection and requires teachers to attend such days.

A teacher who is absent or uses a personal day on a day of recollection may have a letter placed in his/her personnel file.

7. No teacher shall be required to attend more than seven (7) professional meetings a year outside the school day. Graduation exercises are to be included in these seven (7) meetings.

7a. Faculty meetings shall not exceed ten (10) per year and shall not extend more than one (1) hour beyond the length of the normal school day.

An agenda and, if possible, printed material shall be distributed at least twenty-four (24) hours prior to the meeting.

If twenty-five percent (25%) of the faculty members indicate to the Principal in writing by their signatures their desire to place a specific topic on the agenda, the topic shall be included on the agenda of the next regularly scheduled faculty meeting, provided notice is given forty-eight (48) hours prior to the meeting. This request shall not be unreasonably denied.

These professional and faculty meetings should be published in accordance with the provisions of Section 7 of this Article.

7b. Teachers shall not be required to attend departmental meetings more than ten (10) times during the school year and such attendance shall not be required for more than one (1) hour beyond the length of the normal school day except where modified at the discretion of the department members.

An agenda and, if possible, printed material shall be distributed at least twenty-four (24) hours prior to the meeting.

If twenty-five percent (25%) of the department members indicate to the department head in writing by their signatures their desire to place a specific topic on the agenda, the topic shall be included on the agenda of the next regularly scheduled department meeting, provided notice is given forty-eight (48) hours prior to the meeting. This request shall not be unreasonably denied.

7c. A total of four (4) faculty or department meetings per academic year may extend one and one-half (1 ½) hours beyond the length of the normal school day if it includes Act 48 hours. These professional and faculty meetings should be published in accordance with the provisions of Section 7 of this Article.

8. The Superintendent for Secondary Schools is solely responsible for formulating and promulgating the yearly calendar that is to be followed in each school. A yearly calendar approved by the System for each school shall be published in September indicating System holidays, school events and meetings, especially faculty meetings, parent-teacher meetings, assessment dates and closing dates for marks. Changes to the yearly calendar and, when known, orientation and in-service days, will be published on the first day of each month.

9. When placement examinations, college boards, merit scholarship test, etc. are administered at a school, the teaching staff at that school shall be given the first opportunity to volunteer as proctors and receive the usual remuneration. They shall be chosen according to school seniority. On successive examinations, those teachers who have not yet served as proctors will be given the first opportunity according to school seniority.
10. The total teaching and service periods shall not exceed six (6) a day or thirty (30) a week plus a homeroom as defined in Section 9f. Substitutions as defined in Section 9c2 are excluded from the foregoing. The total number of teaching periods shall not exceed five (5) per day or to allow for flexibility in scheduling shall not exceed twenty-five (25) per week. Teachers who are rostered for more than twenty-five (25) teaching periods per week should have a comparable reduction in the number of service periods assigned.

Rosters for the Information Media Specialist (Librarian), Director of Guidance and full-time counselor(s) shall have their preparation, service and lunch periods defined. Any change will be by mutual agreement between the Information Media Specialist (Librarian), Director of Guidance or full-time counselor(s) and the school.

- 10a. The teaching period is one in which the teacher is actively involved in the act of teaching, either as an individual or as a member of a teaching team. This shall usually be a minimum of a forty-five (45) minute period. To allow flexibility in scheduling, the weekly total of teaching and service periods shall not exceed 1,410 minutes exclusive of homeroom and substitutions as defined in 10c3 and 10c7.
- 10a1. Good teaching requires planning and preparation. Teachers shall be in-serviced in the instructional planning framework, *Understanding by Design*, during the first semester of the 2011-2012 school year. Teachers shall be encouraged to submit and utilize unit plans/updates using the *Understanding by Design* template during the second semester of the 2011-2012 school year.

Effective with the beginning of the 2012-2013 school year, all teachers shall be required to submit and utilize unit plans/updates using the *Understanding by Design* framework. The unit plans/updates shall be submitted to the Principal and the department head at the beginning of each unit or on no less than a monthly basis.

- 10b. A service period is one in which the teacher is assigned any professional duties other than teaching. After two (2) consecutive years of cafeteria duty, a teacher shall not be involuntarily assigned to a third year except for serious and compelling reasons.

It is the policy of the System to provide adequate supervision of study halls and cafeteria ensuring that a reasonable number of staff are assigned with particular attention to periods where classes are added. The number of students per teacher in a study period or cafeteria are, under usual circumstances:

Study Period-	100 to 1
Cafeteria-	175 to 1

- 10b1. A service period scheduled outside the rostered school day shall be staffed on a voluntary basis. If a service period scheduled outside the rostered school day is less than thirty (30) minutes, it will not satisfy the rostered service period assignment under Section 10b above.
- 10c. Substitutions shall first be assigned to teachers who have been rostered to serve as substitutes during a specific period which is to be their service period. If a department head teaches four (4) classes, that department head will have one (1) of his/her department duty periods designated as a possible substitution period. The department head shall be given a substitution on his/her other department period only in case of an emergency. If a department head teaches five (5) classes, that department head will only receive a substitution on his/her department period in case of an emergency. Substitutes shall be assigned in the following sequence:
- a. Rostered Substitutes
  - b. Volunteer Substitutes
  - c. Non-teaching Assistants
  - d. Other Service Periods and Offices
  - e. Department heads according to the following:
    - First to Substitute: department heads with one (1) to three (3) members
    - Second to Substitute: department heads with four (4) to seven (7) members
    - Third to Substitute: department heads with eight (8) or more members
  - f. Preparation Periods.
- 10c1. The System will work with the individual schools to identify a pool of volunteers to serve as substitutes.
- 10c2. The System will work with the individual schools to identify non-teaching assistants available to be hired on a part-time basis. These non-teaching assistants will supplement faculty substitutes and the pool of volunteers.



The number of non-teaching assistants shall be determined by the System.

Any individual employed under this Section shall not be covered by any other terms or provisions of this Agreement.

- 10c3. If no teachers are available who have been rostered for substitutions during that period, and if there are no available volunteers or non-teaching assistants, then substitutes shall be drawn from all service periods except where this will adversely affect the efficient operation of the school. Department heads should be used as substitutes so that an undue burden is not placed on other members of the faculty.
- 10c4. If there are no personnel available under Sections 10c and 10c3 above, then only in that event may a teacher be assigned a substitution from other than a service period.
- 10c5. The rostered lunch period may not be used as a substitution period.
- 10c6. There shall be an equitable distribution of substitutions under this Section, and substitutions shall be distributed without regard to state of life.
- 10c7. Under the circumstances of Section 10c4 above, the teacher may be assigned up to eight (8) substitutions per year. Acceptance of substitutions in this circumstance beyond this number shall be subject to the procedures of Article XVI, Sections 1 and 1a.
- 10c8. Teachers will be given an additional sick day for every four (4) substitutions assigned in accordance with Section 10c4 above.
- 10d. Records of all substitutions shall be available to the Senior Delegate upon proper notice to the appropriate Assistant Principal.
- 10e. The preparation period is one during which the teacher is not assigned to a programmed responsibility. The preparation period should be utilized for professional responsibilities. The teacher may use this time for instructional preparation, evaluating students' work, planning, pre and post conferences, and parent contact. Teachers shall be rostered to at least one (1) such period per day, subject to the provisions of Article IV, Section 6. The teacher is required to be on site for this period unless it is the last period of the school day and the teacher is not assigned to a programmed responsibility.
- 10f. The normal homeroom period shall not exceed twenty-two (22) minutes. The total homeroom time per week, however distributed, is not to exceed one hundred forty (140) minutes excluding religious services. Exceptions to the total time restrictions shall be made only for necessary and compelling reasons. These shall,

where possible, be scheduled in such a way as not to cancel a regular teaching period. Homerooms shall be assigned on an equitable and rotating basis, except for necessary and compelling reasons.

If an individual school has Channel One or a similar program scheduled during homeroom, the total homeroom time per week is not to exceed one hundred forty-five (145) minutes excluding religious services. If Channel One or a similar program is discontinued, the local school will determine whether it is necessary to continue with the additional five (5) minutes of homeroom time per week.

11. There shall be a rostered duty-free lunch period of the same length as the teaching period, which is normally forty-five (45) minutes.
12. Teachers who agree to formulate and evaluate student review programs for any course to remove a failure in that course shall be compensated for this work at the rate of \$50.00 per student to a maximum of \$250.00.
13. All teachers are required to comply with Pennsylvania law and Archdiocesan policies with regard to the Standards of Ministerial Behavior and Boundaries and to undergo a (i) Pennsylvania State Police Request for Criminal Record Check and (ii) a Pennsylvania Department of Public Welfare Child Abuse History Clearance.

All teachers residing outside Pennsylvania or who have moved from outside Pennsylvania within two (2) years prior to the commencement of work are also required to undergo an F.B.I. fingerprint check.

- 13a. For teachers who have previously provided the foregoing background checks, new background checks as required above must be provided every five (5) years from the date of the last background checks.
- 13b. For teachers who have had a break in service for a year or more, new background checks as required above must be provided.
- 13c. The cost of the background checks shall be borne by the System for all teachers in the System. The teacher shall be required to complete and sign any forms necessary to complete these background checks.
- 13d. Teachers who fail to comply with these background check requirements shall be terminated immediately.
- 13e. Teachers whose reports state (i) a report of conviction for an offense identified in 24 P.S. § 1-111(e) (1)-(3), as amended; or (ii) a founded or indicated report of child abuse on the Pennsylvania Department of Public Welfare Child Abuse History Clearance Statement shall be terminated immediately.

14. Any deviation not specifically provided for in this Article shall be made subject to mutual agreement by the System and/or its designees and the Association and/or its designee.

#### ***ARTICLE X - EXTRACURRICULAR ACTIVITIES***

1. The local faculty and the Association will be notified of openings in extracurricular activities by a posting in the local schools. All eligible faculty members in the local school may apply, and they shall be given serious consideration. The Association will be notified of the results through information given to the Senior Delegate in the local school.
  - 1a. All openings for uncompensated extracurricular activities in a local school shall be posted in that school ten (10) school days after the opening of school. Teachers in the local school shall have five (5) school days to volunteer for such activities. This list of activities and volunteering moderators, when completed, shall be forwarded to the Association by the local school.
  - 1b. An uncompensated extracurricular activity or activities shall not exceed a total of forty (40) hours a year beyond the time spent in the regular school day except as modified by Article XVI, Sections 1 and 1a.
2. In the case of openings in compensated extracurricular activities which occur during the summer, these openings shall be posted on the first day of school and remain posted for ten (10) days thereafter. When the position needs to be filled immediately, however, the Association will be notified by mail of these openings which shall not be filled for twelve (12) days after the position becomes available.
3. All openings for head coaching positions in major sports shall be posted in all schools twenty (20) days prior to the filling of such positions. All interested teachers may apply. Priority of consideration shall first be given to applicants from the local school. (Priority of consideration means that they shall be interviewed.) If no one from the local school applies or is considered best qualified, then the selection process shall next turn to applicants from within the System. If no one from the System applies or is considered best qualified, only in that event shall the selection be made from outside the System.
  - 3a. All openings for Athletic Director shall be posted in all schools twenty (20) days prior to the filling of such positions. All interested teachers may apply. Qualifications, duties, and responsibilities for the position shall be posted. Priority of consideration shall be given to applicants from the local school. (Priority of consideration means that they shall be interviewed.) If no one from the local school applies or is considered best qualified, then the selection process shall next turn to applicants from within the System. If no one from the System applies or is considered best qualified, only in that event shall the selection be made from outside the System.

4. Activities Schedule: lay teachers serving in the following positions shall receive:

A. (Schools having student enrollment less than 900)		B. (Schools having student enrollment of 900 or more)	
The moderators of the following shall receive a minimum of:		The moderators of the following shall receive a minimum of:	
Moderator of Dramatics	\$1,850	Moderator of Dramatics	\$2,050
Moderator of Yearbook	\$1,850	Moderator of Yearbook	\$2,050
Moderator of Forensics	\$1,850	Moderator of Forensics	\$2,050
Moderator of Newspaper	\$1,850	Moderator of Newspaper	\$2,050
Moderator of Student Council	\$1,850	Moderator of Student Council	\$2,050
Moderator of National Honor Society	\$1,850	Moderator of National Honor Society	\$2,050
Moderator of Community Service Corps	\$1,850	Moderator of Community Service Corps	\$2,050

Effective September 1, 2012, the moderators serving in the above positions shall receive a minimum of:

A. \$1,900	B. \$2,100
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Effective September 1, 2013, the moderators serving in the above positions shall receive a minimum of:

A. \$1,975	B. \$2,175
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4a. The designated moderator of an uncompensated extracurricular activity requiring more than forty (40) hours shall be compensated at the minimum rate of \$725.

Effective September 1, 2012, the designated moderator of an uncompensated extracurricular activity requiring more than forty (40) hours shall be compensated at the minimum rate of \$750.

5. An agreement in writing between the designated moderator and the Principal must be made in advance of the assignment. A copy of said agreement shall be forwarded to the System and the Association. Prior to the start of the activity, it is

understood that the Principal and the moderator shall agree to the time schedule to be spent in such extracurricular activities.

## ***ARTICLE XI – ADVANCEMENT***

### ***DEPARTMENT HEADS***

1. All openings for department head “in the academic areas” shall be posted on a secure web site and in all schools during the 2011-2012 school year.

Beginning with the 2012-2013 school year, all openings for department head positions shall be posted on a secure web site.

All openings for department heads shall be posted no later than fifteen (15) days after it occurs and shall remain posted for ten (10) school days, after which time applications will close.

- 1a. All openings for department heads shall be submitted to the Association or its designee at the time the position is posted in accordance with Article I, Section 8b.
- 1b. Only candidates who meet the requirements may apply and every consideration will be given to the application.
2. A Department Head Review Board, as defined in Article XV, Section 6, shall conduct interviews with qualified applicants to establish who is best suited for appointment to the post of department head.
  - 2a. The department head shall be selected within twenty (20) days after the closing date for applications and he/she shall be notified of his/her appointment no later than seven (7) days thereafter.
  - 2b. A response to the System confirming his/her acceptance must be made within five (5) days of notification. Failure to respond will be considered as rejection of the offer.
  - 2c. Applicants not selected may request from the school administration an explanation of the reasons they were not appointed.
3. In cases where the Review Board considers none of the applicants qualified for the position of department head, the position may be reposted one (1) time. If this reposting fails to produce a qualified applicant, an acting department head shall be appointed as determined by the System guidelines.

In cases where there are no applicants, the position may be reposted one (1) time. If this reposting fails to produce an applicant(s) or where the Review Board

considers none of the applicants qualified for the position of department head, an acting department head shall be appointed as determined by the Office of Catholic Education guidelines.

- 3a. In the case of a department head opening that occurs during the summer after August 15, an interim department head shall be appointed to serve until the appointment is made under the provisions of Section 1 above and subject to the provisions of Section 4 below.
- 3b. A department head who is granted any leave up to one (1) year or the use of sick days up to one (1) year shall have an interim department head appointed to that position for the term of the leave or the use of sick days.
- 3c. Interim department heads or department heads appointed during the school year shall be paid the increment provided elsewhere in the Basic Contract on a pro rata basis.
4. If an opening for department head also involves a vacancy in the staff of the department, that newly appointed head may assume his/her duties and fill the vacancy not later than the end of the semester in which the selection was made. If the opening for a department head does not also involve a vacancy in the staff of that department, that newly appointed head will assume his/her duties at the end of the current school year unless the teacher selected is already a member of the teaching staff.
5. All department heads shall be exempt from constriction for their first two (2) terms. However, this does not apply to system seniority in the event of a lay off situation.

Effective September 1, 1994, teachers with ten (10) or more years of school seniority who assume department head positions in schools other than their own shall retain school seniority in their new positions.

- 5a. Terms shall be defined as follows:

Full Department Head: The term of full department head is understood to be four (4) years.

Acting Department Head: The term of acting department head is understood to be two (2) years.

- 5b. Requirements, Appointments, Duties and Responsibilities are found in the Guidelines for Department Heads.

Department head review shall be conducted at the end of the first and third years of the department head's term. In the case of an acting department head, the review shall be conducted every year.

6. A listing of all department heads in the academic areas and the date appointed shall be forwarded to the Association by November 15 of each academic year.
7. Department heads shall be assigned no more than four (4) teaching periods except where the requirements of rostering demand otherwise. In addition to attending to usual department duties, department heads are to use the additional periods so made available as well as service periods for the purpose of advising and counseling teachers in their department and especially seeking to improve the instruction of teachers, except as modified by Article III, Section 3b. Department heads are expected to exercise active involvement in the academic board meetings; be supportive in the direction of the school's academic initiatives and strategic plan; and complete all evaluation protocols.
8. Department heads shall be afforded the opportunity to interview new teachers in their departments.
9. Guidelines for Department Heads shall not be changed during the term of this Agreement except for serious and compelling reasons. In that event, the System shall consult with the Association on any proposed changes before they are promulgated.

#### ***TV DIRECTOR AND COMPUTER RESOURCE PERSON***

10. If the position of TV Director or Computer Resource Person exists and an opening occurs during the school year, it shall be posted in the local school no later than fifteen (15) days after it occurs and shall remain posted for ten (10) school days, after which time applications will close. All qualified candidates may apply and every consideration shall be given to the application.
- 10a. In the case of an opening for TV Director or Computer Resource Person which occur during the summer, this opening shall be posted on the first day of school and remain posted for ten (10) days thereafter. When the position needs to be filled immediately, however, the Association will be notified by mail of this opening which shall not be filled for twelve (12) days after the position becomes available.
- 10b. All qualified candidates may apply and every consideration shall be given to the application.
- 10c. Terms shall be defined as follows:

TV Director: The term is understood to be four (4) years.

Computer Resource Person: The term is understood to be two (2) years.

### ***ADMINISTRATIVE POSITIONS***

11. All openings for administrative positions in the local school up to and including Assistant Principals shall be posted on a secure web site and in all schools during the 2011-2012 school year. This shall not apply in those schools where a binding agreement has been made between the System and a religious community regarding specific administrative positions.

Beginning with the 2012-2013 school year, all openings for administrative positions in the local school up to and including Assistant Principals shall be posted on a secure web site. This shall not apply in those schools where a binding agreement has been made between the System and a religious community regarding specific administrative positions.

The Archbishop of Philadelphia appoints Principals. In the event that a Principalship becomes available to the total faculty, it shall be posted in all schools. Availability in each particular instance shall be determined by the Secretary for Catholic Education. Teachers who are interested in the position of Principal may submit a letter of intent to the Superintendent for Secondary Schools. An interview shall be granted within a reasonable period of time.

Qualifications, duties and responsibilities for each position shall be posted.

- 11a. If the opening occurs during the school year, then it shall be posted no later than fifteen (15) days after it occurs, and shall remain posted for ten (10) school days, after which time applications will close.
- 11b. All openings for administrative positions shall be submitted to the Association or its designee at the time the position is posted in accordance with Article I, Section 8b.
- 11c. All qualified candidates may apply and every consideration shall be given to the application.
- 11d. The administrator shall be selected within twenty (20) days after the closing date for applications and he/she shall be notified of his/her appointment no later than seven (7) days thereafter.

### ***ARTICLE XII – SALARIES***

1. Effective with the first pay of the 2011-2012 school year, teachers shall be paid in accordance with the agreed upon salary schedules (Appendix A).



Effective with the first pay of the 2012-2013 school year, teachers shall be paid in accordance with the agreed upon salary schedules (Appendix A).

Effective with the first pay of the 2013-2014 school year, teachers shall be paid in accordance with the agreed upon salary schedules (Appendix A).

- 1a. Starting salary under the Basic Scale Level I for full-time lay teachers shall be as follows:

September 2011	\$37,050
September 2012	\$37,650
September 2013	\$38,450

- 2. The categories upon which the salary scale is based are:

Basic Scale	Bachelor's Degree + 18 or with Active Certifi- cation (+\$200)	30 Graduate Hours or Masters (+\$500)	Double Master's Degree (+\$800)	Doctorate (from Uni- versity or College accredited by regional Accrediting Assoc. or Certified by Pa. Dept. of Education) (+\$1,000)
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- 2a. It is understood that if a teacher acquires additional credits which place him/her in the next column, the teacher shall receive the increase at the appropriate step and in the appropriate column.

- 3. Teachers who acquire a Master's Degree or Doctorate from a College or University accredited by a regional Accrediting Association or certified by the Pennsylvania Department of Education during the school year shall receive the appropriate increment pro-rated for the remainder of the school year.

- 4. Effective September 1, 2011, department heads shall receive \$2,425 beyond the Salary Scale.

Effective September 1, 2012, department heads shall receive \$2,500 beyond the Salary Scale.

Effective September 1, 2013, department heads shall receive \$2,575 beyond the Salary Scale.

5. Effective September 1, 2011, TV Directors shall receive \$1,450 beyond the Salary Scale.  
  
Effective September 1, 2012, TV Directors shall receive \$1,500 beyond the Salary Scale.  
  
Effective September 1, 2013, TV Directors shall receive \$1,550 beyond the Salary Scale.
- 5a. Effective September 1, 2011, Computer Resource Persons shall receive \$1,650 beyond the Salary Scale.  
  
Effective September 1, 2012, Computer Resource Persons shall receive \$1,700 beyond the Salary Scale.  
  
Effective September 1, 2013, Computer Resource Persons shall receive \$1,750 beyond the Salary Scale.
6. Salaries to the teachers will be paid every other Friday over a period of ten (10) or twelve (12) months at the option of the teacher when exercised as follows: No later than the end of the last school day in the first week of the new term, each teacher who desires to be paid on a twelve (12) month basis shall so notify his/her school. In the absence of such notification on or before said date, the teacher involved shall be automatically listed for payment on a ten (10) month basis for the school year. Salaries to the teachers will be paid every other Friday starting the second Friday after the start of school.  
  
Effective with the first pay of the 2013-2014 school year, all teachers will be paid by direct deposit.
- 6a. Teachers returning from approved leaves during the school year may opt for ten (10) or twelve (12) month salary pro-rated accordingly.
7. No later than the end of the last school day in the first week of the new term, each teacher who desires direct deposit shall notify his/her school of the financial institution(s) and account number(s) where his/her salary is to be deposited.
8. The System will pay all monies due within thirty (30) days of any termination of employment.
- 8a. A teacher may elect to defer payment for unused sick days to the beginning of the calendar year after his/her retirement.
9. If, for any cause, the teacher serves only a fractional part of the school year, the total of a teacher's compensation will be 1/190 of the actual salary for each day of service rendered.

- 9a. A reduction of 1/190 of the annual compensation stated herein will be made for each day the teacher is absent except for such absences as are permitted under this contract.

### ***ARTICLE XIII - FRINGE BENEFITS***

#### **1. MEDICAL HEALTH INSURANCE**

All full-time teachers will have the option of enrolling in the mutually agreed upon medical plans as modified below.

Effective September 1, 2011 through October 31, 2012, the System shall offer the Personal Choice 25/35/70 Plan and the Keystone 10 Plan with \$25/35 doctor co-pays without co-pays for inpatient hospital deductible and outpatient surgery deductible. There will be no change in emergency room co-pays.

Effective September 1, 2011 through October 31, 2012, the prescription drug co-pay for the Personal Choice Plan and the Keystone HMO Plan shall be \$10 generic, \$25/40 brand.

If the composite rate increases by less than twelve percent (12%) for the November 2012 renewal or less than ten percent (10%) for the November 2013 renewal, there shall be no change in the medical plans.

If the composite rate increases by twelve percent (12%) or more for the November 2012 renewal or by ten percent (10%) or more for the November 2013 renewal, the Personal Choice medical plan shall be changed in accordance with Appendix B. With this change, the Keystone HMO Health Plan shall also be changed so that the Inpatient Hospital Co-Pay, Outpatient Co-Pay, Primary Care and Specialist Co-Pays and Prescription Drug Co-Pays are the same as the Personal Choice Plan.

The System reserves the right to self-insure the medical plans or to adopt a retrospective funding arrangement for the medical plans.

In the event of any change in the manner in which the medical plans are administered, the coverage under the plans shall be equal to or better than the coverage agreed to for that plan year.

The System reserves the right to directly contract with a pharmacy benefit manager to provide prescription plan benefits with the plan design agreed upon by the System and the Association.

The System and the Association will work together to promote wellness programs provided by the medical plan providers.

Health Care Legislation: If national or state health care legislation requires any change in health insurance and related provisions set forth in the Agreement, the Agreement shall be amended to conform with governing federal and state law.

- 1a. Where the participating member of the Medical Health Plan has a spouse who is employed and covered under another group insurance program, and where said spouse is also “head of household” then individual coverage only will be supplied to the participating member.
- 1b. All teachers enrolled in the mutually agreed upon medical plans shall contribute toward the monthly premium cost.

Effective November 1, 2011, the teachers’ medical contributions will be thirteen and one-half percent (13.5%) for the Personal Choice Plan and eleven and one-half percent (11.5%) for the Keystone Health Maintenance Organization Plan.

If the composite rate increase for the November 2013 renewal exceeds fifteen percent (15%), the teachers’ medical contributions will be fourteen percent (14%) for the Personal Choice Plan and twelve percent (12%) for the Keystone Health Maintenance Organization Plan.

The Association and the System reserve the right to allocate Health & Welfare funds of up to one-half of one percent (.5%) to subsidize the employee contributions for Personal Choice coverage for two (2) or more persons if the composite rate increases by fifteen percent (15%) or more for the November 2013 renewal.

If the cost of the plan selected is higher than the Personal Choice Plan, the teachers shall also pay any difference in cost between the premium for that plan and the Personal Choice Plan.

Pre-Tax Basis: Payments by teachers toward premium costs may be made on a pre-tax basis as long as the law permits.

Deductions for medical insurance cover the plan year beginning on November 1 and ending the following October 31. New permanent teachers will not be charged medical contributions for the months of September and October.

In addition, teachers who retire or leave the System will not be entitled to a refund of contributions which they have paid for the months of September and October.

Medical contributions will be deducted from November through June for those on a ten-month payroll and November through August for those on a twelve-month payroll.

- 1c. Effective September 1, 2011 to June 30, 2012, a teacher who has twenty-five (25) or more years of service and who is between the ages of fifty-five (55) and fifty-nine and one-half (59 ½) and who is eligible for and elects to begin receiving an early retirement pension under the terms of the Archdiocese of Philadelphia Lay Employees' Retirement Plan, shall have the option at the time of his/her retirement of having the full cost of the medical insurance premium paid to a maximum of \$10,000 per year, net of the medical contribution listed in Section 1c3, up to the beginning of the month the teacher reaches age sixty-five (65) or of receiving \$5,000 per year as a supplement to his/her early retirement pension. Teachers wishing to exercise this option must notify the Office of Catholic Education in writing of their decision to retire by May 1, 2012. Their retirement date would be effective on July 1, 2012.

Effective September 1, 2011 to June 30, 2012, a teacher who has twenty-five (25) or more years of service and who is between the ages of fifty-nine and one-half (59 ½) and sixty-five (65) and who is eligible for and elects to begin receiving an early retirement pension under the terms of the Archdiocese of Philadelphia Lay Employees' Retirement Plan, shall have the option at the time of his/her retirement of having the full cost of the medical insurance premium paid to a maximum of \$10,000 per year up to the beginning of the month the teacher reaches age sixty-five (65) or of receiving \$5,000 per year as a supplement to his/her early retirement pension.

- 1c1. A teacher who notifies the System of his/her intention to retire after May 1, 2012 and who has twenty-five (25) or more years of service and who is between the ages of fifty-nine and one-half (59 ½) and sixty-five (65) and who is eligible for and elects to begin receiving an early retirement pension under the terms of the Archdiocese of Philadelphia Lay Employees' Retirement Plan, shall have the option at the time of his/her retirement of having the full cost of the medical insurance premium paid to a maximum of \$10,000 per year, up to the beginning of the month the teacher reaches age sixty-five (65) or of receiving \$5,000 per year as a supplement to his/her early retirement pension.
- 1c2. Effective September 1, 2011, a teacher who has twenty-five (25) or more years of service and who is between the ages of fifty-five (55) and sixty-five (65) and who is eligible for and elects to begin receiving a disability retirement pension under the terms of the Archdiocese of Philadelphia Lay Employees' Retirement Plan, shall have the option at the time of his/her retirement of having the full cost of the medical insurance premium paid to a maximum of \$10,000 per year net of the medical contribution listed in Section 1c3, up to the beginning of the month the teacher reaches age sixty-five (65) or of receiving \$5,000 per year as a supplement to his/her disability retirement pension.
- 1c3. A teacher who has twenty-five (25) or more years of service and who retires between the ages of fifty-five (55) and fifty-eight (58) as set forth in Article XIII, Sections 1c and 1c2 and who elects to continue coverage in the medical plan shall

be responsible for paying the monthly medical contribution set forth in Article XIII, Section 1b. The contributions will change annually based on the cost of the plan selected and the provisions of Article XIII, Section 1b. The contributions for medical coverage will end the month the teacher reaches age fifty-eight (58).

- 1c4. The payment of the \$5,000 supplement per year as set forth in Article XIII, Sections 1, 1c1, and 1c2 shall begin in the January following the teacher's retirement and shall be pro-rated in the first year of the teacher's retirement and in the last year to the month the teacher reaches normal retirement age as defined by the Archdiocese of Philadelphia Lay Employees' Retirement Plan.

The teacher shall have the option of changing his/her election of coverage one (1) time during the period in which the teacher retires and subsequently attains the normal retirement age.

- 1c5. The teacher must complete the retirement application and be approved by the Archdiocese of Philadelphia Lay Employees' Retirement Plan for an early or disability retirement pension in order to remain eligible for the provisions of Article XIII, Sections 1c, 1c1 and 1c2.

- 1d. Retired teachers who are not yet eligible for Medicare and are not covered by Article XIII, Section 1c shall have the option of continuing on the Medical Health Plan. The cost of the plan shall be borne by the teacher.

Retired teachers who are eligible for Medicare shall have the option of participating in one (1) of three (3) medical plans which are to be mutually agreed upon by the System and the Association. The cost of the plan shall be borne by the teacher.

The System and the Association have mutually agreed to offer the following medical plans to retirees who are eligible for Medicare:

Blue Cross 65 Special with Major Medical (current enrollees only)

Personal Choice 65

Keystone 65

The plan choices will remain in effect unless the plans are no longer available from the carriers or either party proposed a change to the choices offered by September 1 of each year and such proposed change is mutually agreed upon.

A retired teacher who is eligible for Medicare and whose spouse is not eligible for Medicare shall have the option of covering his/her spouse in the Medical Health Plan until said spouse is eligible for Medicare. The cost of the Plan shall be borne by the teacher.

- 1e. If a teacher, teacher's spouse or dependent would lose medical coverage for any of the following reasons, continuation coverage will be offered at the teacher's expense for the following periods of time:

Voluntary Termination of Employee	18 months
Involuntary Termination of Employee (except for gross misconduct)	18 months
Disability of Employee as determined under the Social Security Act	18 months
Dependent Child no longer qualifies as dependent under group health plan	18 months

- 1f. In the event of the death of an employee, the System will, at its expense, continue the medical insurance coverage for the surviving spouse and dependent children for a period of three (3) years from the date of the employee's death provided that the spouse is not eligible for other coverage.

2. The teachers, members of the bargaining unit, shall, without cost to themselves, continue to be entitled to the benefits of the Archdiocese of Philadelphia Lay Employees' Retirement Plan as set forth in the official pension plan. Said Pension Plan is not otherwise a subject matter of this Agreement. However, in the event that said Pension Plan is discontinued for any reason during the term of this Agreement, the Association may immediately request collective bargaining on the subject of a pension.

A representative of the Association selected from a list of two (2) nominees submitted by the Association will be appointed to the Archdiocese of Philadelphia Lay Employees' Retirement Board of Trustees.

- 2a. Each year of the Contract, the Association of Catholic Teachers may make recommendations to the Board of Trustees of the Archdiocese of Philadelphia Lay Employees' Retirement Plan. The Secretary for Catholic Education agrees to promptly transmit these recommendations to the Board for consideration, and he or she will promptly forward the Board's responses to the Association.
- 2b. Any teacher who is eligible for and elects to begin receiving an early retirement pension under the terms of the Archdiocese of Philadelphia Lay Employees' Retirement Plan will, upon request, be offered a position, subject to Article XIII, Section 2b1, as service period assistant at the last school at which he/she was employed as a teacher for not more than nineteen (19) hours per week at the rate of thirteen dollars (\$13.00) per hour. Service period assistants hired under the provisions of this Section shall be employed for no more than four (4) years after

their retirement. Any individual employed under this Section shall not be covered by any other terms or provisions of this Agreement, nor shall he/she be entitled to any other benefits provided for in this Agreement with the exception of a lunch at no cost on the days he/she works.

The retired teacher may accept a service period assistant position in another school if there is an opening.

- 2b1. Schools having 1,000 or more students shall be required to employ no more than five (5) service period assistants. Schools having under 1,000 students shall be required to employ no more than three (3) service period assistants.

New service period assistant positions shall be offered only to individuals who retired during the last school year, in order of school seniority. Notification of employment will be made by July 30 of each year.

Any openings in service period assistant positions that occur during the school year will remain open until the end of the school year.

3. A Group Life Insurance Program shall be continued by the System. This plan shall provide group life insurance for each full-time lay teacher in the amount of \$50,000. The cost of this plan shall be borne by the System.

Teachers shall have the option to purchase up to an additional \$100,000 of life insurance in increments of \$10,000 subject to all terms and conditions imposed by the carriers. The cost of the additional insurance shall be borne by the teacher.

4. The System shall provide one (1) lunch at no cost for the lay teachers on all regularly scheduled school days.
5. All staff members shall have equitable parking privileges.
- 5a. The System agrees to pay the deductible on the comprehensive portion of a teacher's motor vehicle policy if vandalism occurs at a school function as long as the vandalism on school property can be substantiated.
6. The System will provide excess automobile liability coverage applicable to teachers transporting faculty members and/or students on or as part of school activities. The Master Contract of such coverage shall be sent to the Association.
7. In order to offer the opportunity for the improvement of professional competence, the System shall set aside a fund of \$60,000 each year to assist some of the lay teachers in their pursuit of an approved educational goal which shall be relevant to a teaching position in the System.



Fifty percent (50%) of the tuition costs incurred by the teacher will be reimbursed by the Archdiocese. The maximum study grant shall be \$1,800 each year for undergraduate level courses, \$2,100 for graduate level courses taken toward a Master's Degree and \$2,400 each year for courses taken toward a Doctoral Degree. After one (1) year of satisfactory teaching with the System, a teacher will be eligible to receive this grant. Teachers who have received a study grant for two (2) consecutive years are not eligible to receive it for the following year. Regulations affecting this Section shall be subject to mutual agreement between the Association and the System.

Applications for a study grant shall be posted in all schools no later than September 15. Applications for a study grant shall be submitted no later than October 15. The teachers selected and the Association shall be so notified by November 1.

8. The System will provide a disability income plan with voluntary teacher participation providing long-term disability income benefits for sickness and accidental injury. One-half (1/2) of the cost of this program will be borne by the System and one-half (1/2) by the teacher. Any change in the plan or carrier shall be by mutual agreement of the System and the Association.

Teachers must utilize all accumulated sick days prior to disability leave. Teachers may, at their option, retain a bank of thirty (30) sick days, provided that the thirty (30) day elimination period has been met.

9. The System will continue the existing dental plan for full-time teachers. The total cost of this program will be borne by the System. Any change in the plan or carrier shall be by mutual agreement of the Association and the System and both parties have the right to be present at and will be notified in advance of any meetings with the carrier(s).
10. The System shall continue the voluntary Tax Deferred Annuity Program. The Association has the right to be present at and will be notified in advance of any meetings between the System and the carrier(s). Any changes in the carrier(s) shall be by mutual agreement of the System and the Association. There shall be a total of four (4) companies designated as Tax Deferred Annuity Companies.
- 10a. All monies shall be remitted to the companies within three (3) working days of each pay date.
11. Any full-time lay teacher who has dependent children attending the Secondary Schools of the Archdiocese of Philadelphia shall not be expected or required to pay Diocesan Registration Fees, Tuition, and School Fees for such children. Children of a teacher who dies while he/she is an employee of the System shall not be expected or required to pay Diocesan Registration Fees, Tuition and School Fees.

- 11a. Dependent children of a teacher who retires from the System shall not be expected or required to pay Diocesan Registration Fees, Tuition and School Fees.
12. Teachers on approved leaves (Article VI, Section 16) or teachers and their dependents as described in Article XIII, Section 1e who wish to remain in the group medical, dental or life insurance plans shall remit the premiums for such plans thirty (30) days in advance of the due dates.  
  
Retired teachers (Article XIII, Section 1d) and laid-off teachers (Article VII, Section 1f) who wish to remain in the group medical or dental plans shall remit the premiums for such plans thirty (30) days in advance of the due dates.
13. The System shall provide the Association utilization reports on the Medical Health Plan and the Disability Plan annually as soon as they become available. An annual meeting with representatives of each of these plans shall be held, if requested.
14. It is understood that if Unemployment Compensation is discontinued by the System for any reason, the System shall continue to follow the guidelines and shall replace the compensation program with comparable coverage.

#### ***ARTICLE XIV - GRIEVANCE PROCEDURE***

1. In the operation of any school system, honest disagreements will arise as to the most effective way to achieve good education. In most cases such disagreements are resolved through discussions which take place in an atmosphere of good will. However, there may arise problems which one or more parties believe have not been successfully resolved through informal procedures. In order to assure a vehicle for pursuing the desired goals in a further and formal way, the following grievance procedure is hereby adopted.  
  
Grievances involving general application shall be advanced to or be initiated at Section 6 (Diocesan Level) of this procedure by mutual agreement of the System and the Association.
2. A representative of the Association shall be given the opportunity to be present at all levels of the grievance procedure. The Association may initiate or appeal a grievance for any teacher or on its own behalf.
3. A teacher having a complaint may on his/her own behalf or accompanied by a representative of the Association present it to the Principal of the school or his/her designated representative within seven (7) school days after the cause of the complaint arises or could have been commonly known, or could have been known by the grievant. The parties shall make every effort to resolve it at this level.

- 3a. When the Association has a complaint, it may present it to the System within seven (7) school days after the cause of the complaint arises or could have been commonly known, or could have been known by the Association. The parties shall make every effort to resolve it at this level.
4. A grievance shall be reduced to writing using the standardized Grievance Form (Exhibit D) and presented to the school Principal within seven (7) school days of the completion of the previous step, or within seven (7) school days after the cause of the complaint arises or could have been commonly known, or could have been known by the grievant. The Principal shall answer the grievance in writing within seven (7) school days. The Principal shall forward a copy of the grievance and his/her reply to the System and the Association.
  - 4a. A grievance filed by the Association against the System shall be reduced to writing using the standardized Grievance Form (Exhibit D) and presented to the System within seven (7) school days of the completion of the previous step, or within seven (7) school days after the cause of the complaint arises or could have been commonly known, or could have been known by the grievant. The System shall answer the grievance in writing within seven (7) school days.
  - 4b. During the school year, all grievance meetings or hearings shall be scheduled so as not to interfere with the school schedule in operation unless mutually agreed to by the Association and the System. During the summer, grievance meetings or hearings shall be scheduled on any week day at a time mutually agreed to by the parties.

Within seventy-two (72) hours of the grievance being moved to the next level, the parties shall exchange dates and times for scheduling the grievance meeting or hearing so that it will occur within forty-five (45) days of the date the matter was moved to the next level. The parties may, by mutual agreement, extend the time for this meeting.

If the grievant does not attend the meeting or hearing scheduled by the System and the Association, in the absence of extenuating circumstances that would preclude attendance, the grievance shall be deemed withdrawn.

5. If the Principal's or the System's response is not satisfactory, the grievance will, within ten (10) school days of the notification, be discussed among the teacher, the Senior Delegate, the Principal, the representative(s) from the Association, and the representative(s) from the System with the purpose of resolving the grievance.

If the grievance is resolved at this level, a written resolution shall be agreed to by the Association and the System within ten (10) school days of the meeting.

6. In the event the grievance is not resolved, the teacher or the Association shall give written notice within five (5) school days to the System of intent to raise the

grievance to the next level. Thereafter, the teacher, the Association representative(s), the Principal, the Superintendent for Secondary Schools or his/her designee(s) shall meet within ten (10) school days for the purpose of resolving the grievance. The written notice must contain specific reasons why the grievance is being raised to the next level.

The determination of the Superintendent for Secondary Schools or his/her designee shall be forwarded to the System and the Association within ten (10) school days of the hearing, unless the time limit is changed by mutual agreement of the Association and the System.

7. In the event the grievance is not resolved, it may be submitted to the Diocesan Appeal Board by the grievant within ten (10) school days after the preceding steps, and the Appeal Board shall meet with the parties and decide the issue within fifteen (15) school days in accordance with this Agreement (unless the time is modified in writing by mutual agreement of the System and the Association). The written notice of appeal must contain specific reasons why the grievance is being appealed.

The person from the System who renders the decision on the Superintendent's level of the grievance procedure will not sit as a member of the Diocesan Appeal Board.

8. In the event that either the Association or the System is dissatisfied with the decision rendered by the Diocesan Appeal Board, either one shall have the right to demand arbitration of the issue except as otherwise provided in the terms of this Agreement.
9. Said party shall give written notice of its intention to arbitrate within ten (10) school days upon receipt of notification of the decision by the Diocesan Appeal Board and shall designate one (1) member of a three (3) member arbitration panel. Thereafter, the other party shall designate, within five (5) school days, its member of the arbitration panel.
10. Thereafter, the two (2) members of the arbitration panel so designated shall select, within seven (7) school days, a third member from among a list submitted by the American Arbitration Association in accordance with its Labor Arbitration Rules.
11. The arbitration panel shall meet within two (2) weeks after its selection and shall render a decision in writing within two (2) weeks after its last official hearing, unless the time limit is modified in writing by mutual agreement of the System and the Association.
12. Decisions of a majority of the arbitration panel shall be final and binding on both parties.

13. Compensation and costs for the third member of the arbitration panel shall be borne equally by the parties.
14. Failure by the System or any of its representatives to comply with any time limit specified at any step of this procedure shall automatically advance the grievance to the next step of this procedure unless modified in writing by mutual agreement of the System and the Association.
15. A matter to be arbitrable shall arise from or involve a grievance over the interpretation or application of the contract language or any alleged violation thereof. Changes in this Agreement or changes in the salary schedule are not matters subject to arbitration.

The arbitration panel shall have the jurisdiction and authority to determine whether a violation has occurred. The arbitration panel shall not have the power to alter the provisions of this Agreement in any way.

- 15a. Grievances arising in relation to a local school practice shall not be appealed beyond the Diocesan Appeal Board and the ruling of the Board shall apply only to that particular school.
- 15b. Grievances arising in relation to a System practice shall not be appealed beyond the Diocesan Appeal Board and the ruling of the Board shall apply to the System or the individual schools as deemed appropriate by the Board.
- 15c. Claims concerning sexual harassment made against an individual who is not a member of the bargaining unit, or who is a deacon, are not subject to the grievance and arbitration provisions in this Article XIV, but may, at the option of the teacher, be processed under the System's Sexual Harassment/Misconduct Policy, as promulgated by the System from time to time.

Claims concerning sexual misconduct made against an individual who is not a member of the bargaining unit are not subject to the grievance and arbitration provisions in this Article XIV, and are processed under the appropriate office of the Archdiocese of Philadelphia.

Claims concerning sexual misconduct made against a bargaining unit member shall be processed in accordance with Article XIV and Article IV, Section 5a.

16. There shall be no curtailment of teacher services, limitation of performance of assigned duties, strike nor teacher stoppage for the duration of this Agreement.

#### ***ARTICLE XV - BOARDS AND COMMITTEES***

1. The Diocesan Appeal Board shall consist of five (5) persons, two (2) of whom

shall be selected by the System and two (2) of whom shall be selected by the Association. The fifth member, the chairperson, shall be selected by mutual agreement of the System and the Association from a pool of candidates.

The System and the Association shall mutually select a chairperson(s) for one (1) year's service on the Diocesan Appeal Board, subject to renewal by mutual agreement.

If no chairperson(s) is in place at the time a grievance is pending, the System and the Association shall mutually select a chairperson from the American Arbitration Association or an equivalent arbitration/mediation service.

- 1a. Procedures and guidelines of the Diocesan Appeal Board shall be determined by mutual agreement of the System and the Association.
- 1b. No later than ten (10) school days prior to a scheduled hearing, the System and the Association shall notify each other of their respective representatives on the Diocesan Appeal Board.
2. When an opening occurs on a Diocesan Curriculum Committee, such openings shall be posted on a system-wide basis for ten (10) school days. Any interested teacher may submit his/her name to the Director of Secondary Curriculum, Instruction and Staff Development. Each applicant shall be afforded the opportunity for an interview with the Director of Secondary Curriculum, Instruction and Staff Development or his/her designee within thirty (30) days after the end of the posting period. Notification of the appointments shall be sent to all applicants and the Association.
- 2a. Lay teachers shall be adequately represented on all System curriculum and other academic committees. A list of all committees shall be sent to the Association.
3. A Faculty Coordinating Committee shall be established in each school for the purpose of improving faculty communications within the local school. The members of the Committee shall be elected by the faculty, exclusive of administration, as defined in Article I, Section 1. This Committee shall consist of at least four (4) members but no more than nine (9). The Committee shall be consultative to the Principal and shall make constructive recommendations to him/her reflecting local faculty interest and concern relative to conditions at that school. The Principal shall consider these recommendations seriously and shall within a reasonable period of time inform the local Faculty Coordinating Committee in writing as to his/her decisions and the reasons.
- 3a. These recommendations are not and cannot become matters of the grievance procedure.
4. The Committee for Review will be comprised of three (3) members, two (2)

representatives from the System or their designees and a department head from the appropriate academic area.

5. The Sabbatical Leave Committee shall be composed of five (5) members. In odd numbered years, three (3) members will be appointed by the System and two (2) members will be appointed by the Association. In even numbered years, three (3) members will be appointed by the Association and two (2) members will be appointed by the System.
6. The System shall appoint the Department Head Review Board which shall consist of one (1) representative of the System or his/her designee, the Principal of the school in which the opening occurs or his/her designee, and the Assistant Principal for Academic Affairs. The interview process will involve a member of the Curriculum Committee from the appropriate subject area. This shall normally mean that the member of the Curriculum Committee will be present at the interview(s). If the member of the Curriculum Committee is not able to be present at the interview(s), it is expected that he/she shall contact and interview the department head candidate(s) within forty-eight (48) hours of the conclusion of the formal interview(s) and relay their observations on the candidate(s) to the Principal within the next twenty-four (24) hours. The appointment of a department head shall proceed once this time period has elapsed.
7. The Teacher Stress Committee shall be composed of two (2) representatives from each of the various teacher groups and one (1) representative of the System. The Committee shall meet at least twice a year. A written report shall be forwarded to the Association.
8. The Evaluation Advisory Committee shall be composed of two (2) representatives from the Association, two (2) representatives from the System, three (3) school administrators and three (3) teachers mutually selected by the Association and the System. Notwithstanding the provisions of Article XV, Section 9, the Evaluation Advisory Committee shall be chaired by the Superintendent for Secondary Schools or his/her designee.
9. Chairpersons of contractual committees shall be selected by the committee members.

#### ***ARTICLE XVI - GENERAL TEACHING CONDITIONS***

1. The provisions of this contract are not intended to limit a teacher's rights to voluntarily accept any school activity offered to him/her.

If a teacher does not wish to volunteer for any assignment which is beyond the terms of this contract, he/she is free to do so.

In either case, the teacher's right to volunteer or not to volunteer shall be without

prejudice to his/her standing in the System and without censure from the System or the Association.

- 1a. When a teacher is requested to or volunteers to accept an assignment which is beyond the terms of this contract, he/she must be given the written request for his/her signature which need not be returned sooner than twenty-four (24) hours after receipt of said request in order to demonstrate in writing his/her willingness to voluntarily accept the assignment. (Exhibit C)

Failure to complete the Volunteer Form and return it to the school within ten (10) days of receipt implies acceptance of the roster.

2. The System shall provide storage space (lockers), teachers' lounges, and lavatory facilities.
- 2a. Individual mailboxes shall be provided for each lay teacher in each school, and mail received shall be placed in the teacher's mailbox.
3. Teacher assignments shall be made on a basis commensurate with the teacher's professional status. Service assignments shall be distributed equitably on a year by year basis among all personnel. Exceptions shall be made only for serious and compelling reasons.
4. Expenses directly related to activities for which prior approval has been obtained from the Principal shall be reimbursed at a rate and/or amount agreed to in advance.
5. In each school there shall be a telephone number which is not published to students and/or the public, but which number is available to faculty members. A telephone answering tape machine shall be attached to this phone so that it can be used outside business hours.
6. Orientation: The System shall conduct orientation meetings for teachers new to the System. Attendance and participation at the orientation is mandatory. The purpose of these meetings will be as follows: to prepare and acquaint the teachers new to the System with the functions and regulations of the various departments and committees within the System and the schools; to prepare teachers new to the System to teach more effectively and with greater knowledge in their assigned subjects or areas; to familiarize teachers new to the System with the curricula and procedures of the System; to enable the teachers new to the System to assimilate into the System in an orderly fashion; to provide a sense of confidence in the teachers new to the System by defining their role in the System; and to explain the purposes and functions of the Association. The System shall also require that orientation meetings be held in the individual schools.



- 6a. The System shall designate the Organizational Day that shall be held at the local schools. The time shall be used for activities directly related to the professional duties of the teacher. If religious activities are part of the Organizational Day, teachers are required to attend such activities.
7. Within the first week of school or within one (1) week of hiring, a lead teacher shall be assigned to all first year teachers new to the System by the Principal in consultation with the respective department head. He/she shall be selected from the same department, subject area, and grade level, when possible, as the new teacher and he/she must be a tenured teacher. A mutually acceptable time shall be established for weekly meetings to discuss classroom experience, ideas, and suggestions. This meeting shall be mandatory the first quarter and optional as the need arises for the remainder of the year.

The lead teacher shall observe the new teacher a minimum of three (3) times during the first quarter, and a minimum of two (2) times during the second quarter; a minimum of three (3) times during the third quarter, and a minimum of two (2) times during the fourth quarter. Exhibit F shall be completed at the end of each quarter. The department head shall not be assigned as a lead teacher to those teachers.

8. In the event that a student must be added or removed from a teacher's class anytime subsequent to October 15, the appropriate administrator shall provide the opportunity to discuss the situation with the teacher(s) involved at least a day in advance of such change.
9. A teacher's grade for a student shall not be changed except for serious and compelling reasons. Should circumstances indicate that a change might be necessary, the administration shall attempt reasonable means of discussing these circumstances with the teacher before making any change in the grade. If the teacher cannot be informed verbally, the teacher shall be notified in writing if the grade is changed and given the reasons for the change as soon as possible.

If a teacher's grade is changed without the consent of the teacher, the teacher's name shall not appear on the student's report card.

10. The System shall continue its policy of paying registration fees for conferences or institutes required by the System or the local school.
11. Each teacher shall receive a copy of this Agreement with its Exhibits and Appendices.

## ***ARTICLE XVII - EDUCATIONAL OBJECTIVES***

1. The System will participate as fully as possible in federal and state programs which provide services for student needs.

Where these services are not available, the System will continue to take the initiative in developing these programs.

The System will continue to inform the local school through the proper department how to avail themselves of these services.

2. The System recognizes the importance of all counseling (including personal, job counseling, college counseling, military counseling, religious counseling) and referral services within and outside the high schools. In concert with the System, the administrators of the high schools and their staffs shall initiate or increase such services both by their own direct efforts and by the support of government programs to increase such resources.

The System also recognizes that only through competent counselors can the students in our schools be benefited. The System will strive to ensure that competent counselors will be available.

3. The System will continue the policy of obtaining voluntary helpers from among the various parent and school organizations to assist the school in non-professional duties such as with library and clerical aid. Where professionally qualified volunteers are available, they shall be utilized on a nonpaying basis in areas such as reading, language, art and industrial courses. All voluntary personnel shall be under the direction of the administration.
4. The System and the Association share a deep mutual concern related to the various forms of abuse affecting the children of this community. Both organizations will cooperate with current agencies, processes and protocols dealing with these issues.
5. The System shall encourage, where feasible, a flexible daily, weekly, monthly, or semester schedule to meet the needs of those students enrolled in special programs.
6. In schools that have a Driver Education Program, teachers who are qualified will be encouraged to participate.
7. The System shall continue its policy of providing programs leading to and maintaining active certification in accordance with state law.
8. The System and the Association shall jointly sponsor an annual Political Action Seminar for juniors and seniors in the high schools for the purpose of involving the students in the political process.

9. Where the local public school district applies for and/or receives a federal grant to establish a Teacher Center whose purpose is to provide teachers with the opportunity for training and curriculum development which meets their needs and enables them to better serve their students, the System shall review and participate in the initial planning meeting for such Centers.

When the Teacher Center Grant is received, the System will again review the program. If the program is found to be appropriate by the Secretary for Catholic Education, the System shall continue its participation so that the System's teachers may benefit from the program.

The Association shall appoint from the appropriate bargaining unit the lay members of the Teacher Center Advisory Board.

### ***ARTICLE XVIII - SUBSTITUTE TEACHERS***

1. Substitute teachers who are employed for at least forty-five (45) consecutive school days to replace teachers who have been granted approved leaves of absence or who are using sick days shall be classified as long-term substitutes.

Should a teacher using sick days resume his/her teaching duties prior to the anticipated date of return, the long-term substitute shall be given two (2) weeks notice of termination. During those two (2) weeks, the long-term substitute shall be used as a per diem substitute at the long-term substitute rate in the current school or in another school.

- 1a. Such long-term substitutes shall be paid on the first step of the Basic Salary Scale.
- 1b. Long-term substitute teachers hired prior to November 1 for a full year shall have the option of participating in the Medical Health, Disability and Life Insurance Plans. One-half (1/2) the cost of the Medical Plan shall be borne by the System. The cost of the disability and life insurance plans shall be borne by the teacher.
- 1c. Long-term substitutes shall be entitled to five (5) sick days with full pay during each semester. These sick days shall not be cumulative. If the long-term substitute is hired as a full-time teacher, the sick days which have not been used shall accrue to the teacher.

Long-term substitutes shall be entitled to one (1) personal day per semester.

- 1d. Within the first week of school or within one (1) week of hiring during the school year, each long-term substitute shall be assigned a lead teacher.
- 1e. Long-term substitutes shall be evaluated according to the Evaluation Procedure.

The six (6) teaching semesters of evaluation for tenure shall include up to two (2) successive semesters of evaluation while the teacher held long-term status, provided the two (2) semesters are in the same school.

- 1f. If the substitute teacher's experience is not deemed satisfactory, the Principal shall make known in writing to the teacher his/her reasons for finding the substitute teacher unsatisfactory.
2. All other substitute teachers after becoming members of the bargaining unit, according to the provisions of Article I, Section 1, shall have the option of participating in the Medical Health Plan, provided the substitute bears the full cost of such plans.

Per diem substitute teachers shall be paid at the rate of \$95.00 per day.

3. Other contract sections pertaining to substitute teachers are:

Article I, Section 1 -- Substitutes whose continuous employment extends beyond thirty (30) school days, or whose totality of discontinuous employment during the same school year extends beyond fifty (50) school days shall automatically become members of the bargaining unit on the first day of employment. Such membership in the bargaining unit does not guarantee the substitute teacher any rights of continued employment.

Article I, Section 1a—For the 2011-2012 school year, in the event, however, the limited teaching experience of at least one (1) semester (as defined in Article XVIII, Section 1) has been satisfactory according to the Evaluation Procedure, the teacher's name shall be placed on a list. Vacancies in the appropriate subject area shall be filled by teachers selected from a pool of all available substitutes plus all other available candidates.

Beginning in the 2012-2013 school year, in the event, however, the limited teaching experience of at least one (1) semester (as defined in Article XVIII, Section 1) has been Distinguished, Proficient or Basic according to the Evaluation Procedure, the teacher's name shall be placed on a list. Vacancies in the appropriate subject area shall be filled by teachers selected from a pool of all available substitutes plus all other available candidates.

The assignment shall take place at the beginning of the second semester provided the opening occurs at least thirty (30) days before the beginning of the second semester. Otherwise, the assignment will take place at the end of the school year.

As soon as the teacher is selected, he/she shall be treated as a full-time teacher.

Article V, Section 7 -- Substitutes who have become members of the bargaining unit through continuous employment, and who subsequently, while continuously

employed, are appointed full-time teachers shall receive credit for seniority by counting from the first day that their continuous substitution began except as modified by Article V, Section 3 and Article I, Section 1a. All such substitutes shall be provided a copy of the Agreement by their Principal, which shall contain all provisions pertaining to them.

Article VI, Section 7 -- The teacher hired as a replacement shall be so notified at the time of employment.

Article VI, Section 18-- Teachers hired as replacement teachers for those using sick days or on approved leaves shall have their names placed on a list and no new teacher with comparable qualifications shall be employed to fill a vacancy until the provisions of Article I, Section 1a have been fulfilled.

### ***ARTICLE XIX – PAST PRACTICES***

The parties recognize and agree that an effective, efficient, and harmonious relationship is dependent upon a labor-management agreement that is both clear and comprehensive. To that end, each party agrees to identify in writing all past practices, agreements, and/or understandings that the party (i) in good faith believes does or could constitute a term or condition of employment but (ii) do not appear or are not addressed in this Agreement (collectively, “Past Practices”). Each party shall provide the other party a written document identifying all past practices (“Past Practice Document”) on or before December 1, 2011 which may be amended as the parties investigate the issues through June 1, 2012. The parties agree that any alleged past practice, agreement and/or understanding that is not contained in its Past Practice Document shall not be invoked, implemented or recognized during the term of this Agreement.

After exchanging their respective Past Practice Documents, the parties agree to engage in mutual discussions to change, alter, amend and/or delete any past practice(s), in a good faith effort to come to a mutual agreement on which past practices should be included in this or future collective bargaining agreements on or before February 1, 2013.

It is understood that the preparation of a Past Practice Document does not create a controversy regarding the existence or non-existence of any claimed past practice, and neither party shall file a grievance or otherwise contest the legitimacy of any past practice until a factual dispute arises in which such past practice is invoked.

### ***ARTICLE XX - SAVINGS AND SEPARABILITY CLAUSE***

1. The parties agree that any clauses which may be prohibited by, invalid under, or in contravention of any operable Federal or State law, or under which Employer or Union is required to do any act which is in contravention of any Federal or State law, shall be null and void, but, in such event, the remaining clauses shall continue in full force and effect for the term of this Agreement, and any renewal thereof.

- 1a. The parties agree, in good faith, to attempt to replace any such null and void clause with a clause that conforms with the law.

***ARTICLE XXI - TERM OF AGREEMENT***

This Agreement shall be effective for a period of three (3) years, commencing September 1, 2011 and extending through August 31, 2014.

Any modification of this Agreement can be made only by mutual written agreement between the System and the Association.

At any time subsequent to December 9, 2013, either party may give written notice of its intention to open negotiations for a new agreement.

The parties shall commence negotiations within thirty (30) days thereafter.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Association of Catholic Teachers  
Rita C. Schwartz  
President

\_\_\_\_\_  
Secondary School System  
Dr. Richard McCarron  
Secretary for Catholic Education