



THE

SPIRIT

OF

'76

The Newspaper of Local 1776
The Association of Catholic Teachers

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From the President's Desk

CONTRACT TALKS OPEN

Negotiations for a new Collective Bargaining Agreement officially began on Tuesday, March 28, 2006. The Association and the System exchanged proposals and set up several negotiating dates throughout April and May.

In its Opening Statement to the System, the Association stated that "it is good that there is a long and, for the most part, positive working relationship between the Association and the System, thirty-eight years plus. It is good that we sit at this table as equals; we are equal partners in a number of areas. It is good that we can discuss problems and explore ways to resolve them, knowing that we both must answer to our constituencies and bring back to them answers to the important questions they ask."

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SYSTEM RECEIVES UNSATISFACTORY EVALUATION

On March 31, 2006, the Association wrote to the Superintendent of Schools concerning the Evaluation Process currently in progress throughout the high schools. ACT said that three years ago, "the System gave the Association its word that the new Evaluation Process would follow the language of the Collective Bargaining Agreement. The System stated that the new Process would be done correctly and it would be 'uniform throughout the System.' The System assured the Association that the new Process would be positive and constructive."

The Association stated that the information secured from the Evaluation Surveys sent to ACT members

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CONTRACT TALKS. . .

"We both work for labor peace, even though, at times, peace seems to be elusive, as, indeed, it was, for a few weeks, three years ago."

"In regard to the process itself, there will be the usual thorny areas of salary and benefits. But, there are several other issues, as well, that need our attention. Three years ago, the System gave the Association assurances about the Evaluation Process. You said it would be done correctly, that it would be uniform, and that it would be positive and constructive. In these most significant areas, unfortunately, the System receives an overall unsatisfactory."

"You also promised to work on the Grievance Procedure so that the Superintendent's Level would, once again, provide teachers with a hearing by an impartial. That has, for the most part, not occurred."

"Win-Win, as a negotiating concept, emphasizes the need for both parties to help solve each other's problems. Even though the System is unwilling to participate in such a process, it would be helpful for both of us to try, as much as we can, to incorporate the guiding principles of Win-Win into our traditional negotiations."

"The Association is entering these negotiations with the fervent hope that a fair and just settlement can be achieved in as timely a manner as possible and with as positive an attitude as both of us can generate."

The ACT Team is presently reviewing the System's proposal in preparation for the first working session on April 27th.



EVALUATION UNSATISFACTORY. . .

"overwhelmingly confirms that the first semester evaluations of a large number of tenured and non-tenured teachers did not adhere to the contractual language."

"It is the position of the Association's Executive Board that the entire Evaluation Process for the first semester of the 2005-2006 school year is invalid."

"The Association's Executive Board is notifying the System that the Association will file a grievance against any school administration that attempts to move against a teacher, tenured or non-tenured, using that teacher's first semester evaluation."

"In addition, we ask the System to review all unsatisfactory evaluations to ensure that the process was carried out properly. If the process was flawed, we are asking that the evaluation be declared null and void and removed from the teacher's personnel file."

"Violations of the Evaluation Process must be resolved and resolved quickly. Otherwise, the evaluation currently in progress for the second semester will also be invalid."

The Association requested a meeting with the Superintendent "to discuss the violations of the Evaluation Process and how these violations are going to be resolved so that our teachers are neither harassed nor penalized in any way."

In regard to first semester evaluations, ACT urges all teachers to respond to their evaluations if there is any concern. The response should be attached to the evaluation in the personnel file.



The 2005 Association of Catholic Teachers John J. Reilly \$500.00 Scholarship Awards

Our 9th Grade Scholars

Mark Proska - Monsignor Bonner
Justin Caiazzo - Archbishop Carroll
Robert Leonhauser - Conwell-Egan
Margaret Houley - Cardinal Dougherty
Maureen Houston - John W. Hallahan
Courtney Euler - Holy Cross
Leanne Laporte - St. Hubert
Matthew Finnegan - Father Judge
Robert Lawless - Kennedy-Kenrick
Stanislaw Gawel - Lansdale Catholic (tie)
Anthony Iacono - Lansdale Catholic (tie)
Katherine Rojas - Little Flower



Michael Margavitch- Bishop McDevitt
Lana Pizzo - Sts. John Neumann
& Maria Goretti
Arkadiusz Dabrowski - Northeast Catholic
Andrew Glace - Cardinal O'Hara
Kelsey Brennan - St. Pius X
Caitlin Chambers - Archbishop Prendergast
Thomas Shattuck - Roman Catholic
Nicole Scott - Archbishop Ryan
Samantha Horoski - Bishop Shanahan
Haftom Khasai - West Catholic
Scott Diamond - Archbishop Wood

- Congratulations From ACT -

Lancer's Local

Issues or contractual items of interest to Holy Cross H. S. (Delran N.J.)

The Dean of Discipline has been reinstated at Holy Cross. The title is now Dean of Students. It remains a bargaining unit position.

Tax Information: Union Dues for the Year 2005 are \$400.

Archdiocesan High Schools

TAX INFORMATION

2005 DUES

\$400.00

Free Courses for Act 48 Credit

In partnership with Wilkes University, the Pennsylvania Department of Education, PSEA and Reading First, Learning Sciences International (LSI) provides opportunities for Pennsylvania teachers to earn Act 48 and/or graduate credits. All courses are developed in partnership with PDE and are conducted online. eMBEDDED LEARNING is designed to easily fit into your own lifestyle by allowing you to determine when and where you complete the online course components. Course activities are "embedded" into your classroom allowing you to immediately apply and reflect on new learning. Courses are **free** for Act 48 credit (fees vary for graduate credit). For more information on eMBEDDED LEARNING, visit:
<http://www.embeddedlearning.com/default.htm>

Seniority Lists Posted

(for school only)

Article V, Section 1b states "On or before April 1 of each school year, the Secondary School System shall supply to the Association and shall post in each school a complete listing of all 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."

ARTICLE VIII: TEACHER ASSIGNMENTS

1. *No later than sixty (60) days before the end of the school year, the Teacher Preference Form (Exhibit H) 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 H) 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 reasons the course preferences were not assigned. If requested by the teacher, the appropriate administrator shall inform the teacher of the reasons all other preferences were not assigned.*

Soon, you will be asked to fill out a Teacher Preference Form, one of the most important and least understood of the contract exhibits. Perhaps the confusion about "Preference" forms stems from the term, which may lead you to ignore it or not take it seriously. However, the Preference Form is a very serious document that should be taken seriously by all concerned. Let the word "preference" stand for the question: "Given the organizational culture of your department, your credentials, your professional judgment, your aptitude and your interest, how do you envision your professional and personal gifts contributing to the educational environment of your school?" This question gives the form much more educational weight and makes it much more deserving of serious consideration at the end-of-the-year rush of things than is sometimes given. The form allows you, as a professional educator, to express your desired role in your department and to determine how you can best serve the students at your school. In this way, the form becomes a statement of your professional judgment. As such, it should be taken seriously not only by the Department Head, but also by the administration at your school. It is for that reason that the contract mandates that the department head will discuss with you both your preferences and his or her recommendations. This discussion should consist of an honest sharing of the department's goals and objectives for the following year, and of your role in fulfilling those goals and objectives. Therefore, your signature attests to the mutual agreement with the department head. If for some reason, you cannot reach

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agreement with your department head, please see your Senior Delegate who can advise you of the next step in the preference form process.

This same process is followed with regard to your non-curricular preferences. You have the right to indicate your preference for homeroom assignments, service period and for any special request that you feel may help you better fulfill your function as a professional educator. The language of the contract assumes that your preference is to be honored unless there is sufficient reason not to honor it. Here again, the contract provides the vehicle to establish a dialogue with the appropriate administrator at your school to discuss your professional role in the school environment. Again, if you cannot reach agreement with the appropriate administrator, please see your Senior Delegate about your rights and your options.

Below is a copy of Exhibit H, the Teacher Preference Form. Please examine the form and, if you have any questions about the contractual process involved in filling out the form or about the form itself, please contact your Senior Delegate or call the ACT Office directly.

John Zoccola
ACT Vice President

(SCHOOL NAME TO BE INSERTED)

EXHIBIT H

Teacher Preference Form

Name: _____

Summer Address and phone # if necessary: _____

Department: _____

A) LIST PREFERENCE OF SUBJECTS YOU WOULD LIKE TO TEACH NEXT YEAR:

| Grade(s) | Course(s) | Track(s) |
|----------|-----------|----------|
| 1) _____ | | |
| 2) _____ | | |
| 3) _____ | | |

B) Indicate your preference for service period:

(SCHOOL TO INSERT LIST OF AVAILABLE SERVICE PERIODS)

C) If assigned a homeroom, what is your preference for year:

Freshman _____ Sophomore _____ Junior _____ Senior _____

D) Special Request(s):

(Teacher's Signature) _____ (Date) _____

* Please return this form to your Department Chairperson by _____

* Each teacher is advised to keep his/her copy of this form.

Chairperson's Recommendation: _____

(Chairperson's Signature) _____ (Date) _____

(Teacher's Signature) _____ (Date) _____

An Empty Chair



There are not appropriate words to describe the degree to which the community at Archbishop Prendergast misses Dan Penot. A day does not pass when his name is not mentioned fondly through a story about him or an experience one of us may have had with him.

A chair is left empty in the faculty room where he sat and drank his coffee with a few of us each morning and the members of the fifth period lunch greatly miss his forever repeated stories and his great Tastykake ritual.

Each and every day, as the warm weather approaches and the golf season begins, we have lost a member of our traditional foursome. Though never a golfer of great distance or accuracy, there was nothing quite like a round of golf with Dan Penot. From the frequent outbursts, to the throwing of the clubs, to the constant refrain of "I've got to take some lessons", Dan Penot's absence leaves an immeasurable void.

We remember Dan Penot as a fine teacher and a great friend for whom we continue to pray and miss greatly each and every day.

Sean T. O'Hara
Archbishop Prendergast



Alloua



Sablon

Celebrate

Rita, Joe, Ginny, Irene,

ACT

**General Membership
Meeting**

Tuesday

May 23, 2006

4:00 P. M.

**Holiday Inn
City Line Avenue**

Contract Negotiations

New

Business

