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Collective Bargaining Agreement

between

FEDERATION
OF
CATHOLIC TEACHERS
and
ASSOCIATION
OF
CATHOLIC SCHOOLS

September 1, 2004 - August 31, 2007

104 pages

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and
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OF
CATHOLIC SCHOOLS

September 1, 2004 - August 31, 2007

FEDERATION OF CATHOLIC TEACHERS
2153 Richmond Avenue, Suite B-101
Staten Island, NY 10314

Dear Teachers:

This contract is the fourteenth negotiated agreement dating from the earliest recognition of our Union in 1969, when our Union was called the Catholic Lay Faculty Group.

Firmly based on Catholic social justice teachings and the papal encyclicals, we, as the Federation of Catholic teachers, have continued to maintain the rights of teachers and all workers to bargain collectively and to have a vote in their workplace. Our mission is to ensure the dignity of teachers and to see that all are treated equally.

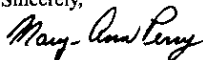
Our goal has always been to make Catholic teaching a career. If you look back, you will see that each of our negotiated contracts represents steps toward that goal. Each represents our growth in collective strength and unity as a Union.

Each contract represents improvements in our professional lives as well as in our salaries and benefits that have helped us keep up with our financial burdens. These gains have allowed us to continue to excel as Catholic educators bringing faith and wisdom to generations of children. It is through our solidarity that we have accomplished all this.

Your commitment and dedication have been a constant in a fast changing world. That will continue no matter what changes occur in our schools. By all that you do, you ensure the future of Catholic education.

Let us remain firm in our dedication to our children. Let us be true to ourselves and strong in our commitment to justice.

Sincerely,



Mary-Ann Perry
President

FEDERATION OF CATHOLIC TEACHERS

Mary-Ann Perry, *President*

Patricia Gabriel, *Vice-President*

John McEvelly, *Secretary/Treasurer*

**MEMBERS OF THE
EXECUTIVE COUNCIL**

Theresa Amarosa

Patricia Fortuna

Brian Maher

Michael McComiskey

Erika Miklus

Deane O'Donohue

Eileen Sweeney

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CONTRACT

This Agreement is entered into on the 4th day of March, 2005, effective as of September 1, 2004, by and between the FEDERATION OF CATHOLIC TEACHERS (hereinafter sometimes referred to as the "Union"), and the ASSOCIATION OF CATHOLIC SCHOOLS (hereinafter sometimes referred to as the "Association").

WITNESSETH.

WHEREAS, the Union and the Association recognize and declare that providing a quality education for the children who attend member schools is their mutual aim; and

WHEREAS, the Union recognizes the non profit nature of the Association and its member schools, that it is largely a non-tax supported school system, primarily dependent upon tuitions and free will offerings of the people and that, accordingly, it is not comparable in its funding to a tax supported system; and

WHEREAS, the total faculty consists of lay, priest and religious teachers and that, where negotiations of terms and conditions of employment for lay teachers could affect priest and religious teachers in any way, the Union acknowledges the right of the Association to consult with the priest and religious teachers and with their religious superiors; and

WHEREAS, the Union recognizes the uniqueness of the Association and its member schools in that they are Roman Catholic schools committed to providing exemplary academic education that integrates Catholic teachings and to supporting parents who have chosen Catholic education for the formation of their children in the faith; and

WHEREAS, the Employer recognizes the importance of the lay teachers employed by the member schools and covered by this Agreement as qualified educators whose contributions to the educational policies and programs are valued; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I RECOGNITION

- A. Pursuant to a certification in Case No. SEE 44654 of the New York State Labor Relations Board, the Association hereby recognizes the Union as the exclusive representative, for the purposes of collective bargaining, of all full time and regular part time lay teachers, guidance counselors and librarians employed in the member schools of the Association listed in the annexed Appendix "A", but excluding priests, religious, supervisors, employees of the Archdiocesan High Schools and all other employees.
- B. Unless otherwise indicated, the term "teacher", when used in this Agreement, shall refer to all professional employees covered by this Agreement and described above and references to one sex shall be deemed to include the opposite sex.
- C. The term "Employer" shall refer to the parish corporations and non parish schools that are members of the Association, their Pastors and Principals and officially designated representatives.
- D. The term "member school" shall include all schools that are members of the Association.
- E. The terms "Superintendent" or "Superintendent of Schools" shall refer to the Superintendent of Schools for the Archdiocese of New York or his/her duly authorized representative.

ARTICLE II STATEMENTS OF POLICY

- A. The Superintendent and the Employer have the inherent and sole right to administer the member schools of the Association.
- B. The Superintendent and the Employer reserve all rights to administer the member schools of the Association except those rights specifically yielded by the terms and conditions of this Agreement.
- C. The Superintendent and the Employer reserve all rights to implement, publish and enforce all rules, regulations, policies and procedures not in conflict with the specific terms and conditions of this Agreement.

ARTICLE III MATTERS NOT CONTAINED IN THE AGREEMENT

- A. The parties to this Agreement stipulate that all items presented for negotiations have been discussed during the negotiations leading to this Agreement, and therefore, agree that throughout

the period of time prior to reopening of negotiations as provided for hereinbelow, negotiations will not be reopened on any item whether contained herein or not, and whether discussed during negotiations or not.

- B. 1. The Association agrees to meet and discuss with the Union on a substantive change in working conditions contemplated by the Association which is a proper subject of collective bargaining and which affects all teachers in the member schools on an Association wide basis prior to the implementation of said changes.
2. Normal educational, administrative and other directives and bulletins issued by the Office of the Superintendent of Schools and other appropriate offices not in conflict with the express terms and conditions of this Agreement are specifically excluded from this Section

ARTICLE IV PAST PRACTICES

Except as specifically provided to the contrary herein, all previous agreements between a member school and the Union and/or a teacher shall be superseded by this Agreement.

ARTICLE V GRIEVANCE AND ARBITRATION

- A. It is the declared intention of the parties to make a sincere and determined effort to settle all alleged grievances on a voluntary and informal basis and the specific limitation of this Section to alleged violations of express terms or conditions of this Agreement is not intended to preclude discussion between the Union and the Association at each level on matters of mutual concern.
- B. The parties to this Agreement, both on the Employer-teacher level and on the Association-Union level, are permitted and encouraged to meet and discuss informally any alleged violation of this Agreement. At this stage of the Grievance and Arbitration procedure, where the teacher is the aggrieved party, he/she may take the matter up directly with his/her Employer or he/she may have the assistance of the Union in doing so. Should the parties be unable to resolve the alleged violation in an informal manner, the formal Grievance and Arbitration procedure described hereinunder shall be available to either party. When a teacher seeks to invoke the formal Grievance and Arbitration procedure, the teacher must submit his/her alleged

- grievance to the Union which will have the sole responsibility and discretion for processing the grievance complaint.
- C. The parties expressly agree that the statements made during the informal discussions referred to hereinabove may not be quoted by the opposing party during the formal proceedings. (This provision is not intended to preclude the use of this information *if it is obtained from other sources or on another occasion or to diminish the substantive rights of the aggrieved party*).
- D. Notwithstanding any procedures used by the parties during the informal stage referred to hereinabove, the parties agree that the formal Grievance and Arbitration procedures contained herein must be strictly adhered to by the complaining party and that any violation of these time limits shall, in and of itself, constitute good and valid grounds for the dismissal of the formal grievance complaint.
- E. Should there be an unresolved allegation of a violation of an express obligation under a term or condition of this Agreement, the complaining party shall submit to the other party a written statement describing said violation and citing the section of this Agreement, by Article Number or Title heading, which expressly contains the term or condition alleged to have been violated. The grievance will be deemed waived, and the complaining party will be barred from filing a grievance, unless said written statement is submitted to the other party within thirty calendar days after the act or condition upon which the grievance is based was known, or should have been known, to the complaining party. In no event may the grievance be submitted beyond one year after said act or condition occurred. For purposes of this provision, the Union will be deemed to know of said act or condition at such time as a grieving teacher knew or should have known of said act or condition. Where the Association is the grievant on behalf of an individual school, it will be deemed to know of said act or condition at such time as the Pastor or Principal of the grieving member school knew or should have known of said act or condition.
- F. In the event that the alleged violation is considered to be local in nature by the complaining party and does not involve two or more schools, said written statement shall be submitted to the Employer if it is a Union grievance, or to the local Union delegate or to the Grievance Chairperson if it is an Association grievance. In all other cases, the appropriate parties for the forwarding and receipt of said written statement shall be deemed to be the Superintendent of Schools as representative of the Association and the Union President.
- G. If the complaint is not satisfactorily resolved within seven days

after receipt of said written notice, the complaint shall be referred, within five days, to a Grievance Committee composed of one representative of the Association and of the Union respectively. Should an agreement satisfactory to both parties not be reached within ten days after receipt of the aforesaid notice, the complaint may be submitted to arbitration by an impartial arbitrator selected by the parties hereto.

- H. If no mutual selection of an arbitrator is obtained within ten days from the date of the submission of the grievance to arbitration, the selection of the arbitrator and the arbitration shall be conducted under the rules of the American Arbitration Association.
- I. The decision of the Arbitrator shall be final and binding upon both parties and the award of the Arbitrator may be confirmed by any court having jurisdiction thereof. The fees and costs of the arbitration shall be shared equally by the parties to this Agreement.
- J. Where a grievance has been filed and cannot be resolved prior to the end of the school year as provided for herein or is filed subsequent to the end of the school year, and which, if left unresolved, could result in serious harm to any person or party, the time limits contained herein shall be reduced and the procedures contained herein shall be expedited to the extent practicable.

ARTICLE VI ANNUAL AGREEMENT OF EMPLOYMENT

- A. To the extent practicable, an Employer who determines to hire a teacher for the first time shall provide said teacher with a copy of the contract in effect between the Union and the Association before said teacher signs the Annual Agreement of Employment attached hereto as Appendix "B-1."
- B. Where a teacher and an Employer mutually agree to renew the teacher's Annual Agreement of Employment for the following school year, the Employer shall offer said Annual Agreement of Employment on or before April 1st. The teacher shall accept such offer on or before April 15th.
- C. A teacher who is not returning to his/her teaching assignment for the following school year must notify his/her Employer in writing not later than the preceding April 15th.
- D. An Employer who determines not to renew a teacher's Annual Agreement of Employment for the following school year shall notify said teacher in writing not later than the preceding April 15th.

- E. Member schools shall forward to the Federation of Catholic Teachers on or before October 30th of each school year, the names, addresses and, upon authorization of the teachers, home phone numbers and e-mail addresses of faculty members covered by this Agreement. The Association shall use its best efforts to ensure member school compliance with this provision. In addition, member schools shall submit to the Union a supplemental list by February 1st of each school year, listing the names with the same information required above for any teachers covered by this Agreement and newly hired after the submission of the November 1st mailing.
- F. Each member school shall provide to the Union by May 1st a copy of all Annual Agreements of Employment entered into by the preceding April 15th for the following school year. Copies of any Annual Agreements of Employment entered into after April 15th and not provided to the Union by the member school by May 1st shall be provided to the Union within five days of the teacher's acceptance of the Annual Agreement of Employment.
- G. For Annual Agreements of Employment entered into as of the date of this Agreement for the school year commencing as of September 1, 2004, the member schools shall provide a list of all teachers with correct salary to the Union within thirty days of the execution of this Agreement.

ARTICLE VII TEACHING ASSIGNMENTS

- A. Teachers in a member school shall be informed of teaching positions open in said member school for the following school year on or before April 16th, where said openings are known to said member school on or before April 15th.
- B. To the extent practicable, a Principal or his/her representative shall consider a teacher's preference for a teaching assignment for the coming school year when said preference is submitted in writing between April 1st and April 30th.
- C. Except in extreme cases or due to circumstances beyond the control of the Employer, teaching assignments for the coming school year shall be provided to each teacher by July 31st.
- D. In the event a change in a teacher's teaching assignment is made as per paragraph C above, it shall be made only after the teacher has had an opportunity to discuss the proposed change with the Principal and/or his/her representative. If after such discussion a teacher requests a written statement from the principal, it shall be provided.

- E. Subject to the provisions of paragraphs C and D above, the decision of the Principal and/or his/her representative concerning annual teaching assignments of non-tenured teachers and tenured teachers with less than ten (10) years of service in the member school shall be final and binding and not subject to review or to the Grievance and Arbitration provisions of this Agreement.
- F. Subject to the provisions of C and D above, in the event that a tenured teacher with ten (10) or more years of service in the member school wishes to protest a proposed reassignment, such claim must be made in writing to the Superintendent of Schools or his/her representative. The decision of the Superintendent shall be final and binding and not subject to another review or to the Grievance and Arbitration provisions of this agreement.

ARTICLE VIII CLASSROOM EVALUATION

- A. Teachers, during their first full year of employment, shall be evaluated at least twice during the first semester and once during the second semester by the Principal or his/her representative.
- B. After a teacher's first full year of employment, each non tenured teacher shall be evaluated at least once a semester by the Principal or his/her representative. Tenured teachers shall be evaluated at the discretion of the Principal.
- C. Each evaluation shall be based on a classroom observation of a reasonable length of time following a prior discussion between the principal and his/her representative and the teacher and at least five (5) days notice of the scheduling of the observation unless a shorter period is mutually agreed upon in advance of the observation. Unless not practicable, the evaluator and the teacher shall discuss the lesson plan for the classroom evaluation *in advance of the observation*.
- D. The teacher shall receive a copy of the entire written evaluation report within ten days after each evaluation together with a notice advising the teacher of his/her right to request, within five (5) days after his/her receipt of the report, a post-evaluation conference which will be held before the teacher signs said evaluation at said meeting. Should the teacher so desire, he/she may request a second evaluation at said meeting.
- E. Consideration shall be given to the teacher's classroom program when scheduling classroom visits.

- F. 1. A Classroom Evaluation Form (Appendix "G-1") has been approved by the Union and the Association for use by all member schools commencing with the second semester of the 1989-1990 school year. The approved Classroom Evaluation Form (Appendix "G-1"), shall be used by the member school for teacher observation reports.
- F. 2. For purposes of completing the Annual Professional Performance Appraisal, member schools will use the form attached hereto as Appendix "G-2."

ARTICLE IX TEACHER PERFORMANCE FILE

- A. Effective as of February 1, 1972, a file shall be maintained in the member school where each teacher is employed containing the record of said teacher's performance in the school. A teacher's Performance File shall contain the following material:
 - 1. Formal evaluations made after February 1, 1972, of his/her teaching performance in the school where he/she is currently employed.
 - 2. A signed resume of professional accomplishments, commendations and acknowledgements.
 - 3. A summary of absences and latenesses per semester.
 - 4. A record of total accumulated sick leave.
 - 5. Memos from administrative personnel to the teacher concerning his/her employment.
- B. Letters addressed to the school from parents concerning the performance of a teacher shall not be placed in the Performance File nor shall quotes from such letters be included.
- C. A teacher shall have the right to examine his/her file upon request to the Principal and shall be permitted to have material in his/her file reproduced at his/her own expense either by the teacher or by the school Principal at the Principal's discretion.
- D. A teacher shall have the right to review, sign and/or attach a signed rebuttal to all material prior to its being placed in his/her Performance File.
- E. Should a teacher feel that material included in his/her Performance File is inaccurate and/or inappropriate and should be removed, he/she may, within five days of being notified that said material will be inserted in his/her file, file a written request with the Superintendent of Schools that said material be amended and/or removed. Should the Superintendent or his/her representative determine that the material in question is inaccurate and/or inappropriate, he/she shall direct the school to amend and/or remove said material. The decision of the

Superintendent or his/her representative concerning said request shall be final and binding and shall not be subject to review or appeal according to the provisions of Article V (Grievance and Arbitration).

- F. Should a teacher decline to sign an evaluation of his/her teaching performance within ten days after the presentation of said evaluation, the Principal may insert the evaluation in the teacher's file without further delay provided he/she includes a written statement from a witness that the evaluation has been presented to the teacher for his/her signature.

ARTICLE X PROMOTIONAL OPPORTUNITIES

- A. Teachers employed in member schools who are qualified for positions of Principal or Assistant Principal are encouraged to apply for said positions, as openings occur, by making formal application to the Superintendent of Schools.
- B. Where a member school intends to invite applications for said positions, the school shall initially review all applications on file with the Superintendent before considering other candidates. Teachers covered by this Agreement shall not be required to remit application fees more than once in any five-year period.
- C. A list of openings for which applications are invited shall be forwarded to each member school by March 15th for posting. A copy shall also be forwarded to the Union.

ARTICLE XI TENURE

- A. 1. For purposes of this Agreement tenure shall be defined as: "A guarantee given teachers that their employment shall continue so long as the service they render remains satisfactory and that the member school shall follow a predetermined procedure if there is cause for dismissal."
2. Appropriate New York State Certification shall be defined as:
- a) Elementary Level:
 - (i) For teachers employed continually in member schools or with no more than a three (3) year break in service as of April 11, 2005 - Provisional/Initial Certification or Certificate of Qualification.
 - (ii) For teachers hired after April 11, 2005 -- Current Initial or Professional Certification in any of the following areas: Early childhood (Birth-2);

Childhood (1-6); Middle childhood (5-9); Adolescence (7-12); Education and/or academic subject areas for grades 5-9 or grades 7-12 related to the teaching of NYS standards at the elementary level. Current Provisional or Permanent Certification in any of the following areas: Early childhood, elementary or secondary education and/or academic subject areas (7-12) related to the teaching of NYS standards at the elementary level.

- b) Secondary Level: Permanent or Professional Certification.
- c) The decision to grant tenure to teachers with certification in areas other than those noted above shall be within the sole discretion of the principal.

- B. A teacher employed in a member school prior to the 1970-71 school year and who had been granted tenure in said school on or before September 1, 1971, according to the provisions of Article VI (Annual Agreement of Employment) of the Collective Bargaining Agreement in effect between the Archdiocesan Association of Parish Elementary and Parish Secondary Schools and the Catholic Lay Teachers Group, Inc., from February 6, 1970 through August 31, 1971, (a copy of the appropriate provisions of said Article is attached hereto as Appendix "C") shall be deemed to be a tenured teacher.
- C. A non-tenured teacher employed in a member school shall be granted tenure effective September 1st of the school year following the completion of the following conditions:
 - 1. He/she has completed three consecutive full years of teaching experience in the same member school; and
 - 2. He/she has earned his/her Baccalaureate Degree; and
 - 3. He/she is offered reemployment in writing for the following school year in the same member school and he/she accepts said offer according to the provisions of Article VI (Annual Agreement of Employment) above.
- D. 1. A tenured teacher in a member school who was granted tenure according to the provisions of this Article, and who does not possess the appropriate New York State Certification, shall retain his/her tenured status on a year-to-year basis until he/she gains said certification provided he/she has earned at least six credits each school year thereafter toward said certification.
- 2. Failure to earn said six credits for each school year shall cause a tenured teacher to be employed as a non-tenured teacher for the following school year and for each school year thereafter until the teacher has earned the total cumulative credits required herein or until the teacher has earned his/her appropriate certification, whichever occurs first, except that where a

teacher is prevented from gaining said six credits in a year due to serious illness or other compelling reason, and requests a waiver in writing, he/she shall be entitled to such waiver twice, provided he/she submits proper documentation in support of his/her request to his/her Principal.

3. Should a teacher wish to request a waiver from this requirement other than as provided for immediately above, he/she may do so in writing to the Superintendent. The Superintendent shall be under no obligation to grant such waiver.
 4. A teacher who does not possess the appropriate certification and who has been continuously employed in the same member school since February 6, 1970, and who has been granted tenure according to the provisions of Appendix "C", will not be required to earn said six credits every year toward certification nor will he/she be required to gain said certification in order to retain his/her tenured status provided he/she had completed ten or more consecutive full years of teaching experience in the same member school by September 1, 1970.
 5. For purposes of this Section, the school year shall extend from September 1st through August 31st.
- E. A teacher who would otherwise be eligible for tenure as of September 1, 1973, or thereafter, but whose status reverts to that of a non-tenured teacher according to the provisions of Section "D" above, shall be granted tenure effective September 1st of the school year following:
1. The satisfactory completion of the tenure requirements contained hereinabove; and
 2. The receipt of a written offer of reemployment for the following school year in the same member school according to the provisions of Article VI (Annual Agreement of Employment) above; and
 3. The teacher's acceptance of said written offer of reemployment according to the provisions of Article VI (Annual Agreement of Employment) above.
- F. A teacher who will otherwise be eligible for tenure but whose status has reverted to that of a non-tenured teacher, as provided for above in Section "D.2." hereinabove, and who gains said credits or is granted the appropriate New York State Certification before September 1st but after having been offered and having accepted employment as a non-tenured teacher, shall be deemed to be a tenured teacher for the school year following the gaining of said credits or certification, provided said teacher gave written notice to his/her Employer prior to the time that he/she would earn said credits or said certification on or before the following September 1st.

- G. Tenure, as referred to in this Agreement, refers specifically to tenure at a member school and not to tenure throughout the member schools of the Association.
- H. 1. Unless otherwise mutually agreed upon, a tenured teacher who is offered employment in a member school other than the school at which he/she was granted tenure, and who accepts said offer, shall be employed as a non-tenured teacher.
- 2. Notwithstanding any other provision of this Agreement, said teacher shall be granted tenure effective September 1st of his/her second consecutive full year of teaching in the school other than the one where he/she was originally granted tenure provided:
 - a) He/she has completed all of the course work and/or certification requirements for gaining tenure as contained herein-above; and
 - b) He/she is offered reemployment in writing for the second consecutive full year in the same member school and he/she accepts said offer according to the provisions of Article VI (Annual Agreement of Employment) above.

ARTICLE XII
TERMINATION AND NON-RENEWAL OF
EMPLOYMENT OF NON-TENURED TEACHERS

- A. A non-tenured teacher may be terminated during the school year at the discretion of his/her Employer within the first ninety school days of his/her employment.
- B. 1. Notwithstanding any other provision of this Agreement except as set forth at sub-paragraph 2 below, a non-tenured teacher who has been employed for more than ninety school days may be terminated during the school year at the discretion of his/her Employer. Said termination shall be effective forty-five days after the receipt of the Employer's notice or shall be effective immediately with the teacher being paid forty-five days' pay, in lieu of said notice, at the discretion of the Principal.
- 2. Teachers who accept non-tenured positions in accordance with the provisions of Article XXIV F. of this Agreement shall be entitled to the benefit of sub-paragraph 1 above. They shall further be entitled to receive no less than thirty days of notice of termination if terminated during the first ninety school days or, in lieu thereof, to be paid thirty days pay. The decision to provide notice or pay shall be at the discretion of the principal.
- C. The Employer may immediately terminate the employment of a non-tenured teacher for cause.
- D. Where a non-tenured teacher who has been employed for more

than ninety school days is terminated according to Provisions "B." and "C." above, he/she shall be told that he/she may request and shall be given, upon request, a written statement of the reason(s) for said termination.

- E. Upon request, a teacher shall be given an oral reason why his/her contract of employment is not being renewed for a second year. The teacher shall be told that he/she may request and shall be given, upon request, a written statement of the reason why his/her contract of employment is not being renewed for a second year. Where a non-tenured teacher's contract of employment is not being renewed and the teacher is in the process of completing his/her second consecutive full year of teaching in the same member school, said reason shall be given to the teacher in writing. The decision of the Employer not to renew the employment of a teacher covered by this Section and the reason(s) for said non-renewal is not subject to review or appeal.
- F. A teacher who is in the process of completing three or more years of consecutive full-time teaching experience in the same member school, but who has not been granted tenure or who has reverted to non-tenured status, and who is not offered reemployment shall be entitled to a written statement of the reason for not being offered said reemployment. Further, upon the written request of the Union, the decision of the Employer not to renew said teacher's employment shall be subject to review by the Superintendent or his/her representative as to both the merits and the accuracy of the reason(s) cited. The decision of the Superintendent shall be final and binding.
- G. The decision to terminate or not to renew the employment of a non-tenured teacher under the provisions of this Article is not subject to the Grievance and Arbitration provision of this Agreement, except that where a member school immediately terminates a non-tenured teacher for cause according to Section "C." above, the Union may proceed under the Grievance and Arbitration Article to contest the termination, but only as to the question of whether or not the teacher was entitled to forty five days notice or pay.
- H. To the extent practicable, written material intended to be used against a teacher in a hearing before an arbitrator as provided for in Section "G." hereinabove, or in a hearing before the Superintendent according to Section "F." hereinabove, shall be made available to the teacher, upon written request, two weeks in advance of the scheduled hearing.

ARTICLE XIII
DISCHARGE FOR CAUSE OF A TENURED TEACHER

- A. An Employer may suspend for cause, a teacher covered by this Agreement. A suspension for cause of a tenured teacher is subject to the provisions of Article V of this Agreement
- B. An employer may discharge a tenured teacher for cause in the following manner only:
 - 1. Where a tenured teacher is suspended without pay prior to discharge, a Notice of Discharge and a Statement of Charges shall be mailed to said teacher and a Notice of Discharge shall be mailed to the Union not later than ten school days after the presentation of the statement of intent to institute Discharge for Cause Proceedings as provided for in Section "A." hereinabove.
 - 2. Where a tenured teacher is suspended with pay prior to discharge, a Notice of Discharge and a Statement of Charges shall be mailed to said teacher and a Notice of Discharge shall be mailed to the Union not later than thirty days after the presentation of the statement of intent to institute Discharge for Cause Proceedings as provided for in Section "A." hereinabove, except the time limit for said mailing shall be extended until a final decision is made, where the validity of the charges is subject to an adjudication by a court of law.
 - 3. If said Notice of Discharge and Statement of Charges are not mailed as required above in Section "B.1." and "B.2.," said teacher shall be immediately reinstated, without prejudice to either party as to the suspension only, and records of said suspension shall be removed from the teacher's Performance File.
 - 4. Within twenty days of receipt of said Notice of Discharge and Statement of Charges, if the Union and the teacher mutually agree to protest the discharge, the Union will submit a written request by mail for a Formal Hearing on the charges made against the teacher. Should the Union not request a Formal Hearing in the manner described hereinabove within twenty days of receipt of said notice, the action of the Employer, as defined in the written notice, shall take effect and shall not be subject to any further review or appeal procedures.
 - 5. The Formal Hearing shall be held before a Hearing Officer within twenty days of receipt of said request or as soon thereafter as the Hearing Officer may schedule a Formal Hearing, unless extended by mutual consent of the parties to this Agreement.
 - 6. a) The Hearing Officer shall be selected by the parties to this Agreement from the mutually agreed upon panel of:

- i) Ralph Berger
 - ii) Howard Edelman
 - iii) Susan Mackenzie
 - iv) Elliot Shriftman
 - v) Jack Tillem; and
 - vi) additional individuals mutually agreed upon by the parties.
- b) The Panel members and Hearing procedures referred to in this Article shall likewise be adopted for appeals provided for in Article XXIII (Layoff) and Article XXIV (Reemployment of Tenured and Non-Tenured Teachers Affected by Reductions of Staff at Member Schools).
 - c) Should the parties not be able to mutually select a Hearing Officer within ten days of receipt of the request for a Formal Hearing, the Hearing officer shall be selected according to a predetermined rotational sequence.
7. The decision of the Hearing Officer, including adjustments and awards shall be final and binding upon all parties to this Agreement provided, however, that the Hearing Officer shall have no authority to add to, alter or delete any term or condition of this Agreement
- C. Discharges effected pursuant to this Article are not subject to the Grievance and Arbitration provision of this Agreement.
 - D. Wherever any document is required to be in writing and forwarded to a party in the proceeding, it shall be sent by Certified Mail, Return Receipt Requested.
 - E. To the extent practicable, material intended to be used against a tenured teacher before a Hearing Officer in accordance with this Article, shall be made available to the Union, upon written request, two weeks in advance of the scheduled Hearing.
 - F. Non-degreed teachers with four or more years of consecutive teaching experience in the same member school, and who have not been granted tenure under the provisions of this Agreement, while continuing as non-tenured teachers in respect to all of the provisions of this Agreement, shall be deemed to be covered by the provisions of this Article, as they relate to the right of a teacher to a formal hearing, where said non-degreed teacher's employment is terminated or not renewed except in cases of Layoff where the provisions of Article XXIII ("Layoff") shall apply.

ARTICLE XIV

DEFINITION OF SCHOOL DAY AND SCHOOL YEAR

- A. A teacher shall be present and available, for supervisory duties

only, in the school where he/she is employed for up to, but not more than fifteen minutes before the beginning of the school day and up to, but not more than twenty minutes after the completion of the school day during each week day; excluding official school holidays, between September 1st and June 30th, unless said school year is adjusted by the Employer. For purposes of this Article, the school day shall begin at such time as the students are required to be present.

- B. A teacher shall receive a minimum of a thirty minute duty free lunch period during each normal school day.
- C. Each member school, where practicable, shall schedule a forty five minute duty free lunch period during each normal school day. This Section is not subject to the provisions of Article V (Grievance and Arbitration).
- D. It is expressly understood that the 30-minute or 45-minute lunch provided by the member school must be child-free time. That is, any time spent by the teacher in taking his/her class to the lunchroom or retrieving them afterward cannot be any part of the 30 or 45 minute teacher lunch period provided by the school under this Article.
- E. 1 Effective as of September 1, 1996 and subject to the conditions listed below, teachers shall be paid 1/180th of their annual salary for each day or any part of any day on which a teacher is required to be present at school for any purpose.
 - 2. The following activities shall not be charged against the above-cited total of 180 days:
 - a) orientation for newly hired teachers; and
 - b) voluntary school visits in preparation for the start of the school year or other voluntary activities.
 - 3. This Section shall not be effective should any school be required by applicable law and/or governmental regulation to extend the school year beyond 180 days. In addition, this Section shall not apply to faculty members not employed as full-time classroom teachers nor to such teachers otherwise engaged in athletics or other extra-curricular activities.

ARTICLE XV PREPARATION PERIODS

- A. Where Confraternity of Christian Doctrine (C.C.D.) classes are held in a member elementary school during the school day and a teacher does not participate in said classes, the teacher shall be assigned a Preparation Period during the time that his/her regular classroom assignment is suspended so that C.C.D. classes may be held. Such Preparation Period shall not be used

as compensatory time for any other missed Preparation Period unless the teacher is permitted to leave the building.

- B.1. A teacher in a member elementary school shall be assigned a Preparation Period in lieu of his/her regular classroom assignment during the time that a "special teacher" is assigned to take over his/her entire class, except that, where a "special teacher" is assigned to instruct combined classes, teachers may be assigned to such classes to assist the "special teacher." Such assignments shall be made on a fair and equitable basis and teachers not so assigned shall be assigned a Preparation Period.
2. For purposes of this Section, a "special teacher" is a teacher hired on a per diem, or other part-time basis, or on a full-time basis, as a Special Subject Teacher (for example, a Librarian or to teach Art, Music, Physical Education, Computer Science, Health or Religion) to an entire class on a regularly scheduled basis. Scheduling of these special classes shall begin by the first full week of classes and end no earlier than the last full week of classes. However, if a teacher has not been hired or breaks his/her contract, the Employer will not be obligated to provide prep periods for that teacher's slot. The Employer has sole discretion about filling a slot.
- C. To the extent practicable, a member elementary school shall endeavor to provide at least two Preparation Periods per week for each teacher.
- D. Where a member secondary school has previously scheduled up to five Preparation Periods per week for teachers on a regular basis, said school shall continue to schedule such Preparation Periods.
- E. Teachers assigned Preparation Periods shall remain available for any assignments necessitated by unusual and/or nonrecurring circumstances, including, but not limited to, class coverages as provided for in Article XVII ("Coverages") hereinbelow, and may be so assigned by their Principals.
- F. Effective September 1, 1990, unless earlier by mutual agreement of the Department Head and the Principal, a Department Head of a Department with three or more full time members in addition to the Department Head shall be relieved of assignments during his/her scheduled Administrative Periods three times per week for purposes of attending to his/her responsibilities as Department Head

ARTICLE XVI PARTICIPATION IN SCHOOL FUNCTIONS

- A. Unless formally excused, teachers shall participate in all reg-

ular school functions during or outside of the normal school day such as faculty meetings, parent conferences, department meetings, curriculum meetings, graduations and other similar activities.

- B. To the extent practicable, member schools shall endeavor to schedule said meetings and functions held outside of the normal school day on a particular weekday designated by the school Principal after consultation with the faculty.
- C. Teachers shall not be required to attend weekend meetings. Attendance at all other events indirectly related to the educational program of a member school shall be on a voluntary basis.
- D. The principal shall schedule and conduct a meeting with the school's union delegate to discuss lay faculty safety concerns in connection with after school functions before the first such function of each school year

ARTICLE XVII COVERAGES

- A. The Superintendent of Schools and the District Superintendents shall develop lists of substitute teachers who will be available on an on-call basis. A copy of these lists shall be provided to the Union on an annual basis as soon as practicable after the start of the school year or as otherwise agreed to by the parties. Principals, or their designated representatives, are expected to obtain substitute teachers utilizing these lists or others when teachers notify their schools, sufficiently in advance, that they will not be in attendance as scheduled.
- B. It is understood that where a teacher will not be in attendance as scheduled, and no substitute teacher can be obtained, the affected students will be reassigned to other teachers on a fair and equitable basis and meeting the educational needs of the students as effectively as possible.
- C. Where a teacher is assigned to cover a period for another teacher, said teacher shall be paid \$15.00 for each such additional period or shall be granted compensatory time off from other school assignments at the discretion of the Principal. Such payment shall be made for classroom assignments not otherwise scheduled and where compensatory time off from other school assignments is not granted as per the wording of this Section.

Payment shall be made for classroom assignments for the teacher's own class when the teacher is scheduled to be relieved by a teacher who is unable to take the class.

Where a teacher is given unscheduled responsibility for his/her students for the entire period, or any substantial part thereof, in the library, gym or other activities normally conducted by another teacher, such period or substantial part thereof shall likewise be deemed to be a "classroom assignment" for purposes of this Section.

Not included for payment according to this Section are assignments to accept part or all of the class of an absent teacher during a normally scheduled class period or the reassignment of a teacher or "special teacher" to an alternate assignment during a regularly scheduled class period.

Payment of all monies due pursuant to this Section shall be made within 30 days following the completion of each school year unless earlier payment is mutually agreed upon by the teacher and the school's Principal. Such payment shall not be conditioned upon the pay status of the absent teacher.

This Section shall apply to a teacher with a reduced work schedule only in the event that the teacher does not retain a lunch and preparation period after the coverage.

For purposes of clarification of this Article, compensatory time can only come after a preparation period has been lost. There can be no "banking" of compensatory time. Half days during the last week of school can be used as comp time only if the teacher leaves the building. Early dismissal from conference days and before holidays cannot be used as comp time. Early dismissal from a faculty meeting can be used as comp time as long as a teacher has had a lunch period and the amount of comp time is comparable to the prep time missed.

D. Lay Faculty Substitution Assignments in High Schools

1. It is agreed and understood that the Principal of a member high school has, in his/her sole discretion, the unlimited right to assign lay faculty members covered by this Agreement in substitution for those faculty members who are absent or excused by the Principal. Notwithstanding the foregoing, such substitution assignments shall be made on an equitable basis in consideration of the needs of the school and fairness to the teacher.
2. For purposes of this Section a "substitution assignment" is defined as:
 - a) A classroom assignment given to a lay faculty member for a period of time during which the lay faculty member has a previously scheduled preparation or lunch period which is not rescheduled during the school day.
 - b) An assignment to cover a Homeroom is not a "substitution assignment."
3. The parties agree that, to the extent possible:

- a) Substitution assignments of lay faculty members shall be made on a rotational basis among those lay faculty members who have preparation or lunch periods scheduled during the time period during which the substitution assignment is made.
 - b) To the extent practicable in each member high school according to its normal school day schedule, substitution assignments shall be made in such a manner so as to provide each lay teacher with an average of one full preparation period (outside of lunch) during each normal school day.
4. Effective September 1, 1998, full time faculty members shall be paid \$125 annually for the fulfillment of substitution assignments made by their Principals, or the Principals' duly authorized representatives. Such payments shall be made to faculty members employed as of June 30th of each year within thirty days thereafter.
 5. The parties agree that in each member high school, the school's union representative and the principal or his/her representative shall meet at the beginning of the school year to discuss the issue of substitution assignments and the equitable distribution of said assignments and shall meet again mid-year to further review this issue.

ARTICLE XVIII LEAVES

- A. Regular full-time teachers shall be entitled to the following leave provisions:
 1. **Sick Leave:**
 - a) A teacher shall be granted ten days of sick leave with pay each year. Unused sick days may be accumulated for use as sick leave only, up to a maximum of one hundred thirty (130) days.
 - b) A teacher continuously employed in the same member school since January 23, 1970, shall be credited with three days of accumulated sick leave for each full year of teaching service prior to the 1969-70 school year in a member school of the Association as of the date of this Agreement, accumulated up to a maximum of seventy five (75) days.
 - c) Annually, at the end of the school year, the member school shall provide a notice to each teacher in writing, of his/her accumulated sick leave days. This notice shall be

in the form annexed hereto as Appendix "I."

- d) Each member school will establish its own "Community Sick Bank" based on the voluntary donations of days by teachers at that school. A teacher may donate up to one day per school year from the current year's sick leave. Such day must be donated by June 30 of each year for placement in the Community Sick Bank for the following school year. Unused Community Sick Bank days shall carry over to the following year. Teachers who are afflicted with a catastrophic illness and who have exhausted their own sick bank can access the Community Sick Bank for up to ten of the Community Sick Bank days. If the School and the Union cannot agree on a person's "catastrophic illness," then the matter shall be submitted to arbitration. A teacher can make only one approved request for such additional paid sick leave during his or her employment in the member school. Teachers wishing to donate days to the Community Sick Bank can first do so in June, 2005. Teachers wishing to access additional paid leave days from the Community Sick Bank may do so only after September 1, 2005. On or about September 1 of each year, the ACS shall forward to the Union a list of the schools and the number of days in each community sick bank.

2 Personal Business Leave

- a) "Personal Business" is defined as: "Urgent personal business which cannot be accomplished outside of normal school hours or for reasons of personal emergency requiring immediate attention."
- b) "Personal Business" leave shall not be granted for recurring obligations of a teacher scheduled during normal school hours.
- c) Each teacher shall be granted up to four (4) days of leave with pay for "Personal Business" each year provided said teacher certifies in writing on a form provided by his/her Principal as soon as practicable in advance of said leave, but in no event less than twenty-four hours in advance of said leave, that the purpose of said leave conforms with the above definition and provided further that said purpose does, in fact, so conform. In the case of emergency situations requiring immediate action and where written certification cannot be provided in advance, said written certification shall be submitted to the Principal within twenty-four hours of said day of leave. Where said day of leave caused by an emergency situation precedes

a Saturday, Sunday or holiday, notice will be given on the next scheduled school day

- d) The third and fourth day of "Personal Business" leave in a year shall be charged against the teacher's annual "Sick Leave" as provided for in Section "A.1.a." hereinabove.
- e) Except as provided for in Section "A.2.c." above in the case of an emergency situation, "Personal Business" Leave days shall be scheduled following the receipt by the teacher's Principal, or designated representative, of the completed Certification Form attached hereto as Appendix "H".

3 Sabbatical Leave

- a) A teacher who has taught in a member school for five consecutive full years after being granted tenure in that school shall be eligible to apply for a "Sabbatical Leave" to further his/her academic or professional competency. Such leaves shall be granted only for a full school year during which year the teacher shall receive one half the salary he/she would be eligible for as a teacher during the year he/she is on such leave, up to a maximum of \$10,000. The school shall also continue to make contributions for Health and Life Insurance and Pension programs as provided for in this Agreement. A year of credit for a step increase shall be granted to the teacher on said leave.
- b) The rules and regulations governing applications for such leave and the election of applicants to whom such leave will be granted are subject to the rules and regulations previously agreed to by both parties to this Agreement. Copies of the rules and regulations will be made available by the Employer for distribution to eligible teachers.
- c) These leaves shall be granted to no more than that number of teachers which is equal to one percent of the total number of teachers covered by this Agreement. Ten percent of the maximum number of these leaves shall be granted to high school teachers and ninety percent of the maximum number of these leaves shall be granted to elementary school teachers. However, not more than one teacher from any particular member school shall be granted such leave during any four year period unless there are more than twenty teachers at a member school, in which case such leave shall be granted to no more than one teacher during any two year period.
- d) Upon conclusion of such leave, the teacher has the right to return to the member school in the position he/she had held or, in the absence of that position, to a comparable

position in accordance with the provisions of Article VII ("Teaching Assignments") hereinabove, and the teacher shall continue to teach in said member school for a period of at least three years, unless otherwise mutually agreed upon, except where said teacher is terminated by his/her Employer due to the elimination of his/her teaching position. Should the teacher fail to complete said three years of service, he/she shall repay all monies paid to him/her while on his/her leave on a pro rata basis, unless mutually agreed to the contrary.

4 Academic Leave

- a) A teacher in a member school may request a leave of absence without pay for purposes of furthering his/her academic or professional competency. Such leave shall be granted to no more than one percent of the total number of teachers in all member schools. However, no more than one teacher from any member school may be granted such leave during any two year period.
- b) Upon conclusion of such leave, the teacher shall have the right to return to the member school in the position he/she had held, or, in the absence of that position, to a comparable position in accordance with the provisions of Article VII hereinabove ("Teaching Assignments").
- c) The rules and regulations governing applications for such leave and the selection of applicants to whom such leave shall be granted are subject to the rules and regulations previously agreed to by both parties to this Agreement. Copies of the rules and regulations will be made available by the Employer for distribution to eligible teachers.

5. Leave for Child Related Illness

A teacher who contracts mumps, measles, chicken pox, or pink eye shall be granted up to five days of leave with pay and such leave shall not be considered as "Sick Leave" as provided for hereinabove in Section "A.1."

6. Occupational Injuries

- a) Should a teacher, acting within the scope of his/her duties, suffer an injury directly related to his/her conduct as a teacher and be directed by a physician to remain away from his/her teaching duties due to such injury, he/she shall be granted up to five days of leave with pay for such absence and such leave shall not be considered "Sick Leave" as provided for hereinabove in Section "A.1."
- b) In order to be granted said leave, a teacher may be required, at the discretion of the Principal, to provide medical documentation in support of his/her claim that such leave was

due to said injury and said injury caused him/her to remain away from his/her teaching duties.

7. Funeral Leave

For purposes of attending the funeral, a teacher shall be granted up to three consecutive school days of "funeral leave," with pay, upon the death of any of the following: spouse; child; parent; brother; sister; parent-in-law; or grandparent.

8. Military Leave

A teacher may request and shall be granted a leave of absence for reasons of military service in accordance with the applicable public law.

9. Pregnancy Maternity Leave

A teacher may request and shall be granted a leave of absence for pregnancy disability and maternity leave for a period of up to 12 months, effective as of the date the teacher and her physician determine she should commence such leave, according to the following conditions:

- a) The teacher puts her request for such leave in writing to her *principal*.
- b) Except for the period when she is actually medically unable to perform her duties, the leave is unpaid.
- c) During the actual disability period only, the teacher may either be paid fully from her sick bank if she has an adequate number of days to cover the disability period, or receive short-term disability payments pursuant to that insurance policy, or some combination thereof. As soon as the disability period ends, the school's obligation to pay sick days also ends. If a teacher chooses to be paid sick days during this period, the employer is entitled to collect the disability payments that would otherwise be available to her.
- d) Consistent with Article XXI, Section A.2., a teacher on a pregnancy maternity leave shall have her health insurance continued at the school's expense, less her customary payroll contributions, for up to the first 3 months of the leave. Should the teacher remain on leave beyond a third month and wish to continue her health insurance coverage, she must do so at her own expense by remitting the monthly cost of the premium to her employer school.

10. Adoption Maternity/Paternity Leave

Subject to the provisions of Paragraph 10c. below, a teacher shall, upon written request, be granted a leave of absence without pay for a period of up to twelve (12) months, effective as of the date that the teacher legally adopts a child, and/or the birth of a child by the teacher's spouse according to the following conditions:

- a) The teacher informs the school of his/her intention to adopt a child as soon as the decision to do so is made, and no later than the date that the adoption application is formally submitted. In the case of a birth of a child by the teacher's spouse, the teacher shall inform the school of his intention to take a leave as soon as practicable. In determining the effective date of said leave and the date of return from said leave, the teacher shall, to the extent practicable, take into account the needs of the school. Where the teacher's leave is scheduled to expire during the school year, the teacher and/or school shall have the right to extend the leave until the start of the following semester or school year.
- b) At the time of said leave the teacher shall continue to be eligible for coverage under the school's health insurance plan according to Article XXI, Section "A.1." for a period of up to twelve (12) weeks. Such entitlement shall continue to be available to the teacher for the remainder of the leave at the teacher's option and expense. As long as a teacher's leave under this section is twelve (12) weeks or less, he or she shall be entitled to salary step increases or any other entitlements, benefits or tenure credits during said leave.
- c) Upon the request of the Employer, the teacher shall submit documentation concerning the adoption of a child.

11. Health Leave

- a) Subject to the provisions of Section "c" below, upon written request, a teacher who has completed three or more consecutive full years of teaching in a member school shall be entitled to an unpaid leave of absence due to physical or mental disability for up to one year, provided the teacher submits a statement from his/her physician attesting to the existence of a physical or mental disability requiring such a leave of absence. While on such a leave of absence, said teacher shall not receive credit for tenure or for salary increment purposes or be eligible for any other benefits provided for under this Agreement except as stated in Article XXI, Section "A.2".
- b) A teacher who has been granted a leave of absence according to Section "A" above may file a written request at least thirty days prior to the expiration of said leave of absence for a one year extension of said leave but it is understood and agreed that a member school shall not be under any obligation to grant said extension. However, in the event that a teacher who requests such an extension is eligible for and is receiving Disability Insurance or Workers Compensation Insurance benefits beyond one year, the

request for said additional one-year extension shall be granted.

- c) A teacher may apply for and shall be granted an unpaid leave of absence of up to 12 weeks in accordance with the provisions of the Family and Medical Leave Act. In order to be eligible for such leave, a teacher must have been employed for one year and have worked at least 1,250 hours in the prior school year. The school shall continue to pay its portion of the health insurance premium during an FMLA leave. No other benefits shall accrue during an FMLA leave. Moreover, FMLA leave rights shall run concurrently with, and not in addition to, leave rights specified in paragraph 9 concerning the birth of a child, or paragraph 10 concerning the adoption of a child, and paragraph 11 concerning a health leave because of a personal medical condition.

12. Jury Duty

- a) *A full time teacher who is summoned to and reports for jury duty shall be paid by the school an amount equal to the difference between the amount of wages the teacher otherwise would have earned by working for the school on that day and the daily jury duty fee paid by the court, for each day on which he/she reports for or performs jury duty and on which he/she otherwise would have been scheduled to work for the school. The school's obligation to pay an employee for jury duty is limited to a maximum of two weeks' pay (covering a maximum of ten (10) school days only) in any one (1) year period. In order to receive payment an employee must give the school prior notice that he/she has been summoned for jury duty within twenty four (24) hours or as soon thereafter as possible. The school shall have the right to attempt to have the teacher excused from jury duty during the school year and the teacher will cooperate in the school's effort.*
- b) The teachers agree that, where possible, when they are on jury duty and are excused for the day before 12 o'clock noon, they will return to their teaching assignments, for the remainder of the school day
- c) Where a teacher is required to fulfill a jury duty assignment, he/she shall submit to his/her Principal a certificate signed by the Clerk of the Court showing the hours of duty actually assigned in order to be eligible for paid leave during such time.

**ARTICLE XIX
ATHLETIC AND OTHER EXTRACURRICULAR
ASSIGNMENTS**

- A. Where athletic and other extracurricular assignments are made available to teachers, they shall be made available on a voluntary basis.
- B. Teachers who accept athletic and other extracurricular assignments on a paid basis shall be paid according to a mutually agreed upon basis except that, where the activity is scheduled by the Principal to meet at least one hour per week during a semester, the teacher who has accepted the activity on a paid basis shall be paid not less than \$100.00 per semester per activity.

**ARTICLE XX
SALARY AND RELATED PROVISIONS**

- A.1. A full time regular teacher employed in a member school shall be paid semi-monthly, on a twelve-month basis, according to the teacher's appropriate annual rate of pay as provided for in the respective salary schedules appended hereto (Appendices "D" and "E"). Member schools shall identify the regularly scheduled pay dates for the following school year(s). Should such dates be changed, the member school shall likewise identify the revised pay dates. The Association shall use its best efforts to have member schools schedule such pay dates to be the 15th and 30th of each month except for February 28th/29th. Appendices "D" and "E" shall be increased as follows:
 - a) Effective and retroactive to September 1, 2004, a 2% wage increase shall be applied to the salary charts as of August 31, 2004.
 - b) Effective and retroactive to March 1, 2005, a 2% wage increase shall be applied to the salary charts as of February 28, 2005.
 - c) Effective September 1, 2005, a 3% wage increase shall be applied to the salary charts as of August 31, 2005.
 - d) Effective September 1, 2006, a 5% wage increase shall be applied to the salary charts as of August 31, 2006.
 - e) Parity amounts referred to in section B.2.a. below shall be paid retroactive to September 1, 2004.
- A.2. Effective as of September 1, 1995, teachers employed in member elementary schools and paid according to the B.A. level or above and who otherwise would be eligible for payment on the 20th Step according to the provisions of the Collective Bargaining Agreement shall be paid an additional \$500.

Additional payments of \$500 shall be made for every 4th Step thereafter for teachers who are on the B.A. level and above and who otherwise would be eligible for such salary step credit, according to the terms of this Agreement.

- B.1. The parties hereto agree that parity in pay between the elementary school and high school teachers in the bargaining unit shall be achieved in nine (9) years. As a result thereof, there will be only one (rather than the current two) pay charts for the school year September 1, 2012 - August 31, 2013. The parties recognize that the pay provisions of the contract extend only through August 31, 2007, but nevertheless agree that whatever general wage increases, if any, or other components of a compensation package, if any, may be negotiated in future contracts, there will be only one pay chart for elementary and high school teachers for the school year September 1, 2012 - August 31, 2013
- B.2. The aforementioned parity will be achieved as follows:
- a) The general wage increases of 2%, 2% (for 2004-2005), 3% (for 2005-2006) and 5% (for 2006-2007) shall be applied to each step. The difference between Appendices "D" and "E" will be divided by nine (9). These amounts are guaranteed to be applied to the pay scale for elementary school teachers equally in each of these three school years and are reflected in the attached Appendices "D" and "E." However, to the extent that the parity amount for any step using the above formula is less than the parity amount for any step calculated under the 1998-2001 Collective Bargaining Agreement ("1998-2001 Parity Amount"), the 1998-2001 Parity Amount will be utilized.
 - b) Wage increases that are to be negotiated and agreed upon for the 2007-2008, 2008-2009 and 2009-2010 school years shall be applied to each step. The difference between Appendices "D" and "E" will be divided by six (6). These amounts are guaranteed to be applied to the pay scale for elementary school teachers equally in each of these three school years and will be reflected in Appendices "D" and "E" for those years.
 - c) Wage increases that are to be negotiated and agreed upon for the 2010-2011, 2011-2012 and 2012-2013 school years shall be applied to each step. The difference between Appendices "D" and "E" will be divided by three (3). These amounts are guaranteed to be applied to the pay scale for elementary school teachers equally in each of these three school years and will be reflected in Appendices "D" and "E" for the school years 2010-2011 and 2011-2012 and Appendix "E" for the school year 2012-2013.

B.3. If for any reason, the aforementioned method does not result in parity for the school year September 1, 2012 - August 31, 2013, the Association will immediately take all steps necessary, including but not limited to lump-sum payments, to achieve said parity and have one pay chart by September 1, 2012.

B.4. The provisions of the above sections B.2.b. and c. shall survive the expiration of this contract.

C.1. In addition to the provisions of Section "A" above, faculty members in elementary schools who were paid on the 16th Step during the 2003-04 school year shall receive an additional "lump sum" annual payment of \$500 for the school year 2004-05. These payments shall be made in semi-annual installments of \$250 to faculty members employed as of the completion of each semester and within thirty days thereof, prorated for teachers hired after the start of the semester and for unpaid leaves and/or absences.

Such payments shall likewise be made to elementary school faculty members in 2005-06 and 2006-07 if they were paid according to the 16th Step in 2004-05 and/or 2005-06 respectively.

The "lump sum" payments will not be included in the base rate or regular pay of the faculty members.

C.2. Faculty members in Secondary Schools and who were paid at the highest step in their degree column for 2003-04, or will be paid at such step during the 2004-05 or 2005-06 school year, will likewise receive a "lump sum" payment in the following year. The payments will be made according to the formula outlined in Section "C.1." above.

D. Effective September 1, 1969, where a salary line is designated as "BA plus 15", "BA plus 30", "MA plus 15", and "MA plus 30" it is agreed and understood that the credits in addition to the "BA" and "MA" must be earned after the "BA" and "MA" has been granted to be considered as applicable for credit towards the appropriate salary line. Further credits claimed for advancement to the "MA plus 15" or "MA plus 30" salary lines must be graduate level courses or In Service courses approved in writing by the Employer.

E.1. To be considered for salary purposes, all courses must be accepted in writing by the Employer as appropriate to the teacher's teaching or professional responsibilities. Further, all such courses, to be accepted, must be granted by an institution registered by the New York State Board of Regents or accredited by a regional accrediting agency, or be properly certified in writing by the New York State Department of Education as

determinations as to eligibility and entitlements and are not incorporated into this Agreement.

D.5. The Employer has been advised by the Pension Plan Administrator that the Plan Trustees shall consider the following improvements. If adopted, such changes shall be effective as of July 1, 1999.

a) A Voluntary Retirement Plan for employees age 55 and older and with 10 years of participation in the Archdiocesan Pension Plan as of July 1, 1999. This proposal shall include time for the employee to consider this offer and plan for his/her retirement years. The time period shall be as follows:

Eligible employees 55 years of age shall be 7 years.

Eligible employees 56 years of age shall be 6 years.

All other eligible employees shall be allowed to consider this proposal for a period of 5 years.

b) A Final Average Pay Plan for bargaining unit members.

The terms of the Pension Plan referred to in this section, including subsequent amendments, if any, shall control all determinations as to eligibility and entitlements and are not incorporated into this Agreement.

E. The Prescription Plan benefit shall be provided as follows:

1. Faculty members shall be reimbursed for documented prescription charges not otherwise reimbursed by insurance, up to a maximum of \$100 per year. Plan participants shall be limited to full time teachers and their dependents either covered by the Health Insurance Plan or who are not covered by the Health Insurance Plan because of their eligibility for comparable coverage under a separate health plan. Such amounts shall be paid with the first check in July of each year upon submission of unreimbursed prescription charges.

2. To be eligible for such payment, faculty members must have completed their teaching assignments for the school year.

F. *Credit Union*: Employees covered by this Agreement shall continue to be eligible for participation in the existing Credit Union throughout the term of this Agreement.

G.1. *Tuition Assistance for Children of Lay Faculty Members*: Effective September 1, 1991, lay faculty members employed in member schools and who have children enrolled in member schools as full-time regular students shall be granted tuition reductions of up to a maximum of \$1,000 per year, per student, subject to the conditions listed below in Sections 2, 3 and 4.

G.2. Notwithstanding the reductions provided for in Section 1, above, tuition reductions shall not apply to tuition charges offset by financial assistance awarded to a student from any source.

- G.3. a) The waiver of tuition, in whole or in part, shall be only for the period during which the student's parent(s) is employed as a lay faculty member in a member school, but in no event for a period to exceed four years in a member high school and eight years in a member elementary school plus Kindergarten and pre-Kindergarten.
- b) Said student shall be subject to all other conditions, fees and expenses established by said member school and the student's enrollment shall not be counted towards any teacher's teaching load or other work assignment limitation.

Notwithstanding the provisions contained above, tuition reduction arrangements in effect for students enrolled in a member school during the 2000-01 school year and which are more favorable for the student than the reductions contained in this Section, shall be maintained for the life of this Agreement for said students while they continue as students in said member school.

- G.4. If a tenured teacher is laid off by a member school and is neither employed during the following school year nor offered a teaching position under the provisions of Article XXIV ("Reemployment of Tenured and Non-Tenured Teachers Affected by Reductions of Staff at Member Schools") of this Agreement, said teacher shall be entitled to tuition assistance under the provisions of this section for that following school year.
- H. *Long-term Disability Insurance Plan*: Effective as of the date of ratification of this Agreement, each full time teacher shall be enrolled in the existing Archdiocese Group Long Term Disability Insurance Plan underwritten by The Hartford, or a substantially equivalent plan. Subject to the above, the terms of the plan, including subsequent amendments, if any, shall control all determinations as to eligibility and entitlements and such terms are not incorporated into this Agreement.
- I. *Accidental Death and Dismemberment Insurance*: Effective as of the date of ratification of this Agreement, each faculty member covered by this Agreement who is regularly scheduled to work a minimum of 20 hours per week for the duration of the school year, shall be provided with Accidental Death and Dismemberment insurance coverage under a plan to be paid for by the Employer. The terms of the insurance policy referred to in this section, including subsequent amendments if any, shall control all determinations as to eligibility and entitlements and are not incorporated into this Agreement.
- J. *Flexible Spending Accounts*: Effective January 1, 2006, a Flexible Spending Account Program shall be made available to teachers who desire to participate in such a program according

to the terms and conditions of said program

K. *Retirement Bonus*: The employer shall pay retirement bonuses to those teachers with thirty (30) or more years of experience in ACS schools as of June 30, 2005, who retire as of June 30th 2005, 2006 or 2007 according to the following schedule:

1. Those who retire by June 30, 2005 shall receive \$10,000.
2. Those who retire by June 30, 2006 shall receive \$7,500.
3. Those who retire by June 30, 2007 shall receive \$5,000.

These payments shall be made in two installments, the first by September 15th and the second by November 15th following retirement.

ARTICLE XXII TEACHER TRANSFERS

Except as provided for hereinbelow in Article XXIV (Reemployment of Tenured and Non-Tenured Teachers Affected by Reductions of Staff at Member Schools), should a teacher be adversely affected by a reduction in staff or closing of a member school, and so notifies the Superintendent of this fact, the Superintendent shall undertake to notify all member schools of the teacher's availability and shall encourage Employers to consider teachers so affected for appropriate openings that may develop.

ARTICLE XXIII LAYOFF

- A. Each member school specifically retains the right to close or consolidate its operations and to layoff or terminate the employment of teachers covered by this Agreement due to the elimination of teaching positions resulting therefrom, or for any other reason not in conflict with the express terms and conditions of this Agreement. Notwithstanding the above, the member school shall not layoff or terminate the employment of a tenured teacher in order to permit it to assign a priest or religious to an assignment in the school.
- B. Effective as of September 1st following the ratification of this Agreement and notwithstanding Section A above, in the event that a member school fails to notify a teacher of the closing or consolidation of that school and/or the layoff of said teacher by April 15 and said teacher is not offered teaching employment in another member school for the following school year, the employing member school shall pay to the teacher one (1) week of salary for each year of experience in the schools of the Association up to a maximum of four (4) weeks. It is understood and agreed that the Association may request of the Union

an extension beyond the above April 15 date prior to April 15. In such event, in the exercise of its discretion, the Union shall not unreasonably withhold consent to an extension.

C. Where a lay teacher's position in a member school will be eliminated due to layoff or other reduction in staff, the following procedure shall apply:

1. Elementary Schools

a) To bump a less senior tenured teacher, a tenured teacher must: (i) hold provisional New York State Certification or Certificate of Qualification, or have retained tenure status pursuant to the provision of Article XI ("Tenure"), Section D AND (ii) have at least one (1) full year of teaching experience in any grade of the appropriate band in which the new position exists.

b) The bands are as follows:

LOWER GRADE BAND:

Pre-kindergarten through Grade 3

UPPER GRADE BAND:

Grade 4 through Grade 8

2. Secondary Schools

a) Except as provided for in section "d" below, bumping shall be restricted to teachers within a specific academic department (e.g., History, English, Mathematics, etc.).

b) In the case of non-specialized secondary school courses, tenured teachers holding at least provisional New York State certification in their departmental field shall have the right to bump less senior teachers within their department.

c) In the case of specialized secondary school courses, member schools shall have the right to retain a less senior teacher in the position. Should a dispute develop over whether the course is truly specialized or whether the more senior tenured teacher is qualified to teach said course(s), the Union may appeal to a Hearing Officer pursuant to the procedure provided for in Article XIII, above. Special requirements established by a member school for the position shall be considered by the Hearing Officer in making his/her decision. This appeal procedure shall be the sole appeal procedure available to the parties concerning disputes over secondary school layoffs and the parties agree that the provisions of Article V (Grievance and Arbitration) shall not apply to this section.

d) Subject to section "c" above, where a teacher to be laid off in one department holds tenure and is certified in another departmental area, he/she shall have the right to bump a

less senior teacher in the other department, provided he/she has at least one (1) year of teaching experience within that departmental area.

e) Subject to either party's access to the appeal process in Section C.2.c. above, when a department schedules the layoff of a tenured, certified teacher, the teacher shall have the right to bump a less senior non-tenured teacher in another department within the school, provided the teacher:

- i) is qualified to teach the normal departmental course load based upon his/her academic preparation, teaching experience and skill level, and
- ii) the department's scheduling requirements can be satisfactorily complied with, and
- iii) the teacher has, within the last five years, taught for at least one year on a full time basis or taught at least three different subject matter courses over that five year period in said department.

3. It is agreed and understood that bumping rights as described in this Article refer only to tenured teachers, to non-degreed teachers with ten consecutive years of teaching in the same member school, and to other non-tenured teachers with ten (10) or more years of consecutive service in the same member school. Such non-tenured teachers enjoy bumping rights against first, second or third year non-tenured teachers (both degreed and non-degreed) in that school. No distinction is made among non-tenured teachers with respect to years of service in a member school. For example, a non-tenured teacher with three (3) years of service in a member school does not have any seniority rights relative to a non-tenured colleague with either two (2) or one (1) year of service in the same member school.

4. A teacher who does not possess the certification and who has been continuously employed in the same member school since February 6, 1970, and who has been granted tenure according to the provisions of Appendix "C" will not be required to meet the certification requirements as outlined above for securing bumping rights, provided he/she had completed ten or more consecutive full years of teaching experience in the same member school by September 1, 1970. The requirement of one full year of teaching experience in either the appropriate band at the elementary level or within the appropriate department at the secondary level still pertains.

D. Notwithstanding any other provision of this Agreement, where a teaching position is eliminated as provided for in this Article, the school is both authorized and encouraged to give preferen-

tial consideration to non-degreed tenured teachers in said school over degreed tenured teachers in said school with less years of teaching experience in the member school for the remaining teaching position assignments, provided the non-degreed tenured teachers had completed ten or more consecutive full years of teaching experience in the same member school by September 1, 1970, and were granted tenure according to the provisions of Appendix "C" attached hereto.

ARTICLE XXIV
REEMPLOYMENT OF TENURED TEACHERS
AND NON-TENURED TEACHERS AFFECTED BY
REDUCTIONS OF STAFF AT MEMBER SCHOOLS

- A.1. All provisions of this article apply to tenured teachers only. Where specifically mentioned, provisions apply to non-tenured teachers.
- A.2. *The Superintendent of Schools or his/her representative shall develop annual placement lists of tenured and non-tenured teachers who have been laid off by member schools. A copy of these lists and all updates shall be provided contemporaneously to the Union.*
- A.3. Placement on the priority list for tenured teachers shall be according to seniority. For purposes of this list, seniority is defined as the number of years as a tenured teacher at the member school before layoff. In the event of a "tie" (i.e., two tenured teachers with the same number of years of tenured service), placement on the list will be determined by additional years of teaching experience in other member schools, if any. Absent this consideration, placement on the list will be based on the original date of hire in the member school effectuating the layoff.
- A.4. A separate placement list for non-tenured teachers will be developed by the Superintendent of Schools or his/her representative. This list will not be based on seniority.
- A.5. Except as otherwise agreed to in writing by the parties to this Agreement, the following process shall be binding upon the parties. In addition, the Union reserves the right despite any such agreement to require the Association to comply strictly with the terms of this Article concerning the placement of a teacher(s) entitled to employment pursuant to this Article
 - a) *Where a full-time permanent teaching position is open in a member school, it shall be offered to the first available person on the tenured seniority list provided:*
 - i) *Said person is qualified for the position academi-*

cally (i.e., by certification) or by teaching experience; and

- ii) He/she applies in writing, by Certified Mail, Return Receipt Requested, to the Office of the Superintendent of Schools for referral to a teaching position in another member school within thirty days after having been notified in writing of his termination for the above-mentioned reason and of the procedures for seeking reemployment under the provisions of this Article; and
- iii) Said opening develops not later than the following school year or prior to September 1st of the next following school year after said termination; and
- iv) He/she schedules an interview within five days after receiving a referral to a member school, and, if offered a position, accepts said position, in writing, by certified mail, Return Receipt Requested, within five days of said offer.

b) Non-tenured teachers will be advised by the Office of the Superintendent of Schools of openings in member schools and member schools will be strongly encouraged to employ these teachers:

- B. It is understood and agreed that should a dispute develop over the question of whether or not a teacher is qualified for a position according to Section "A.i)" above, either party may submit the question of qualification to a Hearing Officer as provided for in Article XII above. Special requirements established by a member school for a particular opening (i.e., bilingualism, innovative programming, special ed, specialized high school courses, etc.) shall be considered in the Hearing Officer's determination of a teacher's qualifications under this Article. This appeal procedure shall be the sole appeal procedure available to the parties concerning the question of a teacher's qualifications and the parties agree that the provisions of Article V (Grievance and Arbitration) shall not apply to this Section
- C. For purposes of this Agreement, a full-time permanent teaching position shall be considered open only if a priest or religious is not assigned to it by July 15th preceding the start of the school year.
- D. Notwithstanding the above, a member school may employ without restriction a non-degreed tenured teacher who had completed ten or more consecutive full years of teaching experience in the same member school by September 1, 1970, and was granted tenure according to the provisions of Appendix "C" attached hereto, whose employment has been terminated due to the closing or consolidation of his/her member school, except that said employ-

ment shall be offered according to Sections "F" and "G" hereinbelow.

- E. Should a teacher be offered two permanent positions pursuant to this Article, and he/she declines to accept both offers according to Section "3.A.iv" hereinabove, there shall be no further obligation on the Superintendent, the Association or its member schools to offer employment to said teacher.
- F.1. A teacher who accepts a position offered in accordance with the provisions of this Article shall be employed as a non-tenured teacher for one year. Where said teacher is rehired by the same member school in accordance with the provisions of this Agreement for a second consecutive full year, said teacher shall be rehired as a tenured teacher effective as of the following September 1st.
- F.2. If in the course of said teacher's year of employment as a non-tenured teacher, the teacher's employment is terminated as a result of a layoff, said teacher shall be deemed to be a tenured teacher for purposes of this Article only.
- G.1. A degreed teacher who accepts a position at the same level as the level for which he/she was previously employed in accordance with the provisions of this Article, shall be credited on a year-for-year basis for teaching experience in a member school for up to a maximum of ten (10) years of previous teaching experience at the time of employment in his/her new member school for salary purposes. Further, one year of additional credit shall be granted for every two years of experience beyond the above-mentioned ten (10) years, provided, however, that not more than a combined total of nineteen (19) years of credit shall be granted for all said teaching experience.

Where the experience is on a different level than the level for which the teacher is employed (i.e., elementary v. secondary), one year of credit shall be granted for every two years of said experience up to a maximum of nine years. Where the experience is on both of the aforesaid levels, a teacher shall be granted credit according to the respective schedules referred to hereinabove, but shall not be credited with a combined total of more than fifteen years of credit for previous teaching experience.

- G.2. A non-degreed teacher who accepts a position offered in accordance with the provisions of Section "F" hereinabove shall be credited on a year-for-year basis for teaching experience in a member school for up to a maximum of eight years of previous teaching experience in a member school for which said teacher was paid on the "B.A." scale, at the time of employment in his/her new member school for salary purposes. Further, one

year of additional credit shall be granted for every two years of experience beyond the above-mentioned eight years, provided, however, that not more than a combined total of fifteen years of credit shall be granted for all said teaching experience. Said teacher shall be paid according to the "B.A." scale.

- H. A teacher who is employed in another member school pursuant to the provisions of this Article and who has accumulated unused sick leave prior to termination at his/her member school, shall be entitled to retain said sick leave accumulation up to a maximum of thirty-five (35) days. Effective as of September 1st of the school year following ratification of this Agreement the maximum amount shall be sixty-five (65) days. Should said teacher referred to in this section also possess accumulated unused sick leave pursuant to Article XVIII ("Leaves"), A.1.(b), said teacher shall be entitled to retain up to five (5) days of said unused sick leave in addition to sick leave up to a maximum of thirty-five (35) or sixty-five (65) days retained as provided for herein. All such sick leave retained by a faculty member employed in another member school pursuant to the provisions of this Article shall be included in the accumulated unused sick leave provision as provided for by this Agreement.
- I. Newly hired teachers employed by member schools prior to May 1st for the following school year shall be hired subject to the protections granted presently employed degreed tenured teachers under the provisions of this Article.

ARTICLE XXV.

OBLIGATIONS OF THE TEACHERS, THE UNION, AND THE ASSOCIATION

- A. Each teacher, member school and the Union covered by this Agreement agrees faithfully to do and perform all duties and obligations under the terms and conditions of employment contained herein and to observe the rules, regulations, policies and procedures prescribed by this Agreement.
- B. There shall be no strike, slowdown, mass resignation, refusal to work, or any other act which constitutes a complete or partial work stoppage, or which disrupts the educational process of the member schools in any way, on the part of one or more teachers or on the part of the Union or its representatives during the life of this Agreement.
- C. There shall be no concerted action by teachers, by the Union or its representatives, or by the Association or its representatives in an effort to alter, enforce or delete any term or condition of

this Agreement during the life of this Agreement.

- D. There shall be no lockout on the part of the Association during the life of this Agreement.
- E. Each teacher shall have the right to volunteer or not to volunteer for any assignment which is beyond the terms of this Agreement
- F. Demonstrations in connection with the Mass
 1. No demonstration may be held from 15 minutes before, during, or until 15 minutes after a Mass is celebrated at St. Patrick's Cathedral or any other church.
 2. If a Mass is celebrated for school staff and students as part of the school's normal day or week, the ban on demonstrations from 15 minutes before, during and up until 15 minutes after a Mass shall not apply.
 3. Where any school is the site of a special Mass to which people from outside the immediate school community are invited, the ban on demonstrations from 15 minutes before, during and up until 15 minutes after a Mass does apply in such instance.
 4. The ban on demonstrations from 15 minutes before, during and up until 15 minutes after a Mass applies beyond the expiration of any ACS-FCT collective bargaining agreement. The FCT pledges to cooperate fully with the ACS to carry out the intent of this Article, including not encouraging or endorsing demonstrations at Mass in violation of this provision by others.
 5. In consideration of the FCT's acceptance of this section in connection with a Mass, except as outlined in paragraph "2" above, the ACS accepts the concept of a permanent mediator to which the parties can have recourse in the event that either party believes that such mediation would be constructive in reaching a settlement. The ACS and FCT must mutually agree on such mediator.
- G. A teacher shall have a right, upon request to the Employer, to have a union representative present at an investigatory interview which the employee reasonably believes might result in disciplinary action. The exercise of this right may not interfere with legitimate employer prerogatives and the employer has no duty to bargain with any union representative who may be permitted to attend the investigatory interview.

ARTICLE XXVI AGENCY FEE

- A. Any bargaining unit member hired after September 1, 1999, or any current bargaining unit member who thereafter voluntarily transfers from one member school to another shall, as a condi-

tion of employment, thirty days after such employment or transfer, become and remain a member of FCT in good standing, or pay an agency fee as certified by the Union. All bargaining unit members employed prior to the date of verification as described herein, except those employees who transfer voluntarily from one member school to another, shall be exempt from the provisions of this Article.

- B. Any lay faculty member hired or who voluntarily transfers from one member school to another after the verification referred to in paragraph "A" above who has failed to acquire or thereafter maintain either membership in the Union, or the payment of an agency fee, shall be terminated seven (7) working days after the employer receives written notice from an authorized representative of FCT.
- C. The Employer shall be relieved from making such "check-off" deductions upon (1) termination of employment, (2) transfer to a *position other than one covered by the bargaining unit*, (3) layoff from work, (4) an unpaid leave of absence, or (5) revocation of the check-off authorization in accordance with its terms of applicable law.
- D. The Federation hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any lay faculty member arising from deductions made by the Employer hereunder, and the Federation further indemnifies and holds the Employer harmless from any claims, actions or proceedings by any government agency or by any group so long as such groups are not funded directly or indirectly by the Employer; however, in either case, the Federation shall retain the right to select defense counsel, and they shall reserve the right to settle any such case. Once the funds are remitted to the Federation, their disposition shall be the sole and exclusive obligation and responsibility of the Federation.

ARTICLE XXVII UNION DUES/AGENCY FEE CHECK OFF

- A. A. Upon receipt of a signed Authorization Form from a teacher, a copy of which is attached hereto as Appendix "F," the Employer shall make a deduction from the teacher's salary on each pay period of the amount certified to the Employer by the Union. Such amounts shall be forwarded by the 10th day of the following month to the Treasurer of the Union at an address furnished to the Employer by the Union. Payments under this paragraph made more than two months after they are due shall include a 1.5 per cent late charge for each

month payment is made beyond two months.

- B. The Employer shall forward to the Union with each month's payment a listing of the teachers for whom dues/agency fees have been deducted and the amount so deducted, an indication of whether the amount deducted is union dues or agency fee, and an indication of whether the teacher is full-time or part-time. Each month's list shall include any changes and an explanation of said changes to the previous month's list. For example, teachers newly hired, teachers on leave, name changes, etc.
- C. For purposes of this Article, Authorization Forms of the Catholic Lay Teachers Group, Inc., previously filed with an Employer, shall be deemed to be valid for the Federation of Catholic Teachers.

ARTICLE XXVIII UNION ACTIVITIES

- A. A Union notice may be posted, at the discretion of the Employer, on a member school's bulletin board provided the notice is submitted in advance to the Employer or his/her designee. Permission to post official notices of Union business shall not be unreasonably denied. Notices limited to date, time and place of union meetings may be posted without permission.
- B. The Union may designate one of its members employed in each member school as a school delegate for purposes of liaison among such members of the Union and the local school administration in matters pertaining to the administration and application of this Agreement and, where mutually agreed upon, on other matters of concern.
- C. A teacher who has been officially designated as the Union's delegate in a member school shall be permitted to conduct official Union business at said member school provided it is done on the teacher's own time and provided further that the undertaking of said business in no way interferes with or disrupts the teaching process or the assignments of other school personnel or students.
- D.1. Union officers or, in the place thereof, an Executive Council Member of the Union designated to stand in for a Union officer may visit member schools during the school day provided said officers and representatives request in advance, and receive from the Employer at said member school, permission to visit said school at a time and under such conditions as the Employer may stipulate. Said permission shall not be unreasonably denied.
- D.2. For purposes of this Section, a teacher who becomes an

school as provided for hereinabove. Said Personal Business Days shall be granted according to the provisions of Article XVIII, Section "A.2."

ARTICLE XXIX NO DISCRIMINATION

It is mutually agreed that neither the Employer nor the Union shall discriminate against teachers on the basis of membership or non membership in the Union, race, color, national origin or sex.

ARTICLE XXX CATECHIST CERTIFICATION PROGRAM

- A. Effective September 1, 1998, or date of employment, whichever is later, all elementary school teachers must make appropriate progress toward certification in the Catechist Certification Program of the Archdiocese of New York. "Appropriate progress" shall mean the achievement of 40 hours of Level I certification during a 3-year period for any elementary school teacher who does not hold Level I certification, or the achievement of 32 hours of Level II certification during a 3-year period for any elementary school teacher who does not hold Level II certification.
- B. Each year teachers who need to progress toward either Level I or Level II certification will be able to fulfill up to six (6) hours of course credit during the school day through the Teachers' Institute, District Conference Days, at the member school(s) and/or at other approved sites. Remaining hours required for either Level I or Level II certification shall be fulfilled on the teacher's time after school by attending classes provided by the Superintendent's Office.
- C. Because Teachers' Institutes and Conference Days for 1998-99 were held prior to the execution of this Agreement, the time periods for elementary school teachers employed as of 9/1/98 to achieve either Level I or Level II certification shall be adjusted accordingly.
- D. Upon completion of Level I, a teacher earns six (6) credits applicable to a salary increase on the BA+15, BA+30, MA+15, or MA+30 lines. Upon completion of Level II certification, *nine (9) additional credits are granted. This plan has been devised so as to provide an added incentive for teachers to complete their certificate.*
- E. A teacher who fails to make appropriate progress toward certification shall, the following September, remain at his or her

current salary step and, if applicable, forfeit his or her lump sum bonus payment as provided in Article XX, Sections C.1. and C.2., until such time as the appropriate progress is achieved. Once the appropriate progress is achieved, the teacher shall move up one step the next September (if progress achieved after February 1) or the next February (if progress achieved after September 1).

- F. Section E shall not apply where a teacher is prevented from making appropriate progress due to serious illness or other compelling reason, and requests a waiver in writing and submits proper documentation in support of his or her request in writing to his or her principal. The teacher shall be entitled to such waiver for one 3-year period.
- G. The Association agrees to meet with the Federation annually, along with appropriate representatives of the Superintendent's Office, to discuss the scheduling and format of the Catechist Certification Program.

ARTICLE XXXI MISCELLANEOUS

- A. Upon request of either party, both parties agree to schedule meetings on a monthly basis to discuss matters of mutual concern. The parties shall endeavor to propose agenda items a week in advance of such meetings.
- B. Each member school shall provide adequate lounge and lavatory facilities for teachers to the extent practicable.
- C. Teachers shall participate in the C.C.D. program of member schools on a voluntary basis.
- D. In the event that the Catholic High School Association and the Lay Faculty Association negotiate during the current negotiations higher wages, higher compensation of any form or more favorable wages and working conditions for the LFA bargaining unit than negotiated by the FCT bargaining unit for any year of this Agreement, the provisions of this Agreement shall be modified to provide for the higher wages, compensation or more favorable wages or working conditions negotiated by the CHSA during the current negotiations and will be applied to the FCT bargaining unit retroactive to the date provided in the LFA/CHSA collective bargaining agreement

ARTICLE XXXII CONFORMITY TO LAW-SAVING CLAUSE

- A. If any provision of this Agreement is, or shall at any time be

held to be, contrary to law by a court of final appeal of the State of New York or the United States of America, then said provision shall not be applicable or performed or enforced, except to the extent that it is permitted by law

- B. In the event that any provision of this Agreement is, or at any time shall be held to be, contrary to law, all other provisions of this Agreement shall continue in effect.
- C. The Union and the Employer acknowledge and agree that the terms of employment of teachers in the member schools are subject to the Americans with Disabilities Act and all other statutes governing non-discrimination in employment, work place safety matters governed by the Occupational Safety and Health Act and all other applicable legislation, governmental regulations or judicial determinations. In the event that the Employer, in order to comply with the aforesaid legislation, regulations or judicial determinations intends to take action inconsistent with its obligations under this Agreement or which otherwise changes the terms and conditions of employment of a teacher covered by this Agreement, it shall immediately notify the Union of said intent and shall commence negotiations with the Union prior to any such action. It is further agreed that in the event of the failure of the Employer and the Union to reach agreement as to an appropriate course of action within ten days of the commencement of negotiations, the Employer shall be entitled to take whatsoever action is required by the applicable legislation, regulations or determinations

ARTICLE XXXIII DURATION OF AGREEMENT

- A. This Agreement shall continue in full force and effect up to and including August 31, 2007.
- B. Except where the parties mutually agree in writing to an extension of this Agreement, a party seeking revision of one or more of the terms and conditions of this Agreement shall notify the other party in writing not later than February 1, 2007. Where said notice is given, the parties agree to enter into negotiations on or about March 1, 2007.
- C. During the period covered by this Agreement all of the terms, conditions and provisions of this Agreement shall bind, apply and inure to the benefit of the parties hereto, their constituent members, individually and collectively, their successors, transferees, lessees and assigns

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on this 4th day of March, 2005.

ASSOCIATION OF CATHOLIC SCHOOLS

By: *Sr. Patricia Anastasio*

FEDERATION OF CATHOLIC TEACHERS

By: *Mary Ann Perry*

ASSOCIATION OF CATHOLIC SCHOOLS

Sr. Patricia Anastasio, Ed.D.

Rev. Donald M. Dwyer

James R. Hays, Esq.

Mr. Richard Jackson

Mr. Joseph Mercora

Rev. Robert T. Ritchie

Ms. Donna E. Vincent

FEDERATION OF CATHOLIC TEACHERS

Mary-Ann T. Perry, President

Patricia A. Gabriel, Vice-President

John M. McEvelly, Secretary/Treasurer

MEMBERS OF EXECUTIVE COUNCIL

Theresa L. Amarosa

Patricia A. Fortuna

Brian J. Maher

Michael H. McComiskey

Erika F. Miklus

Deane O'Donohue

Eileen M. Sweeney

Jo-Ann S. Umstot-Verdiglione

APPENDIX "A"

LIST OF MEMBER SCHOOLS OF THE ASSOCIATION AS OF THE DATE OF THIS AGREEMENT

REGION # 1: STATEN ISLAND

Blessed Sacrament	830 Delafield Ave	10310
Holy Rosary	100 Jerome Ave	10305
Immaculate Conception	104 Gordon St	10304
Mt. Carmel/St. Benedicta	285 Clove Rd	10310
Our Lady Help of Christians	23 Summit St	10307
Our Lady of Good Counsel	42 Austin Pl	10304
Our Lady Queen of Peace	22 Steele Ave	10306
Our Lady Star of the Sea	5411 Amboy Rd	10312
Sacred Heart	301 North Burgher Ave	10310
St. Adalbert	355 Morningstar Rd	10303
St. Ann	125 Cromwell Ave	10304
St. Charles	200 Penn Ave	10306
St. Christopher	15 Lisbon Pl	10306
St. Clare	151 Lindenwood Rd	10308
St. Joseph	139 St. Mary Ave	10305

St. Joseph & St. Thomas	50 Maguire Ave	10309
St. Margaret Mary	556 Lincoln Ave	10306
St. Mary	1124 Bay St	10305
St. Patrick	3560 Richmond Rd	10306
St. Paul	129 Clinton St	10301
St. Peter	300 Richmond Terr	10301
St. Rita	30 Wellbrook Ave	10314
St. Roch	465 Villa Ave	10302
St. Sylvester	884 Targee St	10304
St. Teresa	1632 Victory Blvd	10314
St. Joseph By-the-Sea H.S.	5150 Hylan Blvd	10312
Notre Dame Academy H.S.	134 Howard Ave	10301
St. Peter's H.S. for Girls	300 Richmond Terr	10301
St. Peter's Boys High School	200 Clinton Ave	10301

REGION # 2: SOUTH MANHATTAN

Epiphany	234 E 22nd St	10010
Guardian Angel	193 10th Ave	10011
Holy Cross	332 W 43rd St	10036
Immaculate Conception	419 E 13th St	10009
Mary Help of Christians	435 E 11th St	10009

Our Lady of Good Counsel	323 E 91st St	10128
Our Lady of Pompeii	240 Bleecker St	10014
Our Lady of Sorrows	219 Stanton St	10002
Sacred Heart of Jesus	456 W 52nd St	10019
St. Anthony	60 MacDougal St	10012
St. Brigid	185 E 7th St	10009
St. Columba	331 W 25th St	10001
St. Francis de Sales/St. Lucy	340 E 104th St	10029
St. Ignatius Loyola	43 E 84th St	10028
St. James	37 St. James Pl	10038
St. Joseph	1 Monroe St	10002
St. Joseph in Greenwich Village	111 Washington Pl	10014
St. Joseph of Yorkville	420 E 87th St	10128
St. Patrick	233 Mott St	10012
St. Stephen of Hungary	408 E 82nd St	10028
Transfiguration	29 Mott St	10013
Dominican Academy	44 E 68th St	10021
St. Agnes Boys H.S.	555 West End Ave	10024
St. Jean Baptiste H.S.	173 E 75th St	10021
St. Michael Academy	425 W 33rd St	10001
St. Vincent Ferrer H.S.	151 E 65th St	10021

REGION # 3: NORTH MANHATTAN

All Saints	52 E 130th St	10037
Annunciation	461 W 131st St	10027
Ascension	220 W 108th St	10025
Blessed Sacrament	147 W 70th St	10023
Corpus Christi	535 W 121st St	10027
Good Shepherd	620 Isham St	10034
Holy Name of Jesus	202 W 97th St	10025
Incarnation	570 W 175th St	10033
Mt. Carmel/Holy Rosary	371 Pleasant Ave	10035
Our Lady of Lourdes	468 W 143rd St	10031
Our Lady Queen of Angels	232 E 113th St	10029
Our Lady Queen of Martyrs	71 Arden St	10040
Resurrection	282 W 151st St	10039
St. Aloysius	223 W 132nd St	10027
St. Ann	314 E 110th St	10029
St. Catherine of Genoa	508 W 153rd St	10031
St. Charles Borromeo	214 W 142nd St	10030
St. Elizabeth	612 W 187th St	10033
St. Gregory the Great	138 W 90th St	10024
St. Joseph of the Holy Family	168 Morningside Ave	10027

St. Jude	433 W 204th St	10034
St. Mark the Evangelist	55 W 138th St	10037
St. Paul	114 E 118th St	10035
St. Rose of Lima	517 W 164th St	10032
Notre Dame School	327 W. 13th St.	10014

REGION # 4: LOWER BRONX

Blessed Sacrament	1160 Beach Ave	10472
Holy Cross	1846 Randall Ave	10473
Holy Family	2169 Blackrock Ave	10472
Immaculate Conception	378 E 151st St	10455
Our Lady of the Assumption	1617 Parkview Ave	10461
Sts. Peter & Paul	838 Brook Ave	10451
St. Anselm	685 Tinton Ave	10455
St. Anthony	1776 Mansion St	10460
St. Athanasius	830 Southern Blvd	10459
St. Benedict	1016 Edison Ave	10465
St. Frances de Chantal	2962 Harding Ave	10465
St. Jerome	222 Alexander Ave	10454
St. John Chrysostom	1144 Hoe Ave	10459
St. John Vianney	2141 Seward Ave	10473

St. Luke	608 E 139th St	10454
St. Pius V	413 E 144th St	10454
St. Theresa	2872 St. Theresa Ave	10461
St. Thomas Aquinas	1909 Daly Ave	10460
Msgr. Scanlan H.S.	915 Hutchinson River Pkwy	10465
St. Pius V. H.S.	500 Courtlandt Ave	10451

REGION # 5: NORTHWEST BRONX

Christ the King	1345 Grand Concourse	10452
Holy Spirit	1960 University Ave	10453
Our Lady of Angels	2865 Claflin Ave	10468
Our Lady of Mercy	2512 Marion Ave	10458
Our Lady of Mt. Carmel	2465 Bathgate Ave	10458
Our Lady of Refuge	2708 Briggs Ave	10458
Sacred Heart	95 W 168th St	10452
St. Angela Merici	266 E 163rd St	10451
St. Ann	3511 Bainbridge Ave	10467
St. Augustine	1176 Franklin Ave	10456
St. Brendan	268 E 207th St	10467
St. Gabriel	590 W 235th St	10463
St. John	3143 Kingsbridge Ave	10463

Our Lady of Victory (Mt. Vernon)	38 North Fifth Ave	10550
Sacred Heart (Mt. Vernon)	71 Sharpe Blvd South	10550
Sacred Heart (Yonkers)	34 Convent Ave	10703
Sts. Peter & Paul (Mt. Vernon)	125 Birch St	10552
St. Ann (Yonkers)	40 Brewster Ave	10701
St. Anthony (Yonkers)	1395 Nepperhan Ave	10703
St. Bartholomew (Yonkers)	278 Saw Mill River Rd	10701
St. Casimir (Yonkers)	259 Nepperhan Ave	10701
St. Denis (Yonkers)	73 Lawrence St	10705
St. Eugene (Yonkers)	707 Tuckahoe Rd	10710
St. John the Baptist (Yonkers)	670 Yonkers Ave	10704
St. Joseph (Bronxville)	30 Meadow Ave	10708
St. Mary (Yonkers)	15 St. Mary St	10701
St. Paul the Apostle (Yonkers)	77 Lee Ave	10705
St. Peter (Yonkers)	204 Hawthorne Ave	10705
Blessed Sacrament/St. Gabriel H.S.(New Rochelle)	24 Shea Pl	10801
Sacred Heart H.S. (Yonkers)	34 Convent Ave	10703

REGION # 8: MID AND UPPER WESTCHESTER

Our Lady of the Assumption (Peekskill)	920 First St	10566
Corpus Christi (Port Chester)	135 South Regent St	10573

Holy Name of Jesus (Valhalla)	2 Broadway	10595
Holy Rosary (Hawthorne)	180 Bradhurst Ave	10532
Holy Rosary (Port Chester)	21-23 Central Ave	10573
Immaculate Conception (Irvington)	16 North Broadway	10533
Immaculate Heart of Mary (Scarsdale)	201 Boulevard	10583
Our Lady of Fatima (Scarsdale)	963 Scarsdale Rd	10583
Our Lady of Mt. Carmel (Elmsford)	59 East Main St	10523
Our Lady of Sorrows (White Plains)	888 Mamaroneck Ave	10605
Resurrection (Rye)	116 Milton Rd	10580
Sacred Heart (Hartsdale)	59 Wilson St	10530
Sts. John & Paul (Larchmont)	280 Weaver St	10538
St. Ann (Ossining)	16 Elizabeth St	10562
St. Anthony (West Harrison)	45 East Gainsborg Ave	10604
St. Augustine (Ossining)	Eagle Park	10562
St. Columbanus (Cortlandt Manor)	122 Oregon Rd	10566
St. Elizabeth Ann Seton (Shrub Oak)	1375 Main St	10588
St. John the Evangelist (White Plains)	146 Hamilton Ave	10601
St. Joseph (Croton Falls)	14 Croton Falls Rd	10519
St. Matthew (Hastings)	Broadway & Villard Ave	10706
St. Patrick (Bedford)	State Rd, Rte 22	10506
St. Patrick (Yorktown Heights)	117 Moseman Rd	10598

St. Pius X (Scarsdale)	85 Palmer Ave	10583
St. Theresa (Briarcliff Manor)	300 Dalmeny Rd	10510
Transfiguration (Tarrytown)	40 Prospect Ave	10591

REGION # 9: WESTERN UPPER COUNTIES (ORANGE, ROCKLAND)

Immaculate Conception (Stony Point)	24 E Main St	10980
Most Precious Blood (Walden)	180 Ulster Ave	12586
Our Lady of Mt. Carmel (Middletown)	205 Wawayanda Ave	10940
Sacred Heart of Jesus (Highland Falls)	7 Cozzens Ave	10928
Sacred Heart (Monroe)	Still Rd, PO Box 656	10950
Sacred Heart/St. Francis of Assisi (Newburgh)	24 South Robinson Ave	12550
Sacred Heart (Suffern)	60 Washington Ave	10901
St. Anthony (Nanuet)	34 West Nyack Rd	10954
St. Augustine (New City)	114 South Main St	10956
St. Catharine (Blauvelt)	517 Western Highway	10913
St. Gregory Barbarigo (Garnerville)	29 Cinder Rd	10923
St. John (Goshen)	77 Murray Ave	10924
St. Joseph (Middletown)	113 Cottage St	10940
St. Joseph (New Windsor)	148 Windsor Highway	12553
St. Joseph (Spring Valley)	245 North Main St	10977
St. Margaret (Pearl River)	33 North Magnolia St	10965

St. Paul (Valley Cottage)	365 Kings Highway	10989
St. Peter (Haverstraw)	21 Ridge St	10927
St. Stephen/St. Edward (Warwick)	75 Sandfordville Rd	10990
St. Thomas of Canterbury (Cornwall)	336 Hudson St	12520
St. Joseph (Florida)	21 Glenmere Ave	10921

**REGION # 10: NORTHERN-EASTERN UPPER COUNTIES
(DUTCHESS, PUTNAM, ULSTER, SULLIVAN)**

Holy Trinity (Poughkeepsie)	20 Springside Ave	12603
Our Lady of Mt. Carmel (Poughkeepsie)	115 Mount Carmel Pl	12601
Regina Coeli (Hyde Park)	Albany Post Rd	12538
St. Augustine (Highland)	35 Phillips Ave	12528
St. Denis/St. Columbia (Hopewell Junction)	PO Box 368, Rte 82	12533
St. James the Apostle (Carmel)	12 Gleneida Ave	10512
St. John the Evangelist (Lake Mahopac)	235 Msgr. O'Brien Blvd	10541
St. Joseph (Kingston)	235 Wall St	12401
St. Joseph (Millbrook)	25 St. Joseph Drive Box 587	12545
St. Lawrence O'Toole (Brewster)	11-13 Eastview Ave	10509
St. Martin de Porres (Poughkeepsie)	38 Cedar Valley Rd	12603
Kingston Catholic (Kingston)	159 Broadway	12401
St. Mary (Fishkill)	100 Jackson St. Box L	12524

G. Have you obtained the appropriate New York State certification? Yes____ No____

If "Yes," What Type?

_____ Provisional/Initial _____ Permanent/Professional

If answer to above is "No," and you are not exempt, will you secure the necessary six (6) credits by September 1, 20____?

Yes _____ No _____

This Agreement is executed in duplicate with a copy delivered to the teacher this day.

SIGNED:

Teacher

Employer School

Street Address

By: _____

Town (or Borough) & Zip

TITLE

Date of Original Tenure: September 1, _____

If tenure was lost and regained, date most recently regained:
September 1, _____

APPENDIX "B-2"

ANNUAL AGREEMENT OF EMPLOYMENT FOR PART-TIME TEACHERS

A. Agreement made this _____ day of _____, 20____ by and between School, hereinafter referred to as the "school," and _____, hereinafter referred to as the "teacher."

B. The teacher is employed in the school according to the following terms and conditions:

1. Definition: Part-time teachers are defined as lay faculty members employed in a member elementary school (s) at least one but less than five days per week as a teacher of Art, Music, Physical Education, Computer Science, Health, Religion or Library Science.

2. Salary: Such teachers are to be paid for each regularly assigned day of teaching according to the following schedule:

A. Non-degreed teachers: \$85

B. Teachers with bachelor's degree or higher degree: \$125

Highest Degree Held by Teacher: _____

Day(s) Worked in This School (circle all that apply):

M - T - W - Th - F

Holiday Pay: Part-time teachers shall be paid only for those days for which they are regularly assigned to work and which they in fact worked, except that they shall also be paid for holidays that occur on a regularly assigned day of work, exclusive of vacations, or recess periods such as Christmas, Midwinter and Easter vacations.

3. Health Insurance: A part-time teacher regularly employed for twenty (20) hours per week or more in member schools of the Association as provided for in Article XXI of this Agreement, may elect to receive health insurance coverage through his/her employing school(s). The school(s) will defray part of the premium in accordance with the following schedule:

WEEKLY TEACHING SCHEDULE	PERCENTAGE OF PREMIUM DEFRAIDED
1 day	20 %
2 days	40 %
3 days	60 %
4 days	80 %
5 days	100 %

The school where the eligible teacher works the greatest number of days per week is usually designated the "carrying school" for billing of health insurance and all other Archdiocesan benefits as described herein. The carrying school adds the part-time teacher to its coverage and it pays the appropriate percentage above. The other school(s) if any, pay the carrying school for their percentages.

The part-time teacher pays any remaining un-defrayed percentages.

4. Pension Plan: A part-time teacher regularly employed for twenty (20) hours per week or more in member school(s) shall be covered under the pension plan as described in Article XXI, Section D.1. of this Agreement.

5. Sick Leave:

- a. A part-time teacher is entitled to one (1) day of sick leave per semester for each day he or she is employed in the school(s).
- b. Unused sick days may be accumulated for use in the school where earned for sick leave only, pro-rated up to a maximum of one hundred five (105) days.
- c. A part-time teacher shall be eligible for short term disability insurance benefits as described in Article XXI, Section A.2. of this Agreement.
- d. A part-time teacher regularly employed for twenty (20) hours per week or more in member school(s) is also covered by the Archdiocesan Long-Term Disability Insurance as described in Article XXI, Section H. of this Agreement.

6. Accidental Death & Dismemberment and Life Insurance: A part-time teacher regularly employed for twenty (20) hours per week or more in member school(s) shall be covered under Article XXI, Section I of this Agreement.

7. A part-time teacher employed for a full school day shall be

entitled to a minimum of a 30 minute duty free lunch period during said school day.

8. Part-time teachers shall be covered by the provisions of Article XXVI (Agency Fee) and Article XXVII (Union Dues/Agency Fee Check Off) of the Collective Bargaining Agreement.
9. This agreement shall be effective as of _____, 20___. This agreement may be cancelled by either party upon five days written notice.
10. Other than as set forth in numbers 1-9 above, no other provisions of the contract between the Association of Catholic Schools and the Federation of Catholic Teachers apply to part-time Teachers.

This agreement is executed in duplicate with a copy delivered to the teacher this day.

SIGNED:

Teacher

Employer School

Street Address

By:

Town (or Borough) & Zip

Title

APPENDIX "C"

PROVISIONS OF ARTICLE VI OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE ARCHDIOCESAN ASSOCIATION OF PARISH ELEMENTARY AND PARISH SECONDARY SCHOOLS AND THE CATHOLIC LAY TEACHER GROUP, INC., DATED FEBRUARY 6, 1970

"A teacher employed at the date of this Agreement (February 6, 1970) in a member high school and who has been granted tenure in writing by his member high school shall be deemed to possess tenure."

"A teacher employed at the date of this Agreement (February 6, 1970) in a member school and who has completed at least ten consecutive full years of teaching in the same member school by September 1, 1969, and who is offered reemployment in writing for the 1970-71 school year in the same member school and who accepts said written offer, shall be granted tenure effective September 1, 1970."

"A teacher employed at the date of this Agreement (February 6, 1970) in a member school and who has completed at least one but less than ten consecutive full years of teaching in the same member school by September 1, 1969, shall be granted tenure effective September 1, 1971, provided:

- (a) He is offered reemployment in writing for the 1971-72 school year in the same member school and he accepts said offer; and
- (b) He has completed at least three consecutive full years of teaching experience in the same member school by the end of the 1970-71 school year."

APPENDIX "D"

Lay Teachers in Parish Elementary Schools

Salary Schedule Effective September 1, 2004 to February 28, 2005

STEP	NON-D	BA	BA+15	BA+30	MA	MA+15	MA+30
1	30,350	32,652	32,942	33,232	33,665	33,955	34,242
2	30,495	33,093	33,382	33,672	34,105	34,395	34,684
3	30,639	33,533	33,822	34,112	34,546	34,834	35,124
4	30,928	33,973	34,263	34,551	34,985	35,274	35,564
5	31,072	34,413	34,702	34,992	35,425	35,715	36,003
6	31,212	35,427	35,716	36,006	36,439	36,728	37,018
7	32,266	36,762	37,052	37,340	37,774	38,063	38,353
8	32,628	37,202	37,493	37,780	38,214	38,504	38,793
9	32,989	37,643	37,932	38,222	38,656	38,945	39,234
10	33,352	38,084	38,372	38,662	39,095	39,385	39,674
11		39,096	39,386	39,674	40,108	40,398	40,687
12		40,071	40,722	41,011	41,444	41,734	42,022
13		40,208	41,177	41,451	41,885	42,174	42,463
14		40,347	41,316	41,906	42,325	42,614	42,904
15		40,485	41,454	42,045	42,765	43,053	43,343
16		40,623	41,593	42,184	43,221	43,495	43,783

Lay Teachers in Parish Elementary Schools

Salary Schedule Effective March 1, 2005 to August 31, 2005

STEP	NON-D	BA	BA+15	BA+30	MA	MA+15	MA+30
1	30,957	33,301	33,597	33,892	34,334	34,630	34,923
2	31,105	33,750	34,045	34,341	34,783	35,078	35,373
3	31,252	34,198	34,494	34,789	35,232	35,526	35,822
4	31,547	34,647	34,943	35,237	35,679	35,975	36,270
5	31,694	35,096	35,390	35,686	36,128	36,423	36,718
6	31,836	36,129	36,424	36,720	37,162	37,457	37,752
7	32,911	37,491	37,787	38,081	38,523	38,819	39,114
8	33,280	37,940	38,236	38,530	38,972	39,267	39,563
9	33,649	38,389	38,684	38,979	39,422	39,717	40,011
10	34,019	38,838	39,132	39,428	39,870	40,165	40,460
11		39,870	40,166	40,460	40,902	41,198	41,493
12		40,866	41,529	41,823	42,265	42,561	42,855
13		41,006	41,993	42,272	42,715	43,009	43,304
14		41,149	42,134	42,736	43,163	43,458	43,754
15		41,289	42,276	42,878	43,611	43,906	44,201
16		41,430	42,418	43,020	44,076	44,355	44,650

Lay Teachers in Parish Elementary Schools

Salary Schedule Effective September 1, 2005 to August 31, 2006

STEP	NON-D	BA	BA+15	BA+30	MA	MA+15	MA+30
1	31,886	34,294	34,599	34,903	35,358	35,663	35,965
2	32,038	34,756	35,060	35,364	35,820	36,124	36,427
3	32,189	35,217	35,521	35,826	36,281	36,585	36,889
4	32,493	35,679	35,983	36,286	36,742	37,046	37,350
5	32,645	36,140	36,443	36,748	37,203	37,507	37,811
6	32,791	37,204	37,508	37,812	38,268	38,571	38,875
7	33,898	38,607	38,911	39,214	39,670	39,974	40,278
8	34,279	39,068	39,374	39,676	40,131	40,436	40,740
9	34,658	39,531	39,834	40,138	40,595	40,898	41,201
10	35,040	39,992	40,295	40,600	41,055	41,359	41,663
11		41,055	41,359	41,662	42,118	42,422	42,726
12		42,082	42,763	43,066	43,522	43,826	44,129
13		42,227	43,241	43,528	43,984	44,288	44,591
14		42,374	43,387	44,005	44,445	44,749	45,053
15		42,520	43,533	44,152	44,906	45,209	45,514
16		42,666	43,680	44,299	45,385	45,672	45,975

Lay Teachers in Parish Elementary Schools

Salary Schedule Effective September 1, 2006 - August 31, 2007

STEP	NON-D	BA	BA+15	BA+30	MA	MA+15	MA+30
1	33,480	35,999	36,318	36,638	37,116	37,436	37,753
2	33,640	36,482	36,802	37,121	37,600	37,919	38,238
3	33,799	36,966	37,285	37,605	38,083	38,402	38,721
4	34,118	37,449	37,769	38,087	38,565	38,885	39,205
5	34,277	37,933	38,251	38,571	39,049	39,368	39,687
6	34,431	39,048	39,368	39,687	40,166	40,484	40,804
7	35,593	40,522	40,842	41,160	41,638	41,958	42,277
8	35,993	41,005	41,326	41,643	42,122	42,441	42,761
9	36,391	41,490	41,808	42,128	42,607	42,926	43,244
10	36,792	41,973	42,292	42,611	43,090	43,409	43,728
11		43,088	43,408	43,726	44,204	44,524	44,843
12		44,170	44,882	45,201	45,679	45,998	46,317
13		44,323	45,382	45,684	46,163	46,482	46,800
14		44,479	45,537	46,184	46,646	46,965	47,285
15		44,632	45,691	46,340	47,129	47,448	47,767
16		44,787	45,847	46,494	47,630	47,932	48,251

APPENDIX "E"**Lay Teachers in Secondary Schools**

Salary Schedule Effective September 1, 2004 - February 28, 2005

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30
1	33,965	34,255	34,544	34,978	35,268	35,555
2	34,544	34,834	35,122	35,555	35,845	36,135
3	35,122	35,411	35,701	36,135	36,423	36,713
4	35,701	35,990	36,279	36,713	37,003	37,290
5	36,279	36,569	36,857	37,290	37,580	37,870
6	37,430	37,720	38,009	38,443	38,731	39,021
7	38,731	39,021	39,310	39,744	40,034	40,322
8	39,310	39,599	39,888	40,322	40,611	40,901
9	39,888	40,178	40,467	40,901	41,190	41,479
10	40,467	40,756	41,046	41,479	41,769	42,057
11	41,618	41,908	42,196	42,630	42,920	43,209
12	42,227	43,209	43,498	43,931	44,221	44,511
13		43,817	44,076	44,511	44,800	45,088
14			44,685	45,088	45,378	45,667
15				45,667	45,956	46,246
16				46,276	46,535	46,823
17					47,143	47,432

Lay Teachers in Secondary Schools

Salary Schedule Effective March 1, 2005 to August 31, 2005

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30
1	34,644	34,940	35,235	35,677	35,973	36,266
2	35,235	35,531	35,824	36,266	36,562	36,857
3	35,824	36,120	36,415	36,857	37,152	37,447
4	36,415	36,709	37,005	37,447	37,743	38,036
5	37,005	37,300	37,594	38,036	38,331	38,627
6	38,179	38,474	38,769	39,212	39,506	39,802
7	39,506	39,802	40,096	40,539	40,835	41,128
8	40,096	40,391	40,686	41,128	41,424	41,719
9	40,686	40,981	41,277	41,719	42,013	42,309
10	41,277	41,571	41,867	42,309	42,604	42,898
11	42,450	42,746	43,040	43,482	43,778	44,073
12	43,072	44,073	44,368	44,810	45,106	45,401
13		44,694	44,958	45,401	45,696	45,990
14			45,579	45,990	46,285	46,581
15				46,581	46,875	47,171
16				47,202	47,466	47,760
17					48,086	48,381

Lay Teachers in Secondary Schools

Salary Schedule Effective September 1, 2005 to August 31, 2006

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30
1	35,684	35,988	36,292	36,748	37,052	37,354
2	36,292	36,597	36,899	37,354	37,659	37,963
3	36,899	37,203	37,507	37,963	38,266	38,571
4	37,507	37,811	38,115	38,571	38,875	39,177
5	38,115	38,419	38,722	39,177	39,481	39,786
6	39,324	39,628	39,933	40,388	40,691	40,996
7	40,691	40,996	41,299	41,755	42,060	42,362
8	41,299	41,603	41,906	42,362	42,666	42,971
9	41,906	42,211	42,515	42,971	43,274	43,578
10	42,515	42,818	43,123	43,578	43,883	44,185
11	43,724	44,028	44,332	44,787	45,091	45,396
12	44,364	45,396	45,699	46,154	46,459	46,763
13		46,034	46,306	46,763	47,067	47,370
14			46,946	47,370	47,674	47,978
15				47,978	48,281	48,586
16				48,618	48,890	49,192
17					49,529	49,832

Lay Teachers in Secondary Schools

Salary Schedule Effective September 1, 2006 - August 31, 2007

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30
1	37,468	37,787	38,107	38,585	38,905	39,222
2	38,107	38,426	38,744	39,222	39,542	39,861
3	38,744	39,063	39,383	39,861	40,180	40,499
4	39,383	39,701	40,021	40,499	40,819	41,136
5	40,021	40,340	40,658	41,136	41,455	41,775
6	41,290	41,610	41,929	42,407	42,726	43,045
7	42,726	43,045	43,364	43,843	44,163	44,480
8	43,364	43,683	44,002	44,480	44,800	45,119
9	44,002	44,321	44,641	45,119	45,438	45,757
10	44,641	44,959	45,279	45,757	46,077	46,394
11	45,910	46,230	46,548	47,026	47,346	47,665
12	46,582	47,665	47,984	48,462	48,782	49,101
13		48,336	48,622	49,101	49,421	49,738
14			49,294	49,738	50,058	50,377
15				50,377	50,696	51,015
16				51,049	51,335	51,652
17					52,005	52,324

APPENDIX "F"

DUES DEDUCTION/AGENCY FEE AUTHORIZATION

I hereby request and authorize my employer, or any other member school of the Association which subsequently employs me during the period this authorization form is in effect, and according to the arrangements agreed upon with the Union, to deduct from my salary and to transmit to the Union the dues/agency fee, as certified by the Union. I hereby waive the right and claim for said monies so deducted and transmitted in accordance with this authorization, and release my employer and any other member school of the Association that subsequently becomes my employer during the period this authorization is in effect, of any liability thereof. This authority shall be irrevocable for a period of one year unless revoked by me in writing to the member school that is my employer at the time of said revocation and to the Union during the thirty (30) day period designated by the Union in its By-Laws.

I hereby authorize the following deduction (please check one) by my employer from my salary:

Union Dues _____ Agency Fees _____

Employee's Signature _____

Date _____

PLEASE NOTE: This is not an application for union membership

APPENDIX "G - 1"

TEACHER OBSERVATION REPORT

School _____

Teacher's Name _____ Date of Visit _____

Subject _____ Room _____ Grade _____

No. of Students _____ Length of Visit _____ Time _____

Name of Observer _____ Title _____

Each item should be marked according to the following scale:

G = Good

I = Improvement Needed

N = Not Observed

U = Unsatisfactory

N.B. If deficiencies are noted in any section, then the basis for said comments must be noted in the space provided at the end of the section (use additional pages if necessary) and constructive suggestions for improvement must be included. All comments are to be of a **FACTUAL** nature.

A. INSTRUCTIONAL PROCESS

1. Utilizes a teacher manual and/or other guides effectively _____
2. Demonstrates sufficient mastery of content _____
3. Makes effective use of varied, appropriate learning materials _____
4. Makes clear, practical demonstrations and/or explanations _____
5. Provides for pupil participation _____
6. Uses logical, purposeful and thought provoking questions _____
7. Provides interesting and adequate reinforcement _____
8. Varies procedures in working with pupils of varying abilities _____
9. Motivates students throughout the lesson _____
10. Provides timely feedback to students' comments and questions _____
11. Where appropriate, effectively incorporates technology _____

N.B. _____

B. EFFECTIVE PLANNING

1. Displays evidence of teacher preparation _____
2. Gives students directions clearly thought out and well stated _____
3. Makes available organized materials for class _____
4. Prepares individual lessons that are part of a sequence in a learning unit _____
5. Provides enrichment _____
6. Is aware of adequate pacing _____
7. Carefully plans pupil assignments _____
8. Prepares assessment tools and techniques based on learning standards _____

N.B. _____

C. PUPIL - TEACHER RELATIONSHIP

1. Maintains pupil interest and attention _____
2. Works constructively with individuals or groups _____
3. Manages routine so as to avoid confusion _____
4. Exhibits poise, voice control and tact _____
5. Makes positive and supportive statements to pupils _____
6. Maintains a friendly and respectful teacher pupil relationship _____
7. Enforces classroom and school rules and procedures _____

N.B. _____

D. CLASSROOM ENVIRONMENT

1. Classroom arrangement is organized and attractive _____
2. Bulletin boards and displays have teaching value _____
3. Teacher is aware of proper heat, light, and ventilation _____
4. Encourages pupil behavior conducive to a productive and orderly environment _____

N.B. _____

E. COMMENDABLE FEATURES OF LESSON

F. SUGGESTIONS FOR GROWTH

G. SIGNATURES

A teacher's signature merely indicates that s/he has seen this observation report and received a copy before its placement in the performance file.

Observer's Signature

Teacher's Signature

Date Presented

Date of Return

A teacher may opt to attach a separate rebuttal or add additional comments to this report. Check here if there is an attachment: _____

Upon request within 5 days of receipt of this report, the teacher shall be entitled to a post-evaluation conference with the observer prior to the teacher signing this report.

APPENDIX "G-2"

**ARCHDIOCESE OF NEW YORK
SUPERINTENDENT OF SCHOOLS**

ANNUAL PROFESSIONAL PERFORMANCE APPRAISAL

School Year ____ to ____

85

Teacher	FT/PT	Grade/Subject	Degree/Step
School/Address	Date Hired	Years Teaching (all schools)	

This form summarizes the teacher's performance for the entire year and includes the results of formal and informal observations, as well as an appraisal of non-instructional tasks up to and including end-of-year obligations.

(This section is to be completed for review at the time of signing contracts.)

ITEMS

RATING

THE TEACHER AS PROMOTER OF THE AIMS OF CATHOLIC SCHOOLS

(Check the appropriate blank at the right)

The teacher accepts as the philosophy of Catholic education, the threefold mission of proclaiming the message of Christ, developing faith community, and participating in the service of the Church.

As evidence of this acceptance, the teacher:

1. Acknowledges and respects the daily religion class as the primary means of proclaiming the Christian message.

2. Witnesses to Catholic values in all interactions with members of the school community.

3. Utilizes other content areas as means of proclaiming the Christian message.

4. Provides/accepts opportunities for daily classroom prayer.

5. Prepares students to participate with reverence and understanding in the liturgical life of the Church.

6. Participates in the liturgical life of the school.

Always

Almost Always

Sometimes

Seldom

N.A.

1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____

ITEMS**RATING**

Always

Almost Always

Sometimes

Seldom

N.A.

7. Provides/accepts opportunities for service activities that enable students to express their religious commitment.

7. _____

Specify: _____

8. Participates in the Archdiocesan Catechist Formation Program.

8. Yes _____ No _____

THE TEACHER AS A PROFESSIONAL

As evidenced of general teaching ability, the teacher

9. Demonstrates knowledge of subject matter for grade and subject

9. _____

10. Uses standardized tests and other data for individual and group programs.

10. _____

ITEMS

RATING

Always

Almost Always

Sometimes

Seldom

N.A.

11. Plans and executes lessons according to NYS standards and Archdiocesan curriculum guides.

11. _____

12. Executes lessons to include:

- a. instruction
- b. reinforcement
- c. remediation
- d. enrichment
- e. independent activities
- f. adequate and varied assessment
- g. use of technology

12a. _____

12b. _____

12c. _____

12d. _____

12e. _____

12f. _____

12g. _____

13. Maintains effective classroom discipline.

13. _____

ITEMS

RATING

As evidence of accepting record keeping and non-instructional responsibilities,
the teacher

Always

Almost Always

Sometimes

Seldom

N.A.

14. Maintains a clean and attractive classroom conducive to learning.

14. _____

15. Fulfills supervisory tasks.

15. _____

16. Accomplishes required non-instructional tasks.

16. _____

17. Communicates effectively with parents.

17. _____

18. Works cooperatively with staff members to achieve school's goals.

18. _____

As evidence of on-going professional development, the teacher

19. Cooperates with supervisory personnel.

19. _____

20. Please list any in-service workshops attended or presented, courses taken or taught, any other professional development activities.

Catechist Formation Program - Circle: Level One: Yes - No

If No, number of hours earned this year _____

Circle: Level Two: Yes - No

If No, number of hours earned this year _____

Other Professional Activities

Date

Location

<u>Other Professional Activities</u>	<u>Date</u>	<u>Location</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

06

21. Formal Classroom Evaluation:

Date: _____ From _____ To _____

Date: _____ From _____ To _____

Date: _____ From _____ To _____

Refer to Article VIII of FCT-ACS Agreement

22. Additional Comments: _____

Evaluator: _____ Date: _____

Teacher: _____ Date: _____

The teacher's signature indicates only that the teacher has seen this form and discussed it with the principal. It signifies neither agreement nor disagreement with the appraisal. The teacher has the right to respond in writing within 10 days of the conference held to discuss this appraisal. A copy of any response will be filed with the teacher's performance file.

23. Date of Evaluator/Teacher Conference to discuss this appraisal: _____

(This section is to be completed at the close of the school year.)

24. Completes promptly and accurately:

- a. Attendance Register
- b. Plan Book
- c. Mark Book
- d. Report Cards
- e. Record Cards

- 24a. _____
- b. _____
- c. _____
- d. _____
- e. _____

APPENDIX "I"
SICK LEAVE RECORD

Teacher's Name _____ Date Employed: _____
(month/year)

Teacher's Annual Salary: \$ _____ Daily Rate: \$ _____
Annual/180

- _____ A. Sick days earned/accumulated as of **June**, _____. If first hired in 9/____ or later, write "0."
- _____ B. Sick days entitled to for 20__ - 20__. (N.B.: Eligible for 10 as of opening day; if hired after opening day, then eligible for 1 day per month as of the date employed.)
- _____ C. Total sick days available as 9/20____ (Add A + B).

Sick Days Used & Paid During ____ - ____ . **Please insert dates:**

1__ 2__ 3__ 4__ 5__ 6__ 7__ 8__ 9__ 10__
 11__ 12__ 13__ 14__ 15__ 16__ 17__ 18__ 19__
 20__ 21__ 22__ 23__ 24__ 25__ 26__ 27__ 28__
 29__ 30__ 31__ 32__ 33__ 34__ 35__ 36__ 37__
 38__ 39__ 40__ 41__ 42__ 43__ 44__ 45__ 46__
 47__ 48__ 49__ 50__ 51__ 52__ 53__ 54__ 55__
 56__ 57__ 58__ 59__ 60__ 61__ 62__ 63__ 64__
 65__ 66__ 67__ 68__ 69__ 70__ 71__ 72__ 73__
 74__ 75__ 76__ 77__ 78__ 79__ 80__ 81__ 82__
 83__ 84__ 85__ 86__ 87__ 88__ 89__ 90__ 91__
 92__ 93__ 94__ 95__ 96__ 97__ 98__ 99__ 100__
 101__ 102__ 103__ 104__ 105__ 106__ 107__ 108__
 109__ 110__ 111__ 112__ 113__ 114__ 115__ 116__
 117__ 118__ 119__ 120__ 121__ 122__ 123__ 124__
 125__ 126__ 127__ 128__ 129__ 130__

- _____ D. Total sick days used/paid during 20____ - 20____.
- _____ E. Day allotted to community sick bank (Enter "1" or "0").

_____ F. Total sick days accumulated as of June, 20____. (Line
C minus Lines D & E; however, as of June 1999,
remainder cannot be greater than 130.)

Teacher's Signature

Date

Principal's Signature

Date

**The Federation of Catholic Teachers
2153 Richmond Avenue, Suite B-101
Staten Island, New York 10314
(718) 370-0081/(800) 280-8610
Fax (718) 370-0821**

**Association of Catholic Schools
1011 First Avenue
New York, New York 10022**