

1 **AGREEMENT**

2 **PREAMBLE**

3 This AGREEMENT, made and entered into at Cleveland, Ohio  
4 this 7<sup>th</sup> day of June, 2005 by and between the Office of Catholic  
5 Education, Catholic Diocese of Cleveland (hereinafter sometimes  
6 referred to as OCE) and the Cleveland High School and Academy  
7 Lay Teachers Association (hereinafter sometimes referred to  
8 simply as CHALTA).

9 **RECOGNITION OF CHALTA**

10 WHEREAS, OCE is willing to discuss and dispose of certain  
11 concerns which have arisen between teachers and various  
12 secondary diocesan schools, with CHALTA as the representative  
13 of the secondary lay teachers who have signed the secondary lay  
14 teacher agreement (Appendix A or Appendix B) in diocesan high  
15 schools in the Diocese of Cleveland, all as hereinafter set out:

16 **AGREEMENT**

17 NOW, THEREFORE, in consideration of these premises, of the  
18 mutual covenants, promises, representations, and conditions and  
19 the performance of the acts and matters to be accomplished as  
20 herein provided, the parties agree as follows:

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**ARTICLE I  
COVERAGE**

This instrument constitutes the entire AGREEMENT between the parties hereto and the terms hereof shall govern and control the employment of lay teachers who have signed the secondary lay teacher agreement (Appendix A or Appendix B) in schools of the Diocese of Cleveland, which shall include:

1. Cleveland Central Catholic High School
2. Elyria Catholic High School
3. Holy Name High School
4. Lake Catholic High School
5. St. Peter Chanel High School
6. Villa Angela-Saint Joseph High School

**DATES OF CONTRACT**

This AGREEMENT when executed by the authorized representatives of CHALTA and the OCE shall take effect as of August 16, 2005, and continue in effect for a period of three (3) years until August 15, 2008. Should the parties of the AGREEMENT still be negotiating the terms of a new agreement on August 15, 2008, the provisions of this AGREEMENT will continue in effect until a settlement is made.

**DIALOGUE**

CHALTA, the OCE, and the diocesan principals agree to engage in ongoing dialogue about mutual concerns. The Rep will initiate all

46 discussion at the local level; unresolved issues will be put into  
47 writing and forwarded to the President of CHALTA and the  
48 Office of Catholic Education to be discussed in dialogue.

49 **REOPENER FOR NEGOTIATIONS**

50 No later than November first of the year preceding the expiration  
51 of the current AGREEMENT, either party may notify, in writing,  
52 the other of the intent to reopen negotiations. In the absence of  
53 such notice, the full force and effect of the current AGREEMENT  
54 will mutually continue for one full year at a time, and is  
55 reopenable at each subsequent November first.

56 **ARTICLE II**  
57 **TEACHER CONTRACTS**

58 **TEACHERS COVERED**

59 It is covenanted and agreed between the parties that all of the  
60 secondary school lay teachers (hereafter referred to as “teacher”)  
61 who sign the Secondary Lay Teacher Agreement (Appendix A or  
62 Appendix B) at the diocesan high schools enumerated in Article I  
63 shall be included in and covered by the terms of this agreement.

64 **TYPES OF CONTRACTS**

65 There are three kinds of individual teacher contracts:

- 66 1. a limited contract (attached hereto as Appendix A) for one  
67 year which can be renewed from year to year by the OCE;
- 68 2. a continuing contract (attached hereto as Appendix B)  
69 which is automatically renewed from year to year until the

70 teacher resigns or becomes subject to the conditions of Article  
71 IV for termination of a continuing contract or Article XV on  
72 Displacement;

73 3. a supplemental contract (attached hereto as Appendix C)  
74 which is a form of limited contract but for the performance  
75 of some extra duty or extracurricular or co-curricular  
76 assignment.

77 A limited contract, as defined above, in form as shown in  
78 Appendix A, attached hereto and made part of this  
79 AGREEMENT, shall be entered into by a newly hired teacher and  
80 the Office of Catholic Education. A teacher on limited contract  
81 shall be offered the appropriate contract on or before April 15 of  
82 the current year if the teacher's contract is to be renewed. If a  
83 teacher is not to be granted a limited contract for the coming year,  
84 the principal must so notify the teacher in writing by April 15.

85 A continuing contract, attached hereto and made part of this  
86 AGREEMENT, shall be offered to a teacher who meets the  
87 qualifications and is approved for a continuing contract as set  
88 forth in Article IV. Each year, on or before April 15, a continuing  
89 contract teacher will receive an updated form of the contract as  
90 shown in Appendix B, with the appropriate salary step on the  
91 salary scale and years of service.

92 Both limited and continuing contract teachers will sign and return  
93 the contract within five (5) working days to the principal. A copy  
94 of the contract, signed by the representative of the OCE, shall be  
95 returned to the teacher on or before May 15.

96           **TEACHER TERMINATION OF CONTRACT**

97           A teacher may terminate his/her contract any time after the closing  
98           of the school year up to July 16, with written notice to the principal  
99           of the school and to the superintendent. Request for termination after  
100          July 16 should be in writing to the superintendent. A copy of the  
101          request must be submitted concurrently to the principal of the school.  
102          No teacher may terminate a contract after July 16 or during the  
103          school year without the written consent (given good and sufficient  
104          reason) of the superintendent.

105          **COPY TO PROSPECTIVE TEACHER**

106          A copy of the CHALTA-OCE AGREEMENT and salary scale shall  
107          be presented to a prospective teacher prior to the actual signing of  
108          the individual contract.

109          **BASIS OF EMPLOYMENT AND NON-DISCRIMINATION**

110          The employment of a teacher shall be based upon professional  
111          qualifications for the position open and his/her commitment to the  
112          Gospel values, the philosophy of Catholic Education of the Diocese  
113          of Cleveland, and the philosophy and mission of the  
114          individual school. Employment and the other provisions of the  
115          AGREEMENT shall in no way be denied or limited because of a  
116          person's race, color, national origin, sex, age, a qualified handicap, or  
117          religion (except where relevant by reason of the teacher's duties or  
118          the philosophy and setting of Catholic education).

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**ARTICLE III**  
**CHALTA ACTIVITIES**

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**COMMUNICATIONS OF CHALTA**

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The CHALTA representatives in each school shall have the right to communicate with teachers in that school about CHALTA business. This right shall include the distribution of literature according to the established communications procedure in that school and the conducting of meetings on school premises providing this does not interfere with scheduled instructional time or duties, and proper arrangements have been made with the administration for the time and place of the meeting.

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**DUES**

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The CHALTA dues will be deducted from the pay of each member who signs an authorization card by September 15th of each school year. Deductions will begin with the September 30<sup>th</sup> pay.

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A service fee will be charged to non-Association members which is equal to the Association dues: 50% will go to CHALTA, 50% will go to the individual's school Endowment Fund.

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Those who religiously and/or philosophically oppose will have all 100% go to the individual's school Endowment Fund.

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## **ARTICLE IV CONTINUING CONTRACT**

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### **QUALIFICATIONS**

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A continuing contract may be granted to each lay educator employed in diocesan secondary schools providing the teacher meets the following criteria:

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1. Possession of an eight (8) year Ohio Professional Certificate, or its Diocese of Cleveland religious education equivalent, or an Ohio Professional License and a Master's Degree in Education, in an area of licensure, or in another curricular area;
2. Prior to application, three (3) full years of full-time successful employment in an area of certification in a diocesan owned high school, one (1) full year of which must be in the school in which the applicant is presently teaching;
3. Recommendation of the principal of the school in which the applicant is presently teaching.

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### **APPLICATION**

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Each teacher who claims eligibility for a continuing contract must file an application for a continuing contract with the principal at the time the limited contract is offered. The application, along with the principal's recommendation, will be forwarded to the superintendent. The superintendent must act upon this application and notify the teacher of the decision by June 15th.

163           **RIGHT OF APPEAL**

164           In the event a continuing contract is not granted, the teacher who  
165           has claimed eligibility for such should attempt to resolve the issue  
166           first with the principal and then with the superintendent or his/her  
167           delegate, who has the final power to grant a contract. A decision  
168           shall be rendered by September 30th.

169           **PROCESS FOR TERMINATION**

170           If a teacher who possesses a continuing contract fails to perform  
171           his/her obligations under the contract in a satisfactory manner as  
172           documented by the evaluation process, the principal will inform  
173           the teacher of his/her intention to initiate the termination process.  
174           The principal must notify the teacher in writing by February 1st of  
175           the decision to terminate and the reasons therefore. Within ten  
176           (10) working days after receiving notification, the teacher may  
177           give notice by certified mail to the principal, the superintendent or  
178           his/her designee, and the CHALTA president of his/her intention  
179           to initiate arbitration.

180           Within fifteen (15) working days upon receipt of the letter of  
181           intent, the CHALTA president or his/her designee and the  
182           superintendent or his/her designee shall meet and select an  
183           arbitrator from a list provided by the American Arbitration  
184           Association according to its rules and regulations, unless both  
185           parties agree to use another agent or individual.

186           The arbitrator shall hear and determine the case presented and  
187           conclude the matter within one (1) month. Any matter submitted

188 to arbitration as herein provided shall be conclusive and binding for  
189 both parties involved in the arbitration process. The cost of  
190 arbitration will be assumed by the party against whom the arbitrator  
191 rules, or the party withdrawing the arbitration request.

## 192 **CONTINUING CONTRACT TO THE SYSTEM**

193 It is covenanted and agreed between the parties that the continuing  
194 contract as herein defined shall be granted for diocesan high schools  
195 and not to any individual high school or to the high school at which  
196 the teacher may have earned his/her continuing contract.

## 197 **ARTICLE V** 198 **WORKING CONDITIONS**

### 199 **RESPONSIBILITY: TRADITIONAL SCHEDULE**

200 The normal weekly work schedule of a teacher will be twenty-five  
201 (25) periods of subject matter classes. In addition, the normal  
202 weekly work schedule will include five (5) periods of supervisory  
203 assignments. A teacher has the option, if asked, to teach a subject  
204 matter class instead of the five (5) period supervisory assignment. In  
205 no case, however, is the weekly schedule to exceed more than thirty  
206 (30) periods.

### 207 **NOTICE OF RESPONSIBILITY**

208 On or before June 15, a teacher shall be notified in writing of his/her  
209 tentative teaching responsibilities for the coming year.

210 **NUMBER OF PREPARATIONS: TRADITIONAL SCHEDULE**

211 The norm established for teacher preparations is three (3) subject  
212 matter preparations per semester (separate title and text);  
213 however, when situations such as school size or academic  
214 program dictate, the principal has the right to assign the teacher an  
215 additional preparation beyond the three (3). After discussing  
216 options and compensations, a written agreement (Appendix D)  
217 describing the extra preparation and the agreed upon  
218 compensation, will be appended to and made part of the teacher's  
219 individual contract and may or may not be made concurrently  
220 with the execution of said contract.

221 **RESPONSIBILITY: BLOCK SCHEDULE**

222 The normal weekly work schedule of a teacher will be a  
223 maximum of 1,200 minutes of subject matter classes. In addition,  
224 the normal weekly schedule will include a maximum of 300  
225 minutes of supervisory assignments. A teacher has the option, if  
226 asked, to teach a subject matter class instead of the supervisory  
227 assignment. In no case, however, is the weekly schedule to exceed  
228 1,500 minutes of responsibility.

229 **NUMBER OF PREPARATIONS: BLOCK SCHEDULE**

230 In a block schedule, a teacher will not be assigned more than four  
231 (4) preparations (separate title and text) per year. If the teacher  
232 agrees to take an additional preparation, mutually acceptable  
233 compensation will be determined by the teacher and the principal  
234 (see Appendix D).

235           **LUNCH AND PREPARATION PERIODS**

236           The work schedule of each teacher shall provide a daily lunch  
237           period equal in length to that provided for students for their own  
238           lunch period. Each teacher is entitled to a professional/preparation  
239           period exclusive of substitution of at least forty (40) minutes per  
240           day, set aside during the time required for students to attend  
241           school.    If the exigencies of the school's schedule so demand,  
242           this period may be divided into two (2) segments or transferred to  
243           another day of the same week.

244           Each teacher is expected to make himself/herself available to  
245           students and parents for individual conference sessions outside the  
246           class time at the mutual convenience of the parties involved.

247           **SUBSTITUTIONS**

248           When a teacher is requested by the administration to substitute for  
249           an absent teacher, the teacher may discuss his/her circumstances  
250           and/or plans for the day with the administrator.  If, however, in  
251           the judgment of the administration, circumstances dictate that the  
252           substitution takes precedence over the teacher's plans, the teacher  
253           may not refuse the substitution that has been requested.

254           When it becomes necessary for a principal to assign teachers to  
255           substitute for an absent teacher, such assignments will be  
256           distributed among the staff as equitably as possible.  An equitable  
257           system of substitutions shall be developed at each school and  
258           published in the handbook.

259           **LENGTH OF WORK DAY START HERE**

260           The length of the work day will be 7 1/2 hours. However, under  
261           special circumstances, it shall be the right of the administrator to  
262           extend this time when he/she deems necessary.

263                           **ARTICLE VI**  
264                           **GRIEVANCE**

265           **REPRESENTATION**

266           Any teacher must be given written notification that he/she is to meet  
267           with the principal and/or any other representative of the OCE to  
268           discuss the possibility of dismissal or suspension without pay. That  
269           teacher shall be entitled to be accompanied by the CHALTA  
270           representative assigned to that teacher's school. In the event that  
271           such CHALTA representative is unavailable, the teacher shall be  
272           entitled to be accompanied by another available CHALTA  
273           representative. The representative shall act as a witness only and  
274           shall not participate in the meeting.

275           Termination of a limited contract teacher or a continuing contract  
276           teacher prior to the end of the school year is deemed a dismissal  
277           under this Agreement. A teacher may grieve the decision to dismiss  
278           or suspend without pay.

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## **GRIEVANCE PROCEDURE**

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### **DEFINITION**

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A grievance is a complaint that there has been a violation,

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misinterpretation, misapplication, or improper application of any

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provision of the AGREEMENT. A grievant is the person(s) filing

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the grievance. In contractual matters affecting CHALTA as an

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organization, CHALTA has the right to file a grievance.

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### **LEVEL I (INFORMAL)**

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If a teacher believes there is a basis for a grievance, the teacher

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must first discuss the matter with his/her principal in an effort to

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resolve the problem informally. This discussion must take place

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within six (6) working days of the day of the matter that caused the

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possible grievance. The first working day following the matter will

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be considered day one.

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### **LEVEL II (FORMAL)**

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If the grievant is not satisfied with the results of Level I or is unable

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for cause beyond his/her control to discuss the matter with his/her

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principal within six working days, he/she may begin the formal

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grievance procedure. The grievant shall file a Grievance Report

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Form (Appendix G) with the principal and CHALTA representative

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within ten days of the matter that caused the possible grievance.

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The written report shall state the section of the contract under which

301 relief is sought and the remedy which is sought. Within five  
302 working days of filing the report, the grievant, principal and  
303 CHALTA representative shall meet in order to reach a resolution.  
304 The decision reached at this meeting will be recorded in Level II of  
305 the Grievance Report Form and will be signed by both parties.

306 **LEVEL III (FORMAL)**

307 If the grievant is not satisfied with the results of Level II, within  
308 five working days he/she may continue the formal grievance  
309 process by submitting the Grievance Report Form (Appendix G) to  
310 the Superintendent and the President of CHALTA. Within ten  
311 working days of receipt of the form, the Superintendent (or  
312 designee) shall conduct a hearing with the grievant, the Principal  
313 and the President of CHALTA (or designee) and make a written  
314 decision. The decision reached at this meeting will be recorded in  
315 Level III of the Grievance Report Form and will be signed by all  
316 parties.

317 **LEVEL IV (FORMAL)**

318 In the event the parties are not able to resolve a grievance at Level  
319 III, then the CHALTA Executive Board has the exclusive right to  
320 submit the grievance to arbitration. Such submission shall take  
321 place no later than thirty (30) days after CHALTA's receipt of the  
322 decision at Level III. Within fifteen (15) working days of the  
323 submission of the grievance to arbitration, the CHALTA president

324 or his/her designee and the Superintendent or his/her designee shall  
325 meet and select an arbitrator from a list provided by the American  
326 Arbitration Association according to its Labor Arbitration Rules, as  
327 amended May 1, 2004, and as may be amended thereafter, unless  
328 both parties agree to use another agent or individual.

329 Any matter submitted to arbitration as herein provided shall be  
330 conclusive and binding for both parties involved in the arbitration  
331 process. The arbitrator's authority shall be only to decide the  
332 grievance as defined herein and shall not have the authority to add  
333 to, subtract from, or modify the terms of the AGREEMENT. The  
334 cost of the arbitrator will be assumed by the party against whom the  
335 arbitrator rules or the party withdrawing the arbitration request;  
336 however, if the arbitrator finds either side has acted in bad faith in  
337 either prosecuting or defending the grievance, the arbitrator may  
338 require that party to pay the full costs of the arbitration, and/or the  
339 other party's legal fees.

340 **DEFAULT**

341 Failure on the part of either party to abide by any of the specified  
342 time limits shall render an unfavorable decision on the part of the  
343 party in violation of the time limits. Waiving of the time limits  
344 can be mutually agreed upon but only in emergencies. Such  
345 waiver shall be in written form.

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**SEPARATE FILING OF GRIEVANCE RECORD**

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All documents, communications, and records dealing with the

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process of grievance will be filed separately from the personnel

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files of the participants.

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**ARTICLE VII**

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**TRANSFER**

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Teachers are hired and employed by the OCE. A teacher being

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transferred or transferring between diocesan high schools shall not

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suffer any loss of rights or accrued benefits under this

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AGREEMENT, including the right to a continuing contract, if

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he/she possesses one, or a loss in salary based on years of

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experience and academic credits.

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**ARTICLE VIII**

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**SALARY AND BENEFITS**

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**SALARY**

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Each teacher covered by this AGREEMENT shall receive a salary

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for the school year 2005-2006 pursuant to the salary schedule as set

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out in "Appendix E" attached hereto and made a part of this

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AGREEMENT. Each teacher so covered shall receive a salary for

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the school year 2005-2006 pursuant to the salary schedule as set out

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in "Appendix E" attached hereto and made a part of this

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AGREEMENT. Likewise each teacher so covered shall receive a

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salary for the school years 2006-2008 pursuant to the salary schedule

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to be agreed upon for each year of this AGREEMENT.

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Teachers will be hired according to the agreed upon salary schedule

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in the CHALTA-OCE AGREEMENT. They will be hired on the

372 step that is congruent with their experience in junior and senior high  
373 school education (grades 7-12) or elementary education (grades K-6)  
374 with appropriate secondary certification, up to ten (10) years.

### 375 **RATIO INDEX**

376 The teacher's salary shall be computed in accordance with the  
377 teacher's years of experience and level of education, as these factors  
378 are determined from the ratio index shown in "Appendix E" attached  
379 hereto and made a part of this AGREEMENT.

### 380 **HOSPITALIZATION**

381 Each teacher covered by this AGREEMENT, namely full-time  
382 teachers in diocesan schools, including those who may work in

383 more than one building, shall be provided with individual and family  
384 hospitalization and dental insurance. The coverage is based on the  
385 Diocesan Summary Plan. OCE and employees will share costs  
386 for health care premiums for hospitalization and dental coverage at  
387 a rate of 87% OCE and 13% employee (2005-2008). If, in the event  
388 of a change in health care provider, CHALTA wishes to reopen the  
389 issue of sharing costs for health care premiums, OCE will have the  
390 option of reopening the salary schedule.

### 391 **OPTICAL**

392 Optical insurance will be provided for each teacher who does not  
393 have such coverage in his/her health plan. The OCE reserves the  
394 right to change carriers if it deems necessary after prior consultation  
395 with CHALTA.

396           **SPECIAL PRESCRIPTION FUND**

397           Each school will set aside \$125 (individual coverage) or \$250 (family  
398           coverage) for each full-time teacher in a special fund for the 2005-  
399           2006 and 2007-2008 school years. The primary purpose of this  
400           special fund will be to provide teachers with reimbursement of their  
401           prescription co-pay with a maximum of \$125 (individual coverage) or  
402           \$250 (family coverage).

403           From this special fund the school will pay up to \$125 (individual  
404           coverage) or \$250 (family coverage) to cover the co-pay for each  
405           teacher or his/her family.

406           Coverage for August 16, 2006 – August 15, 2007 is \$75.00  
407           (individual coverage) and \$150.00 (family coverage).

408           Employees will have up to the last working day in January to claim  
409           reimbursements for the previous calendar year. All claims after this  
410           date will be deducted from the present year.

411           Any money left in this Special Prescription Fund will be returned to  
412           the General Fund of the school.

413           **LONG TERM DISABILITY**

414           The OCE will provide long-term disability insurance for each full  
415           time teacher.

416           **PENSION**

417           A teacher may join an annuity program and use payroll deduction  
418           anytime during the first year of employment. After one (1) year of  
419           service in a diocesan high school, a teacher is eligible to participate  
420           in one of the pension plans sponsored by the OCE. The school will  
421           contribute 5.5% (2005-8) of the teaching salary, provided the  
422           teacher contributes at least an equal share to his/her own individual

423 retirement account. The amount contributed by the school will vest  
424 at a rate of 20% per year. The vesting begins with the start of the  
425 diocesan contribution and the teacher will reach 100% vesting at the  
426 end of 5 years of diocesan contributions.

#### 427 **TUITION**

428 Tuition will be exempted for children of diocesan high school  
429 teachers, provided that the children are enrolled in a diocesan high  
430 school as enumerated in Article I of the AGREEMENT. A child is  
431 defined as one for whom the teacher has legal and fiscal  
432 responsibility. This exemption does not include any books, fees, or  
433 other incidental expenses.

#### 434 **EFFECT OF DISABILITY OR DEATH ON TUITION**

435 In the event that a teacher becomes permanently disabled so that  
436 he/she can no longer teach, or retires, and in either case still has  
437 children, these children shall be entitled to tuition exemption in a  
438 diocesan high school as provided in ARTICLE VIII for employed  
439 secondary teachers. In the event a teacher dies leaving children,  
440 the exemption shall apply, as long as the surviving spouse  
441 remains unmarried.

#### 442 **MID-YEAR HIRING**

443 From the effective date of this AGREEMENT, any teacher hired  
444 at mid-year shall be advanced to the next step at the beginning of  
445 each successive year.

#### 446 **SEVERANCE PAY**

447 When a teacher leaves the employ of the OCE by notification  
448 prior to July 16, the school shall issue severance pay as follows:

- 449           1. a teacher with between ten (10) and fifteen (15) years of  
450           continuous service in a diocesan high school will be  
451           issued one-half (1/2) month's salary;
- 452           2. a teacher with between sixteen (16) and twenty-five  
453           (25) years of continuous service in a diocesan high  
454           school will be issued one (1) month's salary;
- 455           3. a teacher with more than twenty-five (25) years of  
456           continuous service in a diocesan high school will be  
457           issued two (2) month's salary.

458           Severance pay will be paid over six (6) months beginning  
459           September 15.

460           In the case of employee death, the above severance pay policy  
461           will be followed as a death benefit.

## 462           **RETIREMENT AND HOSPITALIZATION**

463           When a teacher who has served in a diocesan high school over  
464           twenty (20) years and is over fifty (50) years of age retires, he/she  
465           must notify the superintendent and principal by April 30 of the  
466           current academic year. He/she may choose to participate in the  
467           hospitalization and other health insurance plan made available by  
468           the OCE at his/her own expense. Reimbursement will be made  
469           for unused Paid Days Off at a rate of twenty dollars (\$20.00) per  
470           diem up to one hundred ninety (190) days, payable as part of the  
471           severance pay as listed above.

## 472           **TRAVEL EXPENSE**

473           During the normal course of the school day, any teacher traveling  
474           between campuses of the same diocesan school or between two

475 diocesan schools in order to perform his/her contract duties shall  
476 be reimbursed at the current IRS rate for travel reimbursement.  
477 Payment will be made as provided in a supplemental contract.

478 **ARTICLE IX**  
479 **SCHOOL CALENDAR**

480 The school year calendar is made up of instructional days and  
481 non-instructional days. The number of instructional days provided  
482 by the OCE for diocesan high schools shall be the same number  
483 as is required by law for instructional days in the local public  
484 school districts.

485 **190 DAYS**

486 The OCE may require each teacher to be present at not more than  
487 eight (8) non-instructional days. A non-instructional day is an  
488 event designated as part of the school year calendar. In no case  
489 shall the total of instructional and non-instructional days exceed  
490 one hundred-ninety (190) days. The principal, with faculty input,  
491 will establish days requiring teacher attendance. Those days  
492 requiring teacher attendance may include graduation,  
493 Baccalaureate, Open House, Meet the Faculty, faculty opening  
494 day, faculty closing day, freshman registration, or freshman  
495 testing. The balance of the 190 days may be scheduled to meet  
496 the needs of the school. Each teacher is expected to participate in  
497 development, fundraising, and/or recruitment beyond the normal  
498 school day, as mutually agreed to by the principal and the teacher  
499 as part of this non-instructional time. Should the number of days  
500 referred to above be legally changed within the life of this

501 AGREEMENT, this clause will be renegotiated in light of such  
502 change.

503 **ARTICLE X**  
504 **LEAVE**

505 **PAID DAYS OFF**

506 Teachers shall be entitled to sixteen (16) Paid Days Off within an  
507 academic year. These days will be designated as ten (10) sick  
508 days, three (3) professional days, and three (3) personal days.  
509 Those days will be earned at the rate of one Paid Day Off for  
510 every ten (10) days worked beginning August 16 until all sixteen  
511 (16) days are accounted for. At the end of each academic year the  
512 unused days will accrue to a maximum of one hundred ninety  
513 (190) days.

514 For other than illness of the teacher or a member of his/her  
515 immediate family the teacher must submit a Written Request for  
516 Absence at least seventy-two (72) hours in advance except in an  
517 emergency situation and must receive the principal's written  
518 approval in order for those days to qualify as a Paid Day Off.

519 **ADVANCED REQUEST FOR LEAVE**

520 When such situations can be foreseen, a request for leave must  
521 be made to the principal, in writing, well in advance of the event.  
522 For the sake of the teacher's privacy, no specific reason need be  
523 given verbally or in writing when requesting personal leave.

524 **PROFESSIONAL LEAVE**

525 Teachers are entitled to leave with pay for up to three (3) days, to  
526 attend approved professional meetings and conferences.  
527 Approval must be granted in advance by the principal. A request  
528 for additional professional leave must be submitted to the  
529 Superintendent in writing and will be considered as unpaid days  
530 off. Teachers may not substitute sick leave for extended  
531 professional leave.

532 **ACCUMULATION**

533 Unused portions of the sixteen paid days off may be accumulated  
534 not to exceed one hundred ninety (190) days. Teachers who may  
535 be absent due to illness continue to accumulate Paid Days Off as  
536 long as they remain in pay status. Annually the teacher will be  
537 notified of accumulated Paid Days Off. It is understood that this  
538 information is to be kept in each teacher's personnel file.

539 **MEDICAL CERTIFICATE**

540 If sick days exceed five (5) consecutive days, the principal may  
541 require a medical certificate indicating the expected time of  
542 return. If the teacher is still unable to return by the time indicated  
543 on the medical certificate, a new certificate indicating a new time  
544 of return must be presented.

545 **SICK LEAVE BANK**

546 **STATEMENT OF PURPOSE**

547 The purpose of the Sick Leave Bank is to provide Sick Leave to  
548 contributors to the Sick Leave Bank in cases of incapacitating

549 personal illness or in cases of illness of spouse or child after the  
550 teacher's (those who signed the secondary lay teacher agreement)  
551 accumulated Sick Leave has been exhausted.

552 The Sick Leave Bank will be administered by a Sick Leave Bank  
553 Committee consisting of five members, (3) *CHALTA members*  
554 *appointed by the CHALTA President and (2) DOHS administrators*  
555 *appointed by the Superintendent of OCE or designee.*

## 556 **MEMBERSHIP ELIGIBILITY**

557 All teachers are eligible to contribute to the Sick Leave Bank.

## 558 **ELIGIBILITY FOR DRAWING LEAVE**

559 *In order to use the Sick Leave Bank, a teacher must:*

- 560 *1. Participate in the Sick Leave Bank.*
- 561 *2. Use all current sick and personal leave days.*
- 562 *3. Use all accumulated Paid Days Off.*
- 563 *4. Supply a physician's statement describing the nature of*  
564 *the illness, its expected duration, and the period of time*  
565 *during which the teacher should be relieved of his/her*  
566 *duties.*

567 Teachers *must* contribute one (1) day from their accumulated Paid  
568 Days Off to become eligible for benefits (See Appendix H for  
569 Enrollment Form) no later than September 30. The eligibility  
570 period will last for the duration of the Agreement or until all days

571 have been depleted, whichever comes first. Once the balance in the  
572 Sick Leave Bank reaches *twenty (20)*, a re-enrollment period of  
573 fifteen (15) calendar days will automatically occur.

574 Newly employed teachers will be able to contribute one (1) day to  
575 the Sick Leave Bank within thirty (30) days of their hire date or  
576 August 16 if hired before the beginning of the school year. The  
577 enrollment for new teachers shall continue for the duration of the  
578 term of the Agreement, or until a re-enrollment period is required.

#### 579 **PROCEDURES TO DRAW UPON THE SICK LEAVE BANK**

580 An application obtained from the Sick Leave Bank Committee for  
581 an allotment from the Sick Leave Bank will be accepted. (See  
582 Appendix I for the Sick Leave Bank Application Form.) A  
583 physician's statement is required with application in order for the  
584 request to be considered.

585 Once qualified to receive an allotment from the Sick Leave Bank,  
586 the maximum number of days a teacher may receive from the Sick  
587 Leave Bank shall not exceed *twenty (20) days per year*. Allotments  
588 from the Sick Leave Bank shall commence on the first (1<sup>st</sup>) day of  
589 absence for which a teacher has no accumulated sick days.

590 The Sick Leave Bank Committee shall review and approve or deny  
591 all applications to the Sick Leave Bank. *A majority vote of the*

592 *committee will be needed to approve or deny an application.*  
593 *Decisions of the Committee are final and non-grievable.*

594 The Chairperson of the Sick Leave Bank Committee shall be  
595 responsible for reporting data concerning the Sick Leave Bank to  
596 the Treasurer of each school.

597 The Sick Leave Bank Committee shall review the operation of the  
598 Sick Leave Bank annually, and make recommendations, if  
599 necessary, for modifications of the plan to CHALTA and OCE.

#### 600 **MEDICAL LEAVE BEYOND PAID DAYS OFF**

601 If a teacher has consumed his/her accumulated Paid Days Off but  
602 absence from school is necessitated by medical reasons (including  
603 pregnancy), a leave of absence without pay up to ninety (90)  
604 school days (within the same scholastic year) will be granted by  
605 the superintendent, subject to the following conditions:

606 The teacher shall present a medical certificate verifying the reason  
607 for the leave and the time of return; if the teacher is still unable to  
608 return by the time indicated in the medical certificate, a new  
609 certificate indicating a new time of return must be presented.

610 In no case will the leave extend beyond ninety (90) days. During  
611 the leave of absence no loss of seniority will result and  
612 hospitalization will be continued.

613 If a teacher has consumed his/her accumulated Paid Days Off and  
614 Medical Leave but absence from school is necessitated by further

615 medical reasons, the provisions of the Family Medical Leave Act  
616 apply.

617 **FAMILY MEDICAL LEAVE ACT: DEFINITION**

618 A family and/or medical leave of absence is defined as an  
619 approved absence available to eligible employees for up to twelve  
620 (12) weeks of unpaid leave per year under circumstances that are  
621 critical to the life of the employee's family.

622 **FAMILY MEDICAL LEAVE ACT: ELIGIBILITY**

623 The Provisions of the "Family and Medical Leave Act of 1993,"  
624 (FMLA) as applicable to eligible employees (those who have  
625 been employed by the employer for at least twelve (12) months  
626 and have worked a minimum of 1,250 hours for that employer in  
627 the immediately preceding twelve (12) months) will be in force  
628 upon the effective date of the contract.

629 The twelve (12) month period will be calculated as a rolling  
630 twelve (12) month period measured backward from the date the  
631 employee would begin the requested leave or on a calendar year  
632 basis or any twelve (12) month period such as fiscal year or  
633 twelve (12) months measured forward from the date leave begins.  
634 The same method will be used for all employees.

635 **FMLA: CONDITIONS TO NECESSITATE TAKING A LEAVE:**

636 The provisions of FMLA allow an employee to take the leave for  
637 the birth of the employee's child; for the placement of a child with  
638 the employee for adoption or foster care; when an employee is  
639 needed to care for a child, spouse or parent who has a serious

640 health condition; or when an employee is unable to perform the  
641 functions of his/her position because of serious health condition.  
642 (Ref: Faculty Handbook)

643 **FMLA: USE OF ACCRUED TIME**

644 Employees are required to use all accrued Paid Days Off in the  
645 event of a leave for the birth of an employee's child, placement of  
646 a child for adoption or foster care or the employee's or covered  
647 family member's serious health condition. Any accrued Paid  
648 Days Off time must be used in the event of a leave for the  
649 employee's or covered family member's serious health condition.

650 **FMLA: LENGTH OF LEAVE:**

651 Employees are eligible for up to twelve (12) weeks of unpaid  
652 leave per year. Spouses who are both employed at the school are  
653 entitled to a total of twelve (12) weeks of leave rather than twelve  
654 (12) weeks each.

655 **FMLA: BENEFIT CONTINUATION**

656 Group health insurance benefits (and group life and disability  
657 insurance benefits) will continue while an employee is on family  
658 or medical leave under the same terms as if the employee  
659 continued to work. Benefits, including but not limited to Paid  
660 Days Off and vacation, do not accrue while an employee is on  
661 leave under this policy.

662 Any employee who is granted an approved leave of absence under  
663 this policy is advised to provide for the retention of his or her

664 group insurance coverage by arranging to pay the premium  
665 contributions during the period of unpaid absence.

666 If an employee elects not to return to work after completion of an  
667 approved unpaid leave of absence, [the Employer] may recover  
668 from the employee the cost of any payment made to maintain the  
669 employee's insurance coverage unless the failure to return was for  
670 reasons beyond the employee's control.

671 **SPECIAL RULES FOR SCHOOL EMPLOYEES:**

672 Special rules apply to Instructional Employees and the taking of  
673 intermittent leave or leave on a reduced leave schedule or leave  
674 near the end of an academic term.

675 Instructional employees are those whose principal function is to  
676 teach and instruct students in a class, a small group or an  
677 individual setting. Academic Term means the school's semester.  
678 More than two semesters is forbidden for the purposes of FMLA.

679 Teachers are subject to special continuity rules under the FMLA.  
680 If a leave taken by a teacher begins more than five weeks prior to  
681 the end of an academic term, will last at least three weeks, and  
682 would end during the last three weeks of the term, the teacher  
683 may be required to continue such leave through the end of the  
684 term. If a FMLA leave taken by a teacher (other than for his/her  
685 own serious illness) begins during the last five weeks of a term,  
686 will last at least two weeks, and end during the last two weeks of  
687 the term, the teacher may be required to continue such leave  
688 through the end of the term. If a FMLA leave taken by a teacher

689 (other than for his own serious illness) begins during the last three  
690 weeks of an academic term and will continue for more than five  
691 working days, the teacher may be required to continue such  
692 leave through the end of the academic term. Intermittent or part-  
693 time use of a FMLA leave by a teacher is subject to similar  
694 restrictions. If an intermittent or part-time leave is needed by a  
695 teacher, and such leave time will be more than 20% of the total  
696 span of time over which the leave is used, the teacher may be  
697 required to either take the leave continuously or transfer  
698 temporarily to another position (equivalent in pay and benefits)  
699 which will not be as seriously affected by an intermittent or part-  
700 time leave.

701 Leave taken for a period that ends with the school year and begins  
702 the next semester is leave taken consecutively rather than  
703 intermittently. The period during the summer vacation is not  
704 counted against the employee's FMLA entitlement. An  
705 instructional employee who is on FMLA leave at the end of the  
706 school year must be provided with any benefits over the summer  
707 vacation that the employees would normally receive if they had  
708 been working at the end of the school year.

709 If an employee elects not to return to work after completion of an  
710 approved unpaid leave of absence, [the Employer] may recover  
711 from the employee the cost of any payments made to maintain the  
712 employee's insurance coverage unless the failure to return was for  
713 reasons beyond the employee's control.

714 **FMLA REQUEST FOR LEAVE**

715 An application for leave of absence form must be completed by  
716 the employee.

717 When the need for leave is foreseeable, such as the birth or  
718 adoption of a child or planned medical treatment, the employee  
719 must provide reasonable prior notice and make efforts to schedule  
720 leave so as not to disrupt the school operations. The employee  
721 will be required to report periodically on his or her leave status  
722 and intention to return to work.

723 **PRENATAL AND POSTNATAL LEAVE**

724 Under the provisions of the Family Medical Leave Act a teacher  
725 under contract is entitled to take a leave. A teacher who chooses  
726 not to use Paid Days Off will not be entitled to pay under the  
727 provisions of the Family Medical Leave Act.

728 **CHILD CARE**

729 Under the provisions of the Family Medical Leave Act a teacher  
730 under contract is entitled to take a leave.

731 **VERIFICATION:**

732 \* A medical certification is required to support a claim for  
733 leave. If for the employee, the certificate must include a  
734 statement that the employee is unable to perform the  
735 function of his/her position.

736 \* For leave of a child, spouse, or parent, the certification  
737 must include an estimate of the amount of time the  
738 employee is needed to provide care.

739 (The employer, in its discretion, may require a second medical  
740 opinion and periodic recertification at its own expense.)

741 **BEREAVEMENT LEAVE**

742 In the event of the death of a family member or a member of the  
743 household, the teacher will be entitled to be absent during the  
744 period between the date of death through the day of funeral. If  
745 any of the above days on which the teacher is absent for such  
746 reasons is a regularly scheduled school day, there will be no  
747 deduction in pay for up to three (3) days of absence on such  
748 regularly scheduled days.

749 **LEGALLY REQUIRED LEAVE**

750 When a teacher is required by law to appear in court or to take  
751 part in activities required by any governmental agency, there will  
752 be no deduction from his/her salary due to such absence.

753 **BENEFIT CONTINUATION:**

754 Group health insurance benefits will continue while an employee  
755 is on family or medical leave under the same terms as if the  
756 employee continued to work.

757 Benefits including but not limited to Paid Days Off and vacation,  
758 do not accrue while an employee is on leave.

759 **SABBATICAL**

760 A leave of absence for one (1) year without pay for teachers may  
761 be granted in order to participate in educational, professional, or  
762 other OCE approved programs without loss of seniority or health

763 care as provided by this agreement. Applications must be made in  
764 writing to the superintendent, including a recommendation from  
765 the principal.

766 **ARTICLE XI**  
767 **SALARY INCREMENT FOR EDUCATION**

768 **BASIS FOR ACCEPTANCE**

769 Those academic and license renewal credits and degrees earned  
770 by a teacher beyond his/her bachelor's degree for which the  
771 teacher will be accorded an advance in salary in accordance with  
772 the provision of Article VIII must be earned in a subject matter  
773 area relevant to the field of education and must be earned in a  
774 duly accredited institution of higher learning. A duly accredited  
775 institution is one whose credits and degrees are accepted by the  
776 Ohio State Department of Education for teacher certification. If  
777 the institution's credits and degrees are not so accepted by the  
778 Department of Education, the superintendent, in the  
779 superintendent's sole discretion, may accept these credits. Credits  
780 approved and earned that will be accorded an advance in salary  
781 will be based on semester hours.

782 **PROCEDURE**

783 If a teacher contemplates having his/her salary computed as  
784 provided in Article VIII on the basis of earned academic and  
785 license renewal credits beyond his/her bachelor's degree, the  
786 following procedures shall be followed:

- 787 1. The teacher shall present written notice of his/her  
788 intention to receive academic and license renewal

- 789 credit to his/her principal for approval.
- 790 2. Within fifteen (15) school days, written approval or  
791 disapproval shall be given to the teacher.
- 792 3. The teacher's salary differential computed with the  
793 additional earned credits shall be honored in the  
794 contract of the following academic year. Credits  
795 earned during an academic year must be completed  
796 by August 30th in order to receive compensation for  
797 that academic year.
- 798 4. The teacher shall present written evidence of the  
799 successful completion of the credits earned to his/her  
800 principal.

801 **EFFECTIVE PAY**

802 Upon completion of the forgoing, any teacher's contract issued to  
803 such teacher for the following academic year shall reflect the  
804 advance in salary due to the addition of his/her academic and  
805 license renewal credits computed in accordance with Article VIII.

806 **RECONCILIATION OF HOURS**

807 At the time of hire, the Principal and teacher will agree to the  
808 number of credits the teacher has beyond the Bachelor or Master  
809 degree (whichever applies). Both Principal and teacher will sign  
810 off on the "degree form" (See Appendix J)

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## **ARTICLE XII TEACHER EVALUATION AND PERSONNEL FILE**

813

### **EVALUATION**

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In the interest of improving the educational program of the school, each teacher is to be evaluated according to the instrument mutually agreed upon by CHALTA and the OCE, in respect to the subject taught, competency, and general pedagogical procedures at least twice a year. The teacher is to be given a duplicate copy of the written evaluation. The original copy will be retained in the individual teacher's file in the school office.

821

### **EVALUATION FORMS**

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823  
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It is agreed that a current evaluation form shall be attached to the contract as Appendix K. If a new form is formulated due to new licensure requirements, the new form will be added to the contract as an appendix.

826

### **PERSONNEL FILE**

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A teacher shall sign and date as to the time of the original viewing any item other than transcripts in his/her personnel file. Such signature shall bear witness that the teacher is aware of the material. It does not imply that the teacher is in agreement with the content of the material.

832

### **REBUTTAL**

833  
834

A teacher may attach a signed and dated rebuttal, addendum, or comment to any material in his/her personnel file.

835           **ACCESS TO MATERIAL**

836           A copy of all and any materials in the personnel file of a teacher  
837           shall be given to the teacher upon request. Only the teacher and  
838           administrative personnel shall have access to the personnel file  
839           unless the teacher gives permission in writing for someone else to  
840           examine such file. In the case of a grievance, pertinent material  
841           shall be made available to both sides.

842           **UNACCEPTABLE MATERIAL FOR GRIEVANCE**

843           Material not seen or signed by the teacher shall not be used in  
844           evidence against the teacher in a grievance procedure.

845                           **ARTICLE XIII**  
846                           **CO-CURRICULARS**

847           Faculty members are expected to take an co-curricular activity  
848           based upon the school needs. As far as possible, the selection of  
849           faculty members to supervise co-curricular activities should be  
850           made on the basis of the faculty member's interest, expertise,  
851           school assignments, and outside school responsibilities. Faculty  
852           members should be consulted about taking the activity prior to the  
853           start of the new school year. To facilitate this process, principals  
854           will provide a list of co-curricular needs and an opportunity to  
855           volunteer before assignments are made.

856           Some student activity assignments and some faculty assignments  
857           are deserving of an additional stipend or compensatory options.  
858           Such assignments which must be compensated are as follows:

- 859 1. Campus minister;  
860 2. Department chairpersons;  
861 3. Head and assistant coaches in any sport recognized by the Ohio  
862 High School Athletic Association;  
863 4. Band and music directors and assistant band and music directors for  
864 work beyond classroom duties;  
865 5. Moderators and assistant moderators for school publications,  
866 including yearbook, newspaper, literary journals and videos; debate  
867 moderators;  
868 6. Drama and musical directors and assistant drama and musical  
869 directors;  
870 7. Student government moderators;  
871 8. Guidance counselors for work in excess of 190 days.

872 See Appendix F for pay scales effective 2006-2007 and 2007-  
873 2008 school year.

874 There may be other assignments which vary from school to  
875 school, that may be compensated depending on the needs of the  
876 individual school. When circumstances dictate that an additional  
877 co-curricular activity, beyond the contractual one, is required, the  
878 teacher has the right to discuss with the principal compensatory  
879 options which may be available

880 **METHOD OF DETERMINING ACTIVITIES AND**  
881 **COMPENSATION**

882 In order to determine which other activities are worthy of  
883 compensation and to determine the amount and type of extra  
884 stipend or consideration for all compensated extra activities, the  
885 teacher or teachers concerned shall meet with the principal of the  
886 local school to mutually agree upon an equitable compensation  
887 or consideration for the activities.

888 **ARTICLE XIV**

889 **POSITIONS AND VACANCIES**

890 **LETTERS OF INTENT**

891 By the end of January of each year an initial letter of intent will be  
892 sent to all teachers asking them to state, without binding  
893 themselves in any way, the following:

- 894 • the intention to return to the school for the next scholastic  
895 year
- 896 • the intention to complete course work leading to salary  
897 increase before the next scholastic year
- 898 • the interest to seek any other position within the school  
899 system.

900 Replies are to be sent by the principal to the Associate  
901 Superintendent of Secondary Schools.

902 **REQUEST FOR TRANSFER**

903 On or before April 30 of each year the OCE will furnish  
904 CHALTA and each school a list of employment opportunities in  
905 the system for the following year. This list is to be posted in each  
906 school and any teacher under contract has the right to apply for  
907 those positions. In such cases the teacher will be given serious  
908 consideration and may be interviewed for the position. In no case  
909 shall such request be used to the detriment of the teacher. It is  
910 distinctly understood that any such request confers no right to  
911 obtain the position sought. No contract for these openings will be  
912 offered until five (5) working days after the list of openings has

913 been posted. A list of persons filling such positions shall be given  
914 to CHALTA by September 15th.

## 915 **ARTICLE XV**

### 916 **DISPLACEMENT OF PERSONNEL**

917 In the event there is a decline in the need for teachers, a  
918 merger, or a closing, teachers with continuing contract status  
919 will be permitted the use of the displacement procedure.  
920 Displacement shall occur to limited contract teachers first.

921 The displacement procedure will function in such a way that  
922 the affected teacher on continuing contract has the right to  
923 displace another teacher on a list prepared by the OCE. By  
924 April 1st the affected teacher will be notified of the new  
925 assignment. The affected teacher has five (5) working days to  
926 accept or decline the new assignment. A teacher who declines  
927 the new assignment loses the right to displace another teacher  
928 and forgoes a contract for the subsequent year.

929 When placing a continuing contract teacher the following  
930 criteria will be applied:

- 931 1. Areas of certification held by the teacher;
- 932 2. Academic areas taught by the teacher in the past  
933 five (5) years;

### 934 **OR**

935 Completion of course work in the newly assigned academic  
936 area (three (3) semester hours or nine (9) CEU's) within the  
937 last five (5) years or by August 30th of that year. Evidence of

938 enrollment in the required course(s) must be given to the  
939 principal by July 16th of that year.

940 3. Ability and willingness to accept responsibilities  
941 for extra- and co-curricular activities.

942 Experience level for displacement purposes is defined for  
943 teachers initially employed for the 1993-94 school year and  
944 thereafter as continuous service in the diocesan high schools.  
945 Experience level for teachers employed prior to the 1993-94  
946 school year is defined as the years of service recognized by  
947 the OCE plus one year for each contract year thereafter.

948 Should no limited contract teacher be available for  
949 displacement, displacement shall apply to continuing contract  
950 teachers on an experience level basis according to the same  
951 criteria as listed for limited contract teachers. Retention of  
952 continuing contract teachers will be based on greatest length  
953 of continuous service.

954 When mergers and closings occur, efforts will be made to  
955 place those on limited contract in open positions for which  
956 they are qualified.

957 Religious may not be displaced and are exempt from the  
958 displacement procedures.

### 959 **CERTIFICATED PERSONNEL LIST**

960 It is the responsibility of the OCE to prepare lists of all  
961 certificated personnel according to the following criteria:

- 962 1. Areas of certification as registered in the OCE;  
963 2. Continuing contract status:  
964 in descending order of experience level as  
965 defined above;  
966 3. Limited contract status:  
967 in descending order of experience level as  
968 defined above;  
969 4. Recency of experience and/or course work (five (5)  
970 years and/or three (3) semester hours or nine (9)  
971 CEU's);  
972 5. Areas of extra- and co-curricular activities as  
973 listed on the activities profile;
- 974 This list will be forwarded to CHALTA by January 31<sup>st</sup> each  
975 year.

## 976 **ARTICLE XVI**

### 977 **PART-TIME TEACHERS**

978 This AGREEMENT shall not apply to other than full-time  
979 teachers except as set forth in this Article.

#### 980 **DEFINITION**

981 For the purpose of this Article, a part-time teacher is defined  
982 as follows:

983 a. a teacher who teaches a number of full days a  
984 week but less than five (5),

#### 985 **OR**

986 b. a teacher who teaches two (2) or more sections per day  
987 but has less than six (6) periods of responsibility.

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**PAID TIME OFF**

Paid Time Off for part-time teachers will be earned on a prorata basis. Part-time teachers do not accumulate Paid Time Off but do not lose time accumulated from prior full time status in diocesan owned high schools. A part time teacher day is equal to the length of the teacher’s assigned responsibilities.

**METHOD OF PAYMENT**

Such part-time teachers will be paid on the following basis:

- a. Teachers who teach full days will be paid twenty (20) percent of the salary for each day per week of teaching as indicated in Appendix E for their years of experience and level of education and will be entitled to a lunch period and a professional/preparation period per full day.
- b. A teacher who teaches two (2) or more points per day but has less than six (6) periods of responsibility will be paid a prorata share of the salary indicted in Appendix E. Pay will be based upon experience, level of education and the number of periods of service in proportion to the total possible number of periods of responsibility per week in accordance with Article V.

**PENSION AND HOSPITALIZATION**

Part-time teachers are eligible to share in the lay teacher pension plan after completing two (2) academic years of

1013 service. A part-time teacher may participate in the  
1014 hospitalization plan at his/her expense.

1015 Any teacher who has served ten (10) years in diocesan owned  
1016 high schools ~~who~~ and is reduced from full- to part-time status  
1017 by school initiative would be able to maintain individual  
1018 health care benefits on a pro-rated basis for a period of two  
1019 years.

### 1020 **TUITION**

1021 Tuition will be exempted for children of diocesan high school  
1022 teachers on a prorata basis, provided the children are enrolled  
1023 in a diocesan high school as enumerated in Article I of the  
1024 AGREEMENT. This exemption does not include any books,  
1025 fees, or other incidental expenses.

### 1026 **MID-YEAR ADVANCEMENT**

1027 Any teacher hired at mid-year shall be advanced to the next  
1028 step of the pay scale at the beginning of the following  
1029 academic year if he/she is then hired to continue in his/her  
1030 position.

### 1031 **EXTRA DUTIES**

1032 Duties for chaperoning or moderating co-curricular events are  
1033 not required of a part-time teacher, but such teacher may agree  
1034 with the principal to accept such activity in each case. Part-  
1035 time teachers are expected to attend faculty meetings,  
1036 participate in parent-teacher conferences, and on a prorata

1037 basis contribute to fund-raising, development and recruitment  
1038 activities.

1039 **ARTICLE XVII**  
1040 **SAVINGS CLAUSE**

1041 In the event that any clause of this AGREEMENT is declared  
1042 illegal, the parties involved agree to renegotiate the content of  
1043 that clause with a view toward compliance with the law. In  
1044 addition, a declaration that one or more clauses of the  
1045 AGREEMENT are illegal shall not affect the validity of the  
1046 rest of this AGREEMENT.

1047 Article titles and marginal summaries are for convenience  
1048 only and do not determine, alter or modify the contents of this  
1049 AGREEMENT.