

AGREEMENT

BETWEEN SAINT FRANCIS DE SALES SCHOOL

AND THE

SAINT FRANCIS DE SALES EDUCATION ASSOCIATION

FOR THE SCHOOL YEARS OF 2008 – 2011

**THIS AGREEMENT IS EFFECTIVE AS OF
AUGUST 16, 2008
SALARY EFFECTIVE AS OF
JULY 1, 2009**

FATHER ROBERT PENHALLURICK
PASTOR, ST. FRANCIS DE SALES PARISH

JILL MERRY
PRESIDENT, EDUCATION ASSOCIATION

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ARTICLE 1 - AGREEMENT

- 1.1 This is an Agreement between the Newark St. Francis de Sales Education Association (hereinafter the Association) and the Pastor of Newark St. Francis de Sales School (hereinafter the School). The purpose of this agreement is to set forth the understanding between the parties as to compensation, hours, terms and conditions of employment of all full-time and part-time teachers of the School. This agreement shall constitute the sole and entire agreement between the parties with respect to matters set forth herein.

- 1.2 The parties affirm their mutual belief in and acceptance of good faith collective bargaining as both a means of pursuing their mutual goals of providing quality Catholic education and also as a means by which legitimate expression is given to teacher concerns, as represented by the Association.

ARTICLE 2 - DEFINITION OF TERMS

- 2.1 As used in this Agreement:
 - A. School shall mean the St. Francis de Sales School.

 - B. Superintendent shall mean the Superintendent of Schools of the Diocese of Columbus.

 - C. Teachers shall mean the full-time and part-time licensed employees of St. Francis de Sales contracted for at least one year, except for the following positions: Principals, Assistant Principals, Vice-Principals, teachers' aides, media aides and any non-existing administrative positions subsequently created.

 - D. Association shall mean the St. Francis de Sales Education Association. The Association shall represent all teachers equally without discrimination, regardless of their membership in the Association.

- E. Termination of a contract shall be defined as the ending of a continuing contract, multi-year contract, or limited contract by the School Administration before the expiration time specified in such contract.
- F. Non-renewal of a contract shall be defined as a failure by the School Administration to issue a new contract to a teacher when the time specified in the teacher's contract has expired.
- G. Reduction in teacher personnel shall be defined as School Administration decreasing the overall number of full-time teaching positions for the school.
- H. Suspension shall mean the removal of a teacher from his/her assigned duties.
- I. Administration shall mean the Principal of the School and the Pastor of the Church.
- J. Board shall mean the St. Francis de Sales School Advisory Board.

ARTICLE 3 - RECOGNITION

- 3.1 For the duration of this agreement, the Pastor recognizes the Association as the sole and exclusive bargaining representative for all teachers. Such recognition means that the School shall not deal with any other organization or any other individual in a manner or for a purpose inconsistent with the terms of this agreement.
- 3.2 The Association recognizes the Pastor as the employer of the teachers. The Pastor is the representative of the Bishop of Columbus and he, or his designee, acts on behalf of the Bishop of Columbus in all matters covered by this agreement.

ARTICLE 4 - RIGHTS AND RESPONSIBILITIES OF THE ASSOCIATION

- 4.1 In addition to other rights and privileges accorded to the Association elsewhere in the Agreement, the Association shall have the rights specified below.

- A. The School shall not discriminate against any teacher because of membership in, or activity on behalf of the Association.
- B. Representatives of the Association shall be permitted to transact Association business on school property at reasonable times with the approval of the Principal, without charge, provided that this shall not interfere with or interrupt normal school operations. The President may delegate his/her responsibilities to an elected Vice President.
- C. The Association shall select one internal member as its President for purposes of liaison between the teachers and Principal in matters pertaining to the administration and application of this contract.
- D. The School Principal shall upon notification by the Association of the selection of the Association President, recognize the Association President as the official representative of all teachers at the School in matters pertaining to the administration and application of this contract. The President may delegate his/her responsibilities to an elected Vice president.
- E. The Principal shall provide to the Association President an accurate and complete list in the form of electronic data file of all the teachers in the school. This shall include home addresses and telephone numbers. Upon request by the Association President, the list shall also include dates of hire, years of experience granted for salary scale, and educational level attained, and health insurance coverage status. (For example: There are 5 teachers who receive Employee + Spouse coverage; 8 who receive Employee only; 2 Full Family Coverage.) Also, if requested by the Association President, the list shall be updated on a periodic basis during the school year.
- F.
 1. The President and/or Vice President shall have the right to meet with the Principal at a mutually agreed upon time in the event that they express to the Principal a problem or concern might be resolved at such a meeting.
 2. If the Principal requests a meeting with a teacher, that teacher may, but is not obligated to, request an Association Representative be present at the meeting. The

representative shall act as a witness only and shall not participate in the meeting unless it is otherwise mutually agreed.

- G.
 1. The President and/or Vice President will be allowed to perform Association business during their planning period.
 2. The President and/or Vice President shall be permitted, upon notification to the Principal, to leave the school building to perform Association business during this planning period.

- H. The Association President shall have the right to meet with the Principal at a mutually agreeable time in the event that the Association President expresses to the Principal that a problem or concern might be resolved by such a meeting.

- I. The Association President, upon timely request, shall be permitted by the Principal to use an individual office or room and audio-visual equipment, without charge, when available, for Association business.

- J. The Association President shall be permitted reasonable use of school bulletin boards and mailboxes for the purpose of communication with all teachers.

- K. The Association President shall be given time, not to exceed five minutes, at every faculty meeting to announce Association activities.

- L. The Association shall arrange with the Principal for time, not to exceed five minutes, on the agenda of orientation days prior to the beginning of the School year for conducting Association business.

- M. The Principal shall distribute to all teachers and successful teacher candidates for employment copies of the Agreement.

- N. The Association pledges its assistance to the Diocesan Department of Education and to any school program designed to assist with public relations, marketing and recruitment.

- O. The faculty of the School may have a representative on the Board. This representative is a non-voting member.

- P. Upon the request of the Association, the President, or designated member, shall be released with regular pay from his or her normal daily assignments for the equivalent of one (1) school day per year. Such time shall not be deducted from sick leave. The Association President may be released for additional days but shall reimburse the School for these days and shall notify the Principal at least forty-eight (48) hours in advance of the release time sought. The purpose of the release time shall be for conduction of Association business.

ARTICLE 5 - ASSOCIATION FINANCIAL SECURITY

- 5.1 All teachers, both lay and religious, have the right to join and participate in the Association.

- 5.2 Any lay teacher who chooses not to join the Association as a member shall reimburse the Association for the actual cost of any service rendered by the Association in its representation of the lay teacher in the grievance or arbitration process, including the cost associated with Association engagement of an attorney. The lay teacher will also be responsible for the Association's expenses for engagement of the Arbitrator. The lay teacher will also reimburse the Association for an equal share in the cost of the negotiations process during a contract negotiating year.

ARTICLE 6 - GRIEVANCE PROCEDURE

- 6.1 This grievance procedure is adopted to assure an opportunity for teachers and Administration to have unobstructed communication with respect to alleged grievances without fear of reprisal; to reduce the potential areas of conflict between teachers and Administration; to assure freedom of communication through recognized channels of communication among Administration and teachers; and to contribute to development of improved morale and effectiveness of teachers. Nothing in this Article is intended to discourage or prohibit informal discussion of a dispute prior to the filing of a grievance.

- 6.2 A grievance is a claim that there has been violation, misinterpretation or misapplication of any provision of this Agreement, or any regulation, order, or policy of the Diocesan Department of Education or School.
- 6.3 Each teacher shall have the right to present grievances in accordance with these procedures, with or without representation by the Association. The Association also has the right to present grievances in accordance with these procedures. Where either the individual teacher(s) or the Association presents a grievance, said party shall be known as the grievant(s).
- 6.4 A Teacher who participates in these grievance procedures shall not be subjected to discipline or reprisal because of such participation.
- 6.5 Every effort shall be made to resolve each grievance at the lowest possible level by all parties involved. Specifically, it is the intention of the Association and the Administration to resolve most grievances at Level One of the grievance procedure as set forth in Section 6.12 herein.
- 6.6 A. All grievance correspondence shall be signed and dated upon receipt by either party or his/her designee.
- B. The failure of an individual teacher or the Association to act upon a grievance within the prescribed time limits shall bar any further appeal of said grievance. An administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next level. The time limits, at any level, however, may be extended by mutual agreement.
- 6.7 The Association is legally responsible to represent a grievant when it finds that such representation is warranted. However, when an individual claims a grievance and the Grievance Committee of the Association disagrees with the claim and the basis for the same as being appropriate for processing, the individual may appeal to the Executive Committee of the Association. If the Executive Committee disagrees with the claim, the individual may still exert his or her own rights and may follow the procedures to ultimate conclusion, entirely at his or her own expense.

- 6.8 In those cases processed by the Association, expenses for Arbitrator's services and the expenses which are common to both parties to the arbitration shall be borne equally by the School and the Association. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.
- 6.9 An atmosphere of mutual respect is to be maintained between the Association President, the Grievant, and the Principal. Each level of the grievance procedure is a meeting where the parties are on equal ground for the purpose of finding a solution to the problem.
- A. In any instance where the Association is not represented in the grievance procedure, the Association will be notified of the disposition of the grievance.
- B. This disposition shall not be in conflict with any of the terms or conditions of the Agreement. If it is considered to be such, it shall be grievable by the Association.
- 6.10 Hearings and conferences under the procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend and will be held, insofar as possible, after regular school hours, or during non-teaching time of personnel involved. When such hearings or conferences are held, at the option of the Administration, during school hours, all employees whose presence is required, shall be excused with pay for that purpose. The handling or processing of any grievance by the Grievant or the Association President shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the teaching staff.
- 6.11 Within two (2) calendar weeks from the date of occurrence giving rise to the grievance, the sequence of events as outlined in Article 6.12 will commence. Failure to notify the Principal in writing within two (2) calendar weeks will preclude any further action on the said claimed grievance.
- 6.12 Grievance Procedures
- Face to face dialog is always important. If face to face dialog with all interested parties has not reached a satisfactory result, the teacher may proceed to the following formal grievance

procedure. In any formal dialog with the Principal, the teacher has the right to Association representation as stated in Article 4.1.F.2.

- A. Three (3) calendar weeks is the time limitation period for the disposition of Level One.
Level One (Principal)

The teacher will present the grievance to the Principal either directly or through the Association President in writing within two (2) calendar weeks of the occurrence of the incident being grieved. The written grievance should state the specific nature of the grievance and the remedy requested. (See Grievance Form, Appendix page A). Within one (1) calendar week after the receipt of the grievance, the Principal shall respond in writing to the Grievant concerning the Principal's acceptance or denial of the issues in the grievance.

- B. Two (2) calendar weeks is the time limitation period for the disposition of Level Two.
Level Two (Principal)

If all of the issues in the grievance cannot be resolved, the Grievant shall file in writing to the Principal an amended grievance regarding the unresolved issues within one (1) calendar week of receipt of the Principal's response. At a mutually agreeable time, within one (1) calendar week, the Grievant and the Principal shall meet to discuss these remaining issues. At this meeting, the Grievant may have an officer of the Association present. After this meeting has occurred, the Principal has one (1) calendar week to respond to the Grievant with his/her acceptance or denial of the amended grievance.

1. If the grievance directly involves the Principal and he/she denies the grievance at Level One, Level Two proceedings can be waived by the Grievant. This must be done in writing to the Principal within two (2) calendar weeks of receipt of the denial at Level One.

- C. Three (3) calendar weeks is the time limitation period for the disposition of Level Three.
Level Three (Superintendent)

If a satisfactory resolution of the grievance issue(s) has not been reached at Level Two, the Grievant must file his/her grievance in writing to the Association Grievance Committee through the Association President. A copy of this must also be given to the Principal. The Grievance Committee will meet during which any party of interest shall

have the right to appear and to be heard. Decisions of the Grievance Committee are to be made within one (1) calendar week following the completion of Level Two.

One of the following three (3) outcomes will complete Level Three.

1. If the Association Grievance Committee agrees with the validity of the Grievant's claim, it will file the formal grievance in writing with the Superintendent within one (1) calendar week from receipt of the written Level Three grievance. A copy of this must also be sent to the Principal.
2. If the Association Grievance Committee disagrees with the validity of the Grievant's claim, he/she may continue the grievance procedure at his/her own responsibility and expense by filing a formal grievance with the Superintendent within the same one (1) calendar week period. A copy of this must also be sent to the Principal.
3. If the Association Grievance Committee and the Grievant agree, the grievance may be dropped. A letter notifying the Principal of the decision must be sent within the same one (1) week calendar period.

The Superintendent has two (2) calendar weeks after receipt of the grievance to respond in writing to the Grievant concerning his/her acceptance or denial of the grievance and send copies of the decision to the Principal and Pastor. If the Pastor disagrees with the Superintendent's decision or if the grievance is denied, the Grievant may proceed to Level Four. If the Grievant is still working with the Association Grievance Committee, it is his/her responsibility to provide the Committee with all correspondence related to the grievance.

- D. Two (2) calendar weeks is the time limitation period for the disposition of Level Four Level Four (Pastor)

If the Pastor is impeded, he may appoint a representative to fulfill this requirement for him.

1. If the Association Grievance Committee agrees with the validity of the Grievant's claim, it will notify the Pastor in writing within one (1) calendar

week from receipt of the written denial from the Superintendent. A copy of this must also be sent to the Principal and the Superintendent.

2. If the Association Grievance Committee does not agree with the validity of the Grievant's claim, the Grievant may continue the grievance procedure at his/her own responsibility and expense by notifying the Pastor in writing within one (1) calendar week from the receipt of the written denial from the Superintendent. A copy of this must also be sent to the Principal and the Superintendent.
3. If the Association Grievance Committee and the Grievant agree, the grievance may be dropped. A letter notifying the Principal, Superintendent and Pastor of the decision must be sent within one (1) calendar week.

Upon receipt of the Grievant's notification to continue the process, the Pastor has one (1) calendar week within which to render a decision to the Grievant on the grievance. Copies of this decision must be sent to the Principal and Superintendent. If such decision is not satisfactory to the Grievant, he/she has one (1) calendar week from receipt of the Pastor's written decision to file a written request to the Pastor for arbitration.

E. Level Five (Arbitrator)

In the event that no agreement can be reached at Level Four, the matter may be submitted to binding arbitration. Written notice of such intention must be given to the Pastor by the President of the Association within two (2) calendar weeks. If the Grievant is pursuing the grievance without the assistance of the Association, the Grievant must provide this written notice to the Pastor within the same two (2) calendar weeks. The Arbitrator shall be named for the purpose of achieving this binding agreement.

1. If the Association Grievance Committee agrees with the validity of the Grievant's request for arbitration, the Administration and Association President will solicit seven names from the American Arbitration Association.
2. If the Association Grievance Committee does not agree with the validity of the Grievant's request for arbitration, the Grievant and the Administration will solicit the seven names from the American Arbitration Association.

Within one (1) calendar week of receipt of these names, the parties will meet. The Association/Grievant and the Pastor/Principal will each strike three names from this list. The remaining person will be the Arbitrator. The Arbitrator must be notified by the Association or the Grievant within one (1) calendar week of his/her selection. The decision of the Arbitrator will be final and binding on all parties involved in the grievance process. Any cost will be split 50% between the School and the Association (or Grievant if he/she is acting without support of the Association).

ARTICLE 7 - TEACHING ENVIRONMENT

- 7.1 The school shall insure that the following accommodations are made to teachers in order to insure a satisfactory teaching environment:
- A. Teachers shall be provided with a safe, healthful, and clean working environment.
 - B. Whenever possible, teachers shall be given at least 48-hour notice when their classrooms will be utilized for any reason. Said classrooms shall be left in a clean and orderly manner.
 - C. Each classroom shall have sufficient blackboard/whiteboard and bulletin board space to complement the teachers' instruction, as the size of the room accommodates.
 - D. Private restroom facilities shall be provided for all teachers and shall be maintained in a sanitary manner on a daily basis.
 - E. Copying machines, a computer with printer and a word processor shall be made available in the school for the use of teachers in carrying out their professional tasks. This equipment shall be available for the duration of the school day, and a mutually agreed upon time during the evenings and weekends.
 - F. Not less than one (1) room, furnished and vented shall be reserved for use as a Teachers' Room, which it is the responsibility of the teachers to keep clean and

maintain. Regular maintenance of the Teacher's Room will be scheduled with custodial and maintenance staff by the Parish Business Manager.

- G. A telephone shall be made available for the exclusive and private use of teachers during the hours from 7:30 a.m. to 4:30 p.m.

ARTICLE 8 - BUILDING STAFF MEETINGS

- 8.1 All teachers in the school shall be required to attend no more than one (1) staff meeting per month if called by the Principal of the school, except in the case of emergency, which is defined as an unforeseen happening requiring immediate attention. Such required staff meetings will not extend more than sixty (60) minutes beyond the teachers' scheduled school day. Staff meetings may be extended to a maximum of ninety (90) minutes on an early release/late start day. In addition, the Principal may schedule other staff meetings as necessary. Attendance at these additional meetings will be voluntary, unless they are called because of an emergency situation at the school.

ARTICLE 9 - PERSONNEL FILES

- 9.1 An official personnel file shall be maintained in the office of the Principal for each teacher according to Diocesan Department of Education policies and regulations.
- 9.2 Each teacher shall have access to his or her official personnel file at reasonable times. Access to personal files should be in the presence of the Administration or his/her designee. An Association representative shall be granted access to the teacher's personnel file, providing that the teacher has authorized such access in writing. Access shall include the right to copy, in the school office, any material in the teacher's file. Personnel records may not be taken out of the school office.
- 9.3 Any teacher who has reason to believe that there are inaccuracies in materials contained in his or her file shall have the right to notify the Principal in writing that the documents in question should be reviewed to determine their appropriateness in the personnel file.

- 9.4 Material will be removed from the file and destroyed when a teacher's claim that it is inaccurate or unfair is substantiated by the Principal. If the accuracy or fairness of the documentation cannot be mutually agreed upon, then such disagreement may be clarified by utilization of the grievance procedures, (See Article 6) and/or the teacher shall have the right to submit a written statement noting his or her objections to the materials in question. If such a statement is prepared, it shall be attached to the material objected to by the teacher.
- 9.5 No document which does not include as part of its normal distribution a copy to the teacher, or which does not originate with the teacher, shall be placed in the personnel file unless the teacher is simultaneously provided a copy and permitted to note an objection on the file if so desired.
- 9.6 Anonymous material shall never be placed in the teacher's file.
- 9.7 All material placed in the teacher's file shall be signed and dated by both parties.

ARTICLE 10 - PROFESSIONAL RESPONSIBILITIES

- 10.1 Teachers are required to adhere to Diocesan Department of Education Policies and Regulations. A written copy of current Policies and Regulations will be made available in the school office to all professional staff as soon as they are received by Administration. The Administration is required to notify faculty of any updated or new Diocesan policies and regulations throughout the school year.
- 10.2 Professionally, the teacher is required to assist in the operation of the School throughout the school day, including classes and supervisory duties, according to the direction of the School Principal assigned after consultation with the Principal's Advisory Council and approved by the faculty. The Principal shall make assignments to all teachers as equitably as possible in view of the total School schedule.

10.3 The following guidelines apply to teachers:

- A. The schedule will be based on the standard school day.
- B. An uninterrupted lunch period of at least thirty (30) minutes daily must be provided to each teacher. Teachers will not be required to perform any school activities during this time.
- C. No teacher shall be required to assume the responsibilities of a teacher who is absent or to contact his/her own substitute when he/she is absent. Every effort must be made to hire a qualified substitute when a teacher is absent.
- D. A teacher may volunteer or may be asked to serve as head coach, assistant coach, cheerleading advisor or in any other capacity involving time beyond the standard day, but may not be required to do so. When the teacher agrees to perform such additional service, he or she shall be compensated in a manner agreeable to both parties, under separate contract with the Newark Catholic Junior High Athletic Association and/or the School.
- E. A teacher may volunteer or be asked to serve as moderator or advisor of an activity involving time beyond the standard school day but may not be required to do so. Extra duty assignments will be defined in Article 26. A contract for supplemental duties must be signed by both parties as per the copy attached in Appendix B before the duties are commenced. Job Descriptions are available in the school office.
- F. No qualified teacher will be required to accept a reduction in his or her present salary because of a new salary scale.
- G. Pay periods will begin no later than the first school day in August of the school year of the current contract on a twelve- month pay plan. Salaries will be distributed by direct deposit every other week on Thursday.
- H. Full credit on the pay scale must be given for teaching experience in other schools unless all or any part of the experience is waived by the teacher. A year of teaching

experience means employment for at least one hundred twenty (120) teaching days of any school year on a full-time basis.

- I. Sick days are considered teaching days.
- J. No teacher granted prior military credit on the salary scale can lose said credit on a new salary scale.
- K. Teachers must hold at least a bachelor's degree and be fully licensed by the State of Ohio in the area in which they are teaching.

10.4 The following guidelines apply to teachers regarding scheduling:

- A. Teachers are expected to participate in conferences, and Open House in which dialogue between the parent and teacher is the primary objective. A conference day shall not exceed five (5) hours. Teachers may not be required to attend parent conferences held outside the school facilities.
- B. A teacher representative(s) is expected to attend Home & School and School Advisory Board Meetings.
- C. Teachers may not be required to attend any school function outside the school day unless the teacher is a moderator/advisor of a school activity or where such function attendance is directly related to classroom responsibilities or where attendance is by mutual agreement of the Teachers and Administration, in accordance with Article 10.4(B).
- D. Each teacher shall report to and leave the school at the time designated by the Principal, but it may be no more than thirty (30) minutes prior to the beginning of academic classes and thirty (30) minutes after their conclusion. The teacher work day shall not exceed seven and one-quarter (7-1/4) hours provided the state minimum requirements for instruction time are fulfilled

- E. Teachers shall be provided a minimum of four (4) planning periods per week during a 5 day week. All planning periods will be during the student day. A planning period shall be equal in length to a regular class period, (adjusted for shortened schedule days). If a teacher cannot be provided the allowed planning periods because a substitute teacher could not be scheduled, the teacher will be compensated at a rate of twelve dollars (\$12.00) for each planning period missed. Compensation for a missed planning period will not be paid if a substitute teacher cannot be scheduled for a teacher who is using an emergency personal leave day. Planning periods missed due to school holiday or closings will not be compensated.

10.5 The following provisions shall apply to the school calendar.

- A. The school schedule and calendar must be kept flexible to meet changing conditions, both within the year and from year to year. This is a collaborative process. It may be amended at the discretion of the Principal in consultation with the staff via the Principal Advisory Council within the limits established by the Diocesan Superintendent of Schools, the Ohio Revised Code, and the terms of the agreement.
- B. Teachers shall be required to be on duty a maximum of one hundred eighty-six (186) days in any school calendar year. A maximum of one hundred eighty-three (183) days are to be teaching days. The one hundred eighty-three (183) days include one hundred seventy-eight (178) days of instruction or what state law requires for that year, plus three (3) conference days, plus two (2) staff development days. The Principal may require the three (3) non teaching days either immediately before, during, or after the school calendar dates.

Attendance required at events outside the school day shall be counted toward the 186 day contract maximum. Accumulation of 5 hours shall equal a non-teaching day. Any teacher working more than the 186 contractual days shall be given monetary compensation or release time as mutually agreed upon by the Principal and the teacher. Events covered under Supplemental Contracts are excluded.

10.6 Teacher evaluation shall be conducted according to the approved Diocesan policy:

- A. All teachers with no previous teaching experience are to be assigned a mentor teacher from the same department to aid them in acclimating themselves to their new profession and environment.
- B. All teachers being employed by the School shall be informed as to the evaluation criteria to be used in determining re-employment.
- C. Each teacher shall be provided a written Administrative Assistance Plan to correct professional difficulties and time to incorporate the recommended changes. In those instances when teacher performance and/or other related circumstances might raise serious questions about contract status, the problem(s) shall be dealt with on a direct basis through the following procedure:
 - 1. In the event that the School Administration deem that an employee's performance is unsatisfactory, the employee shall be notified in writing. Such notice shall set forth the specified problems of performance, recommendations for correcting said problems and a time table for corrective action. The Administration shall provide assistance, which may include but is not limited to: mentor/release time for professional development, class workshops, professional development and specific recommendations for improvement.
 - 2. An initial conference involving the affected employee and his/her administrators shall occur within five (5) school days from the day that the employee receives written notice. Interim conference(s) shall be set by the Principal to review corrective measures being taken and to discuss progress being made.
 - 3. A conference shall be conducted prior to final administrative action.
- D. Procedures:

1. Any teacher who has been notified of intent to terminate or non-renew should be informed of his/her right to counsel and of Association assistance and representation. This is an Association responsibility. Any teacher who has been notified of intent to terminate or non-renew has the right to undertake with his/her representative a complete review of his/her personnel file.
 2. Upon receipt of written notice containing full specifications of the grounds for termination, the teacher may treat the termination as a grievance and begin action through the Grievance Procedure specified in this contract between the School and the Association following the provisions agreed upon herein.
- 10.7 The Administration shall have posted in the school office, written notice of all openings for teachers within the School as well as those on leave as noted in section 14.1 J of this contract. Positions which must be filled during the course of the school year need not be posted. The Association President shall be made aware of positions that need filled during the summer for the coming school year. The written notice specified above will state the period during which interested teachers may apply for each open position, which period shall normally be no less than seven (7) working days from the date of posting. Teachers currently employed will receive first consideration for any posting for which they are licensed. The teacher denied a request for transfer of an open position will receive a written reason for said denial within ten (10) days of refusal.

ARTICLE 11 - PRINCIPAL'S ADVISORY COUNCIL

- 11.1 The School will have a Principal's Advisory Council to be selected by ballot by Association members at their May meeting. The Advisory Council will consist of no more than five (5) teacher representatives. Each section (Primary, Intermediate, Jr. High and Specials) will have a representative plus one at-large member. The Council will meet with the Principal at least once per month, except July.
- 11.2 The Principal's Advisory Council will advise the person(s) appointed by the Principal on school related decisions in the absence of the Principal.

- 11.3 This council is intended to assist the Principal and school staff in developing policy and programs for the school; to provide a means of communication between teachers and Administration; to assist the Principal in creating an agenda for faculty meetings; to be a vehicle that assists in addressing teacher concerns and promotes teacher ideas as well as to assist in setting the school schedule and calendar as written in Article 10.5A of this agreement.
- 11.4 The Advisory Council shall elect a Chairperson and a Secretary at its first meeting each year. The Chairperson shall have the responsibility to solicit agenda items from Advisory representatives. The Chairperson and Principal will jointly establish each meeting's agenda and will provide each Advisory Representative a copy of the agenda two (2) days prior to the scheduled meeting. The Secretary shall record the business of each meeting. The Secretary should prepare a written report of such business no later than two (2) days after each meeting. After approval by the Principal and Chairperson, the Secretary shall distribute the approved minutes of each meeting within two (2) days of approval.

ARTICLE 12 – PROFESSIONAL DEVELOPMENT ASSISTANCE PROGRAM

12.1 University Fee Waivers

Disbursement of fee waivers earned by teachers in the school, by acceptance of student teachers and other students from institutions of higher education, shall be according to the following guidelines:

- A. First priority: The teacher or administrator working directly with the college student has first priority to use credits earned as a result of the teacher's or administrator's supervision of a student teacher.
- B. Second priority: After application of the above priority, any teacher or administrator may make written application to the Administration for any unused but available fee waivers. Approval of the use of the fee waiver will be given by the Principal after consultation with the Association President.
- C. A teacher or administrator who receives a fee waiver but does not use it must return the unused waiver to the School Administration prior to the date it has been scheduled for

use. Failure to return unused fee waivers without good cause will result in the denial of future fee waivers to such teacher or administrator for two (2) years from the date that the fee waivers were to have been originally used.

- D. Application for fee waivers earned by the School will in no way prevent teachers or administrators from making application to the Diocese of Columbus for other available fee waivers.

12.2 Teacher Education Program

- A. The Teacher Education Program provides monetary assistance to teachers obtaining or renewing state licensure. The total amount in reimbursement will not exceed \$300.00 per teacher per year. The amount of \$200.00 will be given for workshops and seminars, an additional \$100.00 will be given if college credit is earned.
- B. The course work must be in accordance with the teacher's written Individual Professional Development Plan and approved by the Administration.
- C. The monetary assistance shall be made available upon teacher registration of course and completion of application form. A copy of this application form is in Appendix C. A verification of cost for the course must be submitted with the application. Upon completion of the course, the teacher must provide attendance/grade verification. If the teacher fails to attend or pass the course for which he/she accepted monetary assistance, he/she must reimburse the Parish for this accepted amount.
- D. Teachers Education Program monies shall not accumulate from year to year.

ARTICLE 13 - PAID LEAVE

- 13.1 Sick leave - General rules pertaining to sick leave accumulation and retention are set forth as follows:

- A. Every full-time teacher shall be entitled to one and one half (1 1/2) days of paid sick leave per calendar month computed on a ten(10) month basis. The total accumulated

sick leave may accumulate beyond hundred eighty six (186) sick days. One time use will be limited to one hundred and eighty-six (186) days. The effective date for granting and deducting sick-time credit shall not be given for a month of completed service unless the teacher has been actively employed for at least one (1) full day during the current month.

- B. Each new full-time teacher shall be credited on the sixth (6th) working day after his or her actual service begins, with five (5) days of sick time, which may be used in case any such teacher is unable to work because of personal illness or death in his or her immediate family, after beginning employment but before he or she has accumulated the amount of sick leave as provided in Section 13.1 above. If any of said five (5) days of sick time are used, they shall be deducted from the total sick time which he or she may accumulate during the first year of service as provided in Section 13.1.A.
- C. The Principal is responsible for recording and publishing the amount of sick time accumulated for each teacher.
- D. A teacher who has prior service within St. Francis de Sales School shall retain accumulated sick leave credit upon his or her re-employment within two (2) years of prior separation.
- E. Accumulated sick leave credit up to the limits established in Section (A) above shall be given a teacher who transfers from any other Catholic school in the Diocese or from another school system if that system reciprocates with the Franklin County Vicariate schools.
- F. A teacher, injured as a result of physical attack while in the performance of an assigned duty, shall be excused without loss of pay for the duration of his or her confinement under a physician's care or for thirty (30) working days whichever is the shorter period. Salary from the school for such a period shall not be deducted from the teacher's accumulated sick leave or personal leave. A teacher will be expected to file for Workers' Compensation in regard to such injury.

Any Workers' Compensation benefits representing lost income for the period of paid leave under this paragraph which the teacher is awarded as a result of the attack shall be reimbursed to the school by the Bureau or the teacher.

If no Workers' Compensation is received and the proper documentation is provided to Workers' Compensation as prescribed with assistance from Administration as necessary, the school shall pay the full amount of salary due the teacher. At the end of this period of time, the teacher may receive Workers' Compensation benefits (if eligible) provided that the disability resulting from the injury continues.

- G. If a teacher becomes eligible for Workers' Compensation and/or Social Security disability payments, the teacher's compensation for sick-day usage from the school shall be reduced by the amount received from these sources. The Principal may require the teacher to apply for these benefits within the recommended time. Any back-paid monies paid to the teachers for Worker's Compensation and/or Social Security disability must be repaid to the school.
- H. Accumulated sick leave benefits are not subject to pay-out upon a teacher's separation or retirement.

13.2 Sick leave with pay shall be granted to a teacher, upon approval of the Principal, for the following reasons:

- A. For the absence of the teacher due to illness, injury, pregnancy, childbirth or emergency medical or dental treatment of said teacher.
- B. For absence of the teacher due to illness, injury or emergency medical or dental treatment of a member of the teacher's immediate family. The teacher's immediate family is defined to include: grandparents, brother, sister, son-in-law, daughter-in-law, father, father-in-law, mother, mother-in-law, spouse, child, grandchild, a legal guardian, or a person who stands "in loco parentis". Absence due to such situation shall not exceed five (5) school days during any school year. This provision shall be monitored

during the period of this contract by the use of an additional form to be filled out by the teacher. A copy of this form is found in the Appendix D.

- C. For absence of the teacher, if a member of the teacher's immediate family (as defined in Section 13.2, B) is affected with a contagious disease and requires the care and attendance of the teacher or when through exposure to a contagious disease would jeopardize the health of others. This is restricted to the five (5) school days mentioned in 13.2.B above.
- D. For absence of the teacher due to child birth and other conditions related thereto. The teacher shall return to work after receiving a physician's authorization at a date mutually agreed upon with the Principal. A teacher may use all or part of his/her accumulated sick days for child birth. Refer to Section 14.3 for unpaid child rearing leave.

13.3 In the event it becomes necessary, the school may establish a sick leave bank for the use of the teachers in the school.

- A. Each teacher may voluntarily contribute days once a year of sick leave from his/her current accumulated sick leave account to the school sick leave bank. Sick days contributed by any teacher shall be deducted from the teacher's accumulated sick leave account. Contributions shall be made only in full-day increments and only on the basis of a signed request by contributing teacher to the Principal and Association President.
- B. The parties recognize that the sick leave bank is intended for special cases involving a serious prolonged personal illness of the teacher or a member of the teacher's immediate family. After a teacher has exhausted accumulated sick leave, the school sick leave bank may be used for an additional leave by the teacher, not to exceed fifteen (15) days of leave, upon application by the teacher. A physician's statement may be required with the application in order to be considered.
- C. The Administration, with the advice of the Principal's Advisory Council, shall determine the number of days, if any, to be used from the sick leave bank by a teacher.

D. The sick leave bank can accumulate a maximum of forty-five (45) days per year and any unused days will carry over to the next year.

13.4 Verification of sick leave usage is to be made by the teacher to the Principal on the appropriate form issued by the Columbus Diocesan School Office as well as any additional information required by the St. Francis de Sales School Office. This form shall be prepared in duplicate and both copies signed by the teacher and Principal within ten (10) working days following the last day of absence. One copy is to be kept by the Principal in the teacher's personnel file and one copy is to be forwarded to the teacher. The signing of said form by the teacher shall constitute a certification that all facts contained therein are true. If medical attention is required, a medical certificate stating the nature of the illness from a licensed physician or other medical/health care professional may be required to justify the use of sick leave. Falsification of either a written, signed statement or medical certificate may be grounds for dismissal and/or loss of paid sick leave.

13.5 Notification by Teacher

A. When a teacher is unable to report to work, he or she shall notify the person designated by the Principal on the first day of the absence and each day thereafter, unless one of the following provisions applies:

B. In cases where institutionalization or hospitalization are required, the teacher shall notify the designated person upon admission and discharge.

C. In cases where convalescence is required at home, the teacher shall notify the designated person upon start and upon termination of the convalescent period .

D. In both instances set forth in Section 13.5 B and C, a medical certificate specifying the teacher's inability to work shall be required.

13.6 The following provisions are applicable when the Principal has reason to believe that a teacher has abused such leave. These provisions are subject to the grievance procedure of Article 6.

- A. In an instance where a teacher's sick days' usage without verification by medical certificate exceeds four (4) days each year, the Principal may require a medical certificate for additional use of sick time.
- B. When a teacher is absent for more than two (2) consecutive days because of personal illness, a medical certificate may be requested by the Principal for submission within ten (10) days following the last day of absence.
- C. Once each year, teachers are to be presented a written verification of total accumulated sick days.

13.7 Bereavement Leave

- A. Absence due to death of a member of a teacher's extended family is limited to three (3) working days. The initial three (3) days shall not be deducted from the teacher's accumulated sick leave or personal business leave. The Principal, at his/her discretion, can allow more days off, deducted from the teacher's sick leave. Extended family is defined to mean the teacher's spouse, child, parent, brother, sister, grandparent, grandchild, a legal guardian or the person who stands in loco parentis and a teacher's father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.
- B. Absence due to death of a teacher's aunt, uncle, niece, or nephew, is limited to one (1) working day. The initial one (1) day shall not be deducted from the teacher's accumulated sick leave or personal business leave. The Principal, at his/her discretion, can allow days off, deducted from the teacher's sick leave.
- C. Bereavement leave does not accumulate and the days shall not be eligible for buy out.

13.8 Personal Leave

- A. A teacher may be absent for personal reasons with pay for not more than three (3) days in any one school year.

- B. Except in cases of emergency requests for personal leave shall be submitted in writing to the Principal at least seven (7) calendar days in advance of the anticipated absence. No more than two (2) teachers shall be granted Personal Leave on any given school day except for graduation events or marriages of members of the immediate family
- C. Personal leave shall not be used for gainful employment or for application for gainful employment elsewhere.
- D. Personal leave may not be used at the beginning or end of an extended school holiday or vacation period provided for in the school calendar, such as Thanksgiving, Christmas, Easter, or Spring Break except upon approval of the Principal.
- E. No personal leave days will be used in the first fifteen (15) days or last fifteen (15) school days of the school year except for graduation events or marriages of members of the immediate family; except upon approval of the Principal.
- F. To make use of this provision, the teacher must state that he or she is using personal leave.
- G. Such personal days shall not be deducted from theTeacher's accrued sick leave.

13.9 Emergency Leave

- A. A teacher shall be permitted to use one (1) of the Personal Leave days as an Emergency Leave. An emergency is defined as an unforeseen happening or condition of urgency so important that absence from school is required to resolve the situation and the normal seven (7) day advance notice for Personal Leave is impossible to provide. Emergency Leave may be provided to a teacher at the discretion of the Principal even if two (2) teachers are already scheduled for Personal Leave on the requested day.
- B. Such emergency day shall not be deducted from teacher's accrued sick leave.

13.10 Professional Leave

- A. A teacher shall, upon prior approval of the Principal, be granted professional leave for attendance at professional meetings, workshops, clinics, or inter-school visitations. Such professional leave days shall be in addition to and not a substitute for staff development days scheduled in the school calendar. Scheduling of the professional leave must be made with the approval of the Principal without exceeding three (3) days in accordance with their Professional Development Plan. These three (3) days do not include Diocesan Committees, Conferences and meetings which the Principal specifically asked staff to attend.
- B. Such professional leave days shall not be deducted from teacher's accrued sick leave.

13.11 Jury Duty Leave

A teacher shall, upon written request to the Principal, be granted paid leave for the number of days, or partial days, needed to accept jury duty or to respond to a subpoena. A teacher shall be paid his or her regular salary for the days involved, but shall be required to reimburse the school for any compensation received as payment for jury duty or as witness fee payment for responding to a subpoena minus the cost of parking, if any. A teacher called for jury duty or as a witness is to immediately inform the Principal of this fact. Time for serving on jury duty or responding to a subpoena shall not be deducted from the teacher's accumulated sick leave or personal business leave.

13.12 The Principal will obtain a substitute teacher when a teacher is on paid leave status.

ARTICLE 14 - UNPAID LEAVES OF ABSENCE

- 14.1 The following general provisions apply to unpaid leaves of absence, except where otherwise specified in the Article:
 - A. An unpaid leave of absence shall not in itself constitute grounds for non-renewal of a teacher's contract.

- B. Notification of the return-to-work date as set by the teacher shall be binding upon the School in all cases, provided that applicable procedures have been followed.
- C. In an instance where the expiration of the leave is the close of a future semester, a teacher shall provide the Principal with a written notice that he or she intends to return to work for the semester following the expiration of the leave. Such written notice shall be given to the Principal by December 1 or April 1 of the semester in which the leave expired. Failure on the part of the teacher on leave to provide such written notification on time shall relieve the Principal of the obligation to hire the teacher on leave for the academic semester following expiration of the leave and shall constitute an automatic resignation on the part of the teacher.
- D. No contract shall be offered to a replacement teacher until after the Principal has ascertained in writing by December 1 or April 1 that the teacher on leave does not intend to return to work for the semester following expiration of the leave.
- E. If a teacher fails to report to work on an agreed-upon date of return, without requesting a further extension of the agreed leave, that is other than the date of the close of the school year following the leave request, such failure shall constitute an automatic resignation, and shall relieve the Principal of any obligation that he or she might otherwise have had to continue the employment of that teacher.
- F. Upon return to the school, the teacher shall be placed in the salary step following the step which the teacher was paid in his or her last individual contract, provided that the teacher taught a minimum of 120 days under that contract.
- G. A teacher on an unpaid leave of absence shall retain all insurance and other benefits in conformity with this Agreement provided that the teacher pays all premiums, including contributions normally paid by the employer as billed or required under such insurance or other benefit.
- H. The teacher hired as a replacement for the teacher on unpaid leave of absence shall be notified at the time of employment that he or she is a temporary employee for the

duration of the unpaid leave. Both the duration and statement of temporary employment shall be clearly stated on the replacement teacher's individual contract.

- I. The position of the teacher taking an unpaid leave would be posted for the faculty in accordance with Article 10.7 of this contract. The position would be open to all qualified faculty members as per Article 10.3.K..
- J. A teacher on unpaid leave would be notified in writing, by the Principal, of all positions posted for the school year in which they plan to return including the position held before the leave if the position is still open.
- K. Terms of this agreement shall not waive the responsibility to abide by all provisions of the Family Medical Leave Act of 1993, if applicable per Diocesan policy 4152.4.

14.2 Ill Health Leave

A teacher shall, upon written request to the Principal, be granted leave without pay to care for a personal illness or injury to a member of the teacher's immediate family. Such leave shall extend to a date no later than the close of the next following school year, but may at the teacher's option, be for a shorter period of time, if negotiated with the administration. The teacher is required to notify the Principal, in writing, at the time of request for leave, and of the anticipated date of return, if such a date of return is to be prior to the close of the next following school year. The ill health leave may be renewed at the discretion of the Principal for an additional school year upon written request of the teacher.

14.3 Child-Rearing Leave

Without prejudice to a teacher's ability to use sick leave pursuant to Section 13.2 D due to pregnancy, childbirth, or adoption, any teacher who becomes pregnant or adopts a child shall, upon written request to the Principal and approval, be granted leave without pay to absent himself/herself from work for child-rearing purposes. The date of departure shall be selected by the teacher and he/she shall notify the Principal of this date as far in advance as practicable. A teacher who is pregnant may continue in active employment provided she is able to properly

perform her required functions. Child rearing leaves may continue until the teacher is medically able to return to work. The teacher also has the option of continuing the child-rearing leave until the close of any semester up to and including the semester which concludes the next following school year. If the teacher chooses to return to work at the close of any of the listed semesters, the teacher must inform the Principal in writing of her date of return no later than eight (8) weeks following delivery. The child-rearing leave may be renewed at the discretion of the Principal for an additional semester or school year upon the written request of the teacher.

14.4 Continuing Education Leave

A teacher shall, upon written request to the Principal, be granted a leave of absence without pay for purposes of pursuing a full-time course of studies in an accredited institution of higher learning, to better the professional credentials of the teacher and benefit the school. Such leave shall be granted to any teacher of at least three (3) years service to the school. Such leave shall be granted for one (1) school year, with a possibility of renewal for one (1) additional school year upon the teacher's written request and approval to the Principal prior to April 1 of the school year in which the continuing education was taken. Failure to register for a full-time course of study and provide proof of attendance at the end of each quarter or semester shall be deemed an automatic resignation. This proof must be submitted upon completion of the course by means of official college transcript.

14.5 Military Leave

Military leave without pay shall be granted, by written application to the Principal, to a teacher who is inducted, called to active duty, or who enlists for military duty with any branch of the armed forces of the United States. Any teacher whose teaching services have been interrupted by the armed services of the United States, shall receive reemployment privileges and credit on the salary scale such service as is required by applicable federal law.

14.6 Sabbatical Leave for Professional Improvement

A request for sabbatical leave of absence without pay shall be presented in writing to the Principal with a plan for professional improvement included no later than April 1 prior to the school year that the applicant is requesting the leave to be granted.

- A. Only such leave may be granted for each five years of service in the School. Five continuous years of service are required for application.
- B. Such leave shall be granted for a maximum of one (1) year and may be renewed, at the discretion of the Principal, upon written request prior to April 1 of the school year that such leave was granted.
- C. Termination of such leave must be requested in writing to the Principal by April 1 preceding the September said teacher expects to return to his or her duties in the School.
- D. Time spent on an approved sabbatical leave shall be credited for placement on the salary schedule. Upon receipt of documentation proving completion as stated in 14.4.
- E. Sick leave accumulated prior to sabbatical leave shall remain as accumulated sick leave upon the return of the teacher.
- F. The teacher returning from sabbatical leave shall resume the individual contract status that he or she held prior to the leave of absence

14.7 Special Leave

A teacher may, upon written request to the Principal be granted, at the discretion of the Principal, leave without pay for periods of up to two (2) weeks per school year for reasons not specified by any other provisions of the Article.

ARTICLE 15 – REDUCTION IN TEACHER PERSONNEL

- 15.1 A. Where reductions in teacher personnel (as defined in Article 2.1G) take place, the Principal shall use both the teacher’s area of licensure and building seniority as the criteria in determining the teacher to whom reduction in force is to be applied.
- B. In the case that a reduction in teacher personnel occurs, a teacher with a non-tax license shall be laid off prior to a teacher holding a current teaching license with the State of Ohio without regard to seniority.
- C. In the case of elimination or reduction of a position, this provision applies except that an affected teacher must be allowed to displace, according to building seniority, any less senior teacher in that teacher’s area of licensure. When this occurs a list of all teachers shall be compiled according to seniority and licensure. The Principal will meet with each affected teacher to make faculty appointments based on this list beginning with the most senior teacher in the building.
- 15.2 Reductions in teacher personnel shall not be made upon the basis of salary level.
- 15.3 The following provisions apply to school closings or reductions in teacher personnel occurring after April 15 of a given school year:
- A. Every effort shall be made by the School and the Diocesan School Office to determine school closings and reductions in teaching personnel prior to April 15 so that the time table for notification and/or contracts can be followed as outlined in Article 16.
- B. In the event, however, that a teaching position is eliminated after April 15 due either to a school closing or reduction in teacher personnel, any contract entered into shall become null and void.
- 15.4 Association members returning from suspended contract status after a Reduction in Teacher Personnel, shall receive appropriate placement for purposes of determination of salary and other benefits.

- 15.5 In the event that a teacher's position was reduced or eliminated due to a reduction in teacher personnel, and a position for which that teacher is licensed becomes available, the school shall give written notice of recall by certified mail, return receipt. It shall be the responsibility of each teacher to notify the school of any change of address. A reduced or eliminated teacher's rights under this article remains in effect until the last pay period of the next school year following notification of the elimination of the position.

ARTICLE 16 - INDIVIDUAL CONTRACTS

- 16.1 Teachers shall be offered individual teaching contracts. When issued, the contract offered to the teacher will have been signed by the Pastor and Principal of the School. The teacher shall return the contract in accordance with Article 16.5.
- 16.2 The individual contract shall specify the salary and compensation to be paid for regular teaching duties. The salary and compensation may be increased but not diminished during the school year(s) covered by the contract.
- 16.3 The following provisions shall apply to all individual contracts:
- A. The decision not to renew a contract may not be based upon the salary level achieved by reasons of years of service and/or level of education.
 - B. Teachers whose contracts are to be renewed must receive their contracts by May 15 of the school year in which they are currently employed. No teacher shall terminate his or her contract after the 10th day of July of any school year or during the school year prior to the termination of the annual session without the consent of the Administration. A teacher may terminate his or her contract at any other time by giving five (5) days written notice to the Principal, Pastor or Superintendent.
 - C. A contract may be terminated at any time for gross inefficiency or immorality, for seriously unethical conduct, or for willful or persistent violation of reasonable regulations of the School or the Diocesan School Office. The teacher has the right to appeal such termination of contract through the Grievance Procedure. A written statement of these regulations must be available to teachers at the employing school.

D. A contract may be terminated at any time by mutual agreement and consent of both parties. Either party may initiate action to terminate.

16.4 Individual contracts as of the 1997 contract period shall be of one type only: Limited Contracts. Teachers currently covered by a Continuing or Multi-Year Contract will be grandfathered. In accordance with Diocesan policy, as multi-year contracts expire, only limited contracts will be offered after that. This will be reviewed should Diocesan policy change.

16.5 Limited Contracts

A limited contract shall be for one (1) year duration and is renewable for an additional one- (1) year term. The limited contract is subject to the following provisions:

- A. Under a Limited Contract, a teacher shall have no vested rights to renewal of the contract.
- B. Teachers whose contracts are not to be renewed must be notified of such a decision, in writing, by April 15 of the school year in which they are currently employed.
- C. Upon request by a teacher, the reasons for non-renewal of a contract must be furnished in writing. Where it is determined through the Grievance Procedure that a decision not to renew a limited contract was based upon salary level achieved, the teacher will be offered a contract.
- D. Teachers who receive a contract, and who so desire, must return the contract, properly signed, within two (2) calendar weeks. The contract will then become binding on both parties. Failure to return a signed contract within the two-(2) week period will be considered a resignation. In the event that the grievance procedure is pending on an individual contract based on his/her position on the salary scale, that teacher will have a two week period following the settlement of the grievance to return the signed contract.

- E. A teacher whose Limited Contract is to be renewed must receive a signed contract by May 15 of the school year of current employment. A teacher, who desires to renew his or her contract, must return the contract properly signed within two calendar weeks. The contract will then become binding on both parties.
 - F. Failure to deliver a signed contract to the Principal within such two (2) weeks may be considered by the school as a declination of the contract offer.
- 16.6 The teacher shall, upon request of the Principal, submit a non-binding letter of intent, if known, regarding his or her return to the teaching position for the following year.

ARTICLE 17 - CERTIFICATION FOR TEACHERS OF RELIGION

- 17.1 The following provisions shall apply to elementary school teachers of religion:
- A. Elementary school teachers of religion in the Diocesan School must possess Advanced Certification in religion teaching from the Department of Religious Education. Beginning teachers or those new to the Diocese of Columbus will be given a period of four (4) years in which to acquire this certification. In unique circumstances, the Department of Religious Education may extend this period by application of the teacher.

The religion teacher must have received Basic Certification before beginning his or her third year of teaching religion in the Diocese of Columbus. At the end of the fourth year, he or she must have acquired Advanced Certification before being hired to teach religion the following year. In unique circumstances, the Department of Religious Education may extend these periods by application of the teacher and/or the Principal.
 - B. Teachers who possess a BA or advanced degree in religious education, theology, or related subjects, shall be considered to possess Advanced Certification solely by reason of such education.

- C. The religion teacher must retain Advanced Certification by attending one of the following in the area of religion or the teaching of religion every two years that he or she is employed as a religion teacher:
 - 1. One course
 - 2. An institute
 - 3. Lectures or inservice of approximately six (6) clock hours.

- D. Teachers of religion shall be given credit toward certification or updating for attendance at courses, workshops, or institutes taken under the auspices of an organization or school other than the Department of Religious Education. It is the teacher's responsibility to provide the Department of Religious Education with the necessary information to document attendance and participation.

- E. Elementary teachers who are newly assigned to teach religion in a given year shall be expected to obtain Advanced Certification in accordance with the terms of Section 17.1.

- F. Teachers may use professional leave for any inservice sessions offered by the Department of Religious Education in accordance with Section 13.10A. The Principal may extend professional leave for the certification process.

ARTICLE 18 - INSURANCE BENEFITS

- 18.1 Term Life Insurance – The School shall provide each full time teacher with term life insurance consistent with the diocesan benefit program during each year of the teacher's employment under the terms of this contract.

- 18.2 Health Insurance - The Diocesan Health Care Program is made available to all full time teachers by the School. Full time is defined as a minimum of 30 hours or whatever is set by the Diocese. The school agrees to pay the portion of the cost for single coverage specified by the Diocesan Health Care Program. A participating teacher must pay the balance of the cost as specified in the Diocesan Health Care Program. If a teacher chooses the option of family health

insurance coverage, the school shall pay their portion of the cost for family coverage specified by the Diocesan Health Care Program provided the teacher is the major wage earner. The participating teacher must pay the balance of the cost as specified in the Diocesan Health Care Program. The major wage earner is the spouse earning the larger salary. The Pastor may require Internal Revenue Service W-2 forms or other proof of major wage-earner status.

- 18.3 The Diocesan Dental Care Program is made available to all full-time teachers by the School. The School agrees to pay a portion of the cost for single coverage specified by the Diocesan Dental Care Program. A participating teacher must pay the balance of the cost as specified in the Diocesan Dental Care Program. If a teacher chooses the option of family dental health insurance coverage, the school shall pay the portion of the cost for family coverage specified by the Diocesan Dental Care Program provided that the teacher is the major wage earner. The participating teacher must pay the balance of the cost as specified by the Diocesan Dental Care Program. The major wage earner is the spouse earning the larger salary. The Pastor may require Internal Revenue Service W-2 forms or other proof of major wage-earner status.
- 18.4 All insurance benefits will be made available to part-time teachers at a mutual agreed-upon rate if available through the Diocese.

ARTICLE 19 - PENSIONS

All lay teachers shall be entitled to the benefits of the Diocesan Pension Plan as set forth in the terms of the existing official Pension Plan.

- 19.1 The terms of the Diocesan Pension Plan may be made more beneficial to the teachers during the duration of the Agreement, but in no case shall the Plan be discontinued, or the definition of continuous employment, or the terms as to eligibility, credited service, vesting or accrual of benefits based on past service, be reduced or made more restrictive to the teachers during the duration of this Agreement. The rate of accrual of future benefits may be decreased if actuarially determined necessary to maintain adequate funding of the Pension Plan at the contribution rates which are in effect at the time of the decrease in the rate of accrual of future benefits.

Contributions by the lay teacher and the Diocese shall be made to the Pension Plan. The rate of contribution by the lay teacher shall be what is in place as of August 1, 2005, i.e. 3% of annual base salary. The rate of contribution by the Diocese may be changed by the Diocese but cannot be less than the contribution rate of the lay teacher.

- 19.2 Complete information shall be provided concerning the provisions of the Diocesan Pension Plan to enrolled lay teachers. Such information shall be sufficiently detailed to enable lay teachers to compare the Diocesan Pension Plan benefits with those of other pension plans.
- 19.3 Any full time regular lay teacher of the Diocese, licensed by the Ohio State Department of Education will be eligible to enter this plan as of its effective date, September 1, 1970, provided the teacher has completed one (1) year of service. A lay teacher is eligible to enter this plan on the first day of the calendar month after completion of one (1) year of service after September 1, 1970.
- 19.4 If a lay teacher was employed by the Diocese prior to September 1, 1970, the teacher will be enrolled as a Contributing Participant if the teacher participated in the prior retirement plan for teachers. If the lay teacher did not participate in the prior retirement plan for teachers, the teacher may elect to enroll in the Diocesan Pension Plan as either a Contributing or Non-Contributing Participant. Lay teachers employed by the Diocese after September 1, 1970, will be required to join the Plan as Contributing Participants when eligible.
- 19.5 Contributing Participants who first enter the Plan on or after September 1, 1970, and who did not participate in the prior plan, although eligible, will receive benefits in the present Diocesan Pension Plan based on service after September 1, 1970.

ARTICLE 20 - SEPARABILITY

- 20.1 The Association and the School intend that this Agreement shall in all respects be construed and applied in a manner consistent with the applicable statutes, regulations and court decisions of the State of Ohio and the Diocese of Columbus. In the event that any provision of this Agreement shall be determined by the appropriate authority to be contrary to any statute or regulation, such provision alone shall become thenceforth invalid and of no effect, but all other provisions of this Agreement shall not be deemed illegal or unenforceable. The parties agree to

meet promptly to discuss any decision which renders any portion of this Agreement null and void.

- 20.2 If, during the term of this Agreement, the administration is notified of any change in any applicable law or regulation of the State of Ohio or the Diocese of Columbus which would invalidate any provision of this Agreement, they shall notify the Association President immediately. The parties will then meet to negotiate any necessary change in the Agreement relative to the affected provision only.

ARTICLE 21 - DURATION OF AGREEMENT

- 21.1 This agreement shall become effective August 16, 2008 and shall remain in effect until 12:01 a.m. on August 16, 2011 at which time these provisions will be re-negotiated in accordance with Article III.1 of the Procedures for Professional Negotiations. Issues related to monetary compensation will be negotiated in 2009 and will become effective August 16, 2009 and remain in effect until 12:01am on August 16, 2011.

ARTICLE 22 - SALARY SCHEDULE

- 22.1 The basic salary paid a full-time lay teacher in the School shall be according to the salary scale set there to in the Salary Schedule. (For Salary Schedule, see Appendix E)
- 22.2 The following general provisions apply to the progression of a teacher on the salary scale.
- A. One year of teaching experience is defined as employment of at least one hundred twenty (120) teaching days of any school year on a full-time basis.
 - B. Eligibility for BS plus 18 hours shall be granted to teachers who complete eighteen (18) semester credit hours (or twenty-seven (27) quarter credit hours) of undergraduate or graduate study, after the completion of the BA or BS degree. These hours must be related to the teacher's areas of licensure, in the methodology of teaching in those areas, curriculum, guidance and counseling, or other related areas. No teacher who has, in previous contract with the School, been considered on the "BA plus 150" shall lose that status by virtue of the preceding definition.

- C. Salary adjustment for additionally earned credits beyond the bachelor's degree shall be effective on or before September 1 of the forthcoming school year provided that such courses are completed on or before September 1 of the year in which the salary adjustment is requested. Verification must be received by the Principal that the necessary credits were earned from an accredited college.
- D. The annual basic salary shall be paid over a twelve- (12) month period commencing in September and ending in August.

ARTICLE 23 - TUITION REDUCTION

- A. Teachers will receive a 65% reduction in tuition for their first child enrolled in the School. Tuition for additional children will be reduced by 50%. This is for tuition only and excludes any and all additional fees. Such reductions will be payable in accordance with appropriate IRS rules and regulations.

ARTICLE 24 - END OF SERVICE GIFT

A teacher who leaves the school after fifteen (15) or more years of service shall be compensated twenty-five hundred dollars (\$2,500). A teacher who leaves the school after twenty (20) or more years of service shall be compensated three thousand five hundred dollars (\$3,500). A teacher who leaves the school after twenty-five (25) or more years of service shall be compensated four thousand five hundred dollars (\$4,500.) A teacher with at least ten (10) years of service to the school shall be allowed to count service in other Catholic schools toward their total years of service. A teacher may only receive this End of Service Gift once.

A teacher must notify the principal and pastor in writing of his/her intention to utilize this provision by July 10th of the year of departure. The teacher will receive the End of Service Gift with his/her last paycheck in August of the year of departure unless the teacher is receiving VESI (see Article 25.2). In the event of unforeseen circumstances, the pastor may approve payment without notification by the July 10th deadline.

ARTICLE 25 VESI (VOLUNTARY EMPLOYEE SEVERENCE INCENTIVE)

- 25.1 Eligible teachers with eighteen (18) or more years of Diocesan full-time teaching experience may choose to voluntarily resign their employment under the Voluntary Employee Severance Incentive (VESI). Under VESI a teacher will receive the total of the current year salary according to the Agreement. This severance incentive shall be paid in equal annual installments over no less than three (3) years or over more than three (3) years at the teacher's option via direct deposit. (See Appendix F for application forms.)
- 25.2 End of Service Gift (see Article 24) will be paid in equal annual installments with VESI payments in accordance with the teacher's option of three or more years.
- 25.3 One teacher will be eligible to receive this severance incentive every three years or more often at the Parish Finance Council's discretion.
- 25.4 First priority shall be determined according to seniority. Seniority will be based on the number of years of full-time teaching experience in the schools of the Diocese.
- 25.5 A teacher must submit a written application no later than March 15 of the current school year in order to qualify for VESI at the end of the current school year. The teacher will be notified as to his/her status regarding VESI no later than April 15 of the current year. Application by the teacher serves as notice by said teacher that if VESI is approved, it is accepted by the teacher and the teacher's application will be considered a voluntary resignation effective upon the close of the school year. A teacher who has been approved for or paid VESI benefits is not eligible for re-hire in a full-time teaching position in the schools of the Diocese.
- 25.6 The initial payment for this program shall begin with the first pay period of the following school year (i.e., the school year that begins in the Fall following the approval of VESI benefits). Payment of VESI benefits shall be the responsibility of the school or parish where the teacher is employed at the time of voluntary resignation. In the event the school is closed prior to the teacher receiving the total amount of money granted by VESI, the parish will be responsible for the remaining payments.

- 25.7 In the event of a teacher's death prior to receiving the total amount of money granted by VESI, the remaining payments will be continued, according to the original schedule of payments, to the teacher's spouse, or secondarily to his or her estate, unless the teacher otherwise directed by a notarized written communication to the school.
- 25.8 In accordance with the Internal Revenue Code, the Ohio Revised Code and various taxing authorities, all VESI payments are subject to federal, state, city, social security and Medicare taxes. The teacher will receive a W-2 each year from the school or parish where the teacher was employed at the time of voluntary resignation. In the event of a teacher's death prior to receiving the total amount of money granted by VESI, the remaining payments will be continued, according to the original schedule of payments, to the teacher's spouse, other beneficiary or secondarily to his or her estate, unless the teacher otherwise directed by notarized written communication to the school. Only payments received by the teacher's beneficiary or estate in the year of death will be reported on a W-2 by the school or parish. The payments in the remaining years would not be subject to city, Social Security, or Medicare taxes. These subsequent payments would be reported on a 1099 Form.

ARTICLE 26 SUPPLEMENTAL SALARIES FOR EXTRA DUTY ASSIGNMENTS

- 26.1 "Extra Duty Assignments" are defined as duties, the majority of which are performed outside the school day. The assignments should be significant, periodic, recurring and/or permanent. (10.3 E)

Salaries will be paid to teachers performing extra duty assignment as listed in Class I, II, or III. These salaries shall be determined by the schedule set forth for each classification. Nothing in this Agreement prohibits the school from providing a supplement to a teacher for the performance of an extra duty assignment not otherwise compensated under Article 10.3 E.

Class I - \$350.00/person

Destination Imagination Advisor (1) person

History Day Advisor (1) person

Science Day Advisor (1) person

Liturgical Choir Director (1) person

Musical Director (1) person
Student Council Advisor (2) people
Yearbook Advisor (1) person

Class II - \$250.00/person

Camp Ohio Advisor *if an overnight stay is required (2) people
Days of Creation Coordinator (1) person
Discovery Fair Advisor (1) person
Math Counts Advisor (1) person
Power of the Pen Advisor (1) person
Skating Party Advisors (2) people
Spelling Bee Coordinator (2) people

Class III - \$125.00/person

Author Visit Coordinator (1) person
Confirmation Coordinator (1) person
Eighth Grade Graduation Coordinators (2) people
First Communion Coordinator (1) person
Jr. High Dance Advisor (1) person
Kindergarten Graduation Day Coordinators (3) people
Reconciliation Coordinator (1) person
Retreat Day Coordinator (2) people
Ropes Coordinator (1) person
Spring Graduation Dance Advisor (7th grade) (2) people

26.2 The following apply to extra duty assignments:

- A. Extra duty assignments are arranged within three (3) classifications.
- B. The total dollar amount allowed for supplemental salaries shall not change during this three year contract period and shall not exceed \$7,175.00 per year.
- C. The Association shall have the opportunity to modify the classifications as needed so long as the \$7,175.00 amount is not exceeded.

D. The principal is not required to employ all positions each school year, but may work with the Association to utilize the unused supplemental salaries per Article 26.2C.

26.3 All teachers shall be notified of vacant compensated extra duty positions as listed in Article 26.1 by posting in the school office. All eligible teachers in the school may apply and shall receive consideration for such positions.

26.4 Where the teacher agrees to perform an extra duty assignment, he/she shall be compensated for such assignment as set forth in Article 26.1, if such extra duty assignment is subject to compensation under this Agreement. A teacher may volunteer to perform an extra duty assignment that is not compensated pursuant to Article 26.1, but, under no circumstances, shall the teacher be required, as a condition of employment or re-employment, to perform such uncompensated extra duty activities. A teacher who has previously performed an uncompensated extra duty assignment shall not be required as a condition of re-employment to perform a compensated or uncompensated extra duty assignment. Where a teacher volunteers to perform a compensated extra duty assignment, he/she shall not be required to perform that assignment beyond that contract year.

26.5 The Administration shall develop and maintain a position description for each compensated extra duty assignment. This position description shall list assignment responsibilities and time expectations. This position description shall be developed or revised by the Administration with the assistance from teachers and shall be available for inspection by teachers in the school office.

26.6 The teacher or Administration shall provide written notice to the other, by May 15 of the current school year that the teacher will not perform an extra duty assignment the following school year.

ARTICLE 27 - MISCELLANEOUS PROVISIONS

A. The Parish Finance Committee in cooperation with the Board as defined in the document, "Procedures For Professional Negotiations" and the Executive Board of St. Francis de Sales Education Association have the joint responsibility to review the goal of 80% of the Newark City Schools base salary for continued viability.



St. Francis de Sales School Grievance Form

Level:

Disposition Due By:

Name of Grievant: _____

Article(s) and Section(s) Grievied: _____

Nature of Grievance and dates of the alleged violation (attach any appropriate memos, narrative, etc.): _____

Remedy Requested: _____

Signature of Grievant: _____ Date: _____

Administration Signature: _____ Date: _____

To be completed by the Principal following the discussion with the Teacher

Response by Principal/Pastor/Superintendent: _____

Signature by Principal/Pastor/Superintendent: _____ Date: _____

Signature of Grievant: _____ Date: _____

(ACKNOWLEDGEMENT OF RECEIPT ONLY)



**St. Francis de Sales School
Supplemental Contract**

St. Francis de Sales School hereby engages the employee:

to perform the duties and responsibilities of the position of

The teacher shall be compensated in the amount of _____
following the completion of this extra duty assignment.

- Extra duty classifications are referred to in Article 26 of the Agreement
- Duties, responsibilities and time expectations are listed on the attached page.

Signed by:

Teacher

Date

Principal

Date



**St. Francis de Sales School
Teacher Education Program
Application Form**

Name of Teacher _____

Title of course/seminar _____

Date(s) _____

Is it being taken for college credit? (Please circle) yes no

Amount of reimbursement requested? _____

*up to \$200.00 for workshop/seminar or \$300.00 for college credit

Does this course/seminar meet you IPDP goal? (Please circle) yes no

Teacher: _____ Date: _____

Principal: _____ Date: _____

*Teacher must provide verification of the cost of the seminar/course with this form.

*Teacher must provide verification that course/seminar was attended and that college course was passed. Failure to provide this will result in teacher being required to reimburse the Parish for the full amount that was accepted. (Article 12.2-C)

Office Use Only

Cost verification attached?

Received by Accountant for check processing? Date: _____

Verification of attendance/course completion with passing score received?
Date: _____



Request for Leave

Leave Information

Formatted: Font: (Default) Arial, 18 pt, Bold

Employee Name:

Type of Leave Requested:

- Sick Emergency Bereavement Time Off Without Pay
 Personal Professional Jury Duty Other

Dates of Absence: From: _____ To: _____

Employee Signature

Date

Principal Signature

Date

Appendix E

**St. Francis Teacher's Association
Payscale 2008-2009**

EXPERIENCE	INCREMENT	BA	BA+	MASTERS
0	1	\$25,723.00	\$26,237.00	\$28,020.00
1	1.04	\$26,751.92	\$27,554.48	\$29,427.11
2	1.08	\$27,780.84	\$28,614.27	\$30,558.92
3	1.12	\$28,809.76	\$29,674.05	\$31,690.74
4	1.16	\$29,838.68	\$30,733.84	\$32,822.55
5	1.2	\$30,867.60	\$31,793.63	\$33,954.36
6	1.24	\$31,896.52	\$32,853.42	\$35,086.17
7	1.27	\$32,668.21	\$33,648.26	\$35,935.03
8	1.31	\$33,697.13	\$34,708.04	\$37,066.84
9	1.34	\$34,468.82	\$35,502.88	\$37,915.70
10	1.38	\$35,497.74	\$36,562.67	\$39,047.51
11	1.41	\$36,269.43	\$37,357.51	\$39,896.37
12	1.44	\$37,041.12	\$38,152.35	\$40,745.23
13	1.47	\$37,812.81	\$38,947.19	\$41,594.09
14	1.5	\$38,584.50	\$39,742.04	\$42,442.95
15	1.53	\$39,356.19	\$40,536.88	\$43,291.81
16	1.56	\$40,127.88	\$41,331.72	\$44,140.67
17	1.59	\$40,899.57	\$42,126.56	\$44,989.53
18	1.62	\$41,671.26	\$42,921.40	\$45,838.39
19	1.65	\$42,442.95	\$43,716.24	\$46,687.25
20	1.68	\$43,214.64	\$44,511.08	\$47,536.10
21	1.71	\$43,986.33	\$45,305.92	\$48,384.96
23	1.74	\$44,758.02	\$46,100.76	\$49,233.82
25	1.77	\$45,529.71	\$46,895.60	\$50,082.68
27	1.8	\$46,301.40	\$47,690.44	\$50,931.54
29	1.83	\$47,073.09	\$48,485.28	\$51,780.40
30	1.86	\$47,844.78	\$49,280.12	\$52,629.26

**Voluntary Employee Severance Incentive
(VESI)**

Application Form

Teacher: This form must be completed and submitted to your principal no later than March 15 of the current school year.

Name of Teacher _____

School _____

Number of Years of Teaching Experience in the Diocese _____

Current Salary _____

Current Supplemental Salary _____

End of Service Gift _____

Total Salary requested for VESI _____

In accordance with the Internal Revenue Code, The Ohio Revised Code and various other taxing authorities, all VESI payments are subject to federal, state, city, social security and Medicare taxes. The teacher will receive a W-2 each year from the school or parish where the teacher was employed at the time of voluntary resignation.

If VESI is granted pay will be taken over:

_____ 3 years

or

_____ Number of years requested if more than 3 (e.g. 5 years, 7 years, etc.)

Submitted by _____
Teacher's Signature Date

Received by: _____
Principal's Signature Date

The teacher is to submit this original to principal.
The teacher should keep a copy for his/her records.

**Voluntary Employee Severance Incentive
(VESI)**

Status Form

Principal: Please complete and return this form to the teacher with the application form attached no later than April 15 of the current school year.

Name of Teacher _____

School _____

Number of Years of Teaching Experience in the Diocese verified

_____ Yes _____ No

(if no, explain)

_____ VESI has been approved in the sum of \$ _____ to be paid
over _____ years.

_____ VESI has not been approved. Specify reason:

Completed by: _____ Date _____
Principal's Signature

**Voluntary Employee Severance Incentive
(VESI)**

Status Form

Page 2

To be completed by teacher if approved.

In the event of my death, the remaining payments are to be paid to

_____ my spouse

_____ my estate

_____ other (specify)

Accepted by: _____ Date _____
Principal's Signature

The teacher must return the original of this form, signed, to the principal no later than five (5) working days from the receipt. The teacher should keep a copy for his/her record. The original remains in the teacher's file at the school. The principal is to send a copy to the Diocesan Department of Education Personnel Office.