

AGREEMENT

Between the Diocese of Columbus

and the

**Central Ohio Association of Catholic Educators
(COACE)**

AUGUST 1, 2011 - JULY 31, 2014

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AGREEMENT

Between the Columbus Diocese

and the

Central Ohio Association of Catholic Educators

August 1, 2011 – July 31, 2014

ARTICLE 1-AGREEMENT

- 1.1 This is an Agreement between the Central Ohio Association of Catholic Educators (hereinafter, the Association) and the Columbus Diocese (hereinafter, the Diocese). The purpose of this Agreement is to set forth the understanding between the parties as to the compensation, hours, terms, and conditions of employment of all teachers of the Columbus Diocesan Schools of the Franklin County Deaneries (hereinafter, the Deaneries), except that this Agreement shall not cover the salaries and other economic fringe benefits of Religious teachers. Any term or condition of this Agreement may be superseded by any contract, agreement or policy between the Religious Community and the Diocese or Principal, but such supersedence shall apply only to members of the affected religious community. 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 in the schools of the Deaneries and also as a means by which legitimate expression is given to teacher concerns, as represented by the Association.
- 1.3 The Association and the Diocese agree to abide by and enforce the provisions of this Agreement.

ARTICLE 2-DEFINITION OF TERMS

2.1 As used in this Agreement:

- A. Diocese shall mean the Roman Catholic Diocese of Columbus, Ohio.
- B. Superintendent shall mean the Superintendent of Schools of the Diocese of Columbus.
- C. Teachers shall mean the full-time certificated/licensed employees teaching in grades K-12 of the schools of the Deaneries, except for the following positions: Superintendent, Assistant Superintendents, Principals, Assistant Principals, Vice-Principals or any non-existing administrative position of like capacity, teacher aides, media aides, substitute teachers, preschool teachers and staff.

A full time teacher is defined as one who is under contract by one (1) or more schools to teach in an assignment which requires at least five (5) hours per day for at least four (4) days per week and no less than one hundred twenty (120) days per school year.

A teacher who teaches in more than one school who meets the definition of a full-time certificated/licensed employee shall be covered by the provisions of this Agreement, except that the teacher shall hold only a part-time contract as issued by the Diocesan Office of Catholic Schools. To be eligible for economic benefits, including health insurance, under the Agreement, the teacher must notify the Principal of each of the affected schools in writing before signing a part-time contract with each school that he or she would qualify for such benefits by virtue of teaching in more than one school. An affected school may decline to execute the teacher's part-time contract. However, once the school signs the teacher's part-time contract with knowledge of the teacher's status as a full-time certificated/licensed employee, the same full-time status shall remain in effect for any succeeding year in which the teacher is employed, unless an affected school receives notification from the teacher of a change in this status, or unless a teacher receives notification from the Principal of any change in this status. This notification, on the part of the teacher or the Principal, must be given before signing any subsequent part-time contract. Should the teacher fail to give notification of a change in status, where appropriate, any subsequent part-time contract may be terminated by an affected school.

- D. Standard School Day shall mean the customary time when students are scheduled to begin and end the day.

Contracted School Day shall mean no more than thirty (30) minutes before and thirty (30) minutes after the standard school day.

E. Association shall mean the Central Ohio Association of Catholic Educators (COACE). The Association shall represent all teachers of the schools of the Franklin County Deaneries equally and without discrimination, regardless of their membership or non-membership in the Association.

F. Schools of the Franklin County Deaneries means all Columbus Diocesan Schools located within the geographic boundaries of the following Deaneries:

Center City	West Columbus (Except London)
Northwest Columbus	South Columbus
North High Columbus	East Columbus
Northland Columbus	

ARTICLE 3-RECOGNITION

For the duration of this Agreement, the Diocese recognizes the Association as the sole and exclusive bargaining representative(s) for all teachers of the schools of the Deaneries. Such recognition means that the Diocese 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.

ARTICLE 4-RIGHTS AND RESPONSIBILITIES OF THE ASSOCIATION

- 4.1 In addition to other rights and privileges accorded to the Association elsewhere in this Agreement, the Association shall have the rights specified below
- 4.2 The Diocese and Schools shall not discriminate against any teacher because of membership in or activity on behalf of the Association.
- 4.3 The President of the Association and authorized Representative(s) shall have the right to visit all schools in the Deaneries for the purpose of carrying out Association business. Such visits shall be made only upon prior notification to the school Principal that the purpose of the visit is for Association business. In no event shall such visits interfere with or interrupt normal school operations.
- 4.4 By October 1st of each school year, the Superintendent shall supply to the Association President an accurate and complete list in the form of an electronic data file of all teachers in the schools of the Deaneries. This list shall include home addresses, and phone numbers. Upon request from the Association President, the list shall also include on a school-by-school basis, date of hire, years of experience granted for use on the salary scale, educational level attained, and health insurance coverage status. Also, if requested by the Association President, the list shall be updated on a periodic basis during the school year.
- 4.5 Representative(s) of the Association shall be permitted to transact Association business on school property at reasonable times mutually agreed upon by the Principal and designated representatives of the Association Executive Board, without charge, provided that this shall not interfere with or interrupt normal school operations.
- 4.6 In each school the Association shall have at least one but no more than two internal members as its Building Representative(s), as defined in the Association's Constitution and bylaws, for purposes of liaison between the teachers and Principal in matters pertaining to the administration and application of this Agreement.
- 4.7 After election by the teachers, according to the Association's Constitution and bylaws, each school shall, upon notification by the Association, recognize the Building Representative(s) as the official Representative(s) of all teachers at the school in matters pertaining to the administration and application of this Agreement.
- 4.8 Meetings with the Principal:

No person in attendance shall be denied scribing and retaining notes during the meeting.

 - A. The Association's Building Representative(s) shall have the right to meet with the Principal at a mutually agreeable time in the event the Building Representative(s) expresses to the Principal that a problem or concern

might be resolved by such a meeting.

- B. If a Principal requests a meeting with a teacher, the teacher may, but is not obligated to, request the presence of a Building Representative at the meeting, or, in the absence or unavailability of a Building Representative, a person agreed upon by the teacher and the Principal, to serve as a witness. The Representative shall act as a witness only and shall not participate in the meeting unless otherwise mutually agreed.
- 4.9 The Association's Building Representative(s), upon timely request, shall be permitted by the Principal to use an individual office or room, computer equipment and multi-media equipment when available, without charge, for Association business.
- 4.10 The Association's Building Representative(s) shall be permitted reasonable use of school bulletin boards, email addresses and mailboxes for purposes of communication with all teachers.
- 4.11 The Association Building Representative(s) shall be given time, early in the agenda, at every faculty meeting to announce Association business and activities. Administrators may be invited by the Building Representatives to remain at the meeting during the discussion of association business, but otherwise should not be present in the room.
- 4.12 In each school the Association shall arrange with the Principal for time early on the agenda of orientation days prior to the beginning of the school year for conducting Association business. Administrators may be invited by the Building Representatives to remain at the meeting during the discussion of association business, but otherwise should not be present in the room.
- 4.13 The Agreement will be made available online within 45 days of ratification.
- 4.14 Upon the request of the Association, members of the Association's Executive Board shall be released with regular pay from their normal daily assignment for the equivalent of two (2) school days per school year. If the Negotiations Chairperson is not on the Executive Committee, the two day release is granted. Such time shall not be deducted from sick leave. The Executive Board may take additional days but the Association shall reimburse the school for the salary of the substitutes requested. Such request of release time sought shall be made to the appropriate Principal at least twenty-four (24) hours in advance for the President and Vice President and forty-eight (48) hours in advance for all other Executive Board members. The purpose of the release time shall be for conducting Association business.
- 4.15 The Association President and his/her designee, and the Vice President shall meet, as needed throughout the school year with the Superintendent for the purpose of discussion of any problem(s) relative to this Agreement and to share any relevant and available information concerning the financial status of the schools of the Deaneries.

- 4.16 The Association President and/or Vice President may, upon written application, be released from his/her regular position of employment for a period of not less than one year, subject to yearly renewal. Application for this release must be submitted to the Superintendent and principal(s) of the employing school(s) by the Association President and/or Vice President by May 1 of the school year prior to the requested release. The Association President and/or Vice President may request full-time or part-time release from his/her regular position of employment. If the Association President and/or Vice President is a High School Teacher, an application for full-time release shall be granted, but an application for part-time release is subject to the approval of the school. If the Association President and/or Vice President is an Elementary School Teacher, an application for full-time release shall be granted, but an application for part-time release is subject to approval of the school.
- 4.17 The Association shall be responsible for reimbursing the school(s) for the entire cost of the Association President's and/or Vice President's salary and benefits, including the school's insurance and pension contributions, where the Association President and/or Vice President is released full-time. The Association shall be responsible for reimbursing the school(s) for the pro-rata share of the Association President's and Vice President's salary and benefits, including the school's insurance and pension contributions, where the Association President and/or Vice President is released part-time. While so released, the President and/or Vice President shall retain all insurance, pension and other benefits in conformity with this Agreement and benefit plan requirements. While so released, the President and/or Vice President shall continue to accrue seniority for salary step increases and for all other purposes as if he or she were continuing in his/her regular position of employment. Upon expiration of the release time, the President and/or Vice President shall be returned to his/her regular position of employment or to a position mutually agreed to by the Association President and/or Vice President and the Principal(s).
- 4.18 Every effort will be made to provide the President and Vice President their last period of the school day as a duty-free period. The President and Vice President will be allowed to perform Association business during this period. If a school is unable to provide the President and Vice President the last period of the day as a duty-free period, the teacher and Principal will mutually schedule a duty-free period agreeable to both parties.
- 4.19 The Association President and Vice President shall be permitted, upon notification to the Principal, to leave the school building to perform Association duties during his/her duty free period.
- 4.20 As stated in the COACE Constitution, the purpose of this Association shall be to foster Catholic education in the Diocese of Columbus by:
- A. Monitoring, protecting, and improving the welfare of all Diocesan teachers;
 - B. Promoting the professional growth of teachers and other professional

workers in the schools by encouraging adherence to high standards of professional competence and through the improvement of the welfare of the teachers;

- C. Acting as a means of communication among professional staff of the schools of the Diocese;
- D. Providing a means of dialogue between the Association, the Office of Catholic Schools, the Principals' Association, the Diocesan Administration and any other groups where such a dialogue would be mutually beneficial;
- E. Involving the Association in Diocesan and community affairs where such is necessary and proper and deemed beneficial to the cause of Catholic education;
- F. Fostering a spirit of Christian principles.

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 costs 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 the Association's engagement of any attorney. The lay teacher will also be responsible for the Association's expenses for engagement of the arbitrator. The Association may institute legal proceedings to compel payment of any expenses it incurs in regard to this paragraph.
- 5.3 Association dues may be deducted, upon written authorization by the teacher, from the teacher's payroll checks in a manner and frequency acceptable to the Principal, pastor and the Association. The Association shall pay the reasonable costs of payroll deduction processing.

ARTICLE 6-GRIEVANCE PROCEDURE

- 6.1 This grievance procedure is adopted to assure an opportunity for teachers and administrators to have unobstructed communication with respect to alleged grievances without fear of reprisal; to reduce the potential areas of conflict between teachers and administrators and the Diocese or Boards; to assure freedom of communication through recognized channels of communication among administrators, teachers, and the Diocese; and to contribute to development of improved morale and effectiveness of teachers.
- While nothing in this Article is intended to discourage or prohibit informal discussion or resolution of a dispute prior to the filing of a grievance, this grievance procedure shall be the exclusive procedure used for determining all grievances as defined in Article 6.2.
- 6.2 A grievance is a claim that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement, or any regulation, order, or policy of the Diocese, Diocesan Office of Catholic Schools, or school of the Deaneries.
- 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. Specifically, it is the intention of the Association and the Diocese to resolve most grievances, where possible, at Level One of the grievance procedures, as set forth in paragraph 6.12 herein.
- 6.6 The failure of an individual teacher or the Association to act on 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 step. However, the time limits at any level 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 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 the arbitrator's services and the expenses which are common to both parties to the arbitration shall be

borne equally by the school involved and the Association. Each party to an arbitration proceeding shall be responsible for compensating its own Representative(s) and witnesses.

- 6.9 From the date of occurrence or notification giving rise to a grievance, a teacher shall have ten (10) school days during the year or two (2) calendar weeks between June I and September I in which to notify the building Principal formally in writing of said grievance. With this formal notification of said grievance, the calendar of events, as outlined in paragraph 6.12, will commence. Failure to notify in writing within the prescribed time frame will preclude any further action on claimed grievance. See Appendix XXVII-Grievance Form.
- 6.10 An atmosphere of mutual respect is to be maintained between the Association Building Representative(s) and the Building Principal. Each level of the grievance procedure is a meeting where the parties are on equal grounds 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.
- 6.11 Hearings and conferences under this 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 grieving teacher or the Association Representative(s) 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.
- 6.12 Levels of Procedures
- A. Level One - The teacher will present the grievance in writing to the Building Principal either directly or through the Association's Building Representative(s). The written grievance should state the specific nature of the grievance and the remedy requested. (See Grievance Form, Appendix pg. XXVI)
- The grievant shall, at a mutually agreeable time, discuss the matter with the Principal. Two (2) calendar weeks is the time limitation period for the disposition of Level One.
- B. Level Two - If a satisfactory disposition of the grievance is not reached

at Level One, the grievant must within one (1) calendar week refer his or her grievance in writing to the Association's Grievance Committee through his or her Representative(s). The Committee will meet in executive session during which any party of interest shall have the right to appear and to be heard. Decision of the Grievance Committee is to be made within two (2) calendar weeks after official reference. If no decision is rendered, or if the grievant is dissatisfied with such decision, he or she may continue the grievance at his or her own responsibility, and proceed in lieu of the Association in all subsequent levels of this grievance procedure. If the Association's Grievance Committee agrees with the validity of the grievant's claim, it will file in writing the formal grievance with the Superintendent of Schools, with a copy to the Building Principal within one calendar week.

- C. Level Three - Upon receipt of the grievance, the Superintendent or his/her representative may:
1. Agree with the decision made by the Association Grievance Committee, or
 2. Negotiate with the Association President to reach a decision/compromise, or
 3. Inform the Association that he/she disagrees with the decision of the Association Grievance Committee.

The Superintendent has three (3) calendar weeks to render a decision. If such decision is not satisfactory, the Association may take the grievance to Level Four.

- D. Level Four - In the event that the grievant is not satisfied with the resolution to the decision at Level Three, the matter may be submitted to binding arbitration.

Notice of such an intention must be given to the Superintendent by the President of the Association within two (2) weeks of the resolution of the grievance at Level Three. The Superintendent and the President will make arrangements to implement the arbitration procedure. The arbitrator shall be named by soliciting seven (7) names from the American Arbitration Association. The Association President and the Superintendent or their designees will each strike three (3) names from the list. The remaining person will be the Arbitrator. The person selected as Arbitrator must be notified of his or her selection within ten (10) days of receipt of the list of seven (7) names from the American Arbitration Association. The decision of the Arbitrator will be final and binding on all parties to the proceedings.

The selection or rejection of an applicant under Articles 11.3 or 16.1(D) shall not be subject to disaffirmance by an arbitrator if the school follows the procedures prescribed in such Articles.

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 safe, healthful, and clean working conditions at all times.
 - B. Clean, and private restrooms, separate from students' facilities, shall be provided exclusively for the use of all teachers.
 - C. Duplicating machines (or photocopying machines), a typewriter, and a computer with internet access and a printer shall be made available in each school for the exclusive use of teachers and staff in carrying out their professional tasks. This equipment shall be available for the duration of the contractual day.
 - D. Each classroom shall have sufficient instructional board(s) (e.g. chalk, white, bulletin, SmartBoard®) in every classroom to complement the teacher's instruction.
 - E. One room, suitably furnished and vented, shall be reserved for use as a workroom for faculty and staff. This workroom shall be reserved for exclusive use of teachers and staff during school hours. The Principal or pastor may sanction other use of this workroom outside of school hours, provided that appropriate steps are taken by the school to safeguard the personal property of teachers and staff. This may be accomplished by providing teachers and staff with an accessible drawer, mail box, or file space which can be secured.
 - F. A telephone or separate line shall be made available for the use of the teachers.
The telephone shall normally be located in the Faculty and staff workroom. If the telephone is not located in this workroom, it shall be located in an area that affords maximum privacy to the teacher.
 - G. Current textbooks and educational materials to provide tools, support, and enrichment for the teacher's implementation of the Diocesan Graded Courses of Study shall be made available in each school for use by the teachers.
 - H. Per Diocesan Regulation, class size is limited to 35 students unless special permission is granted by the Superintendent of Schools.
 - I. All school business must be conducted using the teacher's ceducation.org email account.

ARTICLE 8-BUILDING STAFF MEETINGS

- 8.1 Each teacher may be required to attend no more than two (2) staff meetings per month. A staff meeting is defined as a meeting called by the Principal, which all teachers are required to attend. Teachers will be given a list of staff meetings at the opening meeting annually. Except in the case of an emergency, such required staff meetings will not extend beyond 4:30 p.m. and will not exceed sixty (60) minutes beyond the end of the contracted day. Early dismissal days with staff meetings will not extend beyond 4:30 p.m. and will not exceed sixty (60) minutes beyond the end of the contracted day. In addition, teachers may be required to attend other necessary meetings that the Principal schedules during the contracted day. Attendance at additional meetings held outside the contracted day will be voluntary unless they are called because of an emergency situation at the school.
- 8.2 Committee meetings are not staff meetings. Teachers may be assigned to committees by the Principal, but a teacher may not be required to attend a committee meeting or engage in committee work outside of the contracted day as defined in Article 10.4E

ARTICLE 9-PERSONNEL FILES

- 9.1 The parties agree that the Superintendent may establish written policies for the custody, use, and preservation of appropriate records pertaining to teachers. An official personnel file shall be maintained in the office of the Principal for each teacher. A duplicate of the personnel file for each teacher shall be maintained at the Diocesan Office of Catholic Schools.

The official personnel file shall contain, but not be limited to: a Diocesan teaching application, official college transcripts, a copy of a valid teaching certificate, and letters of reference or a college credential file. Copies of attendance/sick leave/personal business leave forms, teaching contracts, classroom evaluation forms, and registration cards shall be added to the file each year.

- 9.2 Each teacher shall have access to his or her official personnel file at reasonable times. An Association Representative or legal counsel 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 any material in the teacher's file, except teacher references which may be withheld from review. No teacher shall be granted access to references written at or prior to the time of employment.
- 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 sustained 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 signed and dated by the teacher and attached to the material. A teacher may be required to sign materials placed in his or her file. The teacher's signature only acknowledges receipt of the document and does not signify the teacher's agreement to the content.
- 9.5 Any 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 not be placed in the personnel file unless the teacher is simultaneously provided a copy.
- 9.6 All material placed in the teacher's file shall be signed and dated by the administrator before the teacher is provided a copy.

ARTICLE 10-PROFESSIONAL RESPONSIBILITIES

- 10.1 Professionally, the teacher is required to assist in the operation of the school throughout the school day, according to the direction of the school Principal who shall make assignments of individual teachers as equitably as possible in view of the total school schedule. At the teacher's request, the teacher shall be given the opportunity to discuss his/her assignment with the Principal.
- 10.2 The following provisions apply only to elementary school teachers.
- A. The Principal has the right to make teaching assignments. In the event that a teacher's assignment is to be changed after May 30, the teacher shall be notified by the Principal of the assignment change as soon as practical. The teacher shall be given the opportunity to discuss with the Principal the reason(s) for the assignment change.
 - B. The schedule of academic classes will be based on the standard school day.
 - C. A teacher must have scheduled thirty (30) uninterrupted, duty free, and consecutive minutes for lunch every standard school day between the hours of 10:30 a.m. and 1:30 p.m.
 - D. 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.
 - E. Provision shall be made in each teacher's schedule for a minimum of one hundred fifty (150) minutes of conference time each week divided into at least three (3) conference periods each week. The conference periods are not to be scheduled before the first class begins or after the students are dismissed for the day. A conference period need not be rescheduled when an occasional change in school schedule preempts or shortens the scheduled period.
 - F. When a teacher is absent or is not available to teach in their assigned classes, the school shall make every effort to obtain a substitute teacher for those classes. If no substitute teacher is available, thereby causing a preemption of conference periods for the classroom teacher, the classroom teacher may be asked to substitute for the absent teacher for his/her conference period to a maximum of five (5) substitutions each year. Each teacher shall thereafter be compensated twenty (\$20) dollars per substitution for the conference period. If a teacher has served five (5) substitutions, no additional substitutions shall be requested, unless there is no other teacher available who has served fewer preempted periods. It is the responsibility of the Principal to maintain and publish an accurate record of all substitutions.
- 10.3 The following provisions apply only to secondary school teachers:
- A. A teacher must have scheduled thirty (30) uninterrupted, duty free, and

consecutive minutes for lunch between the hours of 10:30 a.m. and 1:30 p.m. during a standard school day.

- B. A conference period during and equal to a regularly scheduled academic period must be scheduled during a normal school day. The conference period is not to be scheduled before the first class begins or after the students are dismissed for the day and must consist of at least forty-five (45) consecutive minutes.
- C. If a homeroom period is scheduled, it is reserved for performing general school business. If it is normally scheduled to exceed twenty (20) minutes, it is to be counted as a study hall.
- D. The remainder of the school day is to be divided between academic and supervisory time blocks as best fits the overall school program. No teacher is to have preparations for more than three (3) distinctly different courses except in the areas of foreign language, home economics, industrial arts, art, and music, where these preparations may be increased to four (4). In business, a fourth preparation may be required if at least two of the preparations are in the areas of shorthand, typing, or accounting. A course is distinctly different from another course when the school's academic regulations allow students to enroll for both courses and receive credit for both courses. In all areas, only with the agreement of the teacher, may these preparations be increased.
- E. A teacher may be asked to substitute for an absent teacher but may only be required to serve a maximum of five (5) substitutions per conference period each school year (i.e. one (1) daily conference period is a maximum of five (5) and two (2) daily conference periods are a maximum of ten (10)). The teacher shall thereafter be compensated at the rate of twenty (\$20.00) dollars per substitution. If a teacher has served five (5) substitutions, no additional substitutions shall be required, unless there is no other teacher available who has served fewer substitutions. It is the responsibility of the Principal to maintain and publish an accurate record of all substitutions.
- F. In order to assure meaningful instruction of students during prolonged teacher absences, the individual school administration must, after five (5) consecutive days of absence by a teacher, make a determination as to the further duration of this absence. If it is determined that a teacher is unable to resume his or her duties on the following day, a qualified substitute teacher must be hired until the regular instructor is capable of resuming his or her duties.

If after the five (5) day period, it is not possible to find a qualified substitute, a regular teacher may be required to continue to substitute for the missing teacher under the terms of Article 10.3(E), but only until a qualified substitute teacher can be found. A list of qualified substitutes must be obtained and maintained by the individual high school

administration. Effort in every case must be made to have a qualified person in the proper instructional area as the substitute teacher.

- G. No teacher shall be scheduled for more than six (6) teaching or supervisory periods, including study halls. If a teacher agrees to teach seven or more periods the teacher shall be compensated. Compensation shall be determined by pro-rating the teacher's salary for the additional period or periods. Beginning with the 2009-2010 school year, for each additional class taught compensation shall be determined by dividing the teacher's salary by six (6).
- H. Department heads are to be appointed by the administration of each secondary school. The department head is charged with directing the overall planning and coordination of the subjects within his or her department with the aid and advice of individual teachers. Where there are four (4) or more teachers in a department, exclusive of the guidance department, the department head, in recognition of his or her responsibilities, must receive one conference period and one service period per day to carry out departmental functions. During the service period, department heads are not to be assigned duties such as teaching, substituting, study hall monitoring or lunch room supervising.

By mutual agreement of the Principal and department head, the department head, in lieu of a service period, may be given a stipend amounting to two hundred dollars (\$200.00) per full-time teacher in the department, but not less than two hundred dollars (\$200.00).

10.4 The following guidelines apply to both elementary and secondary school teachers regarding scheduling:

- A. Teachers are expected to participate in conference and home and school meetings in which dialogue between the parent and teacher is the primary objective. The times and dates of these conferences shall be decided upon by mutual agreement of the faculty and administration.
- B. Teachers may not be required to attend parent conferences that are held outside the school facilities nor school sponsored events which require overnight commitments. Any teacher who, in response to a Principal's request, volunteers to assume responsibility for a school event which requires an overnight commitment shall be compensated at the rate of fifty dollars (\$50.00) per night away from home, exclusive of any otherwise reimbursed lodging, meal or travel expenses. By mutual agreement of teachers and Principal, home visitations may be scheduled.
- C. For school responsibilities other than those listed in Article 22.1, the Principal may require the teacher's presence at events outside of the school day, in accordance with Article 10.5(B), if the teacher is the moderator or has other responsibility for the group or event involved. Where the teacher's presence is required at such an event or function

which is held outside a fifty (50) mile radius from the teacher's assigned school, the school shall reimburse the teacher for reasonable and necessary lodging, meals, and travel expenses. The Principal cannot require attendance at athletic, social, and fundraising events.

D. The Principal may require the teacher's presence at events outside of the school day, in accordance with Article 10.5(B), where such function is directly related to classroom responsibilities or is a major event related to the school's general program and functioning, or where attendance is by mutual agreement of the faculty and administration. Where the teacher's presence is required at such an event or function which is held outside a fifty (50) mile radius from the teacher's assigned school, the school shall reimburse the teacher for reasonable and necessary lodging, meals, and travel expenses. The Principal cannot require attendance at athletic, social, and fundraising events.

E. Each teacher shall report to and leave the school at the time designated by the Principal, but it may be no longer than thirty (30) minutes prior to the beginning of the standard school day and thirty (30) minutes after its conclusion.

10.5 The following provisions shall apply to the school calendar:

A. Since the school schedule and calendar must be kept flexible to meet changing conditions both within the year and from year to year, it may be amended at the discretion of the Principal in consultation with the staff, with permission of the Diocesan Superintendent, and within the limits established by Ohio Revised Code and the terms of this Agreement noted elsewhere.

The Principal will consult with the Principal's Advisory Council prior to making recommendations regarding the school's schedule and calendar for the next school year.

The Superintendent shall initiate an effort to standardize a calendar for all schools. The Association President shall be involved in this effort. Initial joint discussions will be held by September 1 of the previous year. The two parties will work mutually towards establishing the school calendar for the coming year by October 1 of the current year.

B. Teachers may be required to be on duty a maximum of one hundred eighty-eight (188) school calendar days in any school year. The Principal may require six (6) non-teaching days (Monday- Friday) immediately before, during, or immediately after the school calendar dates.

If attendance required at events outside the contracted school day in accordance with paragraph 10.4(C) exceeds five (5) occasions, each

further such required occasion shall be counted as a working day towards the one hundred eighty-eight (188) day contract maximum.

Responsibilities included in Article 22.1 or as provided by a contract supplement are not included in this provision.

The Principal shall notify teachers in writing by the opening faculty meeting of all such meetings or events outside the school day at which their attendance will be required during the school year. In addition the list of required meetings shall include staff meetings, school-wide and Diocesan-wide professional development dates, and Diocesan-wide events required by USCCB. In the event of cancellation due to extenuating circumstances, it is understood that the event may be rescheduled.

- 10.6 Teachers performing the duties of Resident Educator Mentor as defined by the State of Ohio will receive \$800 in compensation for duties performed in year one (1) with Resident Educators. Compensation for mentoring years 2, 3, and 4 Resident Educators will be determined when the State of Ohio requirements are developed. A committee composed of representatives of COACE and the Diocese will convene prior to implementation.

ARTICLE 11-JOB OPENINGS

- 11.1 The Superintendent shall post on the Diocesan Office of Catholic Schools website notice of all administrative and teaching openings. All job openings shall also be posted at each school by the Principal per Diocesan Regulation 4112.05. (Appendix XXI)
- 11.2 The written notice specified in Article 11.1 will state the period during which interested teachers may apply. This period shall be no less than seven (7) calendar days from the date of posting. The notice also shall list the appropriate individual to whom application is to be made.
- 11.3 A qualified teacher who applies within seven (7) days of the date of posting is to be given consideration for an open position prior to the hiring of an applicant from outside of the schools of the Deaneries.

Such consideration will include an interview if practical. In no case is a Principal obliged to interview an applicant who is already under contract for the following school year. In all cases, a teacher who applies and is not selected for an open position shall receive a written response giving notice of his or her non-selection.

ARTICLE 12-PRINCIPAL'S ADVISORY COUNCIL

- 12.1 Each school will have a Principal's Advisory Council, to be organized during the first month of the school year. This Council is intended: to assist the Principal and school staff in developing policy and programs for the school involved; to provide one means of communication between the teachers and the administration; and to be a vehicle that assists in addressing teacher concerns and promotes teacher ideas.
- 12.2 In the elementary school, the Principal's Advisory Council will consist of at least three teachers, one of whom will be a Building Representative. The faculty shall elect the balance. In the high school, the Principal's Advisory Council will consist of at least four teachers, one of whom will be a Building Representative. The faculty shall elect the balance. The faculty shall elect a new member if any position becomes vacant.
- 12.3 The Advisory Council should meet at least once a quarter. The Principal or an Advisory Council member(s) as needed may call additional meetings.
- 12.4 The teacher representatives of the Advisory Council shall meet in the first month of the school year and elect a Chairperson and a Secretary. The Chairperson shall have the responsibility to solicit agenda items from teachers prior to jointly establishing each meeting's agenda. After consultation with the Principal, the Chairperson shall establish a meeting date and prepare an agenda at least four (4) days prior to each subsequent meeting. It will be the responsibility of the Principal to provide a copy of the agenda to all teachers no later than two (2) days after receiving it from the Chairperson. The Secretary shall record the business of each meeting. The Secretary shall prepare a written report of such business no later than two (2) days after each meeting. After approval by the Principal and Chairperson it will be the responsibility of the Principal to provide a copy of the written report to all teachers no later than three (3) days after receiving the approved report from the Secretary.

ARTICLE 13-PROFESSIONAL DEVELOPMENT ASSISTANCE PROGRAM

- 13.1 The following provisions apply to fee waivers:
- A. Disbursement of fee waivers earned by the schools of the Franklin County Deaneries shall be made according to the following provisions:
 - 1. First Priority: The teacher working directly with the college student has first priority to use any credits earned as a result of the teacher's supervision of the student teacher. Said teacher must apply as outlined in Article 13.1 D.
 - 2. Second Priority: After application of the above priority any teacher in the schools of the Deaneries that accept student teachers may apply for any unused but available fee waivers, as outlined in Article 13.1 D. The fee waiver shall be placed in a fee waiver bank from which the Superintendent is to make equitable distribution. Teachers possessing a Provisional, Professional, or Permanent Ohio Certificate or an Ohio License shall be given first consideration for fee waivers.
 - 3. Third Priority: After consultation with the President of the Association, the Diocesan Office of Catholic Schools may release fee waivers to teachers, administrators or others not covered by this Agreement.
 - B. As far as practicable, assignment shall be by seniority. A teacher's seniority shall be defined according to the placement of that teacher on the salary scale. Teachers shall not be limited to the number of fee waivers they may use if said fee waivers are available. No one other than a teacher may use fee waivers except as provided in 13.1 A.3.
 - C. A teacher who receives a fee waiver but does not use it must return the unused waiver to the Office of Catholic Schools Personnel Office 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 a teacher for two (2) years from the date that the fee waivers were to have been originally used.
 - D. Fee waivers request forms are available to teachers and can be accessed from the Diocesan Office of Catholic Schools Home Page. Dates for submission of fee waiver forms shall be printed in the Diocesan Office of Catholic School's yearly calendar and listed at the bottom of the waiver request form.
- 13.2 The following provisions apply to the Reimbursement Program for accredited college or university graduate coursework not paid for in full or paid partially through a fee waiver. The teacher will need a denial of fee waiver form for colleges and universities the Diocese exchanges services with and those colleges

and universities will be listed on the Diocesan website. Those current colleges and universities are: OSU, ODU, Ashland, Otterbein, and Mt. Vernon Nazarene University. Teachers will be notified if the Diocese enters into additional exchange of services agreements. If no exchange of service agreement exists for a particular college or university, no denial of fee waiver is needed.

- A. The Reimbursement Program provides monetary assistance to teachers who elect to pursue graduate courses through a college or university. Participation on the part of the teacher is voluntary. The graduate course work must be in accordance with the teacher's written Individual Professional Development Plan and be approved in advance in writing by the Principal.
- B. To be eligible for the Reimbursement Program a teacher must first have applied for a fee waiver if applicable (See fee waiver application for deadline dates). Eligible teachers shall receive a reimbursement from the teacher's school up to four hundred fifty dollars (\$450.00) minus the value of any fee waivers received. This reimbursement shall be made upon submission of grade verification, tuition statements and verification of denial or value of any fee waivers. Information for coursework submitted by July 1, 2011 will be paid by September 15, 2011. Information submitted by July 1, 2012 will be paid by September 15, 2012, etc. Reimbursement Program monies shall not accumulate from year to year.
- C. Refer to 26.2 (T.A.C.T.) for information on possible additional professional development monetary assistance.

ARTICLE 14-PAID LEAVE

14.1 Sick leave - General rules pertaining to sick leave accumulation and retention are 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.

Beginning with the 2005-06 school year, sick leave will continue to accumulate, however, the one time use will be limited to two hundred ten (210) workdays. The effective date of 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 five (5) full days during the current month.

- B. On the sixth (6th) workday after his or her actual service begins, each new full-time teacher shall be advanced five (5) days of sick leave, 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, and/or extended family (as defined in 14.1J2 and 14.2A and B.) This provision applies after the teacher begins employment but before he or she has accumulated that amount of sick leave as provided in Article (A) above. If any of said five (5) days of sick leave 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 Article (A) above. At the beginning of a school year, a teacher who has previously exhausted his or her sick leave credit may also be advanced five (5) days of sick leave under the same conditions that apply to a new teacher.
- C. Principals are responsible for recording and annually informing each teacher in writing of the amount of sick leave and personal business leave accumulated.
- D. Accumulated sick leave credit shall be retained upon a teacher's transfer to another school of the Franklin County Deaneries.
- E. Accumulated sick leave credit up to the limits established in Article (A) above shall be given to 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 Deanery schools in granting such credit to teachers who come into their systems from the Franklin County Deanery schools.
- F. A teacher who has prior service within the Diocesan school system shall retain accumulated sick leave credit upon his or her reemployment in any school of the Franklin County Deaneries within five (5) years of prior separation.
- G. A teacher injured or harmed while in the performance of any 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.

1. 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 injury or harm shall be reimbursed to the school by the Bureau or the teacher.
 2. If no Workers' Compensation is received, the school shall pay the full amount of salary due the teacher. At the end of this period of time, the teacher may elect either to use accumulated sick leave or to receive Workers' Compensation benefits (if eligible) provided that the disability resulting from the injury or harm continues.
- H. 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.
- I. Accumulated sick leave benefits are not subject to payout upon a teacher's separation or retirement.
- J. Accumulated sick leave with pay shall be available to a teacher, with the approval of the Principal for the following purposes:
1. For absence of the teacher due to illness, injury, or emergency medical or dental treatment of said teacher. This shall include conditions associated with pregnancy and/or childbirth which make it medically necessary to use sick leave. It should be noted that a teacher who is pregnant may continue in active employment provided she is able to properly perform her required functions and obtains a written release from her doctor.
 2. For absence of the teacher due to illness, injury, or emergency medical or dental treatment of someone in the teacher's immediate family. The employee's "immediate family" is defined to mean a member of the family the teacher residing in the home of said teacher, or said teacher's father, mother, son or daughter.
 3. For absence of the teacher, if a member of a teacher's immediate family (as defined in 14.1J2) is affected with a contagious disease and requires the care

and attendance of the teacher or when through exposure to a contagious disease, the absence of the teacher would jeopardize the health of others.

4. In the event it becomes necessary, each school will establish a sick leave bank for the use of all teachers in the school.
 - a. Teachers who are teaching in their first or second year in the Deaneries are given priority.
 - b. Each teacher in the building may voluntarily contribute days of sick leave from the teacher's current accumulated sick leave account to the school sick leave bank when needed. 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 the contributing teacher.
 - c. The parties recognize that the sick leave bank is intended for special cases involving prolonged personal illness of the teacher. After a teacher has exhausted accumulated sick leave, the school sick leave bank may be used for additional leave by the teacher not to exceed thirty (30) additional days of leave, upon application by the teacher. A physician's statement may be required with the application in order to be considered.
 - d. The Principal, based on the advice of the physician's statement, shall determine the number of days to be used from the sick leave bank by a teacher.

- K. The Diocese of Columbus teacher absence record, provided by the Principal, is to be completed by the teacher and signed in duplicate by the teacher and Principal within ten (10) days following the last day of absence in which sick leave is used. 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 professional may be required to justify the use of sick leave or to return to work at the end of sick leave exceeding two (2) weeks. Falsification of either a written, signed statement or a medical certificate may be grounds for dismissal and refund of paid sick leave.

- L. Notification by Teacher

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 absence and each

day thereafter, unless one of the following provisions applies:

5. In cases where institutionalization or hospitalization is required, the teacher shall notify the designated person upon admission and discharge.
 6. In cases where convalescence is required at home, the teacher shall notify the designated person upon start and upon termination of the convalescent period.
 7. In both instances set forth in Article 14.1 L I or 14.1 L 2 above, a medical certificate specifying the teacher's inability to work may be required.
- M. The following provision is applicable when a Principal has reason to believe that a teacher has abused sick leave. This provision is subject to the grievance procedure outlined in Article 6.
- After a teacher has used two (2) or more sick days without verification by medical certificate in any school semester, the Principal may notify that teacher that any further sick leave use during the remainder of the school semester will require a medical certificate. In such circumstances, the teacher shall be notified by the Principal on the first day of the absence that a doctor's certificate will be required upon the teacher's return in order for paid sick leave benefits to apply.
- N. A teacher on a planned extended leave of absence shall meet the principal prior to the leave to assure a smooth transition to the substitute teacher.
- O. A teacher on leave forfeits in whole or on a pro-rated basis any pay for extra duty assignments which they are unable to perform while on a leave of absence.

14.2 Bereavement Leave

- A. Absence due to death of a member of a teacher's extended family is limited to three (3) working days. If the distance is one hundred (100) miles or greater, one (1) additional day for travel shall be granted. The initial three (3) days and the additional travel day 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, sister-in-law, or grandparent-in-law.
- B. Absence due to death of a teacher's aunt, uncle, niece, or nephew, is limited to one (1) working day. If the distance is greater than one hundred (100) miles, one (1) additional travel day shall be granted. The initial one (1) day and the additional travel day 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 deducted from the teacher's sick leave.

14.3 Personal Business Leave and Special Circumstance Leave Day

A. Business Leave

1. A teacher is to be credited with one (1) paid day of Personal Business Leave each school year.
2. Except in cases of emergency, requests for Personal Business Leave shall be submitted to the Principal at least twenty-four (24) hours in advance of the anticipated absence. Such absence shall not be used for gainful employment or for making application for employment elsewhere. Personal Business Leave may not be used at the beginning or end of the school year, or at the beginning or end of an extended school holiday provided for in the school calendar, such as Thanksgiving, Christmas, or Easter vacation period, except upon approval of the Principal. Personal Business Leave may not be used on a school-wide or Diocesan-wide professional development day. To regulate personal business leave in December, May, and June, a teacher must give a one-week notice. The date upon which the Personal Business Leave is to be taken in December, May, and June shall be established by mutual agreement of the teacher and the principal. To make use of this provision, the teacher must simply state that he or she is using Personal Business Leave.
3. Such Personal Business Leave shall not be deducted from the teacher's accumulated sick leave.
4. A teacher may accumulate without limit from year to year any unused Personal Business Leave day or days. No more than three (3) Personal Business Leave days may be used in any one school year.
5. On an annual basis, at the request of the teacher and no later than five (5) calendar days after the end of the school year, any teacher may use or cash in a total of three (3) unused Personal Business Leave days. For each day cashed in the rate is seventy (\$70) dollars or the minimum Diocesan substitute pay, whichever is greater. The teacher shall be reimbursed no later than June 30th of the current year.

B. Special Circumstance Leave Day

1. In a school year where a teacher has utilized (a) the current paid Personal Business Day credited under Section 14.3.A.1. and (b) any available accrued paid Personal Business days (up to the maximum of 3 days), the teacher will be permitted to utilize one additional Special Circumstance Leave Day with pay, where the teacher's absence involves the extended

family as defined in 14.2.A and is due to one of the following reasons: graduation, wedding, sacramental or other religious events, family care, significant family events, and at the discretion of the principal, other significant events.

2. If the Special Circumstance Leave Day is not used in a school year, it cannot be cashed in, accrued, or carried forward to a later school year.
3. The list of qualifying reasons set forth above may be revised by agreement of COACE and the Diocese during the term of this Agreement.

14.4 Emergency Leave

- A. Teachers are permitted two (2) days of emergency leave annually with pay subject to the Principal's approval. An emergency is defined as an unforeseen happening or condition requiring prompt attention. It shall be a condition or urgency so important that absence from school is required to resolve the contingency.
- B. Such emergency days shall not be deducted from the teacher's accrued sick leave.

14.5 Recognition Leave

- A. A teacher who completes ten (10) years of active service in one or more schools of the Deaneries shall be entitled to one (1) day of Recognition Leave each school year thereafter, in recognition of loyal service to the Diocese.
- B. The date upon which Recognition Leave is to be taken shall be established by mutual agreement of the teacher and the Principal.
- C. Such Recognition Leave shall not be deducted from the teacher's accumulated sick leave.
- D. Recognition Leave days may not be accumulated from year to year.
- E. On an annual basis at the request of the teacher and no later than five (5) calendar days after the end of the school year, any teacher who has earned a Recognition Leave Day and does not use it, may cash it in. The rate is seventy (\$70) dollars or the minimum Diocesan substitute pay, whichever is greater. The teacher shall be reimbursed no later than June 30th of the current year.
- F. At the end of the teacher's twentieth (20th) and thirtieth (30th) years of active service in one or more schools of the Deaneries the teacher shall receive a one time two hundred and fifty dollar (\$250) Anniversary Bonus in recognition of loyal service to the Diocese. The bonus shall be awarded no later than June 30th of the current year.

14.6 Professional Leave

On request of the teacher and in accordance with the school's staff development

plan, a teacher shall be granted Professional leave with pay. A teacher shall be granted a minimum of two (2) days of Professional leave each year for attendance at Professional meetings, workshops, clinics, inter-school visits, or for other purposes of Professional growth. Days of Professional leave shall not be deducted from the teacher's accumulated sick leave. They shall be in addition to and not a substitute for in-service days which are part of the school's official calendar. Scheduling of Professional leave must be made with the approval of the Principal.

14.7 Jury Duty/Subpoena Response 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. (See "Long-Term Leave of Absence Form", Appendix pg. XXVIII)

14.8 Paternity and Adoption Leave

Five (5) days paid leave of absence (which shall not be charged to sick leave) shall be granted to any teacher whose spouse has given birth to a child or to any teacher who adopts a child. If the mother or child develops health problems, Article 14.1 (J2) shall apply.

- A. Paternity leave shall be taken, at the option of the teacher, on the date of birth, date of discharge from the hospital, or within two weeks from either date. Paternity leave may be taken at other times upon request by the teacher and approval by the Principal.
- B. Adoption leave shall be taken, at the option of the teacher, on the date of placement, within two (2) weeks thereafter, or in connection with court proceedings. Adoption leave may be taken at other times upon request by the teacher and approval by the Principal.

14.9 Miscellaneous Provisions Regarding Paid Sick Leave

- A. The Principal will obtain a substitute teacher when a teacher is on paid leave status.
- B. For purposes of computing the one hundred and twenty (120) days of service required to qualify for a salary step pursuant to Article 21.2(A), paid sick leave days and all other paid leave days count day for day toward the attainment of the one hundred and twenty (120) days of service.

- C. Paid sick leave granted pursuant to Articles 14.1 shall, where applicable be substituted for leave granted under the Diocesan Schools' Family Medical Leave Act (FMLA) policy. In this regard, the Diocesan Schools' FLMA policy should be consulted. (Appendix p. XIV-XX)

ARTICLE 15-UNPAID LEAVES OF ABSENCE

15.1 Medical Leave for Illness of Teacher or Teacher's Immediate Family

- A. A teacher shall, upon written request to the Principal, on the official form (See Appendix XXVIII) be granted a leave without pay to care for personal illness or injury to the teacher or a member of the teacher's immediate family as described in Article 14.1(J2). A copy of the signed form will be given to the teacher. For unpaid leaves involving medical reasons, a medical certificate stating the nature of the illness and the need for a leave from a licensed physician or other medical professional may be required to justify the use of unpaid leave or to return to work. 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. The teacher is required to notify the Principal, in writing, at the time of request for leave, of the anticipated date of return. The provisions of Article 15.7(E) also apply. The ill health leave may be renewed at the discretion of the Principal for an additional school year upon written request of the teacher.
- B. If the leave is due to the illness or injury to the teacher, the Diocesan Disability Plan applies for teachers meeting eligibility and participation requirements of the plan.

15.2 Child-Rearing Leave

Without prejudice to a teacher's ability to use sick leave pursuant to Articles 14.1 (J2) and 14.8 due to pregnancy, childbirth, or adoption, any teacher who becomes pregnant shall, upon written request to the Principal, be granted leave without pay to absent her from work for child-rearing purposes. The date of departure shall be selected by the teacher and she shall notify the Principal of this date as far in advance as is practicable. Child-rearing leave may continue until the teacher is medically able to return to work. The teacher also has the option of continuing the child-rearing leave for three (3) full semesters following the delivery. If the teacher chooses to return to work at the beginning of any of the listed semesters, the teacher must inform the Principal in writing eight weeks prior to the intended return date. The provisions of Article 15.7(E) also apply. 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.

15.3 Paternity and Adoption Leave

A teacher who adopts, or whose spouse gives birth to, a child shall be granted a leave without pay for purposes of caring for the child. The teacher's anticipated date of departure shall be selected in relation to the anticipated due date and/or date the teacher receives the adopted child, and the teacher shall make written application as far in advance as is practicable. This leave may continue to the close of any semester up to and including the semester which concludes the next

following school year. The teacher is required to notify the Principal in writing no later than the end of the first eight (8) weeks of leave of the date of return. The provisions of Article 15.7(E) also apply. Upon the written request of the teacher, the leave may be renewed at the discretion of the Principal for an additional semester or school year beyond the original request.

15.4 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. 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 to the Principal prior to April 1st of the first school year. The provisions of Article 15.7(E) also apply. Failure to register for a full-time course of studies shall be deemed an automatic resignation.

15.5 Military Leave

Upon written application to the Principal, a teacher shall be granted military leave without pay. Military leave and re-employment thereafter shall be governed by the provisions of applicable federal and state law. Any teacher whose teaching service has been interrupted by active duty in the armed services shall receive credit on the salary scale for such duty according to the requirements of applicable federal and state law.

15.6 Special Leave

Upon written application to the Principal, a teacher shall be granted, at the discretion of the Principal, leave without pay. The leave, if granted, may not be for the purposes of obtaining conflicting employment.

15.7 Miscellaneous Provisions Regarding Unpaid Leave

- A. Unpaid leaves of absence granted under Articles 15.1, 15.2 and 15.3 above, where applicable, shall be subject to the Diocesan Family Medical Leave Act (FMLA) policy except to the extent that such leaves either alone or in conjunction with paid leave exceed the benefits provided by Diocesan FMLA policy. FMLA leave shall run concurrently with covered leaves granted under Articles 14 and 15. (See Appendix pp.XIV –XX)
- B. A leave or absence shall not in itself constitute grounds of non-renewal of a teacher's contract.
- C. In establishing the date upon which the leave begins and in establishing a return to work date, the teacher shall, where practicable, consult with the Principal in order to attempt to reach mutually acceptable date(s). Notification by the teacher of the date upon which the leave begins and the return to work date shall be binding upon the school in all cases,

provided that applicable procedures have been followed. In no case shall the notice of return to work be less than two (2) weeks, unless waived by the Principal. (See Appendix pg. XXVIII)

- D. No contract for a full school year shall be offered to a replacement teacher until after the Principal has ascertained in writing that the teacher on leave does not intend to return to work for the school year following expiration of the leave. In addition, a written notice shall be given to the Principal between November 1 and December 1 or between March 1 and April 1 of the semester in which the leave expires. Failure on the part of the teacher on leave to provide such notification on time shall relieve the Principal of the obligation to hire the teacher on leave for the semester or year following the expiration of the leave and shall constitute an automatic resignation on the part of the teacher.
- E. If a teacher fails to report to work on an agreed-upon date of return, such failure shall constitute an automatic resignation, and shall relieve the Principal of any obligation to continue the teacher's employment. In the case of an emergency, the date of return may be extended and the automatic resignation may be rescinded by the Principal.
- F. Upon return to the school, the teacher shall be placed on the salary step following the step which the teacher was paid in his or her last individual contract, provided the teacher taught a minimum of one hundred twenty (120) days under that contract.
- G. A teacher on an unpaid leave of absence shall retain all insurance and pension benefits in conformity with this Agreement, provided that the teacher pays all amounts, including contributions normally paid by the employer as billed or required under such insurance or pension benefit. No paid leave benefits shall accrue during an unpaid leave of absence. A teacher on unpaid leave is not eligible for fee waivers.
- 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. A teacher on unpaid leave of absence is required to maintain a current address and phone number with the school.
- J. A teacher who gives false reason for an unpaid leave may be subject to appropriate discipline including termination.
- K. In an instance where the expiration of the leave is the close of a future semester, a teacher shall provide the Principal with written notice that he or she intends to return to work for the semester following the expiration of leave.

ARTICLE 16- PROVISIONS FOR SCHOOL CLOSURE

- 16.1 The following notification, displacement and reinstatement provisions apply to teacher(s) affected by a school closure:
- A. Teachers must be notified of a school closure no later than April 15 of the year preceding the year in which the school will close. Failure to provide such notification by April 15 shall cause the provisions of Article 16.2 to apply.
 - B. Except as provided in Article 16.1(D) and (E), in the case of a school closing, Limited Contracts will not be offered for the next school year and Continuing Contracts and Multi-Year Contracts will be null and void as of the conclusion of the current school year.
 - C. In the circumstances where a Continuing or Multi-Year Contract becomes void because of a school closing and where the teacher is unable to secure a comparable position by September 1 of the next school year following the displacement, the school shall provide the teacher with a severance pay bonus of percent (15%) of his/her current teaching salary.
 - D. Any secondary school teacher, possessing both a Provisional, Professional, Permanent Ohio Certificate or an Ohio License and a Multi-Year or Continuing Contract, who is laid off because of a school closing shall be offered a position in the area for which he/she is certificated if such a position is vacant in another secondary school in the Deaneries. This consideration shall apply by seniority such that the most senior teacher by year of certification will be offered the first vacant position. Other candidates may not be offered contracts for the position(s) in question until this offer has been made. The offer shall be considered to have been declined if the teacher's refusal is in writing or if the teacher does not accept an invitation to interview within five (5) working days of being notified of the opportunity to interview, or if a contract is not returned signed within two (2) weeks of being offered. If the teacher declines a contract offer, the Diocese shall have no further obligations to the teacher. A displaced secondary school teacher's right under this Article remains in effect until the close of the next school year following notification of displacement. A displaced teacher, hired under the provisions of this Article, must be offered the same type of contract (Multi-Year or Continuing) which the teacher held prior to the layoff. The teacher must be given full credit for all teaching experience which he or she has earned within all schools of the Deaneries. The Principal at any time has the option to grant to the teacher full credit of all teaching experience.
 - E. Any elementary teacher, possessing a Provisional, Professional, Permanent Ohio Certificate or Ohio License and a Multi-Year or

Continuing Contract, who is laid off because of a school closing, shall be placed in a hiring pool. Should a teaching position become vacant in another elementary school of the Deaneries, the principal of the school having the vacancy will interview and give first consideration to teachers possessing appropriate certification. When a vacancy exists, the Principal and/or the Diocesan Office of Catholic Schools will notify the teachers in the hiring pool. Teachers in the pool desiring interviews will provide their updated addresses (e.g. vacation location) and phone numbers to the Diocesan Office of Catholic Schools Personnel office. A displaced elementary teacher's right under this Article remains in effect until the close of the next school year following notification of the displacement. A displaced teacher, hired under the provisions of this Article, must be offered the same type of contract (Multi-Year or Continuing) which the teacher held prior to the layoff. The teacher must be given full credit for all teaching experience which he/she has earned within all schools of the Deaneries. The Principal at any time has the option to grant to the teacher full credit for all teaching experience.

16.2 The following provisions apply when the teacher(s) affected by a school closing is (are) given notification after April 15 of the year preceding the year in which closing is to occur:

- A. If the closing is the result of fire, earthquake, or weather-related circumstances, the contract or contracts involved shall become null and void.
- B. The teacher's contract must be honored for the next school year according to the salary step applicable for the next school year. As a condition for receiving a salary during that next school year, the teacher must accept assigned educational duties. Assignments shall be arranged under the direction of the Diocesan Office for Catholic Schools.

If the teacher is able to secure other employment during the year following the closing, the teacher shall thereafter be paid the difference in salary, if any, between the amount of the teaching contract as prorated on a monthly basis over twelve (12) months and the amount paid monthly by the new employer. The teacher may invalidate the teaching contract at any time during the year.

- C. The teacher is obligated to interview with any school for any available position for which he or she holds certification and for which the teacher has been notified of an opportunity to interview. A teacher's second (2nd) failure to appear for an interview or to accept an offered position constitutes an automatic resignation on the part of the teacher, and the teacher's contract shall become null and void. Teachers desiring interviews will provide their updated addresses (e.g. vacation location) and phone numbers to the Diocesan Office of Catholic Schools. If the teacher is offered a new position, the teacher must be offered the same

type of contract (Continuing, Multi-Year, or Limited) which the teacher would have been eligible for had the layoff not occurred with the same salary for which the teacher would have been eligible had the closing not occurred. For purposes of determining seniority within the building, the Principal shall credit the teacher with all years of teaching experience which he or she has earned within all schools of the Deaneries.

ARTICLE 17-PROVISIONS FOR THE ELIMINATION OF A TEACHING POSITION

17.1 The following provisions apply whenever a school eliminates a teaching position. For the purpose of this Agreement a teaching position is considered eliminated when a course/ class at grade level has been eliminated or when a course/class at grade level has been reduced to where the teacher is no longer needed full time.

A. Without prejudice to a Principal's option not to renew a Limited Contract under Article 17.5, the Principal shall use building seniority in a teacher's area of certification in determining whose position is to be eliminated.

Teachers who hold Limited Contracts, shall be laid off prior to teachers holding Multi-Year Contracts, and teachers holding Multi-Year Contract shall be laid off prior to teachers holding Continuing Contracts.

B. School and Deanery seniority rights are granted to teachers, who:

1. Have Provisional, Professional, Permanent Ohio certificates or an Ohio License, in any secular subject.
2. Are teaching secondary religion and have received the appropriate certificate through the Office of Religious Education and Catechesis.

C. School and Deanery seniority rights shall not be granted or accrued for any teacher in an area in which he/she is teaching with a non-tax certificate; however, he/she shall continue to accrue seniority rights in the areas that he/she is properly certified even though he/she may not be teaching in his/her certified area(s).

D. When a teacher who is teaching with a non-tax certificate becomes properly certified as defined in Article 17.1(B) he/she shall then be credited with both school and Deanery seniority that was accrued during the time he/she was teaching with a non-tax certificate.

E. In the event that two (2) or more teachers have identical building seniority:

1. "Seniority" within the Deaneries (as defined in Article 2.1E) shall be used as criteria for establishing seniority;
2. Should two (2) or more teachers have identical building and Deaneries seniority, then this ranking will be determined by their total Diocesan teaching experience;

3. Should their total Diocesan seniority be identical, then the teacher with the higher level of education including degrees held and then the amount of coursework beyond the degree will be chosen.
- F. A teacher possessing both a Provisional, Professional or Permanent Ohio Certificate or an Ohio License and a Multi-Year or Continuing Contract whose position has been eliminated retains the right to be reinstated should the school in the following year either reestablish the teacher's position or an equivalent position and/or have a vacancy which is to be filled in any area of certification in which the laid off teacher is certified. The school must first afford the laid off teacher an opportunity to be reinstated prior to hiring any other applicant. Such right of reinstatement shall apply by seniority such that a teacher with the most seniority shall receive first right of reinstatement and that right shall then extend to any other teacher who is laid off according to seniority.
 - G. The school and the Diocesan Office of Catholic Schools shall make every effort to aid and relocate a teacher possessing both a Provisional, Professional or Permanent Ohio certificate or an Ohio License and a Multi-Year or Continuing Contract whose position has been eliminated.
 - H. The provisions of Article 16 apply to members of Religious Communities including applicability of Articles 17.2(D) and 17.2(E) for those Religious teachers who possess a Provisional, Professional, or Permanent Ohio Certificate or an Ohio License, and who would otherwise be eligible for Multi-Year or Continuing Contracts.
- 17.2 The following notification, displacement and reinstatement provisions apply to teacher(s) affected by the elimination of a position:
- A. A Teacher whose position is to be eliminated must be notified in writing of layoff no later than April 15 of the year preceding the year in which the position elimination occurs. Failure to provide such notification by April 15 shall cause the provisions of Article 17.3 to apply.
 - B. In the case of elimination 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 the same building in that teacher's area of certification as provided by Article 17.1.
 - C. In the circumstances where a Continuing or Multi-Year Contract becomes void because of the elimination of a position, and where the teacher is unable to secure a comparable position by September 1 of the next school year following the displacement, the school shall provide the teacher with a severance pay bonus of percent (15%) of his/her current teaching salary.
 - D. Any secondary school teacher, possessing both a Provisional, Professional, Permanent Ohio Certificate or an Ohio License and a Multi-Year or Continuing Contract, who is laid off because of an

elimination of a position shall be offered a position in the area for which he/she is certificated if such a position is vacant in another secondary school in the Deaneries. This consideration shall apply by seniority such that the most senior teacher by year of certification will be offered the first vacant position. Other candidates may not be offered contracts for the position(s) in question until this offer has been made. The offer shall be considered to have been declined if the teacher's refusal is in writing or if the teacher does not accept an invitation to interview within five (5) working days of being notified of the opportunity to interview, or if a contract is not returned signed within two (2) weeks of being offered. If the teacher declines a contract offer, the Diocese shall have no further obligations to the teacher. A displaced secondary school teacher's right under this Article remains in effect until the close of the next school year following notification of displacement. A displaced teacher, hired under the provisions of this Article, must be offered the same type of contract (Multi-Year or Continuing) which the teacher held prior to the elimination of a position. The teacher must be given full credit for all teaching experience which he or she has earned within all schools of the Deaneries. The Principal at any time has the option to grant to the teacher full credit of all teaching experience.

- E. Any elementary teacher, possessing a Provisional, Professional, Permanent Ohio Certificate or Ohio License and a Multi-Year or Continuing Contract whose position has been eliminated, shall be placed in a hiring pool. Should a teaching position become vacant in another elementary school of the Deaneries, the principal of the school having the vacancy will interview and give first consideration to teachers possessing appropriate certification. When a vacancy exists, the Principal and/or the Diocesan Office of Catholic Schools will notify the teachers in the hiring pool. Teachers in the pool desiring interviews will provide their updated addresses (e.g. vacation location) and phone numbers to the Diocesan Office of Catholic Schools Personnel office. A displaced elementary teacher's right under this Article remains in effect until the close of the next school year following notification of the displacement. A displaced teacher, hired under the provisions of this Article, must be offered the same type of contract (Multi-Year or Continuing) which the teacher held prior to the position being eliminated. The teacher must be given full credit for all teaching experience which he/she has earned within all schools of the Deaneries. The Principal at any time has the option to grant to the teacher full credit for all teaching experience.

17.3 The following provisions apply when the teacher(s) affected by the elimination of a position is (are) given notification after April 15 of the year preceding the year in which the elimination of the position(s) is to occur:

- A. If the elimination of the position is the result of fire, earthquake, or

weather-related circumstances, the contract or contracts involved shall become null and void.

- B. The teacher's contract must be honored for the next school year according to the salary step applicable for the next school year. As a condition for receiving a salary during that next school year, the teacher must accept assigned educational duties. Assignments shall be arranged under the direction of the Diocesan Office for Catholic Schools.

If the teacher is able to secure other employment during the year following the closing or cutback, the teacher shall thereafter be paid the difference in salary, if any, between the amount of the teaching contract as prorated on a monthly basis over twelve (12) months and the amount paid monthly by the new employer. The teacher may invalidate the teaching contract at any time during the year.

- C. The teacher is obligated to interview with any school for any available position for which he or she holds certification and for which the teacher has been notified of an opportunity to interview. A teacher's second (2nd) failure to appear for an interview or to accept an offered position constitutes an automatic resignation on the part of the teacher, and the teacher's contract shall become null and void. Teachers desiring interviews will provide their updated addresses (e.g. vacation location) and phone numbers to the Diocesan Office of Catholic Schools. If the teacher is offered a new position, the teacher must be offered the same type of contract (Continuing, Multi-Year, or Limited) for which the teacher would have been eligible to receive had the position not been eliminated. For purposes of determining seniority within the building, the Principal shall credit the teacher with all years of teaching experience which he or she has earned within all schools of the Deaneries.

ARTICLE 18-PROVISIONS FOR THE CONSOLIDATION OF SCHOOLS

- 18.1 The following provisions apply whenever a consolidation of schools occurs:
- A. Without prejudice to a Principal's option not to renew a Limited Contract under Article 17.5, the Principal shall use building seniority in a teacher's area of certification in determining whose position is to be eliminated.

Teachers who hold Limited Contracts, shall be laid off prior to teachers holding Multi-Year Contracts, and teachers holding Multi-Year Contract shall be laid off prior to teachers holding Continuing Contracts.
 - B. School and Deanery seniority rights are granted to teachers, who:
 - 1. Have Provisional, Professional, Permanent Ohio certificates or an Ohio License, in any secular subject.
 - 2. Are teaching secondary religion and have received the appropriate certificate in any religious subject through the Office of Religious Education and Catechesis.
 - C. School and Deanery seniority rights shall not be granted or accrued for any teacher in an area in which he/she is teaching with a non-tax certificate; however, he/she shall continue to accrue seniority rights in the areas that he/she is properly certified even though he/she may not be teaching in his/her certified area(s).
 - D. When a teacher who is teaching with a non-tax certificate becomes properly certified as defined in Article 18.1 (B) he/she shall then be credited with both school and Deanery seniority that was accrued during the time he/she was teaching with a non-tax certificate.
 - E. Seniority shall be determined as follows:
 - 1. Seniority shall be granted based on years teaching at a specific grade level K-8 or a specific subject area if the school is departmental. Should two (2) or more teachers have identical seniority as defined above, then their ranking shall be determined with the higher level of education including degrees held and then the amount of coursework beyond the degree.
 - 2. Should their total Diocesan seniority be identical, then the teacher with the higher level of education including degrees held and then the amount of coursework beyond the degree will be chosen.
 - F. The school and the Diocesan Office of Catholic Schools shall make every effort to aid and relocate a teacher possessing both a Provisional, Professional or Permanent Ohio certificate or an Ohio License and a

Multi-Year or Continuing Contract whose school has been consolidated.

- G. The provisions of Article 18 apply to members of Religious Communities including applicability of Articles 18.2(C) and 18.2(C) and 18.2 (D) for those Religious teachers who possess a Provisional, Professional, or Permanent Ohio Certificate or an Ohio License, and who would otherwise be eligible for Multi-Year or Continuing Contracts.

18.2 The following notification, displacement and reinstatement provisions apply to teacher(s) affected by a school consolidation:

- A. A teacher whose position is to be eliminated must be notified of layoff no later than April 15 of the year preceding the year in which the consolidation occurs. Failure to provide such notification by April 15 shall cause the provisions of Article 18.3 to apply.
- B. In the circumstances where a Continuing or Multi-Year Contract becomes void because of a school consolidation, and where the teacher is unable to secure a comparable position by September 1 of the next school year following the displacement, the school shall provide the teacher with a severance pay bonus of percent (15%) of his/her current teaching salary.
- C. Any secondary school teacher, possessing both a Provisional, Professional, Permanent Ohio Certificate or an Ohio License and a Multi-Year or Continuing Contract, who is laid off because of a school consolidation shall be offered a position in the area for which he/she is certificated if such a position is vacant in another secondary school in the Deaneries. This consideration shall apply by seniority such that the most senior teacher by year of certification will be offered the first vacant position. Other candidates may not be offered contracts for the position(s) in question until this offer has been made. The offer shall be considered to have been declined if the teacher's refusal is in writing or if the teacher does not accept an invitation to interview within five (5) working days of being notified of the opportunity to interview, or if a contract is not returned signed within two (2) weeks of being offered. If the teacher declines a contract offer, the Diocese shall have no further obligations to the teacher. A displaced secondary school teacher's right under this Article remains in effect until the close of the next school year following notification of displacement. A displaced teacher, hired under the provisions of this Article, must be offered the same type of contract (Multi-Year or Continuing) which the teacher held prior to the layoff. The teacher must be given full credit for all teaching experience which he or she has earned within all schools of the Deaneries. The Principal at any time has the option to grant to the teacher full credit of all teaching experience.
- D. Any elementary teacher, possessing a Provisional, Professional, Permanent Ohio Certificate or Ohio License and a Multi-Year or

Continuing Contract, who is laid off because of a school consolidation, shall be placed in a hiring pool. Should a teaching position become vacant in another elementary school of the Deaneries, the principal of the school having the vacancy will interview and give first consideration to teachers possessing appropriate certification. When a vacancy exists, the Principal and/or the Diocesan Office of Catholic Schools will notify the teachers in the hiring pool. Teachers in the pool desiring interviews will provide their updated addresses (e.g. vacation location) and phone numbers to the Diocesan Office of Catholic Schools Personnel office. A displaced elementary teacher's right under this Article remains in effect until the close of the next school year following notification of the displacement. A displaced teacher, hired under the provisions of this Article, must be offered the same type of contract (Multi-Year or Continuing) which the teacher held prior to the layoff. The teacher must be given full credit for all teaching experience which he/she has earned within all schools of the Deaneries. The Principal at any time has the option to grant to the teacher full credit for all teaching experience.

- 18.3 The following provisions apply when the teacher(s) affected by a school consolidation is (are) given notification after April 15 of the year preceding the year in which the consolidation is to occur:
- A. If the consolidation is the result of fire, earthquake, or weather-related circumstances, the contract or contracts involved shall become null and void.
 - B. The teacher's contract must be honored for the next school year according to the salary step applicable for the next school year. As a condition for receiving a salary during that next school year, the teacher must accept assigned educational duties. Assignments shall be arranged under the direction of the Diocesan Office for Catholic Schools.

If the teacher is able to secure other employment during the year following the consolidation, the teacher shall thereafter be paid the difference in salary, if any, between the amount of the teaching contract as prorated on a monthly basis over twelve (12) months and the amount paid monthly by the new employer. The teacher may invalidate the teaching contract at any time during the year.

- C. The teacher is obligated to interview with any school for any available position for which he or she holds certification and for which the teacher has been notified of an opportunity to interview. A teacher's second (2nd) failure to appear for an interview or to accept an offered position constitutes an automatic resignation on the part of the teacher, and the teacher's contract shall become null and void. Teachers desiring interviews will provide their updated addresses (e.g. vacation location) and phone numbers to the Diocesan Office of Catholic Schools. If the teacher is offered a new position, the teacher must be offered the same

type of contract (Continuing, Multi-Year, or Limited) which the teacher would have been eligible for had the layoff not occurred with the same salary for which the teacher would have been eligible had the cutback, consolidation or closing not occurred. For purposes of determining seniority within the building, the Principal shall credit the teacher with all years of teaching experience which he or she has earned within all schools of the Deaneries.

ARTICLE 19-TEACHER EVALUATIONS

- 19.1 The following provisions apply to teacher evaluation per Diocesan Policy 4117.0.
- A. The supervision and evaluation of teachers are the responsibilities of the Principal who may share these responsibilities with the Assistant Principal, department heads, or other administrators. Principals must use the evaluation standards developed by the Diocesan Evaluation and Standards Committee. Any evaluation performed on or after February 1 cannot be used to determine the granting of multi-year or continuing contracts. The teacher also may request that an additional evaluation be made by a person mutually agreed to by the teacher and the Principal. A copy of the evaluation and any written report of an observation shall be given to the teacher within one month of the evaluation. The teacher has a right to discuss the evaluation with all parties concerned. See Appendix XXVI (policy 4117.0 needs to be amended.)
 - B. The evaluation is to be made as a guideline in determining the qualifications of the teacher. The evaluation is to be done to aid the new teacher in becoming proficient in his or her chosen profession, and to aid the teacher in understanding his or her role in the classroom and the relationship with the student entrusted to his or her care.
 - C. All teachers with 0 years experience or who are newly employed in the system shall participate in the Diocesan Mentoring Program to aid them in acclimation to the profession and the school environment.

ARTICLE 20-INDIVIDUAL CONTRACTS

- 20.1 Teachers shall be offered appropriately worded individual teaching contracts. When issued, the contract will be signed by both the Pastor and Principal of an elementary school and by the Principal of a secondary school. (See Appendix pg. VI)
- 20.2 The individual contract shall set forth the teacher's regular teaching duties and 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 for which the contract is made.
- 20.3 The following provisions apply to all contracts:
- A. The decision not to offer a contract may not be based upon the salary level achieved by reasons of years of service and/or level of education.
 - B. 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 Superintendent, pastor or Principal. A teacher may terminate his or her contract at any other time by giving five (5) days written notice to the Superintendent, Pastor or Principal. The parties to this Agreement recognize the importance of honoring teacher contracts and mutually encourage the faithful performance of all contracts.
 - C. A contract may be terminated at any time for gross inefficiency or immorality, for serious unethical conduct, or for willful and/or persistent violations of reasonable regulations of the school or the Diocesan Office of Catholic Schools. The teacher has the right to appeal such termination of contract through the grievance procedure. A written statement of these regulations must be available and readily accessible to teachers at the employing school.
 - D. A contract may be terminated at any time by mutual agreement and consent or both parties. Either party may initiate action to terminate.
- 20.4 Individual contracts shall be of three types: Limited Contracts, Continuing Contracts, and Multi-Year Contracts except as provided in Article 20.8.
- 20.5 Limited Contracts: A Limited Contract shall be for one (1) year and is subject to the following provisions:
- A. Under a Limited Contract, a teacher shall have no vested rights to renewal of the contract.
 - B. A teacher who will not be offered a Limited Contract must be notified of such decision, in writing, by April 20th of the school year in which he/she is currently employed.
 - C. The decision not to offer a Limited Contract is not subject to grievance

unless the teacher feels it was based upon salary level achieved.

- D. A teacher who is offered a Limited Contract must receive a signed contract by May 15 of the school year of current employment. A teacher, who desires to accept a Limited Contract, must return the contract properly signed within two calendar weeks. The contract will then become binding on both parties.
- E. 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.

20.6 Continuing Contracts

- A. A Continuing Contract is a contract that shall remain in effect until the teacher resigns, elects to retire, or until it is terminated as set forth in Article 20.3. To qualify for a Continuing Contract a teacher must have completed seven (7) consecutive years of service in the school or schools offering the contract and, in accordance with their IPDP, must have completed thirty (30) graduate semester, forty-five (45) graduate quarter hours or ninety (90) CEUs (or an equivalent combination) beyond a degree in education.

Under a Continuing Contract a teacher is afforded the protection of indefinite tenure with the school; however, a contract may be terminated as provided for by 20.3 C. If a displaced teacher who has a Continuing Contract is offered a position in a new school, the new school must waive the requirement of seven (7) years of service and offer the teacher a Continuing Contract.

- B. A Continuing Contract will be offered only upon request of the teacher. The request is to be made in writing to the Principal between February 15 and April 15 of the year prior to that for which the Continuing Contract is being requested. Any teacher who is qualified according to Article 20.6A for a Continuing Contract shall be given a Continuing Contract in accordance with Article 19.1.
- C. No later than May 15 of the school year, a teacher employed under a Continuing Contract shall receive a signed contract for the prospective school year.

20.7 Multi-Year Contracts

- A. All current three-year multi-year contracts will be honored until their termination date, as stated on the Contract, is reached.
- B. Those teachers who have taught for ten (10) or more years in the schools of the Deaneries and who have completed, in accordance with their IPDP, thirty (30) graduate semester, forty-five (45) graduate quarter hours or ninety (90) CEUs (or an equivalent combination) beyond their degree in education shall, if the teacher requests, be given a ten (10) year

contract. (See Academic Credit Conversion Chart appendix pg. XXXI)

- C. A Multi-Year Contract will be offered only upon the request of the teacher. The request is to be made in writing to the Principal between February 15 and April 15 of the year prior to that for which the Multi-Year Contract is being requested.
 - D. No later than May 15 of the school year, a teacher employed under a Multi-Year Contract shall receive a contract signed by the employer. Renewal of a ten (10) year Multi-Year Contract is automatic; however, a contract may be terminated as provided for by 20.3 C.
- 20.8 The provisions of Article 20 also apply to members of religious communities who would otherwise be eligible for Continuing or Multi-Year Contracts. In order to be considered as holding such a contract, the religious community member must make a written request of and receive written approval from his/her Principal for such designation. This request and approval must be made in the same manner as would be applicable to lay teachers seeking a contract.
- 20.9 The teacher, shall, upon request of the Principal, submit a non-binding letter of intent, if known, regarding his/her return to the teaching position in the school for the following year.

ARTICLE 21-CERTIFICATION FOR TEACHERS OF RELIGION

- 21.1 Diocesan Schools Policy 4113.1 as revised 8/10 shall apply to teachers of religion. See Appendix pg. XXII.
- 21.2 Diocesan Schools Policy 4113.15 as revised 8/10 shall apply to elementary school teachers of religion. See Appendix pg. XXIII-XXV.
- 21.3 Diocesan School Policy 4113.2 as revised 8/10 shall apply to secondary teachers of religion. See Appendix

ARTICLE 22-INSURANCE BENEFITS

22.1 Insurance

- A. Term Life: The school shall provide each teacher with term life insurance in the amount of forty thousand dollars (\$40,000).
- B. Disability: This plan provides two (2) benefit options. The school shall pay one hundred percent (100%) of the cost of coverage for Option A. Teachers are automatically covered on the date they are eligible for coverage. Teachers and schools share the cost of coverage for Option B. The teacher should consult the school administrator for additional information. A teacher who wishes to choose Option B may do so upon employment or during the open enrollment period.
- C. Long-Term Care: This plan provides multiple benefit options. The school shall pay one hundred percent (100%) of the cost of the Basic Plan. Other options are at the expense of the teacher through payroll deduction.

22.2 Health Insurance

A group health insurance plan covering hospital benefits, physician's benefits, and major medical benefits is made available to all teachers by the schools. The Diocesan Health Care Program, currently in existence for Diocesan employees other than teachers, shall provide the basis for coverage under this Agreement.

Diocesan Health Plan

The schools agree to pay eighty-six percent (86%) of the premium for health insurance coverage and the balance will be paid by the teachers through mandatory payroll deductions for the 2011-2012 school year. The schools agree to pay eighty-five percent (85%) of the premium for health insurance and the balance will be paid by the teachers through mandatory payroll deductions for the 2012-2013 and 2013-2014 school years. If the teacher chooses the option of family health insurance coverage, the school shall pay eighty-six percent (86%) of the premium for family coverage for the 2011-2012 school year and eighty-five percent (85%) of the premium for the 2012-2013 and 2013-2014 school years, if the teacher's spouse is employed and not eligible for "group" health insurance coverage at his or her place of employment. If, however, the teacher's spouse is employed and the spouse is eligible for "group" health insurance coverage at his or her place of employment, and the decision is made by the teacher to maintain the spouse on the Diocesan Health Plan, the teacher will be subject to the *Spousal Premium Program* and shall pay the difference between the cost of single coverage paid by the schools and the cost of family coverage. The Diocesan Insurance Office will require that a teacher complete and return a signed *Spousal Employment Statement* form or other proofs that the teacher's spouse is not eligible for "group" health

insurance coverage at his or her place of employment. If this information is provided to the Diocesan Insurance Office by the specified date, the teacher would not be subject to the additional spousal premium. Any increase in premium shall be prorated between the school and teacher on the same percentage basis.

22.3 Dental Insurance

Teachers will be entitled to paid dental insurance at least equal to the Diocesan program currently in effect. The annual deductible is fifty dollars (\$50.00) per covered person per calendar year. The annual deductible applies to non-preventive dental services. The annual maximum benefit is fifteen hundred dollars (\$1500.00) per covered person. Also included will be benefits in the Aid to Preventive Dentistry Plan paid at one hundred percent (100%.) (not to exceed the UCR limits) up to two (2) visits per year. Orthodontics services are subject to an annual deductible of fifty dollars (\$50.00) and a maximum lifetime benefit of fifteen hundred dollars (\$1500.00) for eligible children under nineteen (19) years of age.

Major wage earners may participate in the family or single dental program; any other teacher who is not receiving family medical insurance is eligible to participate in the family dental program. The schools will pay ninety percent (90%) of the premium for family coverage; the balance will be paid by the teachers through mandatory payroll deduction. Any increase in premium shall be prorated between the school and the teacher on the same percentage basis.

22.4 Diocesan Premium Conversion Plan/125 Plan

The Diocese of Columbus Premium Conversion Plan/125 Plan enables teachers to gain tax advantages for premiums they pay for group health benefit coverage. Teachers

22.5 Other Required Benefits

The school shall continue to provide unemployment compensation coverage, workers' compensation coverage and social security coverage for teachers.

22.6 A joint insurance committee is established, consisting of two (2) members appointed by the Superintendent and two (2) members appointed by the Association President. This committee will meet, at a minimum, at least quarterly to explore and recommend coverage and benefits and to review any modifications to any of the plans prior to open enrollment. This process may include consultation with the Diocesan Director of Finance and/or designee. This committee will present recommendations to the Superintendent and/or the Diocesan Director of Finance.

ARTICLE 23-PENSION

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

- 23.1 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.
- 23.2 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 the teacher's 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.
- 23.3 Complete information shall be provided concerning the provisions of the 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. The information shall be prepared by the Pension Administration Committee and the Plan administrator in consultation with Representative(s) of the Association. The information shall include the definition of terms.
- 23.4 The Pension Administration Committee of the teachers' plan shall include as a voting member a teacher appointed by the Bishop, upon recommendation by the Executive Board of the Association.
- 23.5 A teacher who retires after a minimum of fifteen (15) years of service, and who immediately commences receiving pension benefits, shall be given a retirement bonus of \$6,000 for 15-17 years of experience, \$7,000 for 18-22 years of experience, \$8,000 for 23-29 years of experience, and \$9,000 for 30 or more years of experience. This pension bonus must be requested in writing by April 15 of the teacher's last year of employment. Teachers hired as of June 1, 1997, will be credited with years of experience in the system (i.e., as defined in the 1994-1997 Agreement.) Teachers hired as of August 1, 1997, will be credited with years of experience within the schools of the Franklin County Deaneries only. This bonus shall be paid by the teacher's last employer, and may be given in one (1) immediate payment, or, at the employer's option, may be paid in no more than five (5) annual installments, the first being paid upon retirement. In the case of the death of a teacher after retirement, any retirement payments due hereunder shall be paid to the teacher's spouse. or secondarily to the teacher's estate.

ARTICLE 24-BASIC SALARY SCHEDULE

24.1 The basic salary paid a full-time teacher in the schools of the Franklin County Deaneries shall be according to the salary scales set hereto in the following schedule:

2011-2012

	B.A.	B.A.+18	B.A.+30	M.A.	M.A.+18	M.A.+30	Ph.D •
0	\$32,114	\$34,254	\$35,310	\$39,667	\$40,346	\$41,014	\$43,135
1	\$32,114	\$34,254	\$35,310	\$39,667	\$40,346	\$41,014	\$43,135
2	\$32,114	\$34,254	\$35,310	\$39,667	\$40,346	\$41,014	\$43,135
3	\$32,114	\$34,254	\$35,310	\$39,667	\$40,346	\$41,014	\$43,135
4	\$32,274	\$34,425	\$35,485	\$39,865	\$40,546	\$41,218	\$43,349
5	\$32,484	\$34,697	\$35,749	\$40,361	\$41,050	\$41,728	\$43,880
6	\$32,833	\$35,165	\$36,334	\$41,013	\$41,818	\$42,504	\$44,695
7	\$33,162	\$35,545	\$36,727	\$41,565	\$42,483	\$43,177	\$45,400
8	\$33,519	\$35,869	\$37,062	\$42,059	\$43,090	\$43,791	\$46,047
9	\$34,129	\$36,394	\$37,488	\$42,527	\$43,566	\$44,272	\$46,552
10	\$34,941	\$37,199	\$38,309	\$43,278	\$44,510	\$45,235	\$47,566
11	\$35,735	\$37,990	\$39,098	\$44,144	\$45,553	\$46,303	\$48,683
12	\$36,593	\$38,848	\$39,922	\$45,079	\$46,656	\$47,519	\$49,954
13	\$37,541	\$39,851	\$40,923	\$46,147	\$47,691	\$48,616	\$51,118
14	\$38,580	\$40,952	\$42,025	\$47,329	\$48,876	\$49,828	\$52,402
15	\$39,504	\$41,936	\$43,005	\$48,554	\$50,200	\$51,178	\$53,772
16	\$40,426	\$42,911	\$43,992	\$49,776	\$51,524	\$52,531	\$55,243
17	\$41,359	\$43,900	\$44,993	\$51,000	\$52,950	\$53,936	\$56,710
18	\$42,293	\$44,889	\$46,025	\$52,143	\$54,116	\$55,118	\$57,960
19	\$43,253	\$45,909	\$47,056	\$53,287	\$55,278	\$56,300	\$59,214
20	\$44,233	\$46,948	\$48,111	\$54,412	\$56,605	\$57,659	\$60,640
21	\$45,268	\$48,046	\$49,209	\$55,590	\$57,981	\$59,067	\$62,120
22	\$46,272	\$49,115	\$50,283	\$56,821	\$59,415	\$60,528	\$63,650
23	\$47,240	\$50,140	\$51,312	\$57,997	\$60,601	\$61,738	\$64,932
24	\$47,760	\$50,754	\$51,963	\$59,159	\$61,805	\$62,971	\$66,230
25	\$48,407	\$51,442	\$52,646	\$59,959	\$62,649	\$63,787	\$67,088
26	\$48,892	\$51,954	\$53,304	\$60,690	\$63,375	\$64,738	\$68,088
27	\$49,078	\$52,151	\$53,496	\$60,896	\$63,575	\$65,151	\$68,514
28	\$49,542	\$52,645	\$53,991	\$61,789	\$64,468	\$66,270	\$69,685
29	\$50,006	\$53,139	\$54,487	\$62,674	\$65,355	\$67,178	\$70,644
30	\$50,343	\$53,559	\$54,907	\$63,340	\$66,073	\$67,858	\$71,359

ARTICLE 24 - BASIC SALARY SCHEDULE (CONTINUED)
2012-2013

	B.A.	B.A.+18	B.A.+30	M.A.	M.A.+18	M.A.+30	Ph.D.
0	\$32,756	\$34,939	\$36,016	\$40,460	\$41,153	\$41,834	\$43,998
1	\$32,756	\$34,939	\$36,016	\$40,460	\$41,153	\$41,834	\$43,998
2	\$32,756	\$34,939	\$36,016	\$40,460	\$41,153	\$41,834	\$43,998
3	\$32,756	\$34,939	\$36,016	\$40,460	\$41,153	\$41,834	\$43,998
4	\$32,756	\$34,939	\$36,016	\$40,460	\$41,153	\$41,834	\$43,998
5	\$32,919	\$35,114	\$36,195	\$40,662	\$41,357	\$42,042	\$44,216
6	\$33,134	\$35,391	\$36,464	\$41,168	\$41,871	\$42,563	\$44,758
7	\$33,490	\$35,868	\$37,061	\$41,833	\$42,654	\$43,354	\$45,589
8	\$33,825	\$36,256	\$37,462	\$42,396	\$43,333	\$44,041	\$46,308
9	\$34,189	\$36,586	\$37,803	\$42,900	\$43,952	\$44,667	\$46,968
10	\$34,941	\$37,198	\$38,313	\$43,446	\$44,703	\$45,423	\$47,758
11	\$35,734	\$37,988	\$39,098	\$44,144	\$45,552	\$46,303	\$48,684
12	\$36,593	\$38,849	\$39,923	\$45,102	\$46,655	\$47,521	\$49,954
13	\$37,541	\$39,850	\$40,924	\$46,147	\$47,692	\$48,617	\$51,118
14	\$38,581	\$40,951	\$42,024	\$47,328	\$48,874	\$49,827	\$52,401
15	\$39,506	\$41,935	\$43,004	\$48,555	\$50,201	\$51,178	\$53,770
16	\$40,428	\$42,913	\$43,990	\$49,778	\$51,525	\$52,529	\$55,245
17	\$41,360	\$43,898	\$44,995	\$51,000	\$52,951	\$53,934	\$56,712
18	\$42,294	\$44,888	\$46,023	\$52,142	\$54,115	\$55,117	\$57,958
19	\$43,253	\$45,908	\$47,056	\$53,285	\$55,279	\$56,298	\$59,212
20	\$44,235	\$46,947	\$48,110	\$54,411	\$56,605	\$57,657	\$60,641
21	\$45,268	\$48,047	\$49,208	\$55,587	\$57,981	\$59,066	\$62,120
22	\$46,273	\$49,117	\$50,282	\$56,819	\$59,413	\$60,526	\$63,648
23	\$47,239	\$50,142	\$51,314	\$57,997	\$60,603	\$61,739	\$64,929
24	\$47,760	\$50,752	\$51,964	\$59,157	\$61,813	\$62,973	\$66,231
25	\$48,405	\$51,444	\$52,644	\$60,342	\$63,041	\$64,230	\$67,555
26	\$48,891	\$51,956	\$53,304	\$61,158	\$63,902	\$65,063	\$68,430
27	\$49,381	\$52,474	\$53,970	\$61,904	\$64,643	\$66,033	\$69,450
28	\$49,569	\$52,673	\$54,165	\$6 ~	\$64,847	\$66,454	\$69,884
29	\$50,037	\$53,171	\$54,666	\$63,025	\$65,757	\$67,595	\$71,079
30	\$50,506	\$53,670	\$55,168	\$63,927	\$66,662	\$68,522	\$72,057

ARTICLE 24 - BASIC SALARY SCHEDULE (CONTINUED)

2013-2014

	B.A.	B.A.+18	B.A.+30	M.A.	M.A.+18	M.A.+30	Ph.D.
0	\$33,411	\$35,638	\$36,736	\$41,269	\$41,976	\$42,671	\$44,878
1	\$33,411	\$35,638	\$36,736	\$41,269	\$41,976	\$42,671	\$44,878
2	\$33,411	\$35,638	\$36,736	\$41,269	\$41,976	\$42,671	\$44,878
3	\$33,411	\$35,638	\$36,736	\$41,269	\$41,976	\$42,671	\$44,878
4	\$33,411	\$35,638	\$36,736	\$41,269	\$41,976	\$42,671	\$44,878
5	\$33,411	\$35,638	\$36,736	\$41,269	\$41,976	\$42,671	\$44,878
6	\$33,577	\$35,816	\$36,919	\$41,475	\$42,184	\$42,883	\$45,100
7	\$33,797	\$36,099	\$37,193	\$41,991	\$42,708	\$43,414	\$45,653
8	\$34,160	\$36,585	\$37,802	\$42,670	\$43,507	\$44,221	\$46,501
9	\$34,502	\$36,981	\$38,211	\$43,244	\$44,200	\$44,922	\$47,234
10	\$35,003	\$37,395	\$38,635	\$43,827	\$45,099	\$45,828	\$48,184
11	\$35,734	\$37,987	\$39,102	\$44,315	\$45,749	\$46,495	\$48,880
12	\$36,592	\$38,847	\$39,923	\$45,102	\$46,654	\$47,521	\$49,955
13	\$37,541	\$39,851	\$40,925	\$46,171	\$47,691	\$48,619	\$51,118
14	\$38,581	\$40,950	\$42,025	\$47,328	\$48,875	\$49,828	\$52,401
15	\$39,507	\$41,934	\$43,003	\$48,554	\$50,198	\$51,177	\$53,769
16	\$40,430	\$42,912	\$43,989	\$49,779	\$51,526	\$52,529	\$55,243
17	\$41,362	\$43,900	\$44,993	\$51,003	\$52,952	\$53,932	\$56,715
18	\$42,295	\$44,886	\$46,025	\$52,142	\$54,116	\$55,115	\$57,960
19	\$43,254	\$45,907	\$47,054	\$53,284	\$55,278	\$56,297	\$59,210
20	\$44,235	\$46,946	\$48,110	\$54,409	\$56,606	\$57,655	\$60,639
21	\$45,270	\$48,046	\$49,207	\$55,586	\$57,981	\$59,064	\$62,121
22	\$46,273	\$49,118	\$50,281	\$56,815	\$59,413	\$60,525	\$63,648
23	\$47,240	\$50,144	\$51,313	\$57,995	\$60,601	\$61,737	\$64,927
24	\$47,759	\$50,754	\$51,966	\$59,157	\$61,815	\$62,974	\$66,228
25	\$48,405	\$51,442	\$52,645	\$60,340	\$63,049	\$64,232	\$67,556
26	\$48,889	\$51,958	\$53,302	\$61,549	\$64,302	\$65,515	\$68,906
27	\$49,380	\$52,476	\$53,970	\$62,381	\$65,180	\$66,364	\$69,799
28	\$49,875	\$52,999	\$54,645	\$63,142	\$65,936	\$67,354	\$70,839
29	\$50,065	\$53,200	\$54,842	\$63,356	\$66,144	\$67,783	\$71,282
30	\$50,537	\$53,703	\$55,349	\$64,286	\$67,072	\$68,947	\$72,501

24.2 The following general provisions apply to the teacher's progression towards maximum salary:

- A. Full credit shall be granted for the number of years of teaching experience in any school of the Deaneries when calculating the step a teacher is to be placed on the schedule. Credit for up to five (5) years of teaching experience in non-Vicariate schools shall be granted to a teacher when calculating the step a teacher is to be placed on the schedule. The principal has the option to grant the teacher full credit for all teaching experience. A year of teaching experience is defined as employment of at least one hundred and twenty (120) teaching days of any school year on a full time basis.
- B. No teacher shall be required to accept a reduction in his or her present salary because of implementation of an applicable basic salary schedule. No teacher granted prior military credit shall lose said credit because of implementation of the applicable basic salary schedule.
- C. Eligibility of B.A.+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 B.A. or B.S. degree. These hours must be generally related to the teacher's area(s) of certification/licensure, in the methodology of teaching in the area(s), or in such areas as administration, supervision, media studies, curriculum, guidance and counseling, or other related areas.

Eligibility of B.A.+30 hours shall be granted to teachers who complete thirty (30) semester credit hours [or forty-five (45) quarter credit hours] of undergraduate or graduate study, after the completion of the B.A. or B.S. degree. These hours must be generally related to the teacher's area(s) of certification/licensure, in the methodology of teaching in the area(s), or in such areas as administration, supervision, media studies, curriculum, guidance and counseling or other related areas.

"M. A.+18" shall be defined as the completion of eighteen (18) semester credit hours [or twenty-seven (27) quarter credit hours] of graduate credit, above and beyond those graduate hours required for the completion of the M.A. or M.S.; these hours shall be generally related to the teacher's area(s) of certification/licensure, or in such areas as administration, supervision, media studies, curriculum, guidance and counseling, or other related areas. (These credits may be taken before or after the M.A. or M.S., but may not be part of the M.A. or M.S. program.)

"MA.+30" shall be defined as the completion of thirty (30) semester hours [or forty-five (45) quarter credit hours] of graduate credit, above and beyond those graduate hours required for the completion of the M.A. or M.S.; these hours shall be generally related to the teacher's area(s) of certification/licensure, or in such areas as administration, supervision, media studies, curriculum, guidance and counseling, or other related areas. (These credits may be taken before or after the M.A. or M.S., but may not be part of the M.A. or M.S. program.)

D. Salary adjustments for additionally earned credits beyond the Bachelor's degree shall be effective in the pay period after which verification has been received by the Principal that the necessary credits were earned. However, the salary adjustment is contingent upon the teacher notifying the school in writing by April 15 of the current year that he or she expects to complete the coursework involved during the next school year. This notification shall include approximately when the verification will take place. This requirement may be waived by the Principal.

24.3 The annual basic salary shall be paid, at the option of each teacher, either over a ten (10) month period commencing in September and ending in June or over a twelve (12) month period commencing in September and ending in August. Teachers must be paid either bi weekly or semi-monthly at the discretion of the school. For purposes of computing the payment of a teacher's contract when the entire year's contract is not fulfilled, salary shall be determined and paid according to the following formula:

Basic Salary X Number of scheduled days served (including days of paid leave)

The basic salary does not include compensation for the teacher's performance of extra-duty activities, nor is the performance of said activities to be a condition for the teacher's receipt of his or her basic salary.

The basic salary does not include compensation for the teacher's performance of duties associated with their regular teaching position which take place outside of the contracted school day, nor is the performance of said activities to be a condition for the teacher's receipt of his or her basic salary. Compensation for these duties are outlined in Article 24.4.

24.4 Teachers who are required by either the Diocese or the administration of their building to perform duties associated with the regular teaching position outside their contracted school day will receive as compensation an additional full day of pay for each occurrence, calculated by taking their annual base salary and dividing by 188. Duties associated with their regular teaching position would include: assessment of students, communication with students and parents, curriculum planning.

ARTICLE 25-SUPPLEMENTARY SALARIES FOR EXTRA DUTY ASSIGNMENTS

- 25.1 "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. The assignments should not be directly tied to required curriculum/instruction activities.

Salaries will be paid to secondary school teachers performing the extra duty assignments listed in Class I through V (25.1 A). Salaries will be paid to elementary school teachers performing extra duty assignment as listed in Class VI (25.1 A). These salaries shall be determined by the schedule set forth for each classification. The current B.A. Minimum shall be used as the base for computing supplementary salaries.

Nothing in this agreement prohibits a school from providing a supplement to a teacher for the performance of an extra duty assignment not otherwise compensated under Article 25.1A.

A. CLASS I

Athletic Director
Head Basketball
Head Football

CLASS II

Head Baseball
Head Track
Head Wrestling
Head Softball
Head Soccer

CLASS III

Head Volleyball
Head Cross Country
Head Field Hockey
Head Golf
Head Swimming
Head Tennis
Drama (Musical, per show)
Assistant Athletic Director
Assistant Basketball
Assistant Football

CLASS IV

Assistant Baseball
Assistant Soccer
Assistant Softball
Assistant Track
Assistant Wrestling
Assistant Volleyball
Cheerleading Moderator (per season)
In The Know Moderator

Student Council Moderator

CLASS V

Assistant Cheerleading Moderator

Assistant Cross Country

Assistant Field Hockey

Assistant Golf

Assistant Swimming

Assistant Tennis

Drill Team Moderator

National Honor Society Moderator

School Newspaper Moderator

School Yearbook Moderator

Drama (non musical, per show)

Pathwise trained mentor for Entry Year Teacher* (less amount reimbursed by state)

Grant Writer*

OCSAA Steering Committee Chairperson*

CLASS VI

Examples (but not limited to):

After School/Summer Enrichment Programs Advisors

"Drug-Free Schools" Club Advisor

"Math Counts" Advisor

Play and/or Talent Show Coordinator (per show)

"Power of the Pen" Advisor

Safety Patrol Coordinator

Science Fair/Science Day Coordinator

Student Council Advisor

* For both Elementary and Secondary

YEAR: 2011-2012

This Year's Base Salary \$ 32,114

SUPPLEMENTAL SALARY SCHEDULE

Base Salary \$32,114

Class	I		II		III		IV		V		VI	
Percentage	14.00%		12.00%		10.00%		8.00%		5.00%		3.00%	
Increment	0.50%		0.50%		0.35%		0.35%		0.35%		0.35%	
0	14.00%	\$4,496	12.00%	\$3,854	10.00%	\$3,211	8.00%	\$2,569	5.00%	\$1,606	3.00%	\$963
1	14.50%	\$4,657	12.50%	\$4,014	10.35%	\$3,324	8.35%	\$2,682	5.35%	\$1,718	3.35%	\$1,076
2	15.00%	\$4,817	13.00%	\$4,175	10.70%	\$3,436	8.70%	\$2,794	5.70%	\$1,830	3.70%	\$1,188
3	15.50%	\$4,978	13.50%	\$4,335	11.05%	\$3,549	9.05%	\$2,906	6.05%	\$1,943	4.05%	\$1,301
4	16.00%	\$5,138	14.00%	\$4,496	11.40%	\$3,661	9.40%	\$3,019	6.40%	\$2,055	4.40%	\$1,413
5	16.50%	\$5,299	14.50%	\$4,657	11.75%	\$3,773	9.75%	\$3,131	6.75%	\$2,168	4.75%	\$1,525
6	17.00%	\$5,459	15.00%	\$4,817	12.10%	\$3,886	10.10%	\$3,244	7.10%	\$2,280	5.10%	\$1,638
7	17.50%	\$5,620	15.50%	\$4,978	12.45%	\$3,998	10.45%	\$3,356	7.45%	\$2,392	5.45%	\$1,750
8	18.00%	\$5,781	16.00%	\$5,138	12.80%	\$4,111	10.80%	\$3,468	7.80%	\$2,505	5.80%	\$1,863
9	18.50%	\$5,941	16.50%	\$5,299	13.15%	\$4,223	11.15%	\$3,581	8.15%	\$2,617	6.15%	\$1,975
10	19.00%	\$6,102	17.00%	\$5,459	13.50%	\$4,335	11.50%	\$3,693	8.50%	\$2,730	6.50%	\$2,087
11	19.50%	\$6,262	17.50%	\$5,620	13.85%	\$4,448	11.85%	\$3,806	8.85%	\$2,842	6.85%	\$2,200
12	20.00%	\$6,423	18.00%	\$5,781	14.20%	\$4,560	12.20%	\$3,918	9.20%	\$2,954	7.20%	\$2,312
13	20.50%	\$6,583	18.50%	\$5,941	14.55%	\$4,673	12.55%	\$4,030	9.55%	\$3,067	7.55%	\$2,425
14	21.00%	\$6,744	19.00%	\$6,102	14.90%	\$4,785	12.90%	\$4,143	9.90%	\$3,179	7.90%	\$2,537
15	21.50%	\$6,905	19.50%	\$6,262	15.25%	\$4,897	13.25%	\$4,255	10.25%	\$3,292	8.25%	\$2,649

Add \$250 If Experience Is Beyond 15 Years

YEAR: 2012-2013
SUPPLEMENTAL SALARY SCHEDULE

Base Salary \$32,756

Class	I		II		III		IV		V		VI	
Percentage	14.00%		12.00%		10.00%		8.00%		5.00%		3.00%	
Increment	0.50%		0.50%		0.35%		0.35%		0.35%		0.35%	
0	14.00%	\$4,586	12.00%	\$3,931	10.00%	\$3,276	8.00%	\$2,620	5.00%	\$1,638	3.00%	\$983
1	14.50%	\$4,750	12.50%	\$4,095	10.35%	\$3,390	8.35%	\$2,735	5.35%	\$1,752	3.35%	\$1,097
2	15.00%	\$4,913	13.00%	\$4,258	10.70%	\$3,505	8.70%	\$2,850	5.70%	\$1,867	3.70%	\$1,212
3	15.50%	\$5,077	13.50%	\$4,422	11.05%	\$3,620	9.05%	\$2,964	6.05%	\$1,982	4.05%	\$1,327
4	16.00%	\$5,241	14.00%	\$4,586	11.40%	\$3,734	9.40%	\$3,079	6.40%	\$2,096	4.40%	\$1,441
5	16.50%	\$5,405	14.50%	\$4,750	11.75%	\$3,849	9.75%	\$3,194	6.75%	\$2,211	4.75%	\$1,556
6	17.00%	\$5,569	15.00%	\$4,913	12.10%	\$3,963	10.10%	\$3,308	7.10%	\$2,326	5.10%	\$1,671
7	17.50%	\$5,732	15.50%	\$5,077	12.45%	\$4,078	10.45%	\$3,423	7.45%	\$2,440	5.45%	\$1,785
8	18.00%	\$5,896	16.00%	\$5,241	12.80%	\$4,193	10.80%	\$3,538	7.80%	\$2,555	5.80%	\$1,900
9	18.50%	\$6,060	16.50%	\$5,405	13.15%	\$4,307	11.15%	\$3,652	8.15%	\$2,670	6.15%	\$2,014
10	19.00%	\$6,224	17.00%	\$5,569	13.50%	\$4,422	11.50%	\$3,767	8.50%	\$2,784	6.50%	\$2,129
11	19.50%	\$6,387	17.50%	\$5,732	13.85%	\$4,537	11.85%	\$3,882	8.85%	\$2,899	6.85%	\$2,244
12	20.00%	\$6,551	18.00%	\$5,896	14.20%	\$4,651	12.20%	\$3,996	9.20%	\$3,014	7.20%	\$2,358
13	20.50%	\$6,715	18.50%	\$6,060	14.55%	\$4,766	12.55%	\$4,111	9.55%	\$3,128	7.55%	\$2,473
14	21.00%	\$6,879	19.00%	\$6,224	14.90%	\$4,881	12.90%	\$4,226	9.90%	\$3,243	7.90%	\$2,588
15	21.50%	\$7,043	19.50%	\$6,387	15.25%	\$4,995	13.25%	\$4,340	10.25%	\$3,357	8.25%	\$2,702
Add \$250 If Experience Is Beyond 15 Years												

YEAR: 2013-2014
SUPPLEMENTAL SALARY SCHEDULE

Base Salary \$33,411

Class	I		II		III		IV		V		VI	
Percentage	14.00%		12.00%		10.00%		8.00%		5.00%		3.00%	
Increment	0.50%		0.50%		0.35%		0.35%		0.35%		0.35%	
0	14.00%	\$4,678	12.00%	\$4,009	10.00%	\$3,341	8.00%	\$2,673	5.00%	\$1,671	3.00%	\$1,002
1	14.50%	\$4,845	12.50%	\$4,176	10.35%	\$3,458	8.35%	\$2,790	5.35%	\$1,787	3.35%	\$1,119
2	15.00%	\$5,012	13.00%	\$4,343	10.70%	\$3,575	8.70%	\$2,907	5.70%	\$1,904	3.70%	\$1,236
3	15.50%	\$5,179	13.50%	\$4,510	11.05%	\$3,692	9.05%	\$3,024	6.05%	\$2,021	4.05%	\$1,353
4	16.00%	\$5,346	14.00%	\$4,678	11.40%	\$3,809	9.40%	\$3,141	6.40%	\$2,138	4.40%	\$1,470
5	16.50%	\$5,513	14.50%	\$4,845	11.75%	\$3,926	9.75%	\$3,258	6.75%	\$2,255	4.75%	\$1,587
6	17.00%	\$5,680	15.00%	\$5,012	12.10%	\$4,043	10.10%	\$3,375	7.10%	\$2,372	5.10%	\$1,704
7	17.50%	\$5,847	15.50%	\$5,179	12.45%	\$4,160	10.45%	\$3,491	7.45%	\$2,489	5.45%	\$1,821
8	18.00%	\$6,014	16.00%	\$5,346	12.80%	\$4,277	10.80%	\$3,608	7.80%	\$2,606	5.80%	\$1,938
9	18.50%	\$6,181	16.50%	\$5,513	13.15%	\$4,394	11.15%	\$3,725	8.15%	\$2,723	6.15%	\$2,055
10	19.00%	\$6,348	17.00%	\$5,680	13.50%	\$4,510	11.50%	\$3,842	8.50%	\$2,840	6.50%	\$2,172
11	19.50%	\$6,515	17.50%	\$5,847	13.85%	\$4,627	11.85%	\$3,959	8.85%	\$2,957	6.85%	\$2,289
12	20.00%	\$6,682	18.00%	\$6,014	14.20%	\$4,744	12.20%	\$4,076	9.20%	\$3,074	7.20%	\$2,406
13	20.50%	\$6,849	18.50%	\$6,181	14.55%	\$4,861	12.55%	\$4,193	9.55%	\$3,191	7.55%	\$2,523
14	21.00%	\$7,016	19.00%	\$6,348	14.90%	\$4,978	12.90%	\$4,310	9.90%	\$3,308	7.90%	\$2,639
15	21.50%	\$7,183	19.50%	\$6,515	15.25%	\$5,095	13.25%	\$4,427	10.25%	\$3,425	8.25%	\$2,756
Add \$250 If Experience Is Beyond 15 Years												

25.2 The following apply to extra duty assignments:

- A. Extra duty assignments are arranged within six (6) classifications, each with a percentage and incremental index.
- B. In secondary schools, years of experience up to fifteen (15) years shall be credited to a teacher who has previously performed the same duty assignment in the current school. Head positions shall receive full credit for all years experience in the same sport or activity. Credit, up to five (5) years, shall be granted a teacher for performance of extra duty assignment in any other school. Beginning in 2004-2005, two hundred and fifty dollars (\$250) is added if experience is beyond fifteen years.
- C. In elementary schools, years of experience up to fifteen (15) years up shall be credited to a teacher who has previously performed the same duty assignment.
- D. No teacher who is presently performing an extra duty assignment shall have his or her supplemental salary reduced by implementation of an appropriate supplemental salary schedule.
- E. In accordance with the school's established guidelines or procedures, teachers who must use private transportation to perform the assigned extra duty activities, shall be reimbursed by the individual department and/or Principal, at a rate of not less than thirty-two cents (\$.485) per mile or the Diocesan mileage reimbursement rate whichever is greater.
- F. If boys' and girls' teams of the same sport are not considered separate duty assignments, and if the total number of participants is twenty-five (25) or more, then the sport must have an assistant coach.

25.3 The teachers in each school shall be notified of vacant compensated extra duty positions as listed in Article 25.1 by posting in the school where the vacancy occurs. All eligible teachers in the school may apply and shall receive consideration for such positions.

25.4 Where the teacher agrees to perform an extra duty assignment he or she shall be compensated for such assignment as set forth in Article 25.1, 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 25.1, 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 extra duty assignment. Where a teacher volunteers to perform a compensated extra duty assignment he or she shall not be required to perform that assignment beyond that contract year.

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

25.6 Notwithstanding any other provisions of this Agreement, a teacher who performs compensated supplemental or extra duty assignments while working under a Limited Contract may be required by the Principal to continue to perform such assignments while working under subsequent Limited Contracts. A school may decline to offer a subsequent Limited Contract to a teacher for any reason, including the inability or refusal of teacher to continue to perform a compensated supplemental or extra-duty assignment.

With respect to a teacher who performs compensated supplemental or extra duty assignments while working under a Multi-Year or Continuing Contract, the teacher shall continue to perform such assignments in subsequent school years unless, at least one (1) year before the time that the supplemental or extra duty assignment would first be performed in the following year, either the teacher or the school provides written notice to the other that the teacher will not perform the assignment. The school and the teacher may mutually agree, at any time and upon such terms as are mutually acceptable; to modify or to terminate any compensated supplemental or extra duty assignments.

ARTICLE 26-(T.A.C.T.) TUITION ASSISTANCE FOR CHILDREN AND TEACHERS

- 26.1 This Agreement shall not prejudice a school's ability to individually exempt tuition of children of teachers. The tuition for each child of each lay teacher shall be discounted at least fifty percent (50%) in the elementary schools and at least seventy percent (70%) in the secondary schools. Currently employed teachers must request this discount in writing to the principal of the child's school by April 15 for the following year. Newly-employed teachers must request this discount, in writing, by September 15 of the year they begin employment. This tuition discount does not apply to fees, book charges or other incidental expenses.
- 26.2 The purpose of the Tuition Assistance Fund (T.A.C.T.) is to help provide additional tuition assistance to teachers with the greatest need for assistance. For the 2011-2012 School year no money will be collected from the schools. By December 1 of each year the Association and the Diocese shall determine if schools will contribute the following year.

This assistance shall be in the form of tuition assistance for the teacher's children to attend Catholic elementary or secondary schools. First consideration will be given to those with documented need. The money shall be awarded annually. Schools shall contribute to this fund based on enrollment:

TUITION	ASSISTANCE	FUND
	STUDENT ENROLLMENT	TUITION ASSISTANCE FUND CONTRIBUTION
SECONDARY SCHOOLS		
	900 +	\$ 6,000.00
	500-899	\$ 4,500.00
	300-499	\$ 3,500.00
ELEMENTARY SCHOOLS		
	500 +	\$ 2,500.00
	400-499	\$ 2,000.00
	250-399	\$ 1,500.00
	200-249	\$ 1,000.00
	Under 200	\$ 500.00

- 26.3 To help provide additional assistance to teachers with the greatest need for assistance with his/her own tuition for graduate courses, the money currently in the fund for this purpose shall be used to fund up to a total of \$10,000 in scholarships awarded annually.

ARTICLE 27-VOLUNTARY EMPLOYEE SEVERANCE INCENTIVE (VESI)

- 27.1 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 and supplemental pay for extra duty assignments 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. (See Appendix pg. I-V, XXXII)
- 27.2 The number of teachers who are eligible to receive this severance incentive annually in each building is determined by the following criteria:
- A. Elementary schools - at least one (1) teacher annually and more at the employer's discretion.
 - B. High schools - at least two (2) teachers annually and more at the employer's discretion.
 - C. High schools may additionally limit VESI eligibility to one (1) teacher per department, annually.
- First priority in each school, subject to the criteria listed above, 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.
- 27.3 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.
- 27.4 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 or Diocese will be responsible for the remaining payments.
- 27.5 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 written communication to the school.

ARTICLE 28-AMENDMENT

The Association President and designees [not to exceed two (2)) and the Superintendent and designees (not to exceed two (2)| may meet privately during the duration of this Agreement for the purpose of discussing the amendment of this Agreement. In the event this discussion produces a mutual accord that a specific amendment is desirable, such proposal for amendment will be referred to the Interim Negotiating Committee for its concurrence. The Interim Negotiations Committee shall be composed of no more than three (3) Representative(s) named by the Episcopal Moderator for Education and no more than three (3) Representative(s) named by the Association. If the Interim Negotiations Committee mutually agrees upon the Amendment, it will be submitted to the Association's Executive Board for approval and then to the Bishop for approval.

ARTICLE 29-SEPARABILITY

- 29.1 The Association and the Diocese intend that this Agreement shall in all respects be construed and applied in a manner consistent with applicable statutes, regulations, and court decisions. In the event that any provision of this Agreement shall be determined by 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 within two (2) weeks to discuss any decision, which renders any portion of this Agreement null and void.
- 29.2 If, during the term of this Agreement, there is any change in any applicable law or regulation which would invalidate any provision of this Agreement, the parties will meet to negotiate any necessary change in the Agreement relative to the affected provision only.

ARTICLE 30-DURATION OF AGREEMENT: REOPENER PROVISIONS

This Agreement shall become effective August 1, 2011 upon ratification by the Association and the Diocese, and shall remain in effect until 12:01 a.m. on August 1, 2014. Negotiations for a successor Agreement shall commence no later than October 5, 2013.

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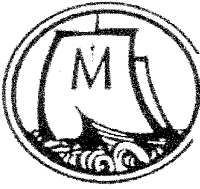
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Catholic Diocese of Columbus

Department for Education
614-221-5829
FAX 614-241-2563

VOLUNTARY EMPLOYEE SEVERANCE INCENTIVE (VESI)

Eligible teachers with eighteen (18) or more years of fulltime Diocesan 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 and supplemental pay for extra duty assignments according to the *Agreement*. This severance incentive shall be paid in equal annual installments over no less that three (3) years or over more than three (3) years at the teacher's option.

The number of teachers who are eligible to receive this severance incentive annually in each building is determined by the following criteria:

1. Elementary schools-at least one (1) teacher annually and more at the employer's discretion.
2. High schools-at least two (2) annually and more at the employer's discretion.
3. High schools may additionally limit VESI eligibility to one (1) teacher per department annually.

First priority in each school, subject to the criteria listed above, shall be determined according to seniority. Seniority will be based on the number of fulltime years of teaching experience in the schools of the Diocese.

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.

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. At teacher who has been approved for or paid VESI benefits is not eligible fore re-hire in a full-time teaching position in the schools of the Diocese.

■ 197 East Gay Street

■ Columbus · Ohio 43215-3277

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 closes prior to the teacher receiving the total amount of money granted by VESI, the parish or Diocese will be responsible for the remaining payments.

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.

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 written communication to the school. Only the 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 Form 1099.

Revised 7/02



Catholic Diocese of Columbus

Department for Education
614-221-5829
FAX 614-241-2563

**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 _____

Total Salary _____

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 yrs., 7 yrs., 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.

Revised 7/02

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Catholic Diocese of Columbus

Department for Education
614-221-5829
FAX 614-241-2563

**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)

Current Salary verified _____yes _____no
(if no, explain)

Current Supplemental Salary verified _____yes _____no
(if no, explain)

Total Salary 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: _____
Principal's Signature Date

(page one of two pages)

■ 197 East Gay Street ■ Columbus · Ohio 43215-3277

VESI Status Form
Page two

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: _____
Principal's Signature Date

The teacher must return the original of this form, signed, to the principal no later than 5 working days from 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 Office of Catholic Schools Personnel Office.

Revised 7/02



4112.11

ELEMENTARY

POLICY

SECONDARY

REGULATION

BOTH

PERSONNEL

INDIVIDUAL CONTRACTS - FULL TIME AND PART-TIME

Teachers whose contracts are to be renewed must receive their signed contracts by May 15th 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 superintendent, pastor or principal.

Teachers whose contracts are not to be renewed must be notified of such decision, in writing, by April 15th of the school year in which they are currently employed.

Office of Catholic Schools
Catholic Diocese of Columbus

Adopted 5/89
Reviewed 8/95, 8/05
Revised 8/00



4122.0

ELEMENTARY

POLICY

SECONDARY

REGULATION

BOTH

PERSONNEL

PART-TIME TEACHERS

A part-time teacher is defined as one who is under contract to teach on a continuous basis for less than one hundred and twenty (120) teaching days and/or less than five (5) hours per day in one school year. The hiring shall be done by the principal of the school. The part-time teachers shall be duly certified to teach in the areas for which he or she is hired. Salary for part-time teachers shall be pro-rated based on the local scale. Insurance coverage, as provided by the specific terms of the Diocesan insurance programs, is available for staff members meeting eligibility and participation requirements of the specific programs.

Part-time teachers whose assignments are an entire school day should be given consideration regarding conference time, sick and personal business leave based on 1/5 per full day assignment.

In the event that a part-time teacher is offered part-time contracts at two or more schools, and the combined hours under the contracts would meet the requirements for full-time employment, it shall be a condition of eligibility for salary and benefits that the teacher must notify the principal of each of the affected schools of the proposed eligibility for salary and benefits, so that each school may determine whether to continue or terminate the part-time contract.

Office of Catholic Schools
Catholic Diocese of Columbus

Adopted 8/71
Reviewed 9/80, 8/05
Revised 5/89, 8/95, 8/00



4145.0

ELEMENTARY

POLICY

SECONDARY

REGULATION

BOTH

PERSONNEL

BENEFITS

1. All employees hired before January 1, 2001, scheduled to work at least 20 hours per week, during at least 10 months a year, are eligible for group health, dental, term life, and long term disability benefits available through the diocesan plan. The employee must be a paid employee receiving a form W-2 annually. Rates and requirements are governed by the Diocesan Self Insurance Office.

All employees hired after **December 31, 2000**, scheduled to work at least **25 hours per week** for at least 10 consecutive months a year are eligible for group health, dental, term life, long term disability, long term care benefits available through the diocesan group plan. All employees hired after **December 31, 2002**, scheduled to work at least **30 hours per week** for at least 10 consecutive months a year are eligible for group health, dental, term life, long term disability, long term care benefits available through the diocesan group plan.

2. Coverage is from September 1 of the one school year through August 31 of the following school year.

All personnel in our schools (religious and lay) who are in the diocesan health plan must be covered for the full twelve month contract period regardless of whether their salary is on a 10 or 12 month payment basis.

This means that employees are covered during the months of July and August, even if they are not returning to the school in September or are not usually paid during those months.

If a teacher transfers from one diocesan school to another and has signed a contract with the new school, the last school employing said teacher shall pay the premium for July and August; the new school shall take over the payments on September 1.

A teacher on an unpaid leave of absence from a school shall retain diocesan insurance coverage provided that the teacher pays the entire cost of the premium (both the employer's share and the employee's share) for the duration of the leave. (See also Policy 4152.3 - Leave of Absence)

**Office of Catholic Schools
Catholic Diocese of Columbus**

Adopted 6/73
Reviewed 5/89, 8/00, 8/05
Revised 2/81, 5/84, 8/95, 8/97, 12/00, 10/02



4148.0

ELEMENTARY

POLICY

SECONDARY

REGULATION

BOTH

PERSONNEL

GRIEVANCE PROCEDURE

I. GENERAL INTRODUCTION

A. This grievance procedure is for both part-time and full-time teachers in schools who are not covered by the COACE agreement or a local agreement. Both part-time and full-time teachers in schools in Franklin County shall follow the grievance procedure in the current COACE agreement.

B. Definition

A grievance is a claim that there has been a violation, misinterpretation, or misapplication of any provision of a teacher's contract, or any regulation, order, or policy of the Diocese of Columbus, the Office of Catholic Schools, or any school of the Diocese of Columbus.

C. Rationale

The grievance procedure is intended to

- * assure an opportunity for teachers and administrators to have an unobstructed communication with respect to alleged grievances without fear or reprisal;
- * reduce the potential of conflict between teachers and administrators and the Local School Advisory Boards;
- * assure freedom of communication through recognized channels of communication among administrators, teachers and the School Advisory Boards;
- * contribute to the development of improved morale and the effectiveness of teachers

**Office of Catholic Schools
Catholic Diocese of Columbus**

(Continued on next page)



4148.0 (Cont'd)

ELEMENTARY

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C. Rationale (cont'd)

The grievance procedure is not intended to discourage or prohibit informal discussion of a dispute prior to the filing of a grievance.

D. Conditions

Each teacher shall have the right to present grievances in accordance with these procedures.

A teacher who participates in these grievance procedures shall not be subjected to discipline or reprisal because of such participation.

E. Time Limits

The failure of an individual teacher to act on a grievance within the prescribed time-limits shall bar any further appeal of said grievance.

At any level, failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, at any level, may be extended by mutual agreement.



4148.0 (Cont'd)

ELEMENTARY

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E. Time Limits (cont'd)

From the date of occurrence giving rise to a grievance, a teacher shall have ten (10) school days during the school year or two (2) calendar weeks between June 1 and September 1 in which to notify the building principal formally in writing of said grievance (see Level One). After formal notification of said grievance, the calendar of events, as outlined below, will commence. Failure to notify in writing within the prescribed time frame will preclude any further action or said claimed grievance.

F. Hearings

Hearing and conferences under this 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 hearing or conference is 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 grieving teacher 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.

II. LEVEL OF PROCEDURE

A. Level One

The teacher will present the grievance specifying the grounds for the grievance and the remedy requested, in writing, to that building principal. The principal may choose to either respond in writing or not act on the grievance.



4148.0 (Cont'd)

ELEMENTARY

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B. Level Two

If a satisfactory disposition of the grievance is not reached at Level One, the grievant shall file a written request for further consideration of the grievance, and at a mutually agreeable time, discuss the matter with the principal (An exception to this would be if a parish elementary school's local school advisory board does not have a provision in their constitution or policy regarding grievances the proceedings at Level Three are to be waived, and the grievant given the option to proceed to Level Four). The filing of the grievance at this second step must be within two (2) calendar weeks of the denial of the written grievance at Level One. Upon receipt of the grievance at Level Two, the principal must dispose of the grievance within two (2) calendar weeks.

C. Level Three

If a satisfactory disposition of the grievance is not reached at Level Two, or if Level Two has been waived, the grievant may, within one (1) calendar week of the notification of denial of grievance, refer the grievance to the local school's Advisory's Board (see Exception). The Board may designate a committee to respond to such grievances. The Board shall request both the grievant and the adverse party to appear to present relevant data. The time limit for disposition at Level Three is two (2) calendar weeks from the filing of the grievance at Level Three.



4148.0 (Cont'd)

ELEMENTARY

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D. Level Four

If a satisfactory disposition of the grievance is not reached at Level Three or if Level Three has been waived, the grievant may, within one (1) calendar week, file the formal grievance with the Superintendent of Schools, with a copy to the building principal. The Superintendent of Schools, or his/her designated representative, shall render a decision after affording the grievant, the designated Superintendents' representative, and the school principal an opportunity to meet jointly or to confer separately concerning the grievance. This opportunity shall be afforded within two (2) calendar weeks of the Superintendent's receipt of the grievance. The Superintendent shall issue a decision within three (3) calendar weeks of his receipt of the grievance.

E. Level Five

If the decision of the Superintendent of Schools is not satisfactory, either party, within one (1) calendar week following such decision, may file with the superintendent, a formal written statement of the grievance stating the desire to have a hearing at the Diocesan level.

An informal hearing of the grievance by a grievance committee composed of local school advisory board representatives, from schools not involved in the grievance, shall be held within two (2) calendar weeks of its filing. At this hearing, the grievant shall be afforded an opportunity to present oral or written statements and documents to the committee in support of the grievance, and the principal shall be afforded the same opportunity. A decision shall be rendered by the committee within one (1) week after the hearing is held. The decision of the grievance committee will be final and binding on all parties to the proceedings.

Office of Catholic Schools
Catholic Diocese of Columbus

Adopted 5/80
Reviewed
Revised 5/89, 8/95, 8/00, 8/05



4152.4

ELEMENTARY

POLICY

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FAMILY AND MEDICAL LEAVE POLICY

The federal Family and Medical Leave Act of 1993 (FMLA) entitles eligible employees to take up to 12 weeks of unpaid leave for certain family and medical reasons. This policy sets forth our policies and procedures with regard to family and medical leave under FMLA.

A. Eligibility

In order to qualify for FMLA leave, an employee must have been employed with the Diocese for at least one (1) year, and have worked at least 1,250 hours during the 12-month period preceding the start of the leave. (The twelve months necessary to meet the threshold requirement of twelve months of work do not need to be consecutive months.) An eligible employee is entitled to twelve work weeks of FMLA leave during the calendar year that begins on the first date FMLA leave is taken. The next twelve month period for FMLA purposes will begin on the first date that FMLA leave is taken after completion of the previous twelve months period.

B. Reasons for Leave

An eligible employee may take up to 12 weeks of unpaid FMLA leave for the following reasons:

- (1) for the birth and first year care, or for the placement or adoption (or foster care) of a child;
- (2) to care for a spouse, son, daughter, or parent with a serious health condition;
- (3) for the employee's own serious health condition that makes the employee unable to perform the functions of the employee's job.

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4152.4 (Cont'd)

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If an employee's spouse is also employed by the Diocese, they will be permitted to take only a combined total of twelve weeks of leave during any twelve-month period, if the leave is taken for (a) the birth or care of a son or daughter, (b) placement of a son or daughter for adoption or foster care (or care after placement), or (c) to care for a parent with a serious health condition.

Where the underlying reasons for a leave of absence qualify as FMLA leave, the time off work will be counted toward the employee's FMLA leave entitlement, as well as toward any other leave of absence time available under any other leave of absence policies (e.g., medical or sick leaves, personal leaves, etc.).

C. Amount of Leave/Calculation

An eligible employee can take up to 12 weeks of unpaid FMLA leave during a 12 month period. The Diocese will use a rolling year system for counting how much FMLA leave an eligible employee is entitled to. This system works like the system of counting points on your driver's license. When an employee requests FMLA leave, we will look back to the 12 months preceding the date of the request, and see how much FMLA leave was taken during that period. For example, if an employee has taken 8 weeks of FMLA leave during the previous 12 months, then the employee would have 4 weeks of FMLA leave remaining.

Where the underlying reasons for a leave of absence qualify as FMLA leave, the time off work will be counted toward the employee's FMLA leave entitlement as well as toward any other leave of absence time available under any other leave of absence policies (e.g., medical leaves, personal leaves, sick leaves, etc.).

D. Available Paid Sick Leave

Leave taken under FMLA is generally unpaid leave. If the employee has any accrued paid sick leave available, the employee must use that leave, and the amount of paid sick leave used will be counted against the employee's 12 week FMLA entitlement.

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4152.4 (Cont'd)

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E. Responsibilities of Employees

1. Required Notice

If the need for the leave is foreseeable, such as the expected birth or placement for adoption of a child, or for planned medical treatment, the employee must give the school administrator at least thirty (30) days' notice. If the leave is to be taken due to the foreseeable serious health condition of the employee, the employee must make a reasonable effort to schedule the leave so as not to unduly disrupt operations. If the need for leave is unforeseeable and thirty days' notice is not possible, the employee must give notice as soon as practicable. If the employee fails to give the proper notice, we may treat the leave as leave which is not protected by FMLA.

2. Medical Certification

If the employee requests FMLA leave because of his or her serious health condition, or to care for a family member with a serious health condition, the employee will be required to provide medical certification of the need for the leave. The medical certification form, which the school administrator will provide, must be completed by a health care provider and returned to the school administrator within 15 days, and if practicable, prior to taking the leave. If the school administrator has reason to doubt the validity of the medical certification, it may require the employee to get a second opinion, at the school's expense. If the second opinion differs from the original certification, the school administrator may require, at its expense, that the employee obtain a third certification from a third health care provider designated or approved by both the school administrator and the employee. The opinion of the third health care provider will be final and binding on both the school and the employee. The school administrator may also require medical recertification during the period of an employee's FMLA leave. Certification obtained for a period of leave will cover only that period and a new certification must be obtained if an employee seeks additional FMLA leave.

If the employee fails to provide medical certification within 15 days, the school administrator may treat the leave as leave which is not protected by the FMLA.

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4152.4 (Cont'd)

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3. Return to Work

It will be presumed that an employee on FMLA leave intends to return to work at the time indicated on the request for FMLA leave and as authorized by the school administrator. If an employee is unable to return until a later date, the employee must submit a request for additional leave to the school administrator as soon as practicable. (Approved FMLA leave will not exceed the employee's 12-week total period, however.) If an employee decides not to return to work, the employee must notify the school administrator as soon as possible.

At the end of an FMLA leave which is taken because of an employee's own serious health condition, the school administrator will require the employee to provide certification from the health care provider that the employee is able to resume work. The school administrator may deny the employee reinstatement to work until the employee submits the certification.

4. Reinstatement

At the end of an FMLA leave, the employee will be reinstated to his or her old position, or to a position with equivalent pay, benefits, and other terms and conditions of employment, on the same terms and circumstances as if the employee had worked continuously during the FMLA leave. If the school administrator determines that the reinstatement or restoration of a "key employee" (as defined by law) would cause serious economic injury to the school's operations, reinstatement or job restoration may be denied.

5. Health Insurance During FMLA Leave

During FMLA leave (paid or unpaid), an employee will be maintained on the Diocese's health insurance plan (if any exists) under the same conditions that applied before leave began. To continue health insurance coverage, the employee must continue to make contributions that he or she made before taking leave. The employee's share of the premium payments will be due at the same time as if made by payroll deduction. Health insurance coverage may be cancelled if the employee's premium payment is more than 30 days late. The employee will receive written notice 15 days before any coverage is to be cancelled.

**Office of Catholic Schools
Catholic Diocese of Columbus**

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If the employee fails to return to work after his or her FMLA entitlement runs out (other than due to a continuation, recurrence or onset of a serious health condition that entitles the employee to FMLA leave, or due to circumstances beyond the employee's control), the school may seek reimbursement and recover from the employee the school's share (if any) of health insurance premiums paid by the school during the leave. In that situation, the premiums paid by the school during the leave are a debt owed by the non-returning employee to the school, and the school administrator may recover that debt through deduction from any sum due to the employee, or through legal action.

If an employee is unable to return to work because of the continuation, recurrence, or onset of a serious health condition, the employee must provide certification from his or her health care provider stating that the serious health condition prevents the employee from being able to perform the functions of the employee's position on the date that the employee's period of leave expired. If an employee is unable to return to work because he or she is caring for a child, spouse or parent with a serious health condition, the employee must provide certification from the family member's health care provider stating that the employee is needed to care for the employee's child, spouse or parent who has a serious health condition on the date that the employee's period of leave expired.

6. Intermittent Leave and Reduced Leave Schedule

If an employee wishes to take leave intermittently or by working a reduced schedule, the employee must request intermittent leave or a reduced leave schedule at the time he or she requests FMLA leave. Leave taken because of the birth, adoption or foster care placement of a child can be taken intermittently or on a reduced leave schedule only if the school administrator agrees and if an acceptable schedule can be mutually agreed upon by the employee and the school administrator. Leave taken due to an employee's serious health condition may be taken intermittently or on a reduced leave schedule only when it is medically necessary. An employee can take FMLA leave to care for his or her spouse, son, daughter, or parent with a serious health condition, intermittently or on a reduced leave schedule if it is medically necessary for the care of a family member.



4152.4 (Cont'd)

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If an employee requests intermittent leave or a reduced leave schedule for a foreseeable planned medical treatment for a serious health condition, the school administrator may (but is not obligated to) require the employee to transfer temporarily to an available alternative position. If so, the position would be one for which the employee is qualified, with equivalent pay and benefits, and which can accommodate recurring periods of leave better than the employee's regular position.

7. Maintenance/Accrual of Benefits During Leave

An employee taking FMLA leave is entitled to maintain any employment benefits, other than the paid and unpaid leave required to be used, that the employee had accrued prior to the date upon which leave began. During any period of unpaid FMLA leave, employees will not accrue personal leave, sick leave, or vacation leave. Employees who return to work after an FMLA leave will not lose any seniority or service credit eligibility. Unpaid FMLA leave will be treated as continuous service (i.e., no break in service) for all purposes, including the employee's vesting and eligibility to participate in retirement plans.

8. School Employees - Leaves Near the Conclusion of an Academic Term

For employees engaged principally in an instruction capacity who request leaves near the end of an academic term:

- (a) For a leave beginning more than 5 weeks prior to the end of an academic term, the school may require that the employee continue their leave until the end of the term if (1) the leave is at least 3 weeks long, and (2) return to work would occur during the three-week period prior to the end of the term.
- (b) For a leave beginning less than 5 weeks prior to the end of a term, the school can require the employee to continue the leave until the end of the term if (1) the leave is greater than two weeks in duration, and (2) return to work would occur during the two-week period before the end of the term.



4152.4 (Cont'd)

ELEMENTARY

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- (c) For a leave beginning less than 3 weeks prior to the end of the term, and if the duration of the leave is greater than five working days, the school can require the employee to continue the leave until the end of the term.

Office of Catholic Schools
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Adopted 8/00
Reviewed
Revised 8/05

XX



4112.05

ELEMENTARY

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PERSONNEL

POSTING OF FULL AND PART-TIME ADMINISTRATIVE AND TEACHING OPENINGS

Principals are responsible for informing the Superintendent who shall post on the Diocesan Office of Catholic Schools website notice of all administrative and teaching openings.

All position openings including newly created positions must be posted by the principal locally at least one calendar week prior to posting on the Diocesan Office of Catholic Schools website.

**Office of Catholic Schools
Catholic Diocese of Columbus**

Adopted 8/01
Reviewed 8/05
Revised



4113.1

ELEMENTARY

POLICY

SECONDARY

REGULATION

BOTH

PERSONNEL

QUALIFICATIONS FOR TEACHERS OF RELIGION

Teachers in Catholic schools exercise a special ministry in the Church. "The summit and center of catechetical formation lies in the aptitude and ability to communicate the Gospel message" (General Directory for Catechesis #235)

Therefore, in order to communicate the Gospel message, the following are considered to be the minimum qualifications to be a teacher of religion:

1. Religion teachers are to be members of the Roman Catholic faith (see policy 4111). That is, they possess a basic understanding of the teachings and traditions of the Roman Catholic Church. They give witness to the beliefs of the Church and they participate in the sacramental life of the Church.
2. Religion teachers should demonstrate an ongoing academic and professional development which should lead them to better foster their own growth in faith and the growth in faith of the school and community.
3. Elementary religion teachers should have acquired, or be working toward certification according to Policy #4113.15.
4. Secondary religion teachers should have acquired, or be working toward certification according to Policy #4113.2.

**Office of Catholic Schools
Catholic Diocese of Columbus**

Adopted 5/85
Reviewed 5/89, 8/95
Revised 8/00, 8/05



4113.2

ELEMENTARY

POLICY

SECONDARY

REGULATION

BOTH

PERSONNEL

TEACHERS OF RELIGION – SECONDARY

I. Certification for Full Time Teachers of Religion

High school teachers of religion shall be certified by the Diocese of Columbus. This certification consists of meeting the requirements established jointly by the Office of Catholic Schools and the Office of Religious Education & Catechesis.

To be certified by the Diocese of Columbus, full-time teachers of religion must meet the following requirements:

- a) have a bachelor's degree with at least 30 semester hours or 45 quarter hours, in theology, religious education, or religious studies
This course work must include hours in each of the following areas:
scripture, systematics, historical, moral and liturgical theology.
- b) have taken an accredited course in secondary instructional methods.
- c) have successfully completed one quarter of student teaching.
However, if a high school teacher of religion already on staff has not had student teaching, this requirement may be met by a one semester, supervised teaching program within the high school. Student teaching may be waived for veteran teachers who have demonstrated satisfactory performance during the five year period immediately preceding the date of their application for diocesan certification.

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Catholic Diocese of Columbus

(Continued on next page)



4113.2 (Cont'd)

ELEMENTARY

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II. Part-Time Teachers of Religion

To be certified by the Diocese of Columbus, part-time high school religion teachers must have a minimum of 18 semester hours or 27 quarter hours in theology, religious education or religious studies.

Part-time teachers of religion must be fully qualified in the particular religion courses they teach.

III. Length of Certification

A certificate is granted for a period of five years.

IV. Renewal of High School Religion Certification

To renew a high school Religion certificate, a full-time teacher must meet one of the following requirements within the five-year period of the certificate, effective September 1, 2005.

Anyone in process of renewal should meet the requirements of the previous Policy 4113.2 (4 years, 6 semester or 9 quarter hours, or 36 clock hours). The new Policy 4113.2 (revised 8/05) will become effective upon the completion of the current renewal.

V. Requirements for Renewal of High School Religion Certificate

- Obtain a master's degree or 30 hours of graduate credit in theology, religious education or religious studies.
-or-
- Take six semester hours or nine quarter hours of college credit in theology, religious education or religious studies.
-or-
- Complete 18 CEU's (180 clock hours) of conferences, in-services and workshops of which at least 9 CEU's (90 clock hours) of these hours must be pre-approved by the Diocesan Department of Religious Education and related to the areas of theology, religious education or religious studies.

Office of Catholic Schools
Catholic Diocese of Columbus

(Continued on next page)



4113.2 (Cont'd)

ELEMENTARY

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VI. Part-time High School Religion Teachers Certificate Renewal

In order to renew the certificate, a **part-time** teacher must fulfill the requirements for renewal as above by taking hours that are proportionate to their teaching assignment in religion.

Office of Catholic Schools
Catholic Diocese of Columbus

Adopted 5/80
Reviewed 2/81, 5/89
Revised 10/91, 8/95, 8/00, 8/03, 8/05



4117.0

ELEMENTARY

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SECONDARY

REGULATION

BOTH

PERSONNEL

EVALUATION OF STAFF

All certificated/licensed personnel must be evaluated by the administrator or by a designated representative according to the guidelines for the supervision and evaluation of teachers.

The official procedures and instruments which have been approved by the Office of Catholic Schools shall be used throughout the diocese.

The administrator shall provide a copy of these guidelines and an explanation of the supervision and evaluation process to teachers new to the building within the first month of their active employment within the school.

**Office of Catholic Schools
Catholic Diocese of Columbus**

Adopted 4/76
Reviewed 2/81, 8/95, 8/00
Revised 5/89, 8/05, 8/08

DIOCESE OF COLUMBUS OFFICE OF CATHOLIC SCHOOLS

GRIEVANCE FORM

Name of Grievant: _____

Name of School: _____

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

Nature of Grievance and Dates of the Alleged Violation:

******(Attach any appropriate memos, narratives, etc.)** _____

Remedy Requested: _____

Signature of Grievant: _____

Signature of Association/Building Representative: _____

Date: _____

**TO BE COMPLETED BY THE PRINCIPAL FOLLOWING THE DISCUSSION WITH
THE TEACHER**

Response by Principal: _____

Signature of Principal: _____

Date: _____

**Cc: C.O.A.C.E.
Diocesan Office of Catholic Schools**

Revised: 11/01

LONG-TERM LEAVE OF ABSENCE FORM

NAME: (Last) (First) (Maiden)

ADDRESS: CITY

CURRENT POSITION: _____

S.S. # _____

DATE OF BEGINNING OF LEAVE: _____

ANTICIPATED DATE OF RETURN: _____

REASONS FOR LEAVE

_____ HEALTH (Please specify) _____
 _____ SPECIAL (Please specify) _____
 _____ CHILD-REARING LEAVE _____ ADOPTION OR PATERNITY
 _____ CONTINUING EDUCATION _____ JURY DUTY
 _____ MILITARY

PAID LEAVE: _____ OR UNPAID LEAVE: _____

NAME OF SCHOOL: _____

 (Teacher's Signature) (Date)

 (Principal's Signature) (Date)

NOTE: This form must be completed and mailed to the Diocesan Office of Catholic Schools PRIOR TO a teacher beginning the leave of absence.

CC: Teacher
 School Personnel File

Revised 7/02

DIOCESE OF COLUMBUS - OFFICE OF CATHOLIC SCHOOLS

TERMINATION OF EMPLOYMENT

NAME: LAST FIRST MAIDEN

ADDRESS: CITY ZIP
S.S. # POSITION:

DATE OF INITIAL EMPLOYMENT: DATE OF TERMINATION:

THE REASON(S) FOR TERMINATION

- | | | |
|--|--|---|
| DISCHARGED BECAUSE OF: | VOLUNTARY QUIT BECAUSE OF: | OTHER: |
| <input type="checkbox"/> IMPROPER ATTITUDE | <input type="checkbox"/> CHANGE OF RESIDENCE | <input type="checkbox"/> WITHOUT NOTICE |
| <input type="checkbox"/> UNSATISFACTORY WORK | <input type="checkbox"/> DISSATISFACTION WITH WORK | <input type="checkbox"/> LEAVE OF ABSENCE |
| <input type="checkbox"/> INSUBORDINATION | <input type="checkbox"/> PERSONAL REASONS | <input type="checkbox"/> MILITARY OBLIGATION |
| <input type="checkbox"/> ABSENTEEISM | <input type="checkbox"/> PREGNANCY | <input type="checkbox"/> TRANSFERRED |
| <input type="checkbox"/> MISCONDUCT | <input type="checkbox"/> RETURN TO SCHOOL | <input type="checkbox"/> CONTRACT NOT RENEWED |
| <input type="checkbox"/> TARDINESS | <input type="checkbox"/> VOLUNTARY RETIREMENT | <input type="checkbox"/> OTHER |
| <input type="checkbox"/> FALSIFIED EMPLOYMENT APPLICATION | <input type="checkbox"/> ACCEPT OTHER EMPLOYMENT | |
| <input type="checkbox"/> VIOLATING DIOCESAN AND/OR SCHOOL POLICY | <input type="checkbox"/> PHYSICAL CONDITION | |
| <input type="checkbox"/> WAGE DISPUTES | <input type="checkbox"/> DOMESTIC CIRCUMSTANCES | |
| | <input type="checkbox"/> VOLUNTARY | |

Explain reason(s) for termination of employment:

PREVIOUS WARNINGS: VERBAL: DATE: WRITTEN: DATE:

WOULD YOU RECOMMEND THAT THIS TEACHER BE EMPLOYED IN ANOTHER CATHOLIC SCHOOL?
 YES NO

REMARKS:

NAME OF SCHOOL ADDRESS CITY

TEACHER'S SIGNATURE: DATE:

PRINCIPAL'S SIGNATURE: DATE:

NOTE: This form must be mailed to the Diocesan Office of Catholic Schools whenever a teacher resigns, transfers or is dismissed whether during the school year or at the end of the year.

Cc: Teacher
School Personnel File

Revised 7/02



6112.0

ELEMENTARY

SECONDARY

BOTH

POLICY

REGULATION

INSTRUCTION

CLASS SIZE

Class size shall be limited to 35 students in grades one through twelve and 25 in kindergarten. Specific permission from the superintendent is required for an exemption from this regulation.

Office of Catholic Schools
Catholic Diocese of Columbus

Adopted 5/81
Reviewed 6/90, 8/97, 8/02
Revised 8/07

Conversion Chart

Semester Hours	Quarter Hours	C.E.U.
1/3	1/2	1
2/3	1	2
1	1.5	3
1 1/3	2	4
1 2/3	2.5	5
2	3	6
2 1/3	3.5	7
2 2/3	4	8
3	4.5	9
3 1/3	5	10
3 2/3	5.5	11
4	6	12
4 1/3	6.5	13
4 2/3	7	14
5	7.5	15
5 1/3	8	16
5 2/3	8.5	17
6	9	18
7	10.5	21
8	12	24
9	13.5	27
10	15	30
11	16.5	33
12	18	36
13	19.5	39
14	21	42
15	22.5	45
16	24	48
17	25.5	51
18	27	54
19	28.5	57
20	30	60
21	31.5	63
22	33	66
23	34.5	69
24	36	72
25	37.5	75
26	39	78
27	40.5	81
28	42	84
29	43.5	87
30	45	90

Note: Please refer to the Licensure and Professional Development Guidelines for detailed information about CEU credits. This is available at the Diocesan Office of Catholic Schools website www.cdeducation.org/teachers

**Voluntary Employment Severance Incentive
(V.E.S.I.)
BENEFITS SUMMARY
2005-2008**

MEDICAL INSURANCE

Eligibility for Medical Insurance as outlined in Articles 19.4 and 19.5 of the current Agreement ends August 31st of the last actual teaching year per diocesan Policy 4145.0. Previously covered persons may be entitled to convert to another policy. Please contact the Diocese of Columbus Self-Insurance Office at (614) 224-1221 for more information.

DENTAL INSURANCE

Eligibility for Dental Insurance as outlined in Article 19.3 of the current Agreement ends August 31st of the last actual teaching year per Diocesan Policy 4145.0. No conversion plan is available for Dental.

PENSION PLAN

Participation in the Pension Plan as outlined in Article 20 of the present Agreement ceases the last day of the month in which the teacher is employed by the school.

1. Pension contributions prior to that date can remain in the Pension plan and accrue all benefits as provided by the plan until such time that the teacher commences to receive pension benefits.

OR

2. The teacher can immediately commence receiving pension benefits. In this case the teacher will be eligible for the retirement bonus as outlined in Article 20.5 of the current Agreement.

TERM LIFE INSURANCE

Term Life Insurance coverage as outlined in Article 19.1 of current Agreement ends August 31st of the last actual teaching year per Diocesan Policy 4145.0. UNUM Life Insurance Conversion is offered. Please contact the Diocese of Columbus Self-Insurance Office at (614) 221-1221 for more information.

LONG-TERM DISABILITY INSURANCE

Eligibility for Long-Term Disability insurance ends August 31st of the last actual teaching year per Diocesan Policy 4145.0

LONG-TERM CARE INSURANCE

Eligibility for Long-Term Care Insurance is based on personal options selected at time of last enrollment. For information on your personal plan, refer to your personal policy, or contact the Diocese of Columbus Self-Insurance Office at (614) 221-5829.

TAXES

ALL VESI payments are subject to Federal, State, City, Medicare and Social Security taxes. A teacher will receive a W2 each year they receive VESI payments. The school or parish where the teacher was employed at the time of voluntary resignation will issue it.

Revised 7/02



**CATHOLIC DIOCESE OF COLUMBUS
SPOUSAL EMPLOYMENT STATEMENT**

This is to verify that my spouse is not eligible for any **group** health coverage due to one of the following reasons (please check one):

- Spouse is not eligible for benefits at his/her place of employment
- Self-employed
- Not employed
- Spouse also is employed by the Diocese
- Retired

I confirm that this is a true statement by my signature below.

Employee Signature

Date

Witness by Notary,

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned, a Notary Public, personally appeared

_____ who executed the above Spousal
Employment Statement as a free and voluntary act.

IN WITNESS WHEREOF, I have signed my name and affixed my official notarial seal this

_____ day of _____, 20_____.

(SEAL)

Notary Public _____

My Commission Expires: _____

**Please send completed form to: Catholic Diocese of Columbus
198 East Broad Street
Columbus, OH 43215-3766
ATTN: Insurance Office**

Appendix to Agreement – Non-Member Fees

In addition to the grievance and arbitration services for which non-member lay teachers may be charged under Section 5.2 of the Agreement, the Association has informed the Diocese that it may charge these non-members for individualized services provided by the Association under the Agreement. The Association may require these non-members to pay a reasonable retainer in advance for the provisions of these services. The individualized services for which the Association may charge these non-members, and require an advance retainer, do not include services or activities provided to teachers as a group. The Diocese has no objection to the Association's representation of these non-members under the Agreement in accordance with the provisions of this letter.

Appendix to Agreement – Health Care Committee

The Diocese and COACE shall establish a joint health insurance committee to review the current Diocesan health insurance program and to explore health insurance program alternatives for purposes of effecting innovative, cost savings measure without adversely affecting benefits currently provided by the health insurance program.

The Diocesan human resource director shall chair the committee. The superintendent and Association president shall serve on the committee. One individual appointed by the superintendent and one individuals appointed by the Association president shall serve on this committee. The Diocese and the Association may individually or jointly employ consultants to advise the committee.

The committee shall make a report, with recommendations, to the superintendent and the Association president no later January 1, 2012. Any recommendations from the committee are subject to approval by the Bishop.