

# **AGREEMENT**

**Between the Diocese of Columbus**



**DIOCESE OF  
COLUMBUS**

**and the**

**Central Ohio Association of Catholic  
Educators**



**COACE**  
CENTRAL OHIO ASSOCIATION  
OF CATHOLIC EDUCATORS

**AUGUST 1, 2017 - JULY 31, 2020**

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## AGREEMENT

Between the Columbus Diocese

and the

Central Ohio Association of Catholic Educators

August 1, 2017 - July 31, 2020

### 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 Any term or condition of this Agreement may be superseded by any contract, agreement or policy between the Religious Community and the Diocese or Principal, but such supersedence shall apply only to members of the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.

Refer to Policy 4122.0 for the definition of a part-time teacher.

Part-time teachers whose assignments are during an entire school day shall be given conference time, sick, leave, and personal business leave based on 1-5 per full day assignment. Also, salary for part-time teachers shall be prorated based on the basic salary schedule contained in Article 24 of this Agreement. These provisions are in accordance with Diocesan Policy 4122.0

- 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 – South Columbus (Except Cristo Rey) Deanery, West Columbus (Except London), Northwest Columbus, South Columbus, North High Columbus, East Columbus, and 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 directly before, during, or after the 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. When in a negotiations year, any member of the negotiation team shall be granted two (2) additional release days, these days would be in addition to Executive Board Release time. The Executive Board may take additional days but the Association shall reimburse the school for the salary of the substitutes requested upon receipt of invoice. 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-GRIEVANCEPROCEDURE

- 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 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, the Diocesan School Office, or any school of the Deaneries. Where either the individual teacher(s) or the Association presents a grievance, said party shall be known as the grievant(s). For purposes of the grievance process, there are two types of grievances:

(A) **Church Teaching Grievance** — A Church Teaching Grievance is a claim that arises out of discipline or termination of employment related to an alleged violation of Catholic Church teaching as set forth in Office of Catholic Schools Policy 4116.1 ("Catholic Church Teaching").

Anonymous allegations shall not be used to initiate disciplinary or termination action against a teacher for an alleged violation of Catholic Church teaching; provided that anonymous allegations may be accepted and acted upon in the event that (a) a criminal act or violation of law is alleged, and/or (b) the anonymous allegation contains or presents a public affirmation or independent evidence of violation of Church teaching.

It is not the intent of a school to discipline or terminate a teacher's employment for violation of Catholic Church teaching without first engaging in a pastoral approach to the teacher's circumstances. The school shall meet with the teacher and advise the teacher of the allegations which, if true, may constitute such a violation; if requested, show the teacher the Catechism or source of the Church teaching; and provide the teacher the opportunity, where practicable, to bring his or her circumstances into compliance with Catholic Church teaching. A COACE representative may attend this meeting, upon request of the teacher.

Any written communications or documentation relative to a teacher's alleged violation of Catholic Church teaching shall not be placed in the teacher's school personnel file at any time. Such communications or documentation shall only be retained by the Diocesan School Office and may only be viewed by Diocesan or school officials, COACE, and the individual teacher. These communications or documents may be used in grievance and arbitration proceedings. Unless they involve alleged or actual criminal or illegal conduct, such communications or documentation shall not be released to any parent or otherwise subject to public release, including release to the media.

When the teacher receives written notice from the Principal that he or she is being disciplined or that his or her employment is being terminated, the Principal shall specify if the discipline or termination arises out of an alleged violation of Section 6.2(A). If there is any question whether the disciplinary action or termination arose out of a violation of Catholic doctrine/morals or Catholic Church teachings the question shall be submitted to the Vicar General of the Diocese, whose decision shall be determinative of whether the grievance is a Church Teaching Grievance.

(B) **Standard Grievance** — A Standard Grievance is any grievance that is not a Church Teaching Grievance.

- 6.3 A teacher who participates in these grievance procedures shall not be subjected to discipline or reprisal because of such participation.
- 6.4 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 6.9 herein.
- 6.5 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.
- 6.6 The Association is responsible to represent a grievant when it determines, in its discretion, that such representation is warranted and the Association alone shall determine whether a grievance will proceed to arbitration. When an individual files a grievance and the Grievance Committee of the Association declines to support or proceed with the grievance, the individual may still pursue his or her individual grievance to Level 3, but may not proceed on his or her individual grievance to arbitration. (Level 4).
- 6.7 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.
- 6.8 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 to result in no interference with or interruption whatsoever of the instructional program and related work activities of the teaching staff.

6.9 Levels of Procedures

It is understood that these preceding's are confidential

(a) **Levels One – Three**

- A. **Level One** - From the date of the event giving rise to the grievance, the teacher shall have two (2) calendar weeks 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 below will commence. Failure to notify in writing within the prescribed time frame will preclude any further action on claimed grievance. 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). Upon receipt of a grievance, the Principal shall arrange a conference with the grievant, at a mutually agreeable time, but no later than two calendar weeks from the time the grievance is received by the Principal. During the conference, the grievant shall be provided an opportunity to present his/her grievance. Neither party shall be represented by counsel at the conference. The Principal shall render a written decision within three (3) calendar weeks from the date of the conference.
- B. **Level Two** - If a satisfactory disposition of the grievance is not reached at Level One, the grievant must within one (1) calendar week of the written decision in Level One 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 individually and may proceed, without support or representation by the Association, to Level Three of this grievance procedure (but no further) by filing in writing a formal grievance with the Superintendent's office within one calendar week of the decision of the Grievance Committee. 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 of the Committee's decision.
- C. **Level Three** — Upon receipt of the grievance, the Superintendent shall arrange a conference with the grievant, at a mutually agreeable time, but no later than two calendar weeks from the time the grievance is received by the Superintendent. During the conference, the grievant shall be provided an opportunity to present his/her grievance. The Superintendent or his/her representative may: (1) agree with the grievance (whether the grievant be the Association or the teacher); or (2) negotiate with the grievant to reach a decision/compromise, or (3) inform the grievant that he/she disagrees with the grievance.

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

(b) **Level Four — Arbitration**

1. **Standard Grievance** — A Standard Grievance which is taken by the Association to Level Four is subject to binding arbitration. Notice of such an intention must be given to the Superintendent by the Association within two (2) weeks of the Superintendent's decision at Level Three. Upon receipt of such notice, the Superintendent and Association President, or their designees, will make arrangements to implement the arbitration procedure. The arbitrator will conduct a hearing and will issue a written decision. In the case of a Standard Grievance, this decision will be final and binding on all parties and subject only to the appeal provisions available by law.
2. **Church Teaching Grievance** - If the decision of the Superintendent concerning a Church Teaching grievance is not satisfactory, the Association, within one (1) calendar week of receipt of such decision, may notify the Superintendent in writing of its desire to proceed to advisory arbitration for ultimate submittal to the Bishop of the Diocese of Columbus. Upon receipt of such notice, the Superintendent and the COACE President, or their designees, will make arrangements to implement the advisory arbitration procedure. In the case of a Church Teaching grievance, the arbitrator will conduct a hearing and will issue a written advisory decision addressing the facts as established at hearing, and whether those facts support a conclusion that the grievant's acts violated the Catholic Church teaching cited by the Principal. The arbitrator shall have no authority to determine the validity, parameters, or propriety of Catholic Church teachings. The disciplinary action or employment termination shall be considered proper if the evidence demonstrates a violation by the individual teacher grievant. In a Church Teaching grievance, the arbitrator may not consider evidence that other teachers have engaged in the same or similar alleged conduct unless the same or similar conduct was known and addressed by a school and the alleged conduct was determined by the Diocese or the school to either be, or not be, a violation of Catholic Church teaching. The arbitrator's findings shall be submitted to the Bishop who shall then decide, in his sole discretion, whether to accept or reject the arbitrator's findings, and whether disciplinary action or termination imposed by the Principal was appropriate.
3. **Arbitration Procedure** — Upon receipt of notice to proceed to arbitration, the Superintendent and Association will make arrangements to implement the arbitration procedure. If mutual agreement as to an arbitrator cannot be made, the parties will request a list of seven (7) labor arbitrators, with business addresses in Ohio, from the American Arbitration Association. From this list, the arbitrator shall be selected by alternate striking of names by the designated representatives of the Superintendent and Association, unless the parties mutually agree to the selection of an arbitrator. The first turn to strike shall be decided by a coin flip. The procedures for arbitration shall be those set forth in the Labor Arbitration Rules of the American Arbitration Association (but with an advisory, rather than binding decision for Church Teaching grievances). Parties may have counsel at the arbitration hearing. Both parties may share the cost of a transcript or either party, at its expense, may have a court reporter transcribe the testimony of the hearing. No tape recording by the parties shall be permitted. Each party to an arbitration proceeding shall be responsible for compensating its own Representative(s) and witnesses.



Costs for the arbitration and the arbitrator's fee shall be divided equally between the Diocese or School and the Association. All payments will be made upon receipt of invoice. In both Standard Grievances and Church Teaching grievances, the arbitrator shall decide the question or arbitrability, if raised by either party.

The selection or rejection of an applicant under Articles 11 or 16 shall not be subject to the disaffirmance by an arbitrator, if the school follows the procedures described 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. Proper office equipment and technology including, but not limited to: a copy machine, computer with internet access, printer, fax machine, and scanner shall be available as a shared space that any administrator, teacher, staff, or aide can access anytime during the school day to carry out their professional tasks.
- 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. 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.

- F. 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.
- G. Per Diocesan Regulation, class size is 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. In such cases, the superintendent will talk with the principal and pastor and encourage, based on the situation a full or part-time aide be added.
- H. All school business must be conducted using the teacher's cducation.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 concerning school business 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/or 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. These committee meetings shall be scheduled at least five (5) school days in advance. Teachers may be assigned to committees by the Principal. Teachers may be required to attend one (1) committee meeting a month. Required committee meetings will not extend beyond 4:30 pm and/or will not exceed sixty (60) minutes beyond the end of the contracted day.

## 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.

The school's 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.

The Diocesan Office of Catholic Schools will keep a copy of the teacher's contract, application, official college transcripts, valid teaching certificate, and attendance records.

- 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/Assistant 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/Assistant 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 Principal/Assistant Principal 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 planning 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 planning period need not be rescheduled when an occasional change in school schedule preempts or shortens the scheduled period. No more than one conference period per week can be replaced by special meetings for Elementary School teachers, unless the teacher consents to obtain the subbing fee. A teacher will fill out a one-time form at the beginning of the school year indicating his or her desire to sub for pay and the principal retains it.
  - 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-five (\$25) 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 with no more than one sub request per week (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-five (\$25) 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.
- 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 for additional class taught 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.
- 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 double occupancy rate, one meal (not to exceed twenty dollars (\$20), and mileage (at the July 1 Internal Revenue Service mileage rate). There will be no reimbursement for the purchase of any alcoholic beverage. Whenever reimbursement is given to a teacher, the fifty dollars (\$50) per night away from home does not apply. Receipts are required for reimbursement. 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 double occupancy rate, one meal (not to exceed twenty dollars (\$20), and mileage (at the July 1 state rate). There will be no reimbursement or purchase of alcoholic

beverage. Whenever reimbursement is given to a teacher, the fifty dollars (\$50) per night away from home does not apply. Receipts are required for reimbursement. The principal cannot require attendance at athletic (sporting events after school hours), social (gathering of your peers, after school hours), and fundraising (activities to raise money, like and auction, after school hours) events. A principal may choose the teacher's presence, at no more than five (5) events outside the school day. Only one of those events may be a school dance. The principal may provide teacher options for that on dance (i.e. Homecoming, Prom, Sadie Hawkins, etc.). However, the principal has the discretion to remove one of those options should there be not enough supervision.

- 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.



- F. When a student is homebound, by mutual agreement of the Principal and teachers, a home visitation may be scheduled with another school employee and consent of parent(s)/guardian(s), who must be in attendance.
- G. The Principal cannot require attendance at athletic (sporting events after school hours), social (gathering of your peers, after school hours), and fundraising (activities to raise money, i.e. auctions, after school hours) events. A Principal may choose the teacher's presence, at no more than five (5) events outside the school day. Only one (1) of those events may be a school dance (i.e., Saddle Hawkins, Homecoming, Prom, etc.). However, the Principal has the discretion to remove one of those options should there be not enough supervision.

10.5 The following provisions shall apply to the school calendar:

- A. Since the school's schedule and calendar must be kept flexible to meet changing conditions both within the year and from year to year. The calendar 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.

Each school calendar must include a minimum of one hundred seventy-five (175) academic student days and must also meet or exceed the state minimum number of hours per year based on the Ohio Revised Code.

- B. Teachers may be required to be on duty a maximum of one hundred eighty-five (185) 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.
  - 1. Regardless of the school's number of hours/minutes in a school's day, they must schedule a minimum of 175 Academic Student Days. This leaves the school a maximum of ten (10) Professional Development Days. The total number of days must not exceed 185 days.
  - 2. Regardless of the school's number of hours/minutes in a school's day, they must not go over 178 Academic Student Days. This leave the schools a maximum of seven (7) Professional Development Days. The total number of days must not exceed 185 days.

3. Regardless of the number calamity days/hours the schools is closed, they must meet or exceed the minimum Academic Hours at each grade level.
  - (a) Half day Kindergarten must be in session a minimum 455 academic hours.
  - (b) Grades K-6 must be in session a minimum 910 academic hours.
  - (c) Grades 7-12 must be in session a minimum 1,001 academic hours.
  - (d) Schools can count two (2) In-Service/Staff Development Days at five and half (5.5) hours or eleven (11) total.
  - (e) School can count two (2) Parent-Teacher Conference Days or eleven (11) hours total.

If a school does not close during the school year, the school cannot shorten its scheduled year nor can schools schedule days off during the school year because of leftover excess hours.

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-five (185) 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 Trained and Certified 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. In years two (2) and three (3), a Trained and Certified Resident Educator, as defined by the State of Ohio, will receive \$500 in compensation for their duties performed with Resident Educators. In year four (4), a state trained facilitator will receive \$250 in compensation for duties performed with resident educators. The Resident Educator Mentor/Facilitator's school shall be responsible for all fees related to Mentor/Facilitator training and certification.

## **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)
- 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 must meet at least once per year for calendar discussion. The Principal or an Advisory Council member(s) may call additional meetings as needed.
- 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. The Diocese will respond within 30 days of the fee waiver deadline on the fee waiver application.

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 \$600 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, 2014 will be paid by September 15, 2014. Information submitted by July 1, 2015 will be paid by September 15, 2015, 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.

Since the 2005-06 school year, sick leave continued to accumulate, however, the one-time use will be limited to one hundred eighty-five (185) 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 illness or non-routine specialized medical appointment or procedure, 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 only:

1. For absence of the teacher due to illness, injury, 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 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 teachers' family who is residing in the home of the teacher or the teacher's father, mother, son, and daughter, including step-child(ren),

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 for 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. And/or conditions associated with the pregnancy and/or childbirth when it is medically necessary for the teacher to be off work for her own care or care of the child. 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 will be required with the application in order to be considered.



- (d) 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.

#### I. 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:

4. In cases where institutionalization or hospitalization is required, the teacher shall notify the designated person upon admission and discharge.
5. In cases where convalescence is required at home, the teacher shall notify the designated person upon start and upon termination of the convalescent period.
6. 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 two-week notice unless it is an emergency. 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 event.

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), thirtieth (30th), and fortieth (40th) 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)

#### 14.8 Maternity, Paternity, and Adoption Leave

Up to thirty (30) days paid sick leave (for a normal delivery) shall be granted to any teacher who has given birth to a child. Up to forty (40) days paid sick leave (for a C-section delivery) shall be granted to any teacher who has given birth to a child. If the mother or child develops health problems, Article 14.1 (J2) shall apply.

- A. Maternity leave shall be taken in conjunction with short-term disability benefits. Each school provides base coverage to all full time eligible teachers. All eligible teachers are required to file a claim and participate in the short-term disability program for Maternity Leave. The elimination period is seven (7) calendar days (which equates to five (5) working days) with a benefit of 65% of the teacher's weekly salary and a maximum benefit of \$2,000 per week paid directly to the employee from the insurance company.

All Short Term Disability days paid by the employer to supplement the teacher's pay (35%) comes out of sick days accumulated by teacher. One whole day will be used for each day the teacher is off, regardless of whether paid at 100% or 35%. Sick days will be paid under the normal pay cycle by the teacher's employer. Regular deductions, such as benefits, including pension contributions, would continue to be taken from the teacher's pay received from her employer. Please note that only approved and medically necessary days off are paid with sick hours.

Should a holiday or "break – Christmas/Easter/Summer" occur during a teacher's Maternity Leave, no sick days will be deducted from the teacher's bank since the teacher would have received pay anyway. However, the teacher will still only receive 35% since Lincoln is paying the other 65%.

In addition to applying for short-term disability benefits, the teacher may also be eligible to apply for the protection of Family Medical Leave Act (FMLA). If a teacher has been employed by the school for 12 months and has worked and/or been paid for, at minimum of 1250 hours, then the teacher would also be required to apply for the FMLA, which would run side-by-side with the short-term disability benefits. Please review the FMLA information found in Article 14.9 (C) and the appendix.

- B. 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. 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. Paternity leave may be taken at other times upon request by the teacher and approval by the Principal. If the mother or child develops health problems, Article 14.1 (J2) shall apply.
- C. 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. Five (5) days paid leave of absence (which shall not be charged to sick leave) shall be granted to any teacher who adopts a child. Adoption leave may be taken at other times upon request by the teacher and approval by the Principal. If the child develops health problems, Article 14.1 (J2) shall apply.

#### 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)

## **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) 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 until the beginning of the next school year or the beginning of the following school year. In either case, the teacher must inform the principal in writing of the expected return date at the beginning of the leave. 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 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 until the beginning of the next school year or the beginning of the following school year. In either case the teacher must inform the principal in writing of the expected return date at the beginning of the leave. 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 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)
- 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)
- 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 proceeding 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 2.1F) 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 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.

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 verbally discussed and notified in writing (if contract is given to teacher before May 15, that fulfills the written requirement) of layoff no later than May 15 of the year proceeding the year in which the position elimination occurs. Failure to provide such notification by May 15 shall cause the provisions of Article 17.3 to apply.

See Policy 4112.11; Teachers whose contracts are not to be renewed must be notified of such decision, in writing, by May 15

- 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 fifteen 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

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

- 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 May 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

- C. 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.
  
- D. 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 nontax 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 May 15 of the year proceeding the year in which the consolidation occurs. Failure to provide such notification by May 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 May 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 Office of Catholic Schools. 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) All evaluators must have successfully completed teacher evaluation procedures at the State, Diocesan, or School level.

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 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. If a principal determines at any time that a teacher is under-performing, a Performance Improvement Plan with SMART goals, detailing expectations and a timeline will be put in place. The President of COACE and the Superintendent of Schools will review and sign off on the SMART goals. Failure of the teacher to meet the prescribed expectations within the timeline will, at the discretion of the principal/pastor, result in termination.

D. 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)
- 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 or a teacher may be disciplined at any time for breach or violation of a teacher contract, gross inefficiency or immorality, for serious unethical conduct, or for wilful 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 of both parties. Either party may initiate action to terminate.
  - E. At no time after July 10 shall a school in the Diocese of Columbus offer a contract to a teacher who has a signed contract with another school within the Diocese of Columbus.
- 20.4 Individual contracts shall be of two types: Limited Contracts and Continuing 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 May 15th of the current school year.
  - 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 or 19.1C. 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.

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 teacher is responsible for providing proof that all requirements of a Continuing Contract have been met. 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. A teacher on Continuing Contract must receive a signed contract by May 15 of the school year of current employment. A teacher who desires to accept the Continuing Contract must return the contract properly signed within two calendar weeks. The contract will then become binding on both parties.

#### 20.7 Multi-Year Contracts

Effective immediately, no new multi-year contracts offered. All current multi-year contracts will be honored until their termination date, as stated on the Contract, is reached

- 20.8 The provisions of Article 20 also apply to members of religious communities who would otherwise be eligible for Continuing 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)
- 21.2 Diocesan Schools Policy 4113.15 as revised 8/10 shall apply to elementary school teachers of religion. (See Appendix)
- 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 fifty thousand dollars (\$50,000).
- 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: The school provides each benefit eligible teacher with long term care coverage. This plan provides multiple benefit options. The school shall pay one hundred percent (100%) of the cost of the Basic Plan. Other buy-up options are at the expense of the teacher through payroll deduction. It is understood that the Diocese may modify or terminate the LTC plan at any time, if it so chooses.
- D. Qualifications for Participation in the Group Benefits

To qualify for Group Benefits, the following applies: All lay teachers who work an average of 30 hours or more per week or 130 hours or more per month for the months he or she is scheduled to work, are eligible for full time group benefits. Complete eligibility requirements are contained in the Plan documents.

- E. Premiums for the group benefits are determined and set annually by the Diocese. Some benefit plans are covered 100% by the school and others have a cost-sharing between the school and the teacher. Please refer to the annual rate sheet for details. All Diocesan benefit plans may be changed or modified, at any time at the sole discretion of the Diocese. Eligibility, benefits, procedure, and decisions shall be as stated in the respective plans documents.

### 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 Diocese shall provide health insurance to teachers, with benefits and the terms of coverage being equal to the health benefits provided from time to time to other Diocesan employees.

#### Diocesan Health Plan

If 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

The Diocese shall provide dental insurance to teachers, with benefits and terms of coverage being equal to dental benefits provided from time to time to other Diocesan employees.

22.4 Diocesan Premium Conversion Plan/125 Plan

All teachers are required to participate in the Diocese of Columbus Premium Conversion Plan/125 Plan. This enables teachers to gain tax advantages for premiums they pay for group health benefit coverage.

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, two (2) members appointed by the Association President, and any consultant (consultant only, not part of the committee) utilized by either party. This committee will meet, at a minimum, once annually, no later than the first week of September, 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.

A. The Association President and two (2) appointed members shall be given access to pertinent renewal data including, but not limited to, future projections, administrative costs, previous two-years renewal information, any request for proposal quotes, additional services costs, and claim summaries (excluding any identifiable patient information). All pertinent information will be submitted electronically to the Association President no later than one (1) week after receipt of the data from the Diocese's current medical plan vendor. All final recommendations must be submitted to the Superintendent by September 30.

B. The Diocese agrees that it will consider the following items prior to the implementation of the renewal of benefits at open-enrollment for 2018:

1. Unconditional Spousal Eligibility
2. Out-of-Pocket Maximum Reductions
3. Wellness Program Options

All final decisions regarding employee benefits rest solely with the Bishop.

22.7 The premiums for group benefits are determined and set forth annually by the Diocese, subject to the final decision of the Bishop. Premiums shall be the same for all Diocesan employees. Benefit plans may be modified at the discretion of the Diocese, provided the Diocese gives COACE the opportunity to discuss any such modification before it occurs and further provided the benefits and terms of coverage remain equal to the benefits provided from time to time to other Diocesan employees. Eligibility, benefits, procedure, decisions, ad appeals process shall be as stated in the respective plans

document. All final decisions regarding benefit plans and their terms rest solely with the Bishop.

**ARTICLE 23-PENSION**



- 23.1 403(b) Plan. The Diocese provides a 403(b) matching pension plan for employees who meet the eligibility requirements of the pension plan. All lay teachers who meet the eligibility requirements of the Plan shall be entitled to the benefits of the CATHOLIC DIOCESE OF COLUMBUS 403(b) PLAN as set forth in the terms of the then current 403(b) plan document. The 403(b) plan may be changed or modified at any time at the sole discretion of the Diocese. Eligibility, benefits, procedure, and appeals shall be as stated in the Plan document.
- 23.2 Qualifications for the 403(b) Plan - - To qualify for participation in the 403(b) matching pension plan, the following applies: All lay teachers who work an average of 30 hours or more per week, or 130 hours or more per month, for the months he or she is scheduled to work, are eligible to participate in the 403(b) matching pension plan on the first of the month following his or her hire/eligibility date. Complete eligibility requirements are contained in the Plan document.

**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 per the salary scales set hereto in the following schedule.

<b>BASE Yrs. Exp.</b>	<b>BA SALARY</b>	<b>BA + 18 SALARY</b>	<b>BA+30 SALARY</b>	<b>MA SALARY</b>	<b>MA+18 SALARY</b>	<b>MA+30 SALARY</b>	<b>PHD SALARY</b>
<b>2017-2018 (3% Increase)</b>							
0	\$35,716	\$38,097	\$39,271	\$44,116	\$44,872	\$45,615	\$47,504
1	\$35,716	\$38,097	\$39,271	\$44,116	\$44,872	\$45,615	\$47,504
2	\$36,251	\$38,668	\$39,860	\$44,777	\$45,546	\$46,299	\$47,625
3	\$36,251	\$38,668	\$39,860	\$44,777	\$45,546	\$46,299	\$47,625
4	\$36,251	\$38,668	\$39,860	\$44,777	\$45,546	\$46,299	\$47,625
5	\$36,251	\$38,668	\$39,860	\$44,777	\$45,546	\$46,299	\$47,625
6	\$36,251	\$38,668	\$39,860	\$44,777	\$45,546	\$46,299	\$47,625
7	\$36,341	\$38,765	\$39,960	\$44,889	\$45,658	\$46,414	\$47,744
8	\$36,341	\$38,765	\$39,960	\$44,889	\$45,658	\$46,414	\$47,744
9	\$36,341	\$38,765	\$39,960	\$44,889	\$45,658	\$46,414	\$47,744
10	\$36,432	\$38,861	\$40,059	\$45,002	\$45,770	\$46,529	\$47,861
11	\$36,670	\$39,168	\$40,355	\$45,561	\$46,340	\$47,105	\$48,448
12	\$37,065	\$39,696	\$41,016	\$46,297	\$47,207	\$47,979	\$49,347
13	\$37,436	\$40,126	\$41,460	\$46,921	\$47,958	\$48,742	\$50,125
14	\$37,979	\$40,574	\$41,920	\$47,552	\$48,933	\$49,724	\$51,134
15	\$38,772	\$41,218	\$42,428	\$48,082	\$49,639	\$50,447	\$51,873
16	\$39,703	\$42,150	\$43,318	\$48,937	\$50,621	\$51,562	\$53,014
17	\$40,732	\$43,239	\$44,404	\$50,097	\$51,745	\$52,752	\$54,246
18	\$41,861	\$44,431	\$45,597	\$51,353	\$53,031	\$54,064	\$55,609
19	\$42,867	\$45,499	\$46,659	\$52,681	\$54,466	\$55,528	\$57,061
20	\$43,867	\$46,560	\$47,729	\$54,011	\$55,906	\$56,995	\$58,625
21	\$44,878	\$47,633	\$48,818	\$55,339	\$57,454	\$58,517	\$60,187
22	\$45,215	\$48,701	\$49,939	\$56,575	\$58,717	\$59,801	\$61,507
23	\$45,674	\$49,810	\$51,055	\$57,814	\$59,978	\$61,083	\$62,834
24	\$46,248	\$50,938	\$52,201	\$59,034	\$61,418	\$62,557	\$64,350
25	\$47,331	\$52,130	\$53,390	\$60,312	\$62,911	\$64,086	\$65,923
26	\$48,380	\$53,294	\$54,556	\$61,646	\$64,464	\$65,671	\$67,543
27	\$49,391	\$54,408	\$55,676	\$62,926	\$65,753	\$66,986	\$68,901
28	\$49,933	\$55,069	\$56,383	\$64,187	\$67,071	\$68,329	\$70,282
29	\$50,608	\$55,817	\$57,121	\$65,470	\$68,410	\$69,693	\$71,691
30	\$51,115	\$56,375	\$57,835	\$66,781	\$69,769	\$71,085	\$73,124

Teachers with 30 or more years of service in 2016-2017, get 3% increase in 2017-2018

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<b>BASE Yrs. Exp.</b>	<b>BA SALARY</b>	<b>BA + 18 SALARY</b>	<b>BA+30 SALARY</b>	<b>MA SALARY</b>	<b>MA+18 SALARY</b>	<b>MA+30 SALARY</b>	<b>PHD SALARY</b>
<b>2018-2019 (2% Increase)</b>							
0	\$ 36,431	\$ 38,859	\$ 40,056	\$ 44,998	\$ 45,769	\$ 46,527	\$ 48,454
1	\$ 36,431	\$ 38,859	\$ 40,056	\$ 44,998	\$ 45,769	\$ 46,527	\$ 48,454
2	\$ 36,431	\$ 38,859	\$ 40,056	\$ 44,998	\$ 45,769	\$ 46,527	\$ 48,454
3	\$ 36,976	\$ 39,442	\$ 40,657	\$ 45,673	\$ 45,673	\$ 47,224	\$ 48,578
4	\$ 36,976	\$ 39,442	\$ 40,657	\$ 45,673	\$ 45,673	\$ 47,224	\$ 48,578
5	\$ 36,976	\$ 39,442	\$ 40,657	\$ 45,673	\$ 45,673	\$ 47,224	\$ 48,578
6	\$ 36,976	\$ 39,442	\$ 40,657	\$ 45,673	\$ 45,673	\$ 47,224	\$ 48,578
7	\$ 36,976	\$ 39,442	\$ 40,657	\$ 45,673	\$ 45,673	\$ 47,224	\$ 48,578
8	\$ 37,068	\$ 39,540	\$ 40,759	\$ 45,787	\$ 45,787	\$ 47,342	\$ 48,698
9	\$ 37,068	\$ 39,540	\$ 40,759	\$ 45,787	\$ 45,787	\$ 47,342	\$ 48,698
10	\$ 37,068	\$ 39,540	\$ 40,759	\$ 45,787	\$ 45,787	\$ 47,342	\$ 48,698
11	\$ 37,161	\$ 39,638	\$ 40,860	\$ 45,902	\$ 46,686	\$ 47,460	\$ 48,818
12	\$ 37,403	\$ 39,951	\$ 41,163	\$ 46,472	\$ 47,266	\$ 48,047	\$ 49,417
13	\$ 37,806	\$ 40,490	\$ 41,836	\$ 47,223	\$ 48,151	\$ 48,939	\$ 50,334
14	\$ 38,185	\$ 40,928	\$ 42,289	\$ 47,859	\$ 48,917	\$ 49,716	\$ 51,127
15	\$ 38,739	\$ 41,385	\$ 42,758	\$ 48,503	\$ 49,912	\$ 50,719	\$ 52,157
16	\$ 39,548	\$ 42,042	\$ 43,276	\$ 49,044	\$ 50,632	\$ 51,456	\$ 52,910
17	\$ 40,497	\$ 42,993	\$ 44,184	\$ 49,916	\$ 51,634	\$ 52,593	\$ 54,074
18	\$ 41,547	\$ 44,104	\$ 45,292	\$ 51,099	\$ 52,780	\$ 53,808	\$ 55,331
19	\$ 42,698	\$ 45,320	\$ 46,509	\$ 52,380	\$ 54,091	\$ 55,145	\$ 56,721
20	\$ 43,724	\$ 46,409	\$ 47,592	\$ 53,735	\$ 55,556	\$ 56,639	\$ 58,202
21	\$ 44,744	\$ 47,491	\$ 48,684	\$ 55,091	\$ 57,024	\$ 58,135	\$ 59,797
22	\$ 45,776	\$ 48,586	\$ 49,794	\$ 56,446	\$ 58,604	\$ 59,688	\$ 61,391
23	\$ 46,119	\$ 49,676	\$ 50,937	\$ 57,706	\$ 59,892	\$ 60,997	\$ 62,738
24	\$ 46,588	\$ 50,806	\$ 52,076	\$ 58,970	\$ 61,177	\$ 62,305	\$ 64,091
25	\$ 47,173	\$ 51,956	\$ 53,245	\$ 60,215	\$ 62,646	\$ 63,808	\$ 65,637
26	\$ 48,277	\$ 53,173	\$ 54,458	\$ 61,518	\$ 64,170	\$ 65,367	\$ 67,242
27	\$ 49,348	\$ 54,360	\$ 55,647	\$ 62,878	\$ 65,753	\$ 66,984	\$ 68,894
28	\$ 50,378	\$ 55,496	\$ 56,789	\$ 64,184	\$ 67,068	\$ 68,326	\$ 70,279
29	\$ 50,932	\$ 56,170	\$ 57,511	\$ 65,470	\$ 68,412	\$ 69,696	\$ 71,688
30	\$ 51,620	\$ 56,933	\$ 58,263	\$ 66,779	\$ 69,778	\$ 71,087	\$ 73,125

**ARTICLE 24-BASIC SALARY SCHEDULE (CONTINUED)**

Teachers with 30 or more years of service in 2016-2017, get 3% increase in 2017-2018

**ARTICLE 24 - BASIC SALARY SCHEDULE (CONTINUED)**

<b>BASE Yrs. Exp.</b>	<b>BA SALARY</b>	<b>BA + 18 SALARY</b>	<b>BA+30 SALARY</b>	<b>MA SALARY</b>	<b>MA+18 SALARY</b>	<b>MA+30 SALARY</b>	<b>PHD SALARY</b>
<b>2019-2020 (2% Increase)</b>							
0	\$ 37,159	\$ 39,636	\$ 40,857	\$ 45,898	\$ 46,685	\$ 47,457	\$ 49,423
1	\$ 37,159	\$ 39,636	\$ 40,857	\$ 45,898	\$ 46,685	\$ 47,457	\$ 49,423
2	\$ 37,159	\$ 39,636	\$ 40,857	\$ 45,898	\$ 46,685	\$ 47,457	\$ 49,423
3	\$ 37,159	\$ 39,636	\$ 40,857	\$ 45,898	\$ 46,685	\$ 47,457	\$ 49,423
4	\$ 37,715	\$ 40,230	\$ 41,470	\$ 45,898	\$ 47,386	\$ 48,169	\$ 49,549
5	\$ 37,715	\$ 40,230	\$ 41,470	\$ 45,898	\$ 47,386	\$ 48,169	\$ 49,549
6	\$ 37,715	\$ 40,230	\$ 41,470	\$ 45,898	\$ 47,386	\$ 48,169	\$ 49,549
7	\$ 37,715	\$ 40,230	\$ 41,470	\$ 45,898	\$ 47,386	\$ 48,169	\$ 49,549
8	\$ 37,715	\$ 40,230	\$ 41,470	\$ 45,898	\$ 47,386	\$ 48,169	\$ 49,549
9	\$ 37,810	\$ 40,331	\$ 41,574	\$ 46,703	\$ 47,502	\$ 48,289	\$ 49,672
10	\$ 37,810	\$ 40,331	\$ 41,574	\$ 46,703	\$ 47,502	\$ 48,289	\$ 49,672
11	\$ 37,810	\$ 40,331	\$ 41,574	\$ 46,703	\$ 47,502	\$ 48,289	\$ 49,672
12	\$ 37,904	\$ 40,331	\$ 41,677	\$ 46,820	\$ 47,619	\$ 48,409	\$ 49,795
13	\$ 38,152	\$ 40,750	\$ 41,986	\$ 47,402	\$ 48,212	\$ 49,008	\$ 50,405
14	\$ 38,562	\$ 41,300	\$ 42,673	\$ 48,168	\$ 49,114	\$ 49,918	\$ 51,341
15	\$ 38,949	\$ 41,747	\$ 43,135	\$ 48,816	\$ 49,895	\$ 50,711	\$ 52,150
16	\$ 39,514	\$ 42,213	\$ 43,614	\$ 49,473	\$ 50,910	\$ 51,733	\$ 53,200
17	\$ 40,339	\$ 42,883	\$ 44,142	\$ 50,025	\$ 51,644	\$ 52,485	\$ 53,969
18	\$ 41,307	\$ 43,853	\$ 45,068	\$ 50,914	\$ 52,667	\$ 53,645	\$ 55,156
19	\$ 42,378	\$ 44,986	\$ 46,198	\$ 52,121	\$ 53,836	\$ 54,884	\$ 56,438
20	\$ 43,552	\$ 46,226	\$ 47,439	\$ 53,427	\$ 55,173	\$ 56,248	\$ 57,855
21	\$ 44,598	\$ 47,337	\$ 48,544	\$ 54,810	\$ 56,667	\$ 57,772	\$ 59,366
22	\$ 45,639	\$ 48,441	\$ 49,657	\$ 56,193	\$ 58,165	\$ 59,298	\$ 60,993
23	\$ 46,691	\$ 49,558	\$ 50,790	\$ 57,574	\$ 59,776	\$ 60,881	\$ 62,619
24	\$ 47,042	\$ 50,669	\$ 51,956	\$ 58,860	\$ 61,089	\$ 62,217	\$ 63,992
25	\$ 47,520	\$ 51,822	\$ 53,118	\$ 60,150	\$ 62,401	\$ 63,551	\$ 65,373
26	\$ 48,116	\$ 52,995	\$ 54,310	\$ 61,419	\$ 63,899	\$ 65,084	\$ 66,950
27	\$ 49,243	\$ 54,236	\$ 55,547	\$ 62,748	\$ 65,453	\$ 66,675	\$ 68,586
28	\$ 50,335	\$ 55,447	\$ 56,760	\$ 64,136	\$ 67,068	\$ 68,324	\$ 70,272
29	\$ 51,386	\$ 56,606	\$ 57,925	\$ 65,468	\$ 68,410	\$ 69,692	\$ 71,684
30	\$ 51,951	\$ 57,294	\$ 58,661	\$ 66,780	\$ 69,780	\$ 71,090	\$ 73,121

Teachers with 30 or more years of service in 2016-2017, get 3% increase in 2017-2018

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-Deanery 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 counselling, 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 counselling 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 counselling, 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 counselling, 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 or Master's degree shall be effective at the beginning of the next semester after verification. 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 biweekly 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 185. 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  
Head Lacrosse  
Head Ice Hockey

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  
Head Water Polo  
Head Bowling

**CLASS IV**

Assistant Baseball  
Assistant Soccer  
Assistant Softball  
Assistant Track  
Assistant Wrestling  
Assistant Volleyball  
Assistant Lacrosse  
Assistant Ice Hockey  
Cheerleading Moderator (per season)  
In The Know Moderator  
Student Council Moderator  
Robotics

**CLASS V**

Assistant Cheerleading Moderator  
Assistant Cross Country  
Assistant Field Hockey  
Assistant Golf  
Assistant Swimming  
Assistant Tennis  
Assistant Water Polo  
Assistant Bowling  
Ultimate Frisbee  
Drill Team Moderator  
National Honor Society Moderator  
School Newspaper Moderator  
School Yearbook Moderator  
Drama (non-musical, per show)  
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: 2017-2018  
SUPPLEMENTAL SALARY SCHEDULE**

This Year's Base Salary  
**\$ 35,716**

Class		I		II		III		IV		V		IV	
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%	
<b>YEARS OF EXPERIENCE</b>	0	14.00%	\$5,000	12.00%	\$4,286	10.00%	\$3,572	8.00%	\$2,857	5.00%	\$1,78	3.00%	\$1,071
	1	14.00%	\$ 5,000	12.00%	\$ 4,286	10.35%	\$ 3,572	8.35%	\$ 2,982	5.35%	\$ 1,911	3.35%	\$ 1,196
	2	14.50%	\$ 5,179	12.50%	\$ 4,465	10.70%	\$ 3,697	8.70%	\$ 3,107	5.70%	\$ 2,036	3.70%	\$ 1,321
	3	15.00%	\$ 5,357	13.00%	\$ 4,643	11.05%	\$ 3,947	9.05%	\$ 3,232	6.05%	\$ 2,161	4.05%	\$ 1,446
	4	15.50%	\$ 5,536	13.50%	\$ 4,822	11.40%	\$ 4,072	9.40%	\$ 3,357	6.40%	\$ 2,286	4.40%	\$ 1,572
	5	16.00%	\$ 5,715	14.00%	\$ 5,000	11.75%	\$ 4,197	9.75%	\$ 3,482	6.75%	\$ 2,411	4.75%	\$ 1,697
	6	16.50%	\$ 5,893	14.50%	\$ 5,179	12.10%	\$ 4,322	10.10%	\$ 3,607	7.10%	\$ 2,536	5.10%	\$ 1,822
	7	17.00%	\$ 6,072	15.00%	\$ 5,357	12.45%	\$ 4,447	10.45%	\$ 3,732	7.45%	\$ 2,661	5.45%	\$ 1,947
	8	17.50%	\$ 6,250	15.50%	\$ 5,536	12.80%	\$ 4,572	10.80%	\$ 3,857	7.80%	\$ 2,786	5.80%	\$ 2,072
	9	18.00%	\$ 6,429	16.00%	\$ 5,715	13.15%	\$ 4,697	11.15%	\$ 3,982	8.15%	\$ 2,911	6.15%	\$ 2,197
	10	18.50%	\$ 6,607	16.50%	\$ 5,893	13.50%	\$ 4,822	11.50%	\$ 4,107	8.50%	\$ 3,036	6.50%	\$ 2,322
	11	19.00%	\$ 6,786	17.00%	\$ 6,072	13.85%	\$ 4,947	11.85%	\$ 4,232	8.85%	\$ 3,161	6.85%	\$ 2,447
	12	19.50%	\$ 6,965	17.50%	\$ 6,250	14.20%	\$ 5,072	12.20%	\$ 4,357	9.20%	\$ 3,286	7.20%	\$ 2,572
	13	20.00%	\$ 7,143	18.00%	\$ 6,429	14.55%	\$ 5,197	12.55%	\$ 4,482	9.55%	\$ 3,411	7.55%	\$ 2,697
	14	20.50%	\$ 7,322	18.50%	\$ 6,607	14.90%	\$ 5,322	12.90%	\$ 4,607	9.90%	\$ 3,536	7.90%	\$ 2,822
15	21.00%	\$ 7,500	19.00%	\$ 6,786	15.25%	\$ 5,447	13.25%	\$ 4,732	10.25%	\$ 3,661	8.25%	\$ 2,947	

ADD \$250 IF EXPERIENCE IS BEYOND 15 YEARS

**YEAR: 2018-2019  
SUPPLEMENTAL SALARY SCHEDULE**

This Year's Base Salary  
**\$ 36,431**

Class		I		II		III		IV		V		IV	
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%	
<b>YEARS OF EXPERIENCE</b>	0	14.00%	\$ 5,100	12.00%	\$ 4,372	10.00%	\$ 3,643	8.00%	\$ 2,914	5.00%	\$ 1,822	3.00%	\$ 1,093
	1	14.50%	\$ 5,282	12.50%	\$ 4,554	10.35%	\$ 3,771	8.35%	\$ 3,042	5.35%	\$ 1,949	3.35%	\$ 1,220
	2	15.00%	\$ 5,465	13.00%	\$ 4,736	10.70%	\$ 3,898	8.70%	\$ 3,169	5.70%	\$ 2,077	3.70%	\$ 1,348
	3	15.50%	\$ 5,647	13.50%	\$ 4,918	11.05%	\$ 4,026	9.05%	\$ 3,297	6.05%	\$ 2,204	4.05%	\$ 1,475
	4	16.00%	\$ 5,829	14.00%	\$ 5,100	11.40%	\$ 4,153	9.40%	\$ 3,425	6.40%	\$ 2,332	4.40%	\$ 1,603
	5	16.50%	\$ 6,011	14.50%	\$ 5,282	11.75%	\$ 4,281	9.75%	\$ 3,552	6.75%	\$ 2,459	4.75%	\$ 1,730
	6	17.00%	\$ 6,193	15.00%	\$ 5,465	12.10%	\$ 4,408	10.10%	\$ 3,680	7.10%	\$ 2,587	5.10%	\$ 1,858
	7	17.50%	\$ 6,375	15.50%	\$ 5,647	12.45%	\$ 4,536	10.45%	\$ 3,807	7.45%	\$ 2,714	5.45%	\$ 1,985
	8	18.00%	\$ 6,558	16.00%	\$ 5,829	12.80%	\$ 4,663	10.80%	\$ 3,935	7.80%	\$ 2,842	5.80%	\$ 2,113
	9	18.50%	\$ 6,740	16.50%	\$ 6,011	13.15%	\$ 4,791	11.15%	\$ 4,062	8.15%	\$ 2,969	6.15%	\$ 2,241
	10	19.00%	\$ 6,922	17.00%	\$ 6,193	13.50%	\$ 4,918	11.50%	\$ 4,190	8.50%	\$ 3,097	6.50%	\$ 2,368
	11	19.50%	\$ 7,104	17.50%	\$ 6,375	13.85%	\$ 5,046	11.85%	\$ 4,317	8.85%	\$ 3,224	6.85%	\$ 2,496
	12	20.00%	\$ 7,286	18.00%	\$ 6,558	14.20%	\$ 5,173	12.20%	\$ 4,445	9.20%	\$ 3,352	7.20%	\$ 2,623
	13	20.50%	\$ 7,468	18.50%	\$ 6,740	14.55%	\$ 5,301	12.55%	\$ 4,572	9.55%	\$ 3,479	7.55%	\$ 2,751
	14	21.00%	\$ 7,651	19.00%	\$ 6,922	14.90%	\$ 5,428	12.90%	\$ 4,700	9.90%	\$ 3,607	7.90%	\$ 2,878
	15	21.50%	\$ 7,833	19.50%	\$ 7,104	15.25%	\$ 5,556	13.25%	\$ 4,827	10.25%	\$ 3,734	8.25%	\$ 3,006

ADD \$250 IF EXPERIENCE IS BEYOND 15 YEARS

**YEAR: 2019-2020  
SUPPLEMENTAL SALARY SCHEDULE**

This Year's Base Salary  
**\$ 37,159**

Class		I		II		III		IV		V		IV	
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%	
<b>YEARS OF EXPERIENCE</b>	0	14.00%	\$ 5,202	12.00%	\$ 4,459	10.00%	\$ 3,716	8.00%	\$ 2,973	5.00%	\$ 1,858	3.00%	\$ 1,115
	1	14.50%	\$ 5,388	12.00%	\$ 4,645	10.35%	\$ 3,846	8.35%	\$ 3,103	5.35%	\$ 1,988	3.35%	\$ 1,245
	2	15.00%	\$ 5,574	12.50%	\$ 4,831	10.70%	\$ 3,976	8.70%	\$ 3,233	5.70%	\$ 2,118	3.70%	\$ 1,375
	3	15.50%	\$ 5,760	13.00%	\$ 5,016	11.05%	\$ 4,106	9.05%	\$ 3,363	6.05%	\$ 2,248	4.05%	\$ 1,505
	4	16.00%	\$ 5,945	13.50%	\$ 5,202	11.40%	\$ 4,366	9.40%	\$ 3,493	6.40%	\$ 2,378	4.40%	\$ 1,635
	5	16.50%	\$ 6,131	14.00%	\$ 5,388	11.75%	\$ 4,496	9.75%	\$ 3,623	6.75%	\$ 2,508	4.75%	\$ 1,765
	6	17.00%	\$ 6,317	14.50%	\$ 5,574	12.10%	\$ 4,626	10.10%	\$ 3,753	7.10%	\$ 2,63	5.10%	\$ 1,895
	7	17.50%	\$ 6,503	15.00%	\$ 5,760	12.45%	\$ 4,756	10.45%	\$ 3,883	7.45%	\$ 2,768	5.45%	\$ 2,025
	8	18.00%	\$ 6,689	15.50%	\$ 5,945	12.80%	\$ 4,886	10.80%	\$ 4,013	7.80%	\$ 2,898	5.80%	\$ 2,155
	9	18.50%	\$ 6,874	16.00%	\$ 6,131	13.15%	\$ 5,016	11.15%	\$ 4,143	8.15%	\$ 3,028	6.15%	\$ 2,285
	10	19.00%	\$ 7,060	16.50%	\$ 6,317	13.50%	\$ 5,147	11.50%	\$ 4,273	8.50%	\$ 3,159	6.50%	\$ 2,415
	11	19.50%	\$ 7,246	17.00%	\$ 6,503	13.85%	\$ 5,277	11.85%	\$ 4,403	8.85%	\$ 3,289	6.85%	\$ 2,545
	12	20.00%	\$ 7,432	17.50%	\$ 6,689	14.20%	\$ 5,407	12.20%	\$ 4,533	9.20%	\$ 3,419	7.20%	\$ 2,675
	13	20.50%	\$ 7,618	18.00%	\$ 6,874	14.55%	\$ 5,537	12.55%	\$ 4,663	9.55%	\$ 3,549	7.55%	\$ 2,806
	14	21.00%	\$ 7,803	18.50%	\$ 7,060	14.90%	\$ 5,537 1	12.90%	\$ 4,794	9.90%	\$ 3,679	7.90%	\$ 2,936
15	21.50%	\$ 7,989	19.00%	\$ 7,246	15.25%	\$ 5,667	13.25%	\$ 4,924	10.25%	\$ 3,809	8.25%	\$ 3,066	

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. Beginning in 2014-2015, two hundred and fifty dollars (\$250) is added if experience is beyond 15 years.
- 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 reemployment, 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. 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. Distribution will be based on documented need. The money shall be awarded annually. Schools shall contribute to this fund based on enrollment:

<b>TUITION</b>	<b>ASSISTANCE</b>	<b>FUND</b>
<b>SECONDARY SCHOOLS</b>	<b>STUDENT ENROLLMENT</b>	<b>TUITION ASSISTANCE FUND CONTRIBUTION</b>
	900 +	\$ 6,000.00
	500-899	\$ 4,500.00
	300-499	\$ 3,500.00
<b>ELEMENTARY SCHOOLS</b>	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-SEPARATION BONUS PROGRAM

27.1 **Eligibility and Selection** – Eligible teachers with thirty (30) or more years of Diocesan full-time teaching experience in the schools of the Diocese may choose to voluntarily resign their employment under the Separation Bonus Program (hereinafter “SBP”) and choose to receive one of the benefits set forth below. In order to be eligible for SBP benefits a teacher must (a) have thirty (30) or more years of Diocesan full-time teaching experience at the time of application, (b) apply for the SBP benefits in writing at their school no later than March 15 of the current school year (in order to apply for benefits at the end of the current school year), and (c) be selected for SBP participation by the school, according to teachers’ seniority. The number of teachers who may be selected to receive the SBP benefit annually in each school is as follows:

a. Elementary schools – at least one (1) teacher annually (and more at the school’s discretion); and

b. High schools – at least two (2) teachers annually (and more at the school’s discretion), provided that high schools may limit participation to one (1) teacher per department annually.

In the event that more than one eligible teacher applies for SBP benefits in a given year, selection will be done on the basis of seniority, which shall be the applying teacher at the school with the highest number of full-time years of teaching experience in the schools of the Diocese. Teachers will be notified of their selection or non-selection no later than April 15 of the year of application.

### 27.2 **Separation Bonus Program Benefits**

An eligible and selected teacher may select one of the following three SBP benefit options:

1. **Plan A – Teacher Elects Health Care** – An eligible teacher may select to continue single-only coverage and participation in the Diocesan health care insurance program, as that program and health care benefits may exist from time to time, for a five-year period. The five year period shall begin upon cessation of the teacher’s Diocesan health care coverage upon the employee’s employment termination. The Diocese will comply with federal laws and regulations concerning coverage and coordination of benefits with Medicare. If the teacher is or becomes eligible for Medicare, the teacher must immediately notify the Diocese and promptly supply any necessary information regarding Medicare eligibility and coverage coordination. Upon selection of Plan A by the teacher, the school shall pay the amount of the employer’s contribution for single health care coverage, on the same terms and amount as applicable to other teacher single health care plan participants. The teacher shall be responsible for the timely payment of the remainder of the Diocesan health insurance premium in order to maintain the coverage. (A teacher who selects Plan A single coverage may elect to continue at his or her own expense the “+1” or family coverage for the five-year period, if the teacher had such coverage at the termination of employment and prior coverage, in which event the school shall pay and subsidize only the cost of single coverage for the teacher.)

2. **Plan B – Teacher Elects Payments Upon Immediate Retirement** – An eligible teacher who formally retires and who immediately commences receiving pension benefits, and who does not elect Plan A health care coverage, may elect to receive the following SBP payments:

<b><u>Full Years of Service at Date of Retirement</u></b>	<b><u>Total Payment</u></b>
30-34 years	\$30,000
35-39 years	\$35,000
40 or more years	\$40,000

3. **Plan C – Teacher Elects Payments Without Commencing Retirement Benefits**– An eligible teacher who retires from service but does not commence retirement benefits and does not select Plan A health care coverage may elect to receive the following SBP payments:

<b><u>Full Years of Full-Time Service At Date of Selection for Program Participation</u></b>	<b><u>Total Payment</u></b>
30-34 years	\$20,000
35-39 years	\$25,000
40 or more years	\$30,000

A teacher must designate which option (either Plan A, B, or C) they select at the time of their written application to participate in the program.

- 27.3 **Payment** – The SBP payment under Plans B and C, above, shall be paid over no less than 3 years, and no more than 5 years, at the sole option and discretion of the individual school. Annual payments shall begin at the start of the school year in the Fall following approval for SBP benefits. The payments shall be made in equal installments on the school's normal payroll dates throughout the school year. (For example, if a teacher is to be paid a SBP benefit of \$30,000 over a three-year period, the teacher will be paid \$10,000 per school year, in equal installments at the school's normal payroll dates during the course of the school year.) Eligible and selected teachers shall have the option to designate all or part of an annual Plan B or Plan C payment to be contributed to the teacher's 403B retirement account (after tax withholding and to the extent permitted by the Plan and applicable laws). Payment for Plan A, B or C benefits shall be the responsibility of the school or parish where the teacher is employed at the time of the approval of their SBP application. In the event the school closes prior to the teacher receiving the total amount of money granted by the SBP, the parish (for elementary) or Diocese (for high schools) will be responsible for the remaining payments.



In accordance with the Internal Revenue Code and various other taxing authorities, all SBP health care coverage and/or 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 the resignation.

In the event of a teacher's death prior to receiving the total amount of money to be paid under Plan B or C, 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. (No Plan A health insurance shall continue beyond a teacher's death.) 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 (and would be reported on a Form 1099).

- 27.4 **Employment.** Application by a teacher for SBP benefits constitutes a resignation from employment contingent upon selection of the teacher to participate in the program, effective at the end of the school year. A teacher who has been approved for or paid any SBP benefits shall not be eligible for rehire or reemployment in any teaching position in the schools of the Diocese.

## **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, 2017 upon ratification by the Association and the Diocese, and shall remain in effect until 12:01 a.m. on August 1, 2020. Negotiations for a successor Agreement shall commence no later than October 5, 2019.

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APPENDIX  
POLICIES, REGULATIONS AND FORMS

Separation Bonus Agreement Application Form

Separation Bonus Agreement Acceptance Form  
Separation Bonus Agreement Option Form  
Policy 4116.1 Adherence To Catholic Church Teaching  
Policy 4112.11 Individual Contracts Full and Part-Time  
Policy 4122.0 Part-Time Teachers  
Policy 4148.0 Grievance Procedure  
Policy 4122.0 Part-Time Teachers  
Policy 4148.0 Grievance Procedure  
Policy 4152.4 Family and Medical Leave Act  
Policy 4112.05 Posting of Openings  
Policy 4112.1 Qualifications for Teachers of Religion  
Policy 4113.1 Teachers of Religion- Elementary  
Policy 4113.2 Teachers of Religion- Secondary  
Policy 4117.0 Evaluation of Staff  
Grievance Form  
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Appendix to the Agreement- Non-Member Fees



# Catholic Diocese of Columbus

Department for Education  
614 -221- 5829  
Fax: 614 – 221 – 2563

## **SEPARATION BONUS PROGRAM** **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 Teach: \_\_\_\_\_

School: \_\_\_\_\_

Verified Number of Full Years of Full-Time Teaching in the Diocese: \_\_\_\_\_

I hereby apply for and request Separation Bonus Program (SBP) benefits, commencing at the start of the school year beginning in the Fall after the submission of this application. I understand that acceptance of this application by the school constitutes my voluntary resignation, the termination of my employment, and acceptance of the other terms of the SBP program as set for the in the COACE agreement.

I elect the following SBP option (Select one):

\_\_\_\_\_ Plan A – Continuation of Health Care Benefits (5 years)

\_\_\_\_\_ Plan B – Payments Upon Immediate Retirement

\_\_\_\_\_ Plan C – Payments Without Retirement

I understand that the respective payment schedule for a Plan B or Plan C election will be no less than 3 years and no more than 5 years, at the discretion and designation of the school.

Submitted by: \_\_\_\_\_  
Teacher Signature Date

\_\_\_\_\_  
Print Teacher Name

Receive by: \_\_\_\_\_  
Principle Signature Date

The teacher is to submit the original to the principal, and retain a copy for his/her records.

197 East Gay Street Columbus – Ohio 43215-3229 [www.cdeducation.org](http://www.cdeducation.org)



# Catholic Diocese of Columbus

Department for Education  
614 -221- 5829  
Fax: 614 – 221 – 2563

## SEPARATION BONUS PROGRAM

### Acceptance Notification

Name of Teach: \_\_\_\_\_

School: \_\_\_\_\_

Verified Number of Full Years of Full-Time Teaching in the Diocese: \_\_\_\_\_

(a) Separation Bonus Program (SBP) benefits have been approved for the following option, beginning \_\_\_\_\_, \_\_\_\_\_:

\_\_\_\_\_ Plan A – (health care)

\_\_\_\_\_ Plan B – (payments upon immediate retirement)

\_\_\_\_\_ Plan C – (payments Without Retirement)

For Plan B or Plan C election, the total payment will be \$\_\_\_\_\_, which shall be paid over \_\_\_\_\_ years, such that the proportionate annual amount will be paid in equal instalments on the school's normal payroll dates during the respective year.

(b) SBP benefits have not been approved. Specify reason:

\_\_\_\_\_

Completed by: \_\_\_\_\_  
Principal Signature

\_\_\_\_\_  
Date

▪ 197 East Gay Street Columbus – Ohio 43215-3229  
[www.cdeducation.org](http://www.cdeducation.org)



# Catholic Diocese of Columbus

Department for Education  
614 -221- 5829  
Fax: 614 – 221 – 2563

## SEPARATION BONUS PROGRAM

### Option Election

**To be completed by the teacher if approved for SBP benefits:**

**Name of Teach:** \_\_\_\_\_

**School:** \_\_\_\_\_

In the event of my death, any remaining SBP payments due to me are to be paid to:

\_\_\_\_\_ my spouse

\_\_\_\_\_ my estate

\_\_\_\_\_ other (specify)

\_\_\_\_\_  
Teacher 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.

[Grab your reader's attention with a great quote from the document or use this space to emphasize a key point. To place this text box anywhere on the page, just drag it.]

▪ 197 East Gay Street Columbus – Ohio 43215-3229  
[www.cdeducation.org](http://www.cdeducation.org)



## **4116.1**

□ ELEMENTARY  
□ SECONDARY  
■ BOTH

■ POLICY  
□, REGULATION

### **PERSONNEL**

#### **ADHERENCE TO CATHOLIC CHURCH TEACHINGS**

All school personnel who serve in Catholic schools shall be examples of Catholic moral behaviour and professionalism. As explained by the National Conference of Catholic Bishops:

The integration of religious truth and values with the rest of life is brought about in the Catholic school not only by its unique curriculum but, more important, by the presence of teachers [personnel] who express an integrated approach to learning and living in their private and professional lives.

All school personnel, regardless of their religious affiliation, are therefore required to abide by the moral values advanced by the teachings of Christ, the tenets of the Catholic Church, and the policies and regulations of the Diocesan Department for Education, the Diocese and the employing school. School personnel may be disciplined or terminated for violations of these standards, or any conduct which is contrary to, or rejects or offends the teachings, doctrines, or principles of the Catholic Church. While there may be others not mentioned below, examples of conduct that may result in termination of employment included:

Public support of activities or beliefs contrary to Catholic Church teaching:

Public statements disparaging or causing contempt against religion in general or the Catholic Church in particular, Entry into a marriage which is not recognized by the Catholic Church; Having an abortion or publically supporting abortion rights; Sexual relations (same or opposite sex) outside the institution of marriage as recognized by the Catholic Church; Pursuing or publically supporting in vitro fertilization.



## **4116.1** (cont'd)

□ ELEMENTARY  
□ SECONDARY  
■ BOTH

■ POLICY  
□, REGULATION

### **PERSONNEL**

Diocesan Department for Education policies and regulations are available online at [www.cdeducation.org/Policies](http://www.cdeducation.org/Policies). The teachings of the Catholic Church can be found in “The Catechism of the Catholic Church” which is online at: <http://www.vatican.va/archive/ENG0015/INDEX.HTM>.

Should you have any questions, feel free to contact the Diocesan Human Resources Director at 614-241-257. For **CONFIDENTIAL** questions or concerns, please email your question to [confidential@colsdio.org](mailto:confidential@colsdio.org).

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

**Adopted 4/82  
Reviewed 8/95 8/00  
Revised 5/89 8/05 4/14, 5/15**



## **4112.11**

□	ELEMENTARY	█	POLICY
□	SECONDARY	□ <sub>r</sub>	REGULATION
█	BOTH		

### **PERSONNEL**

#### **INDIVIDUAL CONTRACTS – FULL TIME AND PART – TIME**

Teachers whose contracts are to be renewed must receive their signed contracts no later than May 15 of the school year of the currently employed school year. Teachers must sign and return the contract no later than May 30, of the currently employed school year. No teacher shall terminate his or her contract after the 10<sup>th</sup> 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.

In writing, notify teachers about the non-renewal of their contracts no later than May 15 of the currently employed school year.

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

**Adopted 5/89  
Reviewed 8/95 8/05  
Revised 8/00, 8/10, 8/14, 5/15**



## **4122.0**

□	ELEMENTARY	■	POLICY
□	SECONDARY	□ <sub>r</sub>	REGULATION
■	BOTH		

### **PERSONNEL**

#### **PART – TIME TEACHERS**

A part – time teacher is defined as one who is under contract to each 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 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, 8/10, 5/15  
**Revised** 5/89, 8/95, 8/0





## **4148.0**

□	ELEMENTARY	■	POLICY
□	SECONDARY	□ <sub>r</sub>	REGULATION
■	BOTH		

### **PERSONNEL**

#### **GRIEVANCE PROCEDURE**

This grievance procedure is for fulltime teachers in schools who are covered by the COACE agreement or a local agreement. It also covers all part – time teachers.

A grievance is a claim that there has been a violation or misapplication of the provisions of a teacher’s contract, or any regulation, order or policy of the Diocesan School Office, or any school of the Diocese which applies to teachers. The process for handling the grievance will depend on the type of grievance at issue. For purposes of the process, there are two types of grievances:

Church Teaching Grievance – A Church Teaching Grievance is a claim that arises out of discipline or termination related to an alleged violation of Catholic doctrine/morals or Catholic Church teaching. The Principal will specifically notify the teacher if the Disciplinary action or termination arises out of an alleged violation of Catholic doctrine /morals or Catholic Church teaching that was allegedly violated. The Designation by the Principal that the disciplinary action or termination arose out of a violation of Catholic doctrine/morals or Catholic Church teaching is determinative of any subsequently filed grievance being a Church Teaching Grievance.

Standard Grievance – A Standard Grievance is any grievance that is not a Church Teaching Grievance.

Reappointment of a teacher is at the prerogative of the Pastor(s) Principal at an elementary school and Superintendent/Principal at a high school. A grievance regarding reappointment will be that the timeline for reappointment as outlined in the policy/regulation 4112.11 was not followed and the grievant was prejudiced by the failure to adhere to the timeline. Other than the issue of salary level, the reasons or merits of a decision not to reappoint a teacher, or not to offer a contract, are final and are not subject to this grievance procedure.

Termination of a teacher during the term of an existing contract is subject to the grievance procedure



## 4148.0

□	ELEMENTARY	■	POLICY
□	SECONDARY	□,	REGULATION
■	BOTH		

### PERSONNEL

#### **GRIEVANCE PROCEDURE**

##### Binding process

The parties to the grievance each agree that any controversy or claim arising out of or relating to a grievance shall be conclusively resolved by utilization of the grievance procedure set forth in Policy 4148.0. The parties expressly agree that the grievance procedure displaces and extinguishes all common law and/ or statutory rights of either party to pursue claims in any other forum.

##### Timely Pursuit of Grievance

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

##### Initiation of Grievance

From the date of the communication of the disciplinary action/termination of a teacher, the teacher shall have two (2) calendar weeks in which to formally notify in writing the Principal of the teacher's grievance, the specific grounds or basis for which the grievance is being filed, and the remedy requested. A copy is also to be sent to the Superintendent. After formal notification of said grievance, the calendar of events, as outlined below, will commence. The teacher's failure to notify the Principal in writing within two (2) calendar weeks will preclude any further action on the alleged grievance.

##### Grievance Process

###### Standard Grievance

Level One: Upon receipt of a Standard Grievance, the Principal shall arrange a conference with the grievant, at a mutually agreeable time, but no later than two calendar weeks from the time the grievance is received by the Principal. During the conference, the grievant shall be provided an opportunity to present his/her



## **4148.0**

□	ELEMENTARY	■	POLICY
□	SECONDARY	□, ■	REGULATION
■	BOTH		

### **PERSONNEL**

#### **GRIEVANCE PROCEDURE**

grievance. The grievant may bring witnesses to the conference to provide statements on the grievant's behalf. The Principal may make inquiries of either the grievant or the witnesses during the conference. Neither party shall be represented by counsel at the conference. The Principal shall render a written decision within three (3) calendar weeks from the date of the conference.

Level Two: If a satisfactory disposition of the grievance is not reached at Level One, the grievant must, within one (1) calendar week of the written decision, in Level One, provide a written statement of his/her grievance to the Superintendent of the Schools, or the Superintendent's designated representative, who shall have one (1) calendar week within which to render a written decision on the grievance.

Level Three: If the decision of the Superintendent of Schools or designated representative is not satisfactory, either party (the Principal or the grievant) within one calendar week of receipt of such decision may notify the Superintendent of Schools in writing of his/her desire to proceed to binding arbitration. Upon receipt of such notice, the Superintendent of Schools will make arrangements to implement the arbitration procedure. The parties will request a list of seven labor arbitrators shall be selected by alternate striking of names by the Principal and teacher. The first turn to strike shall be decided by a coin flip. The procedures for arbitration shall be those set forth in the Labor Arbitration Rules of the American Arbitration Association. Parties may have counsel at the arbitration hearing. Either party, at their expense, may have a court reporter transcribe the testimony at the hearing. No tape recording shall be permitted.

The arbitrator will conduct a hearing and will issue a written decision, which will be final and binding on all parties to the proceedings.

Costs for arbitration will be divided equally by the parties involved in the grievance.



## **4148.0**

□	ELEMENTARY	■	POLICY
□	SECONDARY	□ <sub>r</sub>	REGULATION
■	BOTH		

### **PERSONNEL**

#### **GRIEVANCE PROCEDURE**

##### **Church Teaching Grievance**

Level One: Upon receipt of a Church Teaching Grievance, the Principal shall arrange a conference with the grievant, at a mutually agreeable time, but no later than two (2) calendar weeks from the time grievance is received by the Principal. During the conference, the grievant shall be provided an opportunity to present his/her grievance. The grievant may bring witnesses to the conference to provide statements on grievant's behalf. The Principal may make inquiries of either the grievant or the witnesses during the conference. Neither party shall be represented by counsel at the conference. The Principal shall render a written decision within three (3) calendar weeks from the date of the conference.

Level Two: If a satisfactory disposition of the grievance is not reached at Level One, the grievant must, within one (1) calendar week of the written decision, in Level One, provide a written statement of his/her grievance to the Superintendent of the Schools, or the Superintendent's designated representative, who shall have one (1) calendar week within which to render a written decision on the grievance.

Level Three: If the decision of the Superintendent of Schools or designated representative is not satisfactory, either party (the Principal or the grievant) within one calendar week of receipt of such decision may notify the Superintendent of Schools in writing of his/her desire to proceed to binding arbitration. Upon receipt of such notice, the Superintendent of Schools will make arrangements to implement the arbitration procedure. The parties will request a list of seven labor arbitrators shall be selected by alternate striking of names by the Principal and teacher. The first turn to strike shall be decided by a coin flip. The procedures for arbitration shall be those set forth in the Labor Arbitration Rules of the American Arbitration Association. Parties may have counsel at the arbitration hearing. Either party, at their expense, may have a court



**4148.0** (Cont'd)

□	ELEMENTARY	■	POLICY
□	SECONDARY	□,	REGULATION
■	BOTH		

**PERSONNEL**

**GRIEVANCE PROCEDURE**

The arbitrator will conduct a hearing and will issue a written advisory decision addressing the facts as established by the record, and whether those facts support a conclusion that the grievant's acts violated the specific Catholic doctrine/morals or Catholic Church teaching cited by the Principal. The disciplinary action or termination shall be considered proper if the evidence demonstrates a violation of the specific Catholic doctrine/morals or Catholic Church teaching cited by the Principal (regardless of uniform enforcement or arguably disparate treatment).

The arbitrator's findings shall be submitted to the Bishop of the Diocese of Columbus who then will decide, in his sole discretion, whether to accept or reject the arbitrator's findings, and whether the disciplinary action or termination imposed by the Principal was appropriate. The Bishop's decision shall be final.

Cost for arbitration will be divided equally by the parties involved in the grievance.

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

Adopted 9/93  
Reviewed 8/00, 5/15  
Revised 6/94, 8/95, 8/05 4/14



## **4152.4**

□	ELEMENTARY	■	POLICY
□	SECONDARY	□ <sub>r</sub>	REGULATION
■	BOTH		

### **PERSONNEL**

#### **FAMILY AND MEDICAL LEAVE POLICY**

The federal Family and Medical Leave Act of 1993 (FMLA) entitles eligible employees to take up to 12 weeks (26 weeks to care for a covered service member as set for the below) of unpaid, job protected, leave for certain family and medical reasons. The following pages set forth our policies and procedures with regards to family and medical leave under FMLA.

#### **Eligibility**

In order to qualify for FMLA leave, an employee must have been employed with the Diocese for at least twelve (12) months of employment need not be consecutive and any employment with the Diocese within the last seven (7) years will be counted toward the twelve (12) month requirement), and have worked at least 1,250 hours during the 12- month period preceding the start of the leave, and three must be at least 50 employees of the Diocese regularly working at locations within 75 miles of the employee's work location.

#### **Reasons for Leave**

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

- 1) to care for the employee's child after birth, or placement for adoption or foster care;
- 2) to care for the employee's spouse, son, daughter, or parent who has 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.

The information in this Policy highlights the Diocese's FMLA policy and the rights and obligations of employees and employers under the Act, which are covered in over forth pages of federal regulations. This information is intended to be a short statement of the Diocese's policy and these lengthy regulations and in any particular case, the precise rights of and obligations of employees and the Diocese will be governed by the terms of this Policy and the law itself. Nothing in this statement is intended to, or should be interpreted as, granting employees' rights beyond those that the law itself provided.



## **4152.4 (cont'd)**

□	ELEMENTARY	■	POLICY
□	SECONDARY	□ <sub>r</sub>	REGULATION
■	BOTH		

### **PERSONNEL**

- 4) to care for an employee's spouse, son, daughter, parent, or net of kin who is a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness;
- 5) for certain qualifying exigencies arising out of an employee's spouse, son, daughter, parent, who is a member of the National Guard, the Reserves (Army, Navy, Marines, Air Force, or Coast Guard), or a retired member of Regular Armed forces or Reserve, who receives notification of an impending call or order to active duty status, in support of a contingency operation.

For the definition of a "serious health condition", see the FMLA Fact Sheet appended to this Policy Statement.

For the definitions of "covered service member, "serious injury or illness", or "qualifying exigency" see FMLA Fact Sheet relating to Military Leave appended to this Policy Statement.

#### **Amount of Leave/Calculation**

##### **A. Pregnancy, Serious Health Condition or Qualifying Exigency**

An eligible employee can take up to 12 weeks of unpaid FMLA leave during a 12 month period. The Diocese will use a calendar year system for counting how much FMLA leave an eligible employee is entitled to. That means that eligible employees are permitted 12 weeks of unpaid FMLA leave during a calendar year.



## 4152.4 (cont'd)

□	ELEMENTARY	■	POLICY
□	SECONDARY	□,	REGULATION
■	BOTH		

### PERSONNEL

#### **B. Leave Relating to a Covered Service member's Injury or Illness**

An employee taking leave to care for the employee's spouse, son, daughter, parent, or next of kin who is a member of the Armed Forces, including a member of the National Guard or Reserves, who undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness can take up to 26 weeks of unpaid leave in a single 12 month period. The single twelve month period will begin on the first day leave and will expire 12 months thereafter. Each time the employee requests leave we will look back to the first date leave was requested and will determine how much, if any, leave is available.

The maximum amount of leave an employee can take in one year is 26 weeks, regardless of the reason or number of reasons. For example, if an employee has a serious health condition which requires the employee take 12 weeks of FMLA leave, and later has to care for a service member's injury or illness the employee would be entitled to 14 weeks (26-12) of leave to care for the injury or illness.

#### **Available Paid Leave**

Leave taken under FMLA is generally unpaid leave. If the employee has any accrued paid leave available (such as paid vacation, sick leave, etc.) that would apply to the absence, the employee must use that leave, and the amount paid leave used up will be counted against the employee's FMLA entitlement.





## **4152.4** (cont'd)

□	ELEMENTARY	■	POLICY
□	SECONDARY	□ <sub>r</sub>	REGULATION
■	BOTH		

### **PERSONNEL**

Leave may be taken on a continuous basis (that is, a certain number of days or weeks in a row). Additionally, when medically necessary, for leaves involving serious health conditions or care for a servicemember's injury or illness, leave may also be taken on an intermittent basis (that is, leave taken in separate blocks of time due to a single qualifying reason), or on a reduced schedule basis (that is, a leave schedule that reduces the usual number of hours per workweek or hours per day). An employee requesting intermittent leave or leave on a reduced schedule must fulfil all of the obligations that are described in this statement (for example, the advance notice requirements, request for leave of absence forms, medical certification, etc.). The employee must also advise the Diocese of the reasons why the intermittent/reduced schedule is necessary and of the schedule for treatment, if applicable. The employee and the Diocese must then attempt to work out a schedule which meets the employee's needs without unduly disrupting the Diocese's operations, subject to the approval of the health care provider.

Likewise, whenever the employee requests leave for planned medical treatment (whether on an intermittent reduced schedule or continuous basis), the employee must consult with the Diocese and make a reasonable effort to schedule the leave so as not to disrupt unduly the Diocese's operations, subject to the approval of the health care provided. Employees are ordinarily expected to consult with the diocese prior to scheduling treatment in order to work out a treatment schedule which best meets the needs of both the Diocese and the employee.

#### **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 Diocese at least thirty (30) days notice. If the need for leave is unforeseeable, the employee must give notice as soon as practicable (which generally means at least verbal notice to the Diocese the same day or within one business day of learning of the need to take FMLA leave). Notice shall be given according to the Diocese's normal call-in procedure, failure to follow the normal call-in procedure may result in the denial of leave which may subject the employee to disciplinary action, including discharge. When the employee requests FMLA leave, or in the case of unforeseeable leave, as soon as possible thereafter, they will be given a form entitled Rights and Responsibilities.



## **4152.4** (cont'd)

- ELEMENTARY
- SECONDARY
- BOTH

- POLICY
- REGULATION

### **PERSONNEL**

The notice must contain sufficient information for the Diocese to understand that the employee needs leave for FMLA-qualifying reasons: the employee must explain the reasons for medical leave so as to allow the Diocese to determine whether the reason is an FMLA-qualifying reason. In the case of leave related to a servicemember, whenever possible, the employee should inform the Diocese of the name and title of the servicemember and the reason the leave is necessary. Notice should also include the anticipated timing and duration of the requested leave. If the employee fails to give the proper notice, we may treat the leave as leave which is not protected by FMLA, which may subject the employee to disciplinary action, including discharge.

After the initial request for FMLA leave, in each subsequent request the employee must specifically reference either the qualifying need for leave or the need for FMLA leave. Failure to provide this information may lead to the Diocese treating the leave as leave which is not protected by FMLA, which may subject the employee to disciplinary action, including discharge.

#### **Certification**

##### **Serious Health Conditions**

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 Diocese will provide, must be completed by a health care provider and returned within 15 days. If the Diocese has reason to doubt the validity of the medical certification, it may require the employee to get a second opinion. The Diocese may also require medical recertification during the period of an employee's leave.

##### **Servicemember Leave**

If the employee requests FMLA leave to care for a servicemember or for qualified exigencies the employee will be required to provide certification validating the need for leave. The employee will be provided with a certification form which must be completed. The following types of information may be required; copies of the servicemember's active duty orders and appropriate facts, related to the particular qualifying exigency for which leave is sought, including contact information if the leave involves meeting with a third party, certification completed by an authorized health care provider or a copy of an Invitational Travel Order (ITO) or Invitational Travel Authorization (ITA) issued to any member of the covered servicemember's family. The medical certification form must be completed and returned within 15 days.



## 4152.4 (cont'd)

□	ELEMENTARY	■	POLICY
□	SECONDARY	□ <sub>r</sub>	REGULATION
■	BOTH		

### PERSONNEL

#### **General Procedure**

Regardless of the type of FMLA leave, the following procedure applies to FMLA requests: At the time of the request or shortly thereafter the Diocese will provide the employee with the appropriate certification form, depending on the type of leave requested. As stated above, the form must be returned within 15 days, the Diocese may treat the leave as leave which not protected by the FMLA.

When the leave is foreseeable and at least 30 days notice has been provided, the employee should submit the medical certification before leave begins. When this is not possible, or when the leave is not foreseeable or the employee has not provided 30 days notice, the employee must submit the certification within fifteen days after employee is notified of the requirement to submit the certification (unless it is not practicable under the particular circumstances to do so despite the employee's diligent good faith efforts, in which case the notice must be provided as soon as is reasonably possible under the particular facts and circumstances).

In the case of foreseeable leave, failure to submit a required medical certification within the fifteen (15) day period may result in a delay or in a denial of leave until the certification is provided, and may cause the employee's absence to be considered as unexcused, which may subject the employee to disciplinary action, up to and including discharge. In the case of leave that is not foreseeable, failure to provide a required medical certification within fifteen (15) days after the requirement to submit the certification is sent to the employee, or within a reasonable time under the pertinent circumstances, may result in a delay or in denial of the employee's continuation of FMLA leave and may cause the absence to be considered as unexcused which may subject the employee to disciplinary action up to and including discharge.

Once the certification has been provided the Diocese will determine whether you are entitled to FMLA leave. The Diocese will provide you with a designation form within 5 days of you providing the information necessary for certification. This form will notify you if the leave request is covered by FMLA, if more information is necessary before a decision can be made, or, if the leave is not covered, the reason why it is not covered. If more information is necessary, the employee must provide the additional information necessary within 15 days of the return of the designation form. Failure to provide the necessary information may result in the Diocese treating the leave as not protected by the FMLA.



## 4152.4 (cont'd)

□	ELEMENTARY	■	POLICY
□	SECONDARY	□, r	REGULATION
■	BOTH		

### PERSONNEL

#### **Fitness For Duty Report**

At the end of FMLA leave which is taken because of an employee's own serious health condition, the Diocese may require the employee to provide certification from the health care provider that the employee is able to resume work. The designation form provided by the Diocese will inform the employee if a fitness for duty report is going to be required. Along with the designation form the employee will be given the essential function of the employee's job and the return to work certification must address those essential functions. The Diocese may deny the employee reinstatement to work until the employee submits the certification.

Additional, employees on intermittent leave who pose a reasonable safety concern may be required to submit a fitness for duty form not more than once every 30 days. The designation form provided by the Diocese will indicate whether a fitness for duty certification is required and how often one will be required. The Diocese may deny the employee reinstatement to work until the employee submits the certification.

#### **Reinstatement**

Upon return from a leave required by the Act, unless a job elimination has occurred which would have termination the employee's job or placed him/her in a different job, an employee taking family or medical leave under the Act (not exceeding 12 weeks) will generally either be restored to his/her prior position or to an equivalent one in terms of pay, benefits, responsibilities and authority. In certain circumstances, job restoration may be denied to certain highly compensated "key" employee if necessary to avoid substantial and grievous economic injury.

#### **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 (ie., no break in service) for all purposes, including the employee's vesting and eligibility to participate in retirement plans.



## 4152.4 (cont'd)

□	ELEMENTARY	■	POLICY
□	SECONDARY	□, ■	REGULATION
■	BOTH		

### PERSONNEL

#### **Health Insurance During FMLA Leave**

During FMLA leave, 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 any contributions that he or she made before taking leave. Health insurance coverage may be cancelled if the employee's premium payment is more than 30 days late.

If the employee fails to return to work after his or her FMLA entitlement runs out, the Diocese may recover from the employee the Diocese's share (if any) of health insurance premiums paid during the leave. In that situation, the premiums paid by the Diocese may recover that debt through deduction from any sum due to the employee, or through legal action.

#### **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.
- 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.

Employees with questions about the FMLA are encouraged to contact the Personnel office. In addition, information sheets from the Department of Labor are attached to this Policy Statement for reference.



## **4112.11**

<input type="checkbox"/>	ELEMENTARY	<input type="checkbox"/>	POLICY
<input type="checkbox"/>	SECONDARY	<input type="checkbox"/>	REGULATION
<input checked="" type="checkbox"/>	BOTH		

### **PERSONNEL**

#### **INDIVIDUAL CONTRACTS - FULL TIME AND PART-TIME**

Teachers whose contracts are to be renewed must receive their signed contracts by May 15 of the school year of the currently employed school year. Teachers must sign and return the contract no later than May 30, of the currently employed school year. 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. In writing, notify teachers about the non-renewal of their contracts no later than May 15 of the currently employed school year.

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

Adopted 5/89  
Reviewed 8/95, 8/05  
Revised 8/00, 8/10, 8/14 5/15



## 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). 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 demonstrate ongoing academic and professional development which leads them to foster their own growth in faith and the growth in faith of the school and community.
3. Elementary religion teachers are certified or are working toward certification according to Policy # 4113.15.
4. Secondary religion teachers are certified or are working toward certification according to Policy #4113.2.

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

Adopted 5/89  
Reviewed 8/95, 8/05  
Revised 8/00, 8/10, 8/14 5/15



## 4113.15

□	ELEMENTARY	█	POLICY
□	SECONDARY	□, █	REGULATION
█	BOTH		

### PERSONNEL

#### **TEACHERS OF RELIGION – ELEMENTARY**

Teachers of Religion in the schools of the diocese must achieve Advanced Certification in the teaching of religion from the Office of Religious Education and Catechesis. Beginning teachers or those new to the diocese will be given a period of five (5) years in which to acquire this certification.

A teacher new to teaching religion must have acquired Introductory Certification (Course I) before beginning his/her second year of teaching religion in the schools of the diocese. At the beginning of the fourth year of teaching religion, all teachers of Religion must have acquired Basic Certification (40 hours total) before being contracted to teach religion in the schools of the diocese. At the beginning of the sixth year, all teachers of Religion must have acquired Advanced Certification before being contracted to teach religion in the schools of the diocese.

Teachers who possess a bachelor's or advanced degree in religious education, theology, or related subjects, shall be considered to possess Advanced Certification solely by reason of such education.

The religion teacher must maintain Advance Certification by attending classes, lectures, in-services, or institutes of six (6) contact hours in the area of religion or the teaching of religion every two years.

Teachers of Religion can be given credit toward certification or renewal for attendance at classes, workshops, or institutes taken under the auspices of an organization or school other than the Office of Religious Education and Catechesis. Hours for such attendance shall be determined by the Office of Religious Education and Catechesis.

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

Adopted 5/80  
Reviewed 2/81, 5/89, 8/10, 5/15  
Revised 10/91, 8/95, 8/00, 8/05





## 4113.2

□ ELEMENTARY  
□ SECONDARY  
■ BOTH

■ POLICY  
□, REGULATION

### 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 the Catholic School 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 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 religion teacher has not had student teaching, this requirement may be met by one semester of supervised teaching 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.



## 4113.2 (Cont'd)

□ ELEMENTARY  
□ SECONDARY  
■ BOTH

■ POLICY  
□, REGULATION

### PERSONNEL

#### **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.

#### **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 Office of Religious Education and Catechesis related to the areas of theology, religious education studies.



**4113.2(Cont'd)**

□	ELEMENTARY	■	POLICY
□	SECONDARY	□ <sub>r</sub>	REGULATION
■	BOTH		

**PERSONNEL**

**VI. Part –time High School Religion Teachers Certificate Renewal**

In order to renew the certificate, a **part-time** teacher must fulfil 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, 8/10, 5/15  
Revised 10/91, 8/95, 8/00, 8/03, 8/05



## **4117.0**

□	ELEMENTARY	■	POLICY
□	SECONDARY	□ <sub>r</sub>	REGULATION
■	BOTH		

### **PERSONNEL**

#### **EVALUATION OF STAFF**

All 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 guideline 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, 5/15  
Revised 5/89, 8/05, 8/80,

**DIOCESE OF COLUBUS OFFICE OF CATHOLIC SCHOOLS**

**GRIEVANCE FORM**

Name of Grievant \_\_\_\_\_

Name of School \_\_\_\_\_

Type of Grievance      Church Teaching Grievance \_\_\_\_\_ Standard Grievance \_\_\_\_\_

Article(s) and Sections(s) Grievied-  
\_\_\_\_\_

Nature of Grievance and Dates of the Alleged Violations (attach any appropriate memos, narratives, etc)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Remedy Requested \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Grievant \_\_\_\_\_ Date \_\_\_\_\_

Signature of Association/Building Representative \_\_\_\_\_

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

Response by the  
Principal \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of the Principal \_\_\_\_\_  
Date \_\_\_\_\_

**LONG-TERM  
LEAVE OF ABSENCE FORM**

\_\_\_\_\_  
Name: (Last) (First) (Maiden)

\_\_\_\_\_  
ADDRESS: CITY

CURRENT POSITION: \_\_\_\_\_

SS#: \_\_\_\_\_

DATE OF BEGINNING OF LEAVE: \_\_\_\_\_

ANTICIPATED DATE OF RETURN: \_\_\_\_\_

**REASONS FOR LEAVE**

\_\_\_\_\_ HEALTH (Please Specify) \_\_\_\_\_

\_\_\_\_\_ SPECIAL (Please Specify) \_\_\_\_\_

\_\_\_\_\_ CHILD REARING LEAVE: \_\_\_\_\_

\_\_\_\_\_ CONTINUING EDUCATION

\_\_\_\_\_ ADOPTION OR PATERNITY

\_\_\_\_\_ MILITARY

\_\_\_\_\_ JURY DUTY

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  
Revised 7/02  
School Personnel File

**DIOCESE OF COLUMBUS – OFFICE OF CATHOLIC SCHOOLS**

**TERMINATION OF EMPLOYMENT  
FOR SCHOOL ADMINISTRATORS AND TEACHERS K-12**

Name: \_\_\_\_\_ (Last) \_\_\_\_\_ (First) \_\_\_\_\_ (Maiden)

ADDRESS: \_\_\_\_\_ CITY \_\_\_\_\_ ZIP \_\_\_\_\_

SS#: \_\_\_\_\_ POSITION: \_\_\_\_\_

DATE OF INITIAL EMPLOYMENT: \_\_\_\_\_ DATE OF TERMINATION: \_\_\_\_\_

DATE OF LAST PAY: \_\_\_\_\_

THE REASON(S) FOR TERMINATION

- |                          |                               |              |
|--------------------------|-------------------------------|--------------|
| DISCHARGED BECAUSE OF:   | VOLUNTARY QUIT BECAUSE OF:    | OTHER:       |
| ___ IMPROPER ATTITUDE    | ___ CHANGE OF RESIDENCE       |              |
| ___ WITHOUT NOTICE       |                               |              |
| ___ UNSATISFACTORY WORK  | ___ DISSATISFACTION WITH WORK | ___ LEAVE    |
| ABSENCE                  |                               |              |
| ___ INSUBORDINATION      | ___ PERSONAL REASONS          | ___ MILITARY |
| OBLIGATION               |                               |              |
| ___ ABSENTEEISM          | ___ PREGNANCY                 | ___          |
| TRANSFERRED              |                               |              |
| ___ MISCONDUCT           | ___ RETURN TO SCHOOL          | ___ CONTRACT |
| TO RENEWED               |                               |              |
| ___ TARDINESS            | ___ VOLUNATRY RETIREMENT      | ___ OTHER    |
| ___ FALSIFIED EMPLOYMENT | ___ ACCEPT OTHER EMPLOYMENT   |              |
| APPLICATION              | ___ PHYSICAL CONDITION        |              |
| ___ VIOLATING DIOCESAN   | ___ DOMESTIC CIRCUMSTANCES    |              |
| AND/OR SCHOOL POLICY     | ___ VOLUNTARY                 |              |
| ___ WAGE DISPUTES        | ___ VESI                      |              |

Explain reason(s) for termination of employment: \_\_\_\_\_

PREVIOUS WARNING: 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: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINCIPAL'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

NOTE: This form must be mailed to the Diocesan Office of Catholic Schools and also the Diocesan Insurance Office 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  
Diocesan Insurance Office

Revised 10/12





**6112.0**

- ELEMENTARY
- SECONDARY
- BOTH

- POLICY
- REGULATION

**INSTRUCTION**

**CLASS SIZE**

Class size is 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. In such cases, the superintendent will talk with the principal and pastor and encourage, based on the situation a full or part-time aide be added.

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

Adopted 5/81  
Reviewed 6/90, 8/97, 8/02, 8/12  
Revised 8/07, 5/17,

### **Academic Credit Conversion Chart**

Semester Hrs.	Quarter Hrs.	CEUs
1/3	0.5	1
2/3	1.0	2
1	1.5	3
1 1/3	2.0	4
1 2/3	2.5	5
2	3.0	6
2 1/3	3.5	7
2 2/3	4.0	8
3	4.5	9
3 1/3	5.0	10
3 2/3	5.5	11
4	6.0	12
4 1/3	6.5	13
4 2/3	7.0	14
5	7.5	15
5 1/3	8.0	16
5 2/3	8.5	17
6	9.0	18
7	10.5	21
8	11.0	24
9	13.5	27
10	15.0	30
11	16.5	33
12	18.0	36
13	19.5	39
14	21.0	42
15	22.5	45
16	24.0	48
17	25.5	51
18	27.0	54
19	28.5	57
20	30.0	60
21	31.5	63
22	33.0	66
23	34.5	69
24	36.0	75
25	37.5	75
26	39.0	78
27	40.5	81
28	42.0	84
29	43.5	87
30	45.0	90

Note: Please refer to the Licensure and Professional Development Guidelines for detailed information about CEU credits. The Diocesan Department for Education website is [www.cdeducation.org](http://www.cdeducation.org)

**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- DAYS TO HOURS**

COACE and the Diocese agree to review the Agreement regarding the change from days to hours of instruction after specifics of the State Law are available.

## **APPENDIX TO THE 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.

## **ADDENDUM TO ARTICLE 7**

*The Diocese of Columbus and COACE agree to add the following language at Article 7, Section 1, paragraph I. This addendum is made because the language herein was inadvertently not included in Article 7 when the Agreement was executed by the parties. This added language is as follows:*

- 7.1 The school shall insure that the following accommodations are made to teachers in order to insure a satisfactory teaching environment:
  - I. One room, suitably furnished and vented, shall be reserved for use as a workroom for faculty and staff. This workroom shall be reserved for 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.

