

COLLECTIVE BARGAINING AGREEMENT

between

FEDERATION OF CATHOLIC TEACHERS

and

JOHN S. BURKE CATHOLIC HIGH SCHOOL AND MIDDLE SCHOOL

September 1, 2022 to August 31, 2025

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This Agreement is entered into this 9th day of January 2023, at Goshen, New York, between JOHN S. BURKE CATHOLIC HIGH SCHOOL AND MIDDLE SCHOOL, its successors and assigns, hereinafter referred to as "Employer" and the FEDERATION OF CATHOLIC TEACHERS/OPEIU LOCAL 153, hereinafter referred to as "Union" or Federation of Catholic Teachers. The parties hereby agree as follows:

WITNESSETH:

WHEREAS, the Employer operates a Catholic high school and Middle School in Goshen; and

WHEREAS, the Union has been certified by the New York State Public Employment Relations Board and is recognized by the Employer as the exclusive representative of the lay faculty members of the school for the purposes of collective bargaining; and

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

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

WHEREAS, the Union and its members recognize the uniqueness of the Employer in that it is a Roman Catholic school committed to provide education within the framework of Catholic principles and that nothing in this Agreement shall be construed as interfering in any way with the Principal of the School or the officers, directors or Members of the Employer's Board of Trustees in carrying out their functions and duties that are canonical, ecclesiastical or religious in nature; and

WHEREAS, the Union and its members further recognize that the functions and duties referred to hereinabove are not subject to the grievance provisions of this Agreement. (This clause is not intended in any way to deny the use of existing appeal procedures to ecclesiastical authorities. In the spirit of this Agreement, a principal of the school where practicable, shall give notice to a faculty member considered to be acting in violation of church doctrine.)

WHEREAS, the Employer recognizes the importance and contributions of lay teachers employed by the school.

NOW, THEREFORE, IN CONSIDERATION OF THE FOLLOWING MUTUAL COVENANTS, it is hereby agreed as follows:

**ARTICLE 1
STATEMENTS OF POLICY**

A. The Employer has and retains the inherent and sole right to administer the school.

B. The Employer reserves all rights to administer the school except those specifically yielded by the terms and conditions of this Agreement.

C. The Principal of the School, as representative of the Employer, reserves all statutory and inherent management rights, powers, prerogatives and authorities that it had prior to the signing of this Agreement except those specifically abridged, delegated, granted or modified by this Agreement. By way of illustration, but not by way of limitation of those reserved rights, the Employer retains the right to reprimand, suspend, discharge or otherwise discipline employees; retains the rights to manage the operations of the school; to change, alter, substitute, replace, add to or eliminate processes or procedures; to select, train and direct the faculty in accordance with the requirements determined by management; to determine and from time to time redetermine the number and classes of faculty to be employed; to establish jobs and readjust or eliminate existing jobs; to establish and change schedules or work assignments; to hire, train and supervise the faculty; to make rules governing the conduct of faculty, provided said rules are not inconsistent with the terms of this Agreement. It is understood and agreed that, when a rule, regulation, policy or procedure is to be implemented in the school, the Principal will notify the Union in advance in order to provide the Union with reasonable time to meet and discuss said rule, regulation, policy and/or procedure, if it so requests, prior to implementation.

D. The parties to this Agreement acknowledge that all negotiable items have been discussed during the negotiations leading to this Agreement and further agree and understand that throughout the period of time prior to reopening of negotiations as provided for herein below, negotiations will not be reopened on any item or issue, whether contained herein or not, and whether discussed during negotiations or not.

E. The Union and the Employer acknowledge that the terms of employment of faculty members in the school are subject to the American with Disabilities Act and all other statutes governing non-discrimination in employment, work place safety matters governed by the Occupational Safety and Health Act and all other applicable legislation, governmental regulations or judicial determinations. In the event that the Employer, in order to comply with the aforesaid legislation, regulations or judicial determinations intends to take action inconsistent with its obligations under this Agreement or which otherwise changes the terms and conditions of employment of a faculty member covered by this Agreement, it shall immediately notify the Union of said intent and shall provide the Union with an opportunity to meet and discuss such proposed change(s) prior to any such action. Absent agreement, either party may refer to arbitration, as provided for in Article 3 of this Agreement, the question of whether such action was necessary in order to be in compliance with said applicable legislation.

ARTICLE 2
DEFINITIONS: SCHOOL YEAR; SCHOOL DAY;
FULL-TIME FACULTY; PART-TIME FACULTY;
FULL-TIME DEPARTMENT CHAIRPERSONS;
SUBSTITUTE FACULTY MEMBERS

A. School Year and School Day Defined.

1. All faculty members covered by this Agreement shall be present and prepared for professional duties and other responsibilities or assignments at least ten (10) minutes prior to the beginning of the school day and at least twenty (20) minutes after the scheduled completion of the school day where the faculty member is employed during each week day.

(a) Except as otherwise provided for in this Agreement, the September 1st through June 30th normal school year shall be made up of a maximum of one hundred eighty (180) combined instructional and other professional days during which the faculty members are required to be in attendance.

(b) Absent the agreement of the faculty member(s) so assigned, a school shall not require a faculty member to report to the school on days prior to September 1st or after June 30th in any school year except when required to do so due to compelling and/or unforeseen circumstances. Such determination shall be subject to the provisions of Article 3 (Grievance Procedure). The scheduling of June Regents or School Examinations are acknowledged as not being either compelling or unforeseen.

(c) Should the school year and/or school day be lengthened pursuant to a directive of the Board of Regents, either party may reopen negotiations concerning a revised salary scale for said school year.

(d) Should the Employer determine that a faculty member(s) should report to the school on days prior to September 1st or after June 30th in any school year, it shall notify the Union in advance of the scheduled work days. Upon request of the Union, school and Union representatives shall meet and discuss such assignments in advance of the scheduled work days. Such notice and consultation shall not be required when the faculty member's(s') attendance is scheduled by mutual agreement.

(e) Effective September 1st and subject to the conditions listed below, teachers shall be paid 1/180th of their annual salary for each day or any part of any day on which a teacher is required to be present at school for any purpose. The following activities shall not be charged against the above cited total of 180 days:

- i. orientation of newly hired teachers; and
- ii. voluntary school visits in preparation for the start of the school year or other voluntary activities.

2. This Section shall not be effective should the school be required by applicable law and/or governmental regulation to extend the school year beyond the 180 days. In addition, this Section shall not apply to faculty members not employed as full-time classroom teachers or to such teachers otherwise engaged in athletics or other extra-curricular activities.

B. Full-Time Faculty Member.

1. A Faculty Member in the High School and Middle School, includes a non-teaching member of the professional staff covered by this Agreement (e.g. librarian, guidance counselor, etc.).

(a) Full-time High School and Middle School faculty members are employed on a five (5) day per week basis throughout the school year.

(b) High School faculty members have a regularly assigned daily schedule of five (5) teaching periods or their equivalent. Such teaching periods shall be in addition to the faculty member's personal preparation and lunch periods and also in addition to one (1) administrative period and/or homeroom assignment, if any.

(c) Middle School faculty members have a regularly assigned daily schedule of six (6) teaching periods or their equivalent, one (1) preparation period, one (1) administrative period and one (1) duty-free lunch period.

C. Full-Time Department Chairpersons.

1. Definitions:

(a) A Department Chairperson who is employed on a basis consistent with the above definition of a Full-Time Faculty Member but who is specifically relieved of one (1) or more teaching and administrative and/or homeroom periods in order to carry out his/her duties as Chairperson, shall likewise be deemed to be a Full-Time Faculty Member.

(b) If the Employer's official enrollment (New York State BEDS Report, October 15 of each academic year) is five hundred and fifty (550) or more students in the School, a designated Department Chairperson shall be assigned at least one (1) less teaching class (or substantially equivalent workload) per day than the other full-time members of his/her department.

2. In the event that such a reduced workload, in whole or in part, is not so scheduled, the Principal or his/her designated representative shall provide, the Union President and said Department Chairperson, a written description of the Chairperson's workload and an explanation of the reason(s) for said Chairperson's schedule. Should the Union propose alternate scheduling arrangements to the Principal's appeal mechanism, a representative of said Office shall review the feasibility of such changes and advise the Union of his/her determination.

3. In the event that the scheduling cannot be adjusted and said Department Chairperson must assume professional responsibility for a workload equivalent to the other full-time members of his/her department, said Chairperson shall receive additional salary equal to one-fifth (1/5) of his/her annual salary for that Academic Year. Said one-fifth (1/5) additional salary shall be for each additional class/professional duty assigned.

4. Any additional salary necessitated by the conditions, etc. noted above shall be in addition to the stipends noted in Article 18 of this Collective Bargaining Agreement.

D. Availability. Faculty members assigned Preparation Periods shall remain available for any assignments necessitated by unusual and/or non-recurring circumstances, including, but not limited to, class coverage and may be so assigned by the Principal.

E. Part-Time Faculty Members.

1. Definitions:

(a) A faculty member, as defined in Section B.1. above, who is employed throughout the school year and who:

- i. is employed on a basis of less than five (5) days per week and/or
- ii. has a regularly assigned daily schedule that is less than the schedule cited in Section B.1 above

(b) A part-time faculty member is covered by the terms of this Agreement except that:

- i. a part-time faculty member shall be paid on a pro-rated basis based on the number of periods taught in a cycle according to Article 19 (Provisions Relating to Salary) and shall receive all benefits and make premium contributions on a pro-rated basis.

- ii. It is further understood and agreed to that the pro-rating of a part-time faculty member's "Sick and Personal Leave," "Jury Duty Leave," and any other "leaves" shall be on a pro-rated basis on the number of periods taught in a cycle.
- iii. Discussions on additional applicable items shall be scheduled by the parties but shall not be subject to Grievance and Arbitration. Any agreement reached shall be reduced to writing and contained in side letters.
- iv. Every consideration shall be made to try to schedule classes for a part-time faculty member so that they are consecutive in either the morning or the afternoon.
- v. In the event that the schedule requires a teacher to be in the school for more periods than the number of teaching classes provided in the contract of employment, they shall be compensated for such periods.
- vi. If eligible and if said part-time faculty member wishes medical coverage, the cost of said coverage shall be pro-rated, except in the case of a 4/5 faculty member who will receive the same medical coverage at the same cost as a full-time faculty member.
- vii. Worker's Compensation Insurance and disability premiums shall be paid by the Employer in full.
- viii. If a part-time faculty member is appointed a chairperson of a department of two (2) or more members, said part-time faculty member will be credited/paid for an additional period/hour so that "department" work may be done.
- ix. Part-time faculty members shall have the option of either joining the Union or paying the Agency Shop fee.
- x. Proctoring assignments for January and June examinations shall be pro-rated (ex. a 3/5 faculty member shall be assigned only 3/5 of the proctoring of a full-time faculty member).

F. Substitute Faculty Members. A “substitute” faculty member who is employed on a full-time basis for a continuous period exceeding eight (8) calendar weeks or forty (40) scheduled school days, whichever period is of the longer duration, shall thereafter be employed as a full-time faculty member pursuant to the terms of this Agreement. The conversion date may be sooner, including the date of employment, by mutual agreement.

G. Handbook Committee.

1. The Employer agrees to establish two (2) Handbook Committees, one for the High School and one for the Middle School, each of which will include a Union delegate and one other Union faculty member. The Committees will provide input into teacher issues including:

- (a) Class management
- (b) Crisis management plans and school safety
- (c) Formulation of teacher handbook
- (d) New teacher training

(e) Updating of student handbook and other items mutually agreed upon by the Employer and the Handbook Committees.

2. It is agreed that the Committee members will hold an organizational meeting of the Committee on or before August 31 of each year.

H. Growth Committee. The Employer agrees to establish, in conjunction and cooperation with the Faculty, a Growth Committee to facilitate the exchange and communication of ideas related to the strategic growth of the School. It is agreed and understood that the Growth Committee will consist of three (3) members appointed by the Faculty and three (3) members appointed by the Administration. A Chairperson shall be appointed for an annual term and shall alternate between the Administration and Faculty with the first Chairperson appointed by the Administration. The Growth Committee shall meet quarterly outside of school hours and at such other times as determined by the Committee. The Growth Committee will meet with the Board of Trustees or the Board of Trustees Executive Committee at least twice per year to exchange and review progress of the School and review opportunities to grow the School.

ARTICLE 3 GRIEVANCE PROCEDURE

A. It is the declared intention of the parties to make a sincere and determined effort to settle all alleged grievances on a voluntary and informal basis and the specific limitation of this section to alleged violations of express terms and conditions of this Agreement is not intended to preclude discussion between the Union and the Employer at each level on matters of mutual concern.

B. Should there be an unresolved allegation of a violation of an express obligation under a term or condition of this Agreement, the complaining party shall submit to the other party a written statement describing said violation and citing the section of this Agreement by Article Number or Title Heading, which expressly contains the term or condition alleged to be violated. Such written statement shall be delivered within thirty (30) days of the act or condition giving rise to such alleged grievance, or the complaining party becoming aware of such act or condition, whichever is later, except in the case of the discharge for cause of a tenured teacher as referenced in Article 8. The grievance will be deemed waived, and the complaining party will be barred from filing a grievance unless the written statement is submitted to the other party within the above time frames. For purposes of this provision, the Union shall be deemed to have become aware of the act or condition at such time as the grieving teacher knew or should have known of such condition. Where the Employer is the grievant, it will be deemed to have known of such act or condition at such time as the Principal or Board of Trustees of the School knew or should have known of said act or condition. In no event may the grievance be submitted beyond one year after said act or condition occurred.

C. In the event that the alleged grievance by an individual teacher or the Union, the written statement shall be submitted to the Principal and/or his/her designee. If a grievance is made by the School, it shall be submitted to the President of the Union.

D. The submission of the written statement to the opposing party shall be deemed to be complete upon its delivery by email, fax, or three days after its deposit into a depository for first class mail maintained by the United States Post Office.

E. After delivery of the written notice, the parties shall select a date and time for a discussion of the alleged grievance within five (5) business days of the receipt of the submission. Such discussion may be had in person, by Zoom or similar audio/video conference service, or by conference call, with the Zoom option being preferred. Participants in these discussions may include: (a) for the Union: The Union President, and any member of the Grievance Committee of the Union, and (b) for the School: the Principal and his/her designee. The parties may, on mutual consent, agree to hold further discussions in an attempt to resolve alleged grievance.

F. In the event that discussions to resolve the alleged grievance fail, the matter may, within five (5) business days, be submitted by either party to the American Arbitration Association, for arbitration in New York City according to its Labor Arbitration Rules (including Expedited Labor Arbitration Rules), Labor Rapid Resolve Procedure,

Emergency Scheduling Procedures for Labor Disputes and Labor Documents only Procedures, amended and effective July 1, 2013 and January 1, 2019, and as such Rules may be further amended from time to time. Unless specifically treated otherwise herein, all rules and procedures set forth therein shall be followed by the parties in connection with the arbitration.

G. The decision of the Arbitrator shall be final and binding upon all parties, and the award of the arbitrator may be confirmed by any court having jurisdiction thereof. The fees and costs of the arbitration shall be shared equally by the parties.

ARTICLE 4 TENURE

A. 1. For purposes of this Agreement, tenure shall be defined as: "A guarantee given teachers that their employment shall continue so long as the services they render remains satisfactory and that the School shall follow a predetermined procedure if there is cause for dismissal".

2. Appropriate New York State Certification shall be defined as:

(a) High School Level: Adolescent 7 - 12; Education and/or academic subject areas for grades 5 - 9 or grades 7 - 12.

(b) Middle School Level: Appropriate 1 - 6 elementary or 7 - 12 academic subject certification.

B. 1. A full-time faculty member who as of June 30, 2022 and thereafter has completed four (4) consecutive complete school years and who has earned his/her Baccalaureate Degree and is offered reemployment in writing for a fifth or more year in the School shall be granted tenure.

2. A tenured teacher at the School who was granted tenure according to the provisions of this Article, and who does not possess a permanent/ professional New York State Certification, shall retain his/her tenured status on a year to year basis until he/she gains said certification provided he/she has earned at least six credits each year thereafter toward said certification.

3. Failure to earn said six credits for each school year shall cause a tenured teacher to be employed as a non-tenured teacher for the following school year and for each school year thereafter until the teacher has earned the total cumulative credits required herein or until the teacher has earned his/her appropriate certification, whichever occurs first, except that where a teacher is prevented from gaining said six credits in a year due to serious illness or other compelling reason, and requests a waiver in writing, he/she shall be entitled to such waiver, twice, provided he/she submits proper documentation in support of his/her request to his/her principal.

4. Should a teacher wish to request a waiver from this requirement other than as provided for in Paragraph "B3" above, he/she may do so in writing to the Principal. The Principal shall be under no obligation to grant such waiver.

5. A teacher who possesses a Master's Degree and is in the process of taking the New York State required exams shall be exempt from taking the six (6) credits necessary to maintain his/her tenure status for a period of one (1) year upon completion of his/her Master's Degree.

6. For purposes of this paragraph, the school year shall extend from September 1st through August 31st.

C. A teacher who will otherwise be eligible for tenure but whose status has reverted to that of a non-tenured teacher, as provided for in the above Paragraph and who gains said credits or is granted the appropriate New York State Certification before September 1st but after having been offered and having accepted employment as a non-tenured teacher, shall be deemed to be a tenured teacher for the school year following the gaining of said credits or certification provided said teacher gave written notice to the School prior to the time that he/she would earn said credits or said certification on or before the following September 1st.

D. Full-time faculty members who had been granted tenure under the Catholic High School Association/Lay Faculty Association collective bargaining agreement shall be granted tenure effective September 1, 2020.

E. A full-time faculty member who is assigned to teach courses in computer science, economics or other disciplines for which there is no New York State Certification and who possesses a Master's degree in his/her discipline and who has completed all course requirements to be eligible for New York State Permanent / Professional Certification, shall be deemed to possess such certification for such time as such certification is not issued by New York State. In the event that certification in his/her discipline is ultimately granted by the State, such faculty member shall be required to obtain such certification in order to retain his/her good reason status.

F. For purposes of this Article, cause shall mean willful or negligent action or inaction, failure to perform his/her duties, commission of a dishonest or wrongful act, and disregard for Employer policies and procedures. If it is asserted that the faculty member has been discharged or disciplined without cause, the individual faculty member and/or the Union shall have the right to utilize the provision set forth in Article 3 of this Agreement.

ARTICLE 5
LAYOFF DUE TO REDUCTIONS IN STAFF

The Employer specifically retains the right to lay off from employment faculty members covered by this Agreement due to the elimination of positions or for any other reason not in conflict with the express terms and conditions of this Agreement.

Where a position is eliminated, the Employer specifically retains the right and sole discretion as to which faculty member is laid off, provided, however, that where two (2) or more lay faculty members are employed in substantially identical positions by class level, academic program and subject area, the following order of layoffs will apply:

1. Teacher Who Volunteers
2. Non-Tenured Teacher
3. Tenured Teacher

In any situation where less than the full complement of tenured teachers within an academic department is reduced, layoff from within that group will be based on (a) competency (which shall be determined at the discretion of the Employer) and (b) seniority. However, it is expressly agreed that where competency is determined to be equal, seniority shall be the determining factor.

Whenever a faculty member is laid off pursuant to the provisions of this Article, the Employer shall make a considered attempt to reassign such faculty member in an area of competence.

**ARTICLE 6
ANNUAL AGREEMENT OF EMPLOYMENT**

A. It shall be the policy of the parties to this Agreement that where a faculty member and a Principal agree to renew the faculty member's annual contract of employment for the following year, the Principal shall offer the contract on or before May 1st, and the faculty member shall accept said annual contract on or before May 15th, unless the Principal and the faculty member mutually agree in writing upon an alternate date.

1. Should May 1st occur during the Easter Recess or on a Saturday or Sunday, the parties agree that individual Annual Agreement shall be offered to faculty members on the last school day before the recess and/or weekend begins.

B. A faculty member covered by this Agreement who does not return to his/her teaching position for the following year shall notify his/her Principal in writing not later than May 15th, or as otherwise mutually agreed upon by the faculty member and the Principal or his/her designated representative.

C. The Employer shall provide to the Union by June 1st a copy of all Annual Agreements of Employment entered into by the preceding May 15th for the following school year.

D. The Employer shall forward to the Union on or before October 30th of each school year, the names, addresses and, upon authorization of the teachers, home phone numbers, grades and/or subjects taught and email addresses of faculty members covered by this Agreement. In addition, the Employer shall submit to the Union a supplemental list by February 1st of each school year, listing the names with the same information required above for any teachers covered by this Agreement and newly hired after the submission of the October 30th mailing.

E. The employer shall provide electronically, if practicable, to the Union by no later than October 1st of each school year copies of the teachers' schedules (which shall include preparation periods and non-teaching duties).

F. Teachers' schedules for the coming school year shall be provided to each teacher on or about July 31st.

ARTICLE 7
TERMINATION AND NON-RENEWAL OF EMPLOYMENT OF NON-TENURED
TEACHER

A. The Employer may immediately terminate the employment of a non-tenured teacher.

B. Where a non-tenured teacher who has been employed for more than ninety (90) days is terminated, he/she shall be told that he/she may request and shall be given, upon request, a written statement of the reason(s) for termination.

C. The decision to terminate or not renew the employment of a non-tenured teacher shall not be subject to the Grievance Procedure provision of this Agreement.

ARTICLE 8
DISCHARGE FOR CAUSE OF A TENURED TEACHER

A. The Employer may suspend for cause, a teacher covered by this Agreement. A suspension for cause of a tenured teacher is subject to the provisions of Article 3 of this Agreement.

B. The Employer may discharge a tenured teacher for cause in the following manner only:

1. Where a tenured teacher is suspended without pay prior to discharge, a Notice of Discharge and a Statement of Charges shall be mailed or emailed to said teacher and a Notice of Discharge shall be mailed or emailed to the Union not later than ten school days after the first day of the suspension. In addition, during the same ten-day period the Employer will provide the suspended teacher with a written statement that states the reasons for the Employer's decision to suspend the teacher.

2. Where a tenured teacher is suspended with pay prior to discharge, a Notice of Discharge and a Statement of Charges shall be mailed or emailed to said teacher and a Notice of Discharge shall be mailed or emailed to the Union not later than thirty days after the first day of the suspension, except the time limit for said notice shall be extended until a final decision is made, where the validity of the charge is subject to an adjudication by a court of law.

3. If said Notice of Discharge and Statement of Charges are not mailed or emailed as required above in Section "B.1" and "B.2", said teacher shall be immediately reinstated, without prejudice to either party as to the suspension only, and records of said suspension shall be removed from the teacher's Performance File.

C. Within ten (10) days of receipt of said Notice of Discharge and Statement of Charges, the Union may, on behalf of the subject teacher, protest the discharge by submitting a written request by mail or email for a formal hearing, which shall be conducted as an arbitration pursuant to all the terms of Article 3 hereof. Should the Union not request a formal hearing in the manner described hereinabove within ten (10) school days of receipt of said Notice, the action of the Employer, as set forth in the written notice, shall take effect and shall not be subject to any further review or appeal procedures.

ARTICLE 9
SICK, PERSONAL AND FUNERAL LEAVE

A. All faculty members covered by this Agreement shall be granted twelve (12) sick and three (3) personal leave days with pay per year. Unused sick days may be accumulated for use as sick leave only, and not for use as personal leave, up to a maximum of sixty five (65) days. Wherever possible, requests for personal leave shall be made in writing and submitted to the Principal in advance of the date of said leave.

B. Sick leave may be used for a faculty member and/or family member's illness, injury or health condition and/or the care or treatment of the same. For purposes of this provision, family members shall include the following: (1) any individual whose close association with the employee is the equivalent of family; (2) child (biological, adopted, or foster child; legal ward, child of an employee standing *in loco parentis*); (3) grandchild; (4) spouse (current or former regardless of whether they reside together); (5) domestic partner (current or former regardless of whether they reside together); (6) parent; (7) grandparent; (8) child or parent of an employee's spouse or domestic partner; (9) sibling (including a half, adopted, or step sibling) and (10) any other individual related by blood to the employee.

C. Faculty members shall be entitled to receive payment at the rate of \$133.33 for each unused personal day that they accrue up to a maximum of \$400 per academic year.

1. Said payments shall be made in July of that school year to all eligible faculty members, provided they have fulfilled the terms of their annual contract of employment during the respective school year. In lieu of such payments, faculty members, at their option, may accrue said days in their sick leave bank as provided for above.

D. Teachers will be granted up to four (4) days bereavement leave with pay to attend appropriate service in the event of the death of an immediate family member. This includes: parents (in-law), spouse, children, brothers (in-law), sisters (in-law), grandparent (in-law), grandchild or a relative regularly residing in the immediate household. A funeral day will be allowed for other close relatives with the approval of the principal.

E. Community Sick Bank.

1. The school will establish a "Community Sick Bank" based on the voluntary donations of days made by lay faculty members.

2. Lay faculty members can donate up to one day per school year from their current year total of twelve (12) sick days. Such days must be donated by June 30th of each year for placement in the community sick bank for the following school year.

3. Lay faculty members who are afflicted with a catastrophic illness and who have exhausted their own sick bank can access up to twenty (20) additional paid leave days. If the Employer and the Federation of Catholic Teachers cannot agree on a person's "catastrophic illness," then the matter shall be submitted to arbitration under the rules of the American Arbitration Association.

4. Only one (1) request for such additional paid sick leave may be approved for a faculty member during his or her employment in the school.

ARTICLE 10 SABBATICAL LEAVE

A. A one (1) year sabbatical leave with half pay for professional advancement shall be granted once to tenured faculty members covered by this Agreement provided said faculty member has completed seven (7) consecutive full years of satisfactory teaching experience, and, provided further, that the faculty member's application for said leave is approved by the Sabbatical Review Committee. Said Committee, its members and its operating procedures are described herein below.

B. The Sabbatical Review Committee shall be composed of two (2) members and/or representatives of the Union and two (2) representatives of the Employer.

C. The Sabbatical Review Committee, in its discretion and in accordance with a selection process that it shall determine and publish, shall be authorized to approve one application from a member of the faculty covered by this Agreement each year.

D. Before the Sabbatical Review Committee may approve an application for sabbatical leave, the applicant must agree in writing to return to the school and rejoin the faculty for at least three (3) years. Should a faculty member fail to honor this commitment, he/she understands and agrees that the monies received while on sabbatical leave shall be considered as a debt, due and owing, on a pro-rata basis for that part of the three (3) year commitment that is not honored.

E. During the sabbatical period, the faculty member shall be permitted to remain on the Employer's group medical plan provided he/she pays the full premium cost.

ARTICLE 11 JURY DUTY

A. A regular part-time and full-time faculty member who is summoned to and reports for jury duty shall be paid by the school an amount equal to the difference between the amount of wages the faculty member otherwise would have earned by working for the school on that day and the daily jury duty fee paid by the court, if any, for each day on which he/she reports for or performs jury duty and on which he/she otherwise would have been scheduled to work for the school. The school's obligation to pay an employee for jury duty is limited to a maximum of two weeks' pay (covering a maximum of ten (10) school days only) in any one (1) year period. In order to receive payment, an employee must give the school prior notice that he/she has been summoned for jury duty within twenty-four (24) hours or as soon thereafter as possible. The faculty member shall, in the first instance, request an adjournment to outside of the school year.

B. Faculty members, where possible, when they are on jury duty and are excused for the day before 12 o'clock noon, will return to their professional assignments for the remainder of the school day.

C. Where a faculty member is required to fulfill a jury duty assignment, he/she shall submit to his/her Principal a certificate signed by the Clerk of the Court showing the hours of duty actually assigned in order to be eligible for paid leave during such time.

ARTICLE 12
MILITARY LEAVE

A. A faculty member may request and shall be granted a leave of absence for reason of military service in accordance with the applicable public law. Teachers on military leave will be paid the difference between their regular salary and their military compensation for a maximum of two (2) weeks annually. Military orders must be presented to the Principal upon receipt.

ARTICLE 13 HEALTH LEAVE

A. Upon written request, a faculty member who has completed three (3) or more consecutive full years of professional assignments in the school shall be entitled to an unpaid leave of absence due to a disability for up to one (1) year, provided the faculty member submits a statement from his/her physician attesting to the existence of a disability requiring such a leave of absence. A faculty member who has completed fewer than three (3) years of professional experience in the school shall be entitled to an unpaid leave of absence due to a disability for up to one (1) year in the school provided it does not present an undue hardship for the school and if the faculty member submits a statement from his/her physician attesting to the existence of a disability requiring such a leave of absence. While on such leave of absence, said faculty member shall not receive credit for tenure or for salary increment purposes or be eligible for any other benefits provided for under this Agreement except as stated in Article 19, Section A.2.

B. A faculty member who has been granted a leave of absence according to Section A above may file a written request at least thirty (30) days prior to the expiration of said leave of absence for a one year extension of said leave but it is understood and agreed that the school shall not be under any obligation to grant said extension. However, in the event that a faculty member who requests such an extension is eligible for and is receiving Disability Insurance or Worker's Compensation Insurance benefits beyond one (1) year, the request for said additional one (1) year extension shall be granted.

C. For all other faculty member requests for a leave because of a personal serious health condition, the school shall comply with applicable law.

D. A teacher may apply for and shall be granted an unpaid leave of absence of up to twelve (12) weeks in accordance with the current provisions of the Family and Medical Leave Act. In order to be eligible for such leave, a teacher must have been employed for one (1) year and have worked for the school at least 1,250 hours in the prior year.

The school will maintain the teacher's health plan for the duration of the FMLA Leave. Teachers are responsible for their semi-monthly contribution.

**ARTICLE 14
CHILD REARING LEAVE**

A. A faculty member shall, with a written request, upon the birth, adoption or foster placement of a child be granted a leave of absence without pay for a period of up to twelve (12) months, effective as of the date of the birth, adoption or foster placement of a child, according to the following conditions:

B. In the event of adoption or foster placement, the faculty member informs the school of his/her intention as soon as the decision to adopt or care for a child is made, and no later than the date that the adoption or foster placement application is formally submitted. In the event of an impending birth, the faculty member must inform the school of a desire to take leave at least three months prior to the anticipated birth date. In determining the effective date of said leave and the date of return from said leave, the faculty member shall, to the extent practicable, take into account the needs of the school. Where the faculty member's leave is scheduled to expire during the school year, the faculty member and/or school shall have the right to extend the leave until the start of the following semester or school year.

C. At the time of said leave, the faculty member shall continue to be eligible for coverage under the school's health insurance plan according to Article 19, Section A.2., for a period of up to three (3) months, on the same terms and conditions that then exist. Such entitlement shall continue to be available to the faculty member for the remainder of the leave at the faculty member's option and expense. Except as provided for in this Section, said faculty member shall not accrue or be entitled to salary, step increases, or any other entitlements, benefits or tenure credits during said leave.

D. Upon the request of the Employer, the faculty member shall submit documentation concerning the birth, adoption or foster placement of a child.

E. Faculty members shall be eligible for paid family leave benefits under the New York State Paid Family Leave Law in accordance with the law and any regulations promulgated under it.

ARTICLE 15
UNION DUES/AGENCY FEE CHECK-OFF

A. Upon receipt of a signed Authorization Form from a teacher, a copy of which is attached hereto as Appendix "B," the Employer shall make a deduction from the teacher's salary on each pay period of the amount certified to the Employer by the Union. Such amounts shall be forwarded by the 10th day of the following month to the Treasurer of the Union at an address furnished to the Employer by the Union. Payments under this paragraph made more than two months after they are due shall include a \$35.00 late charge for each month payment is made beyond two months.

B. The Employer shall forward to the Union with each month's payment a listing of the teachers for whom dues/agency fees have been deducted and the amount so deducted, an indication of whether the amount deducted is union dues or agency fee, and an indication of whether the teacher is full-time or part-time. Each month's list shall include any changes and an explanation of said changes to the previous month's list. For example, teachers newly hired, teachers on leave, name changes, etc.

C. The Employer must notify the Union within 30 days of the date a new teacher starts his/her classroom assignment. Included in the information will be the teacher's full name, home address, and email address.

D. The Employer assumes no responsibility for the propriety of the deduction or the application of the funds, and the Union hereby agrees to indemnify and hold the Employer harmless for any expenses or liability that shall arise out of or in connection with the Employer's action in complying with this Article.

**ARTICLE 16
FACULTY MEMBER'S OBLIGATION TO
PARTICIPATE IN SCHOOL FUNCTIONS**

- A. The Teacher agrees to participate in all regular school functions, such as:
1. School-Day Faculty Meetings,
 2. Parent-Teacher Conferences (1 per semester),
 3. Back-to-School Nights (1 per year),
 4. Department Meetings (during school hours),
 5. Open Houses,
 6. School-Day Assemblies and Liturgies,
 7. Baccalaureate Mass and Dinner,
 8. Commencement Exercises.

Mandatory dates are to be provided to the faculty on the first day of the school year. Faculty is encouraged to participate in Awards ceremonies, and other similar activities based upon their availability.

ARTICLE 17
STIPENDS FOR DEPARTMENT HEADS

A. All persons designated as Department Chairpersons at the High School level shall receive a stipend for the position at the annual rate of \$1,200 and teach an average of five (5) periods per day; or twenty-five (25) per week; or thirty (30) per six (6) day cycle.

B. All persons designated as Department Chairpersons at the Middle School level shall receive a stipend for the position at the annual rate of \$1,200 and teach an average of six (6) periods per day; thirty(30) per week; or thirty-six (36) per six (6) day cycle.

**ARTICLE 18
PROVISIONS RELATING TO SALARY**

A. Faculty members employed by the Employer as of the date of this Agreement and thereafter shall be paid on a semi-monthly basis, on a twelve (12) month basis.

1. Effective September 1, 2022, a lay faculty member's then current base salary shall be increased by four (4) percent.

2. Effective September 1, 2023, a lay faculty member's then current base salary shall be increased by four (4) percent.

3. Effective September 1, 2024, a lay faculty member's then current base salary shall be increased by four (4) percent.

B. It is agreed that with respect to new hire rates of pay, the Employer shall not set a new hire's rate at a rate below the then lowest existing rate for the applicable educational level. For example, if the new hire has a Bachelors or Masters degree, they shall not be paid less than the then lowest current base rate paid to a current faculty member with same degree.

C. The Employer agrees that, if during the term of the Agreement, should enrollment reach 550 or more students (measured at mid-term) it will in the first year such event happens make a one-time lump sum bonus payment of \$2,000 to all teachers on payroll as of June 30th of that school year. Such payment shall be made no later than June 30 of the school year. In addition, it is agreed that during the term of this Agreement should the School's finances improve such that the annual operating budget has a net positive end of year balance, the School will create a fund ("Gain Share Bonus") to be allocated to the following priorities: (1) a faculty and administration bonus pool; (2) deferred maintenance and (3) the funding and replenishment of a reserve fund. The Growth Committee shall make a non-binding recommendation to the Board of Trustees as to the proportion of distribution of funds between items (1), (2) and (3). For clarity, it is understood that donations for Capital Improvements, such as property and equipment, are specifically excluded from the operating budget calculations of the school. Donations for Capital Improvement and their related projects will be disclosed to the Growth Committee.

D. A tenured lay faculty member teaching in the High School who teaches an additional High School or Middle School class beyond the five (5) classes or thirty (30) per six (6) day cycle required to be taught for full-time lay faculty members shall receive a twenty (20%) percent increase in his/her base salary for the academic school year. A non-tenured lay faculty member teaching in the High School who teaches an additional High School or Middle School class beyond the five (5) classes or thirty (30) per six (6) day cycle required to be taught for full-time lay faculty members shall receive a ten (10%) percent increase in his/her base salary for the academic school year. It is agreed that tenured teachers who have the necessary experience where a sixth (6th) or seventh

(7th) class will be offered will be given the first option to teach such class. If there are two or more eligible tenured teachers, date of hire shall control.

E. A tenured lay faculty member teaching in the Middle School who teaches an additional High School or Middle School class beyond the six (6) classes or thirty-six (36) per six (6) day cycle required to be taught for full-time lay faculty members shall receive a twenty (20%) percent increase in his/her base salary for the academic school year. A non-tenured lay faculty member teaching in the Middle School who teaches an additional High School or Middle School class beyond the six (6) or thirty-six (36) per six (6) day cycle required to be taught for full-time lay faculty members shall receive a ten (10%) percent increase in his/her base salary for the academic school year.

F. It is agreed that tenured teachers who have the necessary experience where a sixth (6th) or seventh (7th) class will be offered will be given the first option to teach such class. If there are two or more eligible tenured teachers, date of hire shall control.

ARTICLE 19 FRINGE BENEFITS

A. Health Insurance.

1. The Employer participates in a group health insurance program for faculty members and agrees for the life of this Agreement to continue to participate in the same and/or comparable plan for those faculty members eligible for such benefit provided that a faculty member completes all required enrollment materials and in the case of employee contributions agrees to the deduction of such contribution from their pay check of their portion of the premium expense. The current employee contribution rate shall be nine percent (9%) of the premium charged to the Employer.

If, during the life of this Agreement, the amount of premium paid by all other non-bargaining unit employees of the Employer changes, such changes shall be deemed incorporated in this Article with respect to all lay faculty members, notwithstanding any other provision herein.

Upon written request by the Union, the Employer shall provide a copy of the premium cost sheet showing the premium it is charged by the group health insurance program.

2. A faculty member who has been granted a childcare leave of absence, and/or who is receiving disability insurance benefits pursuant to New York State Disability Insurance Law, or who is receiving Workers' Compensation Insurance benefits, shall have his/her Health Insurance coverage continued for up to the first three (3) months of the Child Care and/or Health Leave granted pursuant to the provisions of all applicable articles in this Agreement, or up to his/her date of termination, whichever occurs first. Should said faculty member wish to continue his/her coverage in the above mentioned Plan beyond the said three (3) month period, he/she may do so provided he/she pays the school, monthly and in advance, the premium costs in accordance with applicable law, and, provided further, in accordance with applicable law, that he/she is eligible for such continued coverage according to the terms of said insurance plans.

3. Faculty members who retire with at least ten (10) consecutive years of teaching in the school, and who retire prior to being eligible for Medicare insurance coverage, pursuant to the terms of the Medical Plan, shall be eligible to continue their coverage under the then existing Medical Plan(s) at their own expense.

Unless otherwise mutually agreed to by the parties to this Agreement and approved by the Plan Administrator, such coverage shall be discontinued at such time as a faculty member attains the age of sixty-five (65) or who otherwise becomes eligible, at an earlier date, for Medicare coverage.

A participating retiree shall be required, as a condition of continued coverage, to make premium payments at least two (2) months in advance to the school. Failure to make such payment shall result in an automatic discontinuation of coverage as of the first day of the month for which premiums have not been received. Such

discontinuance of coverage for non-payment of premiums shall not be subject to appeal pursuant to Article III or any other provision of this Agreement.

B. Group Life Insurance and Accidental Death and Dismemberment Insurance.

The Employer will provide life insurance coverage equal to the annual rate of pay for a full-time and regular part-time faculty member. As stated in said faculty member's Contract of Employment, said faculty member's coverage under the Accidental Death and Dismemberment provisions of such plan shall be two times the amount of life insurance coverage. The terms of the insurance policy referred to in this Section, including subsequent amendments if any, shall control all determinations as to eligibility and entitlements and are not incorporated into this Agreement.

C. Disability Insurance.

1. According to New York State Disability Law, a teacher temporarily disabled for more than seven (7) consecutive days is entitled to a benefit of one-half of his/her weekly salary (up to a maximum weekly benefit of \$170.00 per week). This may be paid for up to a total of 26 weeks of each disability but not more than 26 weeks in any 52 consecutive week period.

The first seven (7) days of any disability are an uncompensated waiting period allowed by law. Teachers may use sick/personal leave to cover this period. As soon as the disability insurance becomes effective, the school will supplement the insurance so that in total the employee will receive full salary for up to a total of 13 weeks of the disability during any 52 consecutive week period. The school pays for this insurance policy in full.

2. Full-time and regular part-time faculty members employed in the school pursuant to a contract of employment shall be covered by the terms of a long-term disability plan that provides 65% of salary for the period of the disability. The terms of the long-term disability plan, including subsequent amendments, if any, shall control all determinations as to eligibility and entitlements and are not incorporated into this Agreement. The school shall pay the full cost for this coverage.

D. Pension Plan.

1. The pension plan currently in effect and available to the faculty members covered by this Agreement will remain in effect except as hereinafter provided.

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

E. Credit Union.

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

F. Tax-Deferred Annuity Accounts.

The Employer agrees to maintain a Tax-Deferred Annuity Program. Faculty members who desire to participate in such program shall be permitted to do so according to the terms and conditions of said program.

The Employer agrees that, if during the term of the Agreement, should enrollment reach 500 or more students (measured at mid-term) it will in the first year such event happens make a one-time match of up to \$500 contributed by each teacher.

G. Flexible Spending Account.

Effective September 1, 2019, provided at least 35% of regular full-time employees elect to participate in such program, a Flexible Spending Account Program shall be made available according to the terms and conditions of said program.

H. Retirement Bonus.

The Employer shall pay a retirement bonus of \$10,000 to those teachers with thirty (30) or more years of experience with the Employer at the time of retirement who retire as of June 30, 2023..

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

**ARTICLE 20
UNION ACTIVITIES**

A. A Union notice may be posted, at the discretion of the Employer, on the school's bulletin board provided the notice is submitted in advance to the Employer or his designee. Permission to post official notice of Union business shall not be unreasonably denied. Notices limited to date, time and place of Union meetings may be posted without permission.

B. Union officers may visit the school during the school day provided said officers and representatives request in advance and receive from the Employer permission to visit the school at a time and under such conditions as the Employer may stipulate. Said permission shall not be unreasonably denied.

C. Up to two teachers from the school shall, upon written request to the Employer, be granted a leave of absence for the purposes of performing duties as officers or employees of the Union. Said leave of absence shall remain in effect as long as said teacher(s) remain officers or employees of the Union. It is agreed that in all instances such leaves will conform to the school year.

D. Said leave shall be on a full-time basis and shall be without pay. Teachers granted such leave shall be permitted to continue their health insurance coverage as provided for in this agreement at their own expense provided that such coverage is permitted by the insurance carrier. The Principal shall recommend to the Board of Directors of the Pension Plan and to the administrators of the Tax-Deferred Annuity Plan that teachers granted said leave, and who participate in such plans, be permitted to continue their participation at their own expense.

ARTICLE 21
FACULTY PERFORMANCE FILE

A. A faculty member shall be permitted, upon written request, to review his/her Performance File and shall be permitted to submit a written rebuttal to any material in his/her file. The School agrees that a parent letter shall not be the basis for disciplinary action unless the teacher has had an opportunity to review the letter either through his/her review of the personnel file or by the School's provision of a copy of the letter to the teacher.

ARTICLE 22
OBLIGATIONS OF THE FACULTY
MEMBERS AND OF THE UNION

A. During the term of this Agreement, each faculty member covered by this Agreement agrees faithfully to do and perform all duties and obligations under the terms and conditions of employment contained herein and to observe the rules, regulations, policies, and procedures prescribed by his/her Principal and by the Employer.

B. There shall be no strike, sympathy strike, slowdown, refusal to work, job action or any type of concerted action on the part of faculty members during the term of this Agreement.

C. The Union undertakes and acknowledges its obligation to do all in its power to prevent any such attempt, effort or action referred to above, and pledges to cooperate fully with the Employer to carry out the intent of this Article.

D. Demonstrations in connection with the Mass.

1. No demonstrations may be held from 45 minutes before, during or until 15 minutes after a Mass is celebrated at the School or at any other church where such celebration is on behalf of the School.

2. The ban on demonstrations from 45 minutes before, during and up until 15 minutes after a Mass applies beyond the expiration of this Collective Bargaining Agreement. The Union pledges to cooperate fully with the Employer to carry out the intent of this Article, including not encouraging or endorsing demonstrations at Mass in violation of this provision by others.

**ARTICLE 23
TUITION ASSISTANCE FOR CHILDREN
OF LAY FACULTY MEMBERS**

A. Effective September 1, 2019, children of full-time faculty members who are enrolled as students at the School will not be charged tuition.

ARTICLE 24
LAY FACULTY SUBSTITUTIONS

A. It is understood that the Principal has, in his/her sole discretion the unlimited right to assign lay faculty members covered by this Agreement in substitution for those faculty members who are absent, or excused by the Principal. The parties agree that, to the extent possible:

1. Substitution assignments of lay faculty members shall be made on an equitable basis among those lay faculty members who have preparation or lunch periods scheduled during the time period during which the assignment is made.

2. To the extent practicable in the school according to its normal school day schedule, substitution assignments shall be made in such a manner so as to provide each lay faculty member with an average of one full preparation period (outside of lunch) during each normal school day.

3. Effective September 1, 2022, full-time faculty members shall be paid \$300 annually for the fulfilment of all coverage assignments. Such payment shall be made to faculty members employed as of June 30th of each year within thirty (30) days thereafter.

4. Part-time lay faculty members shall not be assigned substitutions before their first of after their last teaching period.

ARTICLE 25
CONFORMITY TO LAW-SAVING CLAUSE

A. If any provision of this Agreement is or shall at any time be contrary to law, then said provision shall not be applicable or performed or enforced, except to the extent that is permitted by law.

B. In the event that any provision of this Agreement is or shall be contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE 26 RECOGNITION

A. The Employer agrees to recognize the Union as the sole collective bargaining representative for all full-time and regular part-time lay faculty members employed by the Employer as specified in the Certification by the New York State Public Employment Relations Board Number CU-6420.

B. All employees specified in the Certification by the New York State Public Employment Relations Board Number CU-6420 and all work performed by those employees shall be covered by this Agreement.

C. The Union acknowledges that Administrative Employees, including the Principal, Assistant Principal and deans, are excluded from the collective bargaining unit, are not subject by the terms of this Agreement, and are permitted to teach up to three (3) classes each semester. For purposes of this Agreement "Administrative Employee" excluding office clerical is defined as a school employee for whom classroom instruction constitutes less than a majority of his/her regular weekly responsibilities.

ARTICLE 27
DURATION

A. This Agreement shall be effective as of September 1, 2022 and shall continue in full force and effect up to and including August 31, 2025 except where the parties mutually agree in writing to an extension of this Agreement. Parties seeking revision of one or more terms and conditions of this Agreement shall notify the other party in writing between April 1 and April 15, 2025. In the event that such notice is issued and received by Certified Mail, the parties agree to begin negotiations on or about May 1, 2025.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement of this 3rd day of April, 2023.

JOHN S. BURKE CATHOLIC HIGH SCHOOL AND MIDDLE SCHOOL

By: JR Della, President 5/15/2023
James Clark, Principal 5/15/2023

FEDERATION OF CATHOLIC TEACHERS

By: Joanne Perrotta