

Collective Bargaining Agreement

between

**FEDERATION
OF
CATHOLIC TEACHERS**

and

**ASSOCIATION
OF
CATHOLIC SCHOOLS**

September 1, 2022 - August 31, 2025

Blank Inside Front Cover

CONTENTS

Article	Title	Page
	Contract.....	1
W I T N E S S E T H.....		1
Article 1:	Recognition	2
Article 2:	Statements Of Policy.....	2
Article 3	Matters Not Contained In The Agreement.....	3
Article 4:	Past Practices.....	3
Article 5:	Grievance And Arbitration.....	3
Article 6	Annual Agreement Of Employment	5
Article 7:	Teaching Assignments.....	6
Article 8:	Classroom Evaluation	7
Article 9:	Teacher Performance File	8
Article 10:	Promotional Opportunities.....	10
Article 11:	Tenure.....	10
Article 12:	Termination and Non-renewal of Employment of Non-Tenured Teachers	15
Article 13:	Discharge For Cause of a Tenured Teacher	17
Article 14:	Definition Of School Day And School Year.....	18
Article 15:	Preparation Periods	19
Article 16:	Participation In School Functions.....	20
Article 17:	Coverages.....	20
Article 18:	Leaves	23
	1. Sick Leave.....	23
	2. Personal Leave.....	24
	3. Sabbatical Leave	24
	4. Academic Leave	25
	5. Leave for Child Related Illness	25
	6. Occupational Injuries.....	25
	7. Funeral Leave	26
	8. Military Leave.....	26
	9. Pregnancy Maternity Leave.....	26
	10. Adoption Maternity/Paternity Leave	27
	11. Health Leave	27
	12. Jury Duty.....	28
	13. Paid Family Leave	29
Article 19:	Athletic And Other Extracurricular Assignments	29
Article 20:	Salary And Related Provisions	29

Article 21: Teacher Benefits.....	34
A. Health Insurance	34
B. Life Insurance	35
C. Annuity Plan	35
D. Pension Plan.....	36
E. Prescription Plan.....	37
F. Credit Union	38
G. Tuition Assistance for Children of Lay Faculty Members	38
H. Long-Term Disability Insurance Plan.....	38
I. Accidental Death and Dismemberment Insurance	39
J. Flexible Spending Accounts	39
K. Retirement Bonus	39
Article 22: Teacher Transfers	39
Article 23: Layoff.....	40
Article 24: Reemployment of Tenured and Non-Tenured Teachers Affected by Reductions of Staff At Member Schools	43
Article 25: Obligations of the Teachers, the Union, and the Association	46
Article 26: Agency Fee	48
Article 27: Union Dues/Agency Fee Check-Off.....	49
Article 28: Union Activities	49
Article 29: No Discrimination.....	52
Article 30: Catechist Certification Program.....	52
Article 31: Miscellaneous.....	53
Article 32: Conformity To Law-Saving Clause	54
Article 33: Successors and Assigns.....	55
Article 34: Duration Of Agreement.....	55

List Item	Page
Appendix “A”	List of Member Schools 59
Appendix “B-1”	Annual Agreement of Employment for Full-Time Elementary School Teachers 64
Appendix “B-2”	Annual Agreement of Employment for Full-Time Elementary School Teachers Working in More than One Member School 5 Full Days Per Week 66
Appendix “B-3”	Annual Agreement of Employment for Part-Time Elementary School Teachers Who Work a Part-Time Schedule up to 5 Full Days Per Week in the Same Member School 68
Appendix “B-4”	Annual Agreement of Employment for Part-Time Elementary School Teachers (Per Diem Specials Teachers) Who Work Less Than 5 Full Days 70
Appendix “B-5”	Annual Agreement of Employment for Full-Time High School Teachers..... 73
Appendix “B-6”	Annual Agreement of Employment for Part-Time High School Teachers..... 75
Appendix “C-1”	Elementary and Secondary School Salary Schedule - 9/1/2022 to 8/31/2023 77
Appendix “C-2”	Elementary and Secondary School Salary Schedule - 9/1/2023 to 8/31/2024 78
Appendix “C-3”	Elementary and Secondary School Salary Schedule - 9/1/2024 to 8/31/2025 79
Appendix “D”	Dues Deduction/Agency Fee Authorization..... 80
Appendix “E-1”	Teacher Observation Report..... 81
Appendix “E-2”	Teacher Observation Instruction Plan 85
Appendix “E-3”	Walkthrough Protocol..... 86
Appendix “F”	Professional Development Individual Record..... 88
Appendix “G”	Annual Professional Performance Appraisal..... 89
Appendix “H”	Personal Business Leave Certification..... 93
Appendix “I”	Sick Leave Record..... 94
Appendix “J”	Side Letters..... 95

CONTRACT

This Agreement is entered into on the 22nd day of August, 2022, effective as of September 1, 2022, by and between the FEDERATION OF CATHOLIC TEACHERS (hereinafter sometimes referred to as the “Union”), and the ASSOCIATION OF CATHOLIC SCHOOLS (hereinafter sometimes referred to as the “Association”).

WITNESSETH.

WHEREAS, the Union and the Association recognize and declare that providing a quality education for the children who attend member schools is their mutual aim; and

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

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

WHEREAS, the Union recognizes the uniqueness of the Association and its member schools in that they are Roman Catholic schools committed to providing exemplary academic education that integrates Catholic teachings and to supporting parents who have chosen Catholic education for the formation of their children in the faith; and

WHEREAS, the Employer recognizes the importance of the lay teachers employed by the member schools and covered by this Agreement as qualified educators whose contributions to the educational policies and programs are valued; and

WHEREAS, the Employer particularly recognizes the commitment of long-term teachers to the system; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE 1
RECOGNITION

- A. Pursuant to a certification in Case No. SEE 44654 of the New York State Labor Relations Board, the Association hereby recognizes the Union as the exclusive representative, for the purposes of collective bargaining, of all full-time and regular parttime lay teachers, guidance counselors and librarians employed in the member schools of the Association listed in the annexed Appendix “A,” but excluding priests, religious, supervisors, employees of the Archdiocesan High Schools and all other employees.
- B. Unless otherwise indicated, the term “teacher,” when used in this Agreement, shall refer to all professional employees covered by this Agreement and described above and references to one sex shall be deemed to include the opposite sex.
- C. The term “Employer” shall refer to the parish corporations, regional corporations and non-parish schools that are members of the Association, their Pastors, Boards of Trustees and officially designated representatives, such as Principals.
- D. The term “member school” shall include all schools whether parish-based, regionally-based and/or non-parish-based that are members of the Association. In the case of regionally-based schools, each school within the Regional Employer shall be deemed a “member school” for purposes of this Agreement.
- E. The terms “Superintendent” or “Superintendent of Schools” shall refer to the Superintendent of Schools for the Archdiocese of New York or his/her duly authorized representative.

ARTICLE 2
STATEMENTS OF POLICY

- A. The Superintendent and the Employer have the inherent and sole right to administer the member schools of the Association.
- B. The Superintendent and the Employer reserve all rights to administer the member schools of the Association except those rights specifically yielded by the terms and conditions of this Agreement.
- C. The Superintendent and the Employer reserve all rights to implement, publish and enforce all rules, regulations, policies and procedures not in conflict with the specific terms and conditions of this Agreement.

ARTICLE 3
MATTERS NOT CONTAINED IN THE AGREEMENT

- A. The parties to this Agreement stipulate that all items presented for negotiations have been discussed during the negotiations leading to this Agreement, and therefore, agree that throughout the period of time prior to reopening of negotiations as provided for herein below, negotiations will not be reopened on any item whether contained herein or not, and whether discussed during negotiations or not.
- B.
 - 1. The Association agrees to meet and discuss with the Union on a substantive change in working conditions contemplated by the Association which is a proper subject of collective bargaining and which affects all teachers in the member schools on an Association-wide basis prior to the implementation of said changes.
 - 2. Normal educational, administrative and other directives and bulletins issued by the Office of the Superintendent of Schools and other appropriate offices not in conflict with the express terms and conditions of this Agreement are specifically excluded from this Section.

ARTICLE 4
PAST PRACTICES

Except as specifically provided to the contrary herein, all previous agreements between a member school and the Union and/or a teacher shall be superseded by this Agreement.

ARTICLE 5
GRIEVANCE AND ARBITRATION

- 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 Association 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. 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 Association is the grievant on behalf of a school, it will be deemed to have known of such act or condition at such time as the Pastor, 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 involves a single school, the written statement shall be submitted to the Principal of the subject school and a copy shall be provided to Superintendent of Schools and/or his/her designee. If a grievance is made by the Association, it shall be submitted to the President of the Union. In all other cases, the written statement shall be submitted to the Superintendent of Schools and the Union President, as the case may be.
- 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 Association: the Principal of the subject school(s), and the representative designated by the Superintendent of Schools. 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 6
ANNUAL AGREEMENT OF EMPLOYMENT

- A. To the extent practicable, an Employer who determines to hire a full-time or part-time teacher for the first time shall provide said full-time or part-time teacher with a copy of the contract in effect between the Union and the Association before said teacher signs the Annual Agreement of Employment attached hereto as Appendices “B-1”-“B-6.”
- B. Where a full-time or part-time teacher and an Employer mutually agree to renew the teacher’s Annual Agreement of Employment for the following school year, the Employer shall offer said Annual Agreement of Employment on or before May 1st. The teacher shall accept such offer on or before May 15th.
- C. A teacher who is not returning to his/her teaching assignment for the following school year must notify his/her Employer in writing not later than the preceding May 15th.
- D. An Employer who determines not to renew a teacher’s Annual Agreement of Employment for the following school year shall notify said teacher in writing not later than the preceding May 1st.
- E. The Employer shall forward to the Federation of Catholic Teachers 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 e-mail addresses of faculty members covered by this Agreement.

The school will use a mutually agreeable format. The Association shall use its best efforts to ensure Employer compliance with this provision. 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 November 1st mailing.

- F. Each 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. Copies of any Annual Agreements of Employment entered into after May 15th and not provided to the Union by the Employer by June 1st shall be provided to the Union within five days of the teacher's acceptance of the Annual Agreement of Employment.
- G. Superintendent of Schools or his/her representative shall provide electronically if practicable to the Union by no later than October 1 of each school year copies of the member schools' teacher schedules (which shall include preparation periods and non-teaching duties) as of October 1 of that school year.
- H. For Annual Agreements of Employment entered into as of the date of this Agreement for the school year commencing as of September 1, 2014, the Employer shall provide a list of all teachers with correct salary to the Union within thirty days of the execution of this Agreement.
- I. After forty (40) school days or eight school weeks of employment at the same school during school year, a substitute teacher shall be offered a written annual Agreement of Employment at the appropriate annual rate of pay as provided in the appropriate salary chart for that year.

ARTICLE 7

TEACHING ASSIGNMENTS

- A. Teachers in a member school shall be informed of teaching positions open in said member school for the following school year on or before May 16th, where said openings are known to said member school on or before May 15th.
- B. To the extent practicable, the Employer or its representative shall consider a teacher's preference for a teaching assignment for the coming school year when said preference is submitted in writing between May 1st and May 30th.
- C. Except in extreme cases or due to circumstances beyond the control of the Employer, teaching assignments for the coming school year shall be provided to each teacher by July 31st.

- D. In the event a change in a teacher's teaching assignment is made as per paragraph C above, it shall be made only after the teacher has had an opportunity to discuss the proposed change with the Employer and/or its representative. If after such discussion a teacher requests a written statement from the Employer and/or its representative, it shall be provided.
- E. Subject to the provisions of paragraphs C and D above, the decision of the Principal and/or his/her representative concerning annual teaching assignments of non-tenured teachers and tenured teachers with less than seven (7) years of service in all member schools shall be final and binding and not subject to review or to the Grievance and Arbitration provisions of this Agreement.
- F. Subject to the provisions of C and D above, in the event that a tenured teacher with seven (7) or more years of service in all member schools wishes to protest a proposed reassignment, such claim must be made in writing to the Superintendent of Schools or his/her representative. The decision of the Superintendent shall be final and binding and not subject to another review or to the Grievance and Arbitration provisions of this agreement.

ARTICLE 8

CLASSROOM EVALUATION

- A. Teachers, during their first full year of employment, shall be evaluated on four occasions based on the following schedule: 1st observation – announced and within the first 45 school days; 2nd observation – announced and within the first 90 school days; 3rd observation – unannounced and within the first 90 school days; 4th observation – announced and after the first 90 school days.
- B. After a teacher's first full year of employment, each non-tenured teacher shall be evaluated on three occasions based on the following schedule: 1st observation – announced and within the first semester; 2nd observation – unannounced and within the first semester; 3rd observation – announced and within the second semester.
- C. Tenured teachers shall be evaluated on two occasions based on the following schedule: 1st observation – announced and within the first semester; 2nd observation – unannounced and within the first or second semester.
- D. An announced evaluation shall be based on a classroom observation of a reasonable length of time following a prior discussion between the Employer or its representative and the teacher and at least five (5) days' notice of the

scheduling of the observation unless a shorter period is mutually agreed upon in advance of the observation. Unless not practicable, the evaluator and the teacher shall discuss the lesson plan for the announced classroom evaluation in advance of such observation.

- E. The teacher shall receive a copy of the entire written evaluation report within ten days after each evaluation together with a notice advising the teacher of his/her right to request, within five (5) school days after his/her receipt of the report, a post-evaluation conference which will be held before the teacher signs said evaluation at said meeting. There shall be no additional observation at the request of the Employer or its representative if the Employer or its representative does not meet with the teacher in ten (10) school days. Should the teacher so desire, he/she may request a second evaluation at said meeting. A teacher may write a rebuttal within ten (10) school days of the post-evaluation conference. The school agrees to maintain the rebuttal in the file with the evaluation as long as the evaluation is maintained in the file. In the event that the evaluation is used to support a disciplinary action or deny a requested transfer, the rebuttal will be referred to at any hearing. At any hearing where the evaluation is raised, the rebuttal will be referred to as well.
- F. Consideration shall be given to the teacher's classroom program when scheduling classroom visits.
- G.
 1. The following documents have been approved by the Union and the Association and shall be utilized in connection with the walkthrough and classroom evaluation process: Teacher Observation Report; Walkthrough Protocol; Individual Teacher Record and Teacher Observation Instruction Plan. These documents are attached hereto as Appendices "E-1," "E-2," "E-3," and "F."
 2. For purposes of completing the Annual Professional Performance Appraisal, the Employer shall use the form attached hereto as Appendix "G."

ARTICLE 9

TEACHER PERFORMANCE FILE

- A. A file shall be maintained in the member school where each teacher is employed containing the record of said teacher's performance in the school. A teacher's Performance File shall contain the following material:

1. Formal evaluations, of his/her teaching performance in the school where he/she is currently employed, as well as any rebuttals after formal evaluation.
 2. A signed resume of professional accomplishments, commendations and acknowledgements.
 3. A summary of absences and latenesses per semester.
 4. A record of total accumulated sick leave.
 5. Memos from administrative personnel to the teacher concerning his/her employment.
- B. Letters addressed to the school from parents concerning the performance of a teacher shall not be placed in the Performance File nor shall quotes from such letters be included.
- C. A teacher shall have the right to examine his/her file upon request to the Principal and shall be permitted to have material in his/her file reproduced at his/her own expense either by the teacher or by the Principal at the Principal's discretion.
- D. A teacher shall have the right to review, sign and/or attach a signed rebuttal to all material prior to its being placed in his/her Performance File.
- E. Should a teacher feel that material included in his/her Performance File is inaccurate and/or inappropriate and should be removed, he/she may, within five days of being notified that said material will be inserted in his/her file, file a written request with the Superintendent of Schools that said material be amended and/or removed. Should the Superintendent or his/her representative determine that the material in question is inaccurate and/or inappropriate, he/she shall direct the school to amend and/or remove said material. The decision of the Superintendent or his/her representative concerning said request shall be final and binding and shall not be subject to review or appeal according to the provisions of Article 5 (Grievance and Arbitration).
- F. Should a teacher decline to sign an evaluation of his/her teaching performance within ten days after the presentation of said evaluation, the Principal may insert the evaluation in the teacher's file without further delay provided he/she includes a written statement from a witness that the evaluation has been presented to the teacher for his/her signature.

ARTICLE 10
PROMOTIONAL OPPORTUNITIES

- A. Teachers employed in member schools who are qualified for positions of Principal or Assistant Principal are encouraged to apply for said positions, as openings occur, by making formal application to the Superintendent of Schools.
- B. Where a member school intends to invite applications for said positions, the school shall initially review all applications on file with the Superintendent before considering other candidates. Teachers covered by this Agreement shall not be required to remit application fees more than once in any five-year period.
- C. A list of openings for which applications are invited shall be forwarded to each member school by March 15th for posting. A copy shall also be forwarded to the Union.

ARTICLE 11
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 service they render remains satisfactory and that the member school shall follow a predetermined procedure if there is cause for dismissal.”
- 2. Appropriate New York State Certification shall be defined as:
 - a) Elementary Level:
 - (1) For teachers employed continually in member schools or with no more than a three (3) year break in service as of April 11, 2005 Provisional/Initial Certification or Certificate of Qualification.
 - (2) For teachers hired after April 11, 2005 – Current Initial or Professional Certification in any of the following areas: Early childhood (Birth-2); Childhood (1-6); Middle childhood (5-9); Adolescence (7-12); Education and/or academic subject areas for grades 5-9 or grades 7-12 related to the teaching of NYS standards at the elementary level.

Current Provisional or Permanent Certification in any of the following areas: Early childhood, elementary or secondary education and/or academic subject areas (7-12) related to the teaching of NYS standards at the elementary level.

b) Secondary Level: Permanent or Professional Certification. A teacher in a member secondary school who is assigned to teach Religion and/or theology and who possesses a Master's in Religion, Religion Studies, Religious Education and/or theology from an accredited Catholic college or university, and who otherwise has completed all requirements to be eligible for New York State Permanent 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 said certification in religion is ultimately granted by the State, said certification shall be a condition of achieving tenure pursuant to this Article in the future.

c) Universal Pre-Kindergarten: Current Initial or Professional Certification in Early Childhood (Birth – 2), (N – 6), or (Pre-K – 6).

d) The decision to grant tenure to teachers with certification in areas other than those noted above shall be within the sole discretion of the Employer.

e) All tenured teachers shall be required to complete 100 hours of professional development in-service course work as referenced in the NYS Department of Education Professional Development In-Service Requirements during a five-year period. The five-year period for teachers who possess Professional Certification is established by NYS Education Department. In order to accommodate such teachers the Employer and/or Superintendent of Schools Office shall provide ten (10) in-service hours each school year. These courses shall be provided during conference days, faculty meetings, workshops, etc. It is understood that such hours need not be provided during the school day and that such hours may not satisfy the New York State requirement that in-service course work be in the pedagogy of a teacher's certification title.

- B. A teacher employed in a member school prior to the 1970-71 school year and who had been granted tenure in said school on or before September 1, 1971, according to the provisions of Article 6 (Annual Agreement of Employment) of the Collective Bargaining Agreement in effect between the Archdiocesan Association of Parish Elementary and Parish Secondary Schools and the Catholic Lay Teachers Group, Inc., from February 6, 1970 through August 31, 1971, (a copy of the appropriate provisions of said Article is attached hereto as Appendix "C") shall be deemed to be a tenured teacher.
- C. 1. A non-tenured teacher, other than one teaching in a UPK Program, who commenced his/her employment prior to September 1, 2019 employed in a member school shall be granted tenure effective September 1st of the school year following the completion of the following conditions:

- a) He/she has completed three consecutive full years of teaching experience in the same member school; and
- b) He/she has earned his/her Baccalaureate Degree; and
- c) He/she is offered reemployment in writing for the following school year in the same member school and he/she accepts said offer according to the provisions of Article 6 (Annual Agreement of Employment) above.

2. A non-tenured teacher, other than one teaching in a UPK Program, who commenced his/her employment on or after September 1, 2019 employed in a member school shall be granted tenure effective September 1st of the school year following the completion of the following conditions:

- a) He/she has completed four consecutive full years of teaching experience in the same member school; and
- b) He/she has earned his/her Baccalaureate Degree; and
- c) He/she is offered reemployment in writing for the following school year in the same member school and he/she accepts said offer according to the provisions of Article 6 (Annual Agreement of Employment) above

D. 1. A non-tenured “special teacher” employed in one or more member schools shall be granted tenure effective September 1st of the school year following the completion of the following conditions:

- a) He/she has completed four consecutive full years of teaching experience
- b) He/she has earned his/her Baccalaureate degree
- c) He/she is offered reemployment in writing for the following school year in the same member school and he/she accepts said offer according to the provisions of Article 6 (Annual Agreement of Employment) above.

A “special teacher”, as defined by Article 15, Section B, who is employed five (5) days a week by one or more member schools or employers and who is being offered employment for a fifth consecutive year under the same multi-school employer arrangement shall be granted tenure at the member school/employer designated as the “Carrying School.” A special teacher shall only have tenure at the “Carrying School.”

The “Carrying School” would be designated as the school where the teacher has the earliest hire date. This would apply to all regional and parish based schools.

In the instance where a tenured “special teacher” teaches five (5) days a week at more than one (1) member school/employer and whose position at one (1) or more member schools/employers is eliminated, by either closure or downsize, such teacher shall be granted tenure at the successor “Carrying School” provided that he/she teaches five (5) days a week. A “special teacher” who accepts a position in accordance with the provisions of this Article shall be employed as a non-tenured teacher for one year. Where said teacher is rehired by the successor “carrying school” for a second consecutive full year, said teacher shall be rehired as a tenured teacher effective as of the following September 1st.

Tenured Special Teachers will not bump regular full-time tenured teachers at the carrying school where he/she is tenured.

- E. With respect to teachers teaching in a UPK program, a non-tenured teacher employed in a member school shall be granted tenure effective September 1st of the school year following the completion of the following conditions:
1. He/she has completed four consecutive full years of teaching experience in the same member school; and
 2. He/she has earned his/her Master’s Degree and required NYS Certification; and
 3. He/she is offered reemployment in writing for the following school year by his/her employer and he/she accepts said offer according to the provisions of Article 6 (Annual Agreement of Employment) above.
 4. It is agreed that a teacher who does not attain his/her NYS Certification and is not offered reemployment in the UPK program for a fifth consecutive year, shall be offered an opportunity to apply for other positions within the School if available and if there is not an available position, shall be placed on the non-tenured hiring list referenced in Article 24.
- F. 1. A tenured teacher in a member school who was granted tenure according to the provisions of this Article and who does not possess the appropriate 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 school year thereafter toward said certification.
2. 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 Employer or its representative.

3. Should a teacher wish to request a waiver from this requirement other than as provided for immediately above, he/she may do so in writing to the Superintendent. The Superintendent shall be under no obligation to grant such waiver.
 4. 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 the completion of his/her Master's Degree.
 5. For purposes of this Section, the school year shall extend from September 1st through August 31st.
- G. A teacher who would otherwise be eligible for tenure as of September 1, 1973, or thereafter, but whose status reverts to that of a non-tenured teacher according to the provisions of Section "F" above, shall be granted tenure effective September 1st of the school year following:
1. The satisfactory completion of the tenure requirements contained hereinabove; and
 2. The receipt of a written offer of reemployment for the following school year in the same member school according to the provisions of Article 6 (Annual Agreement of Employment) above; and
 3. The teacher's acceptance of said written offer of reemployment according to the provisions of Article 6 (Annual Agreement of Employment) above.
- H. A teacher who will otherwise be eligible for tenure but whose status has reverted to that of a non-tenured teacher, as provided for above in Section "F.1." hereinabove, 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 his/her Employer prior to the time that he/she would earn said credits or said certification on or before the following September 1st.
- I. Tenure, as referred to in this Agreement, refers specifically to tenure by the Employer and not to tenure throughout the member schools of the Association.

- J. 1. Unless otherwise mutually agreed upon, a tenured teacher who is offered employment in a member school other than the school at which he/she was granted tenure, and who accepts said offer, shall be employed as a non-tenured teacher.
- 2. Notwithstanding any other provision of this Agreement, said teacher shall be granted tenure effective September 1st of his/her second consecutive full year of teaching in the school other than the one where he/she was originally granted tenure provided:
 - a) He/she has completed all of the course work and/or certification requirements for gaining tenure as contained hereinabove; and
 - b) He/she is offered reemployment in writing for the second consecutive full year in the same member school and he/she accepts said offer according to the provisions of Article 6 (Annual Agreement of Employment) above.

ARTICLE 12
TERMINATION AND NON-RENEWAL OF
EMPLOYMENT OF NON-TENURED TEACHERS

- A. A non-tenured teacher may be terminated during the school year at the discretion of his/her Employer within the first ninety school days of his/her employment.
- B. 1. Notwithstanding any other provision of this Agreement except as set forth at sub-paragraph 2 below, a non-tenured teacher who has been employed for more than ninety school days may be terminated during the school year at the discretion of his/her Employer. Said termination shall be effective forty-five days after the receipt of the Employer's notice or shall be effective immediately with the teacher being paid forty-five days' pay, in lieu of said notice, at the discretion of the Employer.
- 2. Teachers who accept non-tenured positions in accordance with the provisions of Article 24 F. of this Agreement shall be entitled to the benefit of sub-paragraph 1 above. They shall further be entitled to receive no less than thirty days of notice of termination if terminated during the first ninety school days or, in lieu thereof, to be paid thirty days pay. The decision to provide notice or pay shall be at the discretion of the principal.
- C. The Employer may immediately terminate the employment of a non-tenured teacher for cause.

- D. Where a non-tenured teacher who has been employed for more than ninety school days is terminated according to Provisions “B.” and “C.” above, he/she shall be told that he/she may request and shall be given, upon request, a written statement of the reason(s) for said termination.
- E. Upon request, a teacher shall be given an oral reason why his/her contract of employment is not being renewed for a second year. The teacher shall be told that he/she may request and shall be given, upon request, a written statement of the reason why his/her contract of employment is not being renewed for a second year. Where a non-tenured teacher’s contract of employment is not being renewed and the teacher is in the process of completing his/her second consecutive full year of teaching in the same member school, said reason shall be given to the teacher in writing. The decision of the Employer not to renew the employment of a teacher covered by this Section and the reason(s) for said non-renewal is not subject to review or appeal.
- F. 1. A teacher who is in the process of completing three or more years of consecutive full-time teaching experience in the same member school, but who has not been granted tenure or who has reverted to non-tenured status, and who is not offered reemployment shall be entitled to a written statement of the reason for not being offered said reemployment. Further, upon the written request of the Union, the decision of the Employer not to renew said teacher’s employment shall be subject to review by the Superintendent or his/her representative as to both the merits and the accuracy of the reason(s) cited. The decision of the Superintendent shall be final and binding.
2. In cases where the Union presents documentary evidence of a course of satisfactory teaching (i.e., through class observation reports or other similar documentation); or where the Union demonstrates that the non-renewal was related to a personality conflict; or in other similar cases, the Association and Union agree to treat the affected teachers as laid-off non-tenured teachers deserving of referral to other member schools pursuant to Article 24, paragraph A.4.
- G. The decision to terminate or not to renew the employment of a non-tenured teacher under the provisions of this Article is not subject to the Grievance and Arbitration provision of this Agreement, except that where a member school immediately terminates a non-tenured teacher for cause according to Section “C.” above, the Union may proceed under the Grievance and Arbitration Article to contest the termination, but only as to the question of whether or not the teacher was entitled to forty-five days’ notice or pay.

- H. To the extent practicable, written material intended to be used against a teacher in a hearing before an arbitrator as provided for in Section “G.” hereinabove, or in a hearing before the Superintendent according to Section “F.” hereinabove, shall be made available to the teacher, upon written request, two weeks in advance of the scheduled hearing.

ARTICLE 13

DISCHARGE FOR CAUSE OF A TENURED TEACHER

- A. An 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 5 of this Agreement.
- B. An 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 to said teacher and a Notice of Discharge shall be mailed to the Union not later than ten school days after the presentation of the statement of intent to institute Discharge for Cause Proceedings as provided for in Section “A.” hereinabove.
 - 2. Where a tenured teacher is suspended with pay prior to discharge, a Notice of Discharge and a Statement of Charges shall be mailed to said teacher and a Notice of Discharge shall be mailed to the Union not later than thirty days after the presentation of the statement of intent to institute Discharge for Cause Proceedings as provided for in Section “A.” hereinabove, except the time limit for said mailing shall be extended until a final decision is made, where the validity of the charges is subject to an adjudication by a court of law.
 - 3. If said Notice of Discharge and Statement of Charges are not mailed 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.
 - 4. 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 for a formal hearing, which shall be conducted as an arbitration pursuant to all of the terms of Article 5 hereof. Should the Union not request a formal hearing in the manner

described hereinabove within ten (10) 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 14

DEFINITION OF SCHOOL DAY AND SCHOOL YEAR

- A. A teacher shall be present and available in the member school where he/she is employed for up to, but not more than fifteen minutes before the beginning of the school day and up to, but not more than twenty minutes after the completion of the school day during each week day; excluding official school holidays, between September 1st and June 30th, unless said school year is adjusted by the Employer. For purposes of this Article, the school day shall begin at such time as the students are required to be present.
- B. A teacher shall receive a minimum of a thirty minute duty free lunch period during each normal school day.
- C. Each member school, where practicable, shall schedule a forty-five minute duty free lunch period during each normal school day. This Section is not subject to the provisions of Article 5 (Grievance and Arbitration).
- D. It is expressly understood that the 30-minute or 45-minute lunch provided by the member school must be child-free time. That is, any time spent by the teacher in taking his/her class to the lunchroom or retrieving them afterward cannot be any part of the 30 or 45 minute teacher lunch period provided by the school under this Article.
- E.
 - 1. 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.
 - 2. The following activities shall not be charged against the above cited total of 180 days:
 - a) orientation for newly hired teachers; and
 - b) voluntary school visits in preparation for the start of the school year or other voluntary activities.
 - 3. This Section shall not be effective should any member school be required by applicable law and/or governmental regulation to extend the school year beyond 180 days. In addition, this Section shall not apply to faculty members not employed as full-time classroom teachers nor to such teachers otherwise engaged in athletics or other extra-curricular activities.

ARTICLE 15
PREPARATION PERIODS

- A. Where Confraternity of Christian Doctrine (C.C.D.) classes are held in a member elementary school during the school day and a teacher does not participate in said classes, the teacher shall be assigned a Preparation Period during the time that his/her regular classroom assignment is suspended so that C.C.D. classes may be held. Such Preparation Period shall not be used as compensatory time for any other missed Preparation Period unless the teacher is permitted to leave the building.
- B.
 - 1. A teacher in a member elementary school shall be assigned a Preparation Period in lieu of his/her regular classroom assignment during the time that a “special teacher” is assigned to take over his/her entire class, except that, where a “special teacher” is assigned to instruct combined classes, teachers may be assigned to such classes to assist the “special teacher.” Such assignments shall be made on a fair and equitable basis and teachers not so assigned shall be assigned a Preparation Period.
 - 2. For purposes of this Section, a “special teacher” is a teacher hired on a per diem basis, or on a full-time basis, as a Special Subject Teacher (for example, a Librarian or to teach Art, Music, Physical Education, Computer Science, Health, Foreign Language or Religion) to an entire class on a regularly scheduled basis. Scheduling of these special classes shall begin by the first full week of classes and end no earlier than the last full week of classes.
- C. To the extent practicable, a member elementary school shall endeavor to provide at least three Preparation Periods per week for each teacher.
- D. Where a member secondary school has previously scheduled up to five Preparation Periods per week for teachers on a regular basis, said school shall continue to schedule such Preparation Periods.
- E. Teachers assigned Preparation Periods shall remain available for any assignments necessitated by unusual and/or nonrecurring circumstances, including, but not limited to, class coverages as provided for in Article 17 (“Coverages”) herein below, and may be so assigned by their Principals.
- F. Effective September 1, 1990, unless earlier by mutual agreement of the Department Head and the Principal, a Department Head of a Department with three or more full-time members in addition to the Department Head shall be relieved of assignments during his/her scheduled Administrative Periods

three times per week for purposes of attending to his/her responsibilities as Department Head.

ARTICLE 16
PARTICIPATION IN SCHOOL FUNCTIONS

- A. 1. Unless formally excused, teachers shall participate in all regular school functions during or outside of the normal school day such as faculty meetings, parent conferences, department meetings, curriculum meetings, graduations and other similar activities.
- 2. Upon written notice from the Union that it believes that participation in a particular function is unreasonable, the Superintendent of Schools or his/her representative, agrees to intervene with Principals.
- 3. If the Superintendent of Schools or his/her representative determines that such participation is unreasonable and/or a teacher's request for permission not to participate was unreasonably denied, he/she shall direct the member school to remove a corrective action, if any, from the teacher's performance file.
- 4. The parties agree that any action taken pursuant to this Section A shall not be subject to Article 5 ("Grievance and Arbitration").
- B. To the extent practicable, member schools shall endeavor to schedule said meetings and functions held outside of the normal school day on a particular weekday designated by the school Principal after consultation with the faculty.
- C. Teachers shall not be required to attend weekend meetings. Attendance at all other events indirectly related to the educational program of a member school shall be on a voluntary basis.
- D. The principal shall schedule and conduct a meeting with the school's union delegate to discuss lay faculty safety concerns in connection with after school functions before the first such function of each school year.

ARTICLE 17
COVERAGES

- A. The Superintendent of Schools and the Regional Superintendents shall develop lists of substitute teachers who will be available on an on-call basis. A copy of these lists shall be provided to the Union on an annual basis as soon

as practicable after the start of the school year or as otherwise agreed to by the parties. Principals, or their designated representatives, are expected to obtain substitute teachers utilizing these lists or others when teachers notify their schools, sufficiently in advance, that they will not be in attendance as scheduled.

- B. It is understood that where a teacher will not be in attendance as scheduled, and no substitute teacher can be obtained, the affected students will be reassigned to other teachers on a fair and equitable basis and meeting the educational needs of the students as effectively as possible.
- C. Where a teacher is assigned to cover a period for another teacher, said teacher shall be paid \$35.00 for each such additional period or shall be granted compensatory time off from other school assignments at the discretion of the Principal. Such payment shall be made for classroom assignments not otherwise scheduled and where compensatory time off from other school assignments is not granted as per the wording of this Section.

Payment shall be made for classroom assignments for the teacher's own class when the teacher is scheduled to be relieved by a teacher who is unable to take the class.

Where a teacher is given unscheduled responsibility for his/her students for the entire period, or any substantial part thereof, in the library, gym or other activities normally conducted by another teacher, such period or substantial part thereof shall likewise be deemed to be a "classroom assignment" for purposes of this Section.

Not included for payment according to this Section are assignments to accept part or all of the class of an absent teacher during a normally scheduled class period or the reassignment of a teacher or "special teacher" to an alternate assignment during a regularly scheduled class period. Payment to be made by February 28th for the preps missed during the first semester. Payment to be made by July 15th for the preps missed during the 2nd semester. Such payment shall not be conditioned upon the pay status of the absent teacher.

This Section shall apply to a teacher with a reduced work schedule only in the event that the teacher does not retain a lunch and preparation period after the coverage.

For purposes of clarification of this Article, compensatory time can only come after a preparation period has been lost and before the end of the semester. There can be no "banking" of compensatory time. Half-days during the last week of school can be used as comp time only if the teacher leaves the building. Early dismissal from conference days and before holidays cannot

be used as comp time. Early dismissal from a faculty meeting can be used as comp time as long as a teacher has had a lunch period and the amount of comp time is comparable to the prep time missed.

D. Lay Faculty Substitution Assignments in High Schools

1. It is agreed and understood that the Principal of a member high school 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. Notwithstanding the foregoing, such substitution assignments shall be made on an equitable basis in consideration of the needs of the school and fairness to the teacher.
2. For purposes of this Section a “substitution assignment” is defined as:
 - a) A classroom assignment given to a lay faculty member for a period of time during which the lay faculty member has a previously scheduled preparation or lunch period which is not rescheduled during the school day.
 - b) An assignment to cover a Homeroom is not a “substitution assignment.”
3. The parties agree that, to the extent possible:
 - a) Substitution assignments of lay faculty members shall be made on a rotational basis among those lay faculty members who have preparation or lunch periods scheduled during the time period during which the substitution assignment is made.
 - b) To the extent practicable in each member high school according to its normal school day schedule, substitution assignments shall be made in such a manner so as to provide each lay teacher with an average of one full preparation period (outside of lunch) during each normal school day.
4. Effective September 1, 2022, full-time faculty members shall be paid \$300 annually for the fulfillment of substitution assignments made by their Principals, or the Principals’ duly authorized representatives. Such payments shall be made to faculty members employed as of June 30th of each year within thirty days thereafter.
5. The parties agree that in each member high school, the school’s union representative and the Principal or his/her representative shall meet at the beginning of the school year to discuss the issue of substitution assignments and the equitable distribution of said assignments and shall meet again mid-year to further review this issue.

ARTICLE 18

LEAVES

A. Regular full-time teachers shall be entitled to the following leave provisions:

1. **Sick Leave**

a) A teacher shall be granted ten days of sick leave with pay each year to be used when sick or when an employee's family member is sick. Unused sick days may be accumulated for use as sick leave only, up to a maximum of one hundred thirty-five (135) days. A teacher who, at the end of the then current school year has attained the 135-day maximum bank shall be paid for each unused current school year allotment of sick days at the rate of \$60 per day, such payment shall be made promptly at the end of the school year.

b) A teacher continuously employed in the same member school since January 23, 1970, shall be credited with three days of accumulated sick leave for each full year of teaching service prior to the 1969-70 school year in a member school of the Association as of the date of this Agreement, accumulated up to a maximum of seventy-five (75) days.

c) Annually, at the end of the school year, the member school shall provide a notice to each teacher in writing, of his/her accumulated sick leave days. This notice shall be in the form annexed hereto as Appendix "I."

d) Each member school will establish its own "Community Sick Bank" based on the voluntary donations of days by teachers at that member school. A teacher may donate up to one day per school year from the current year's sick leave. Such day must be donated by June 30 of each year for placement in the Community Sick Bank for the following school year. Unused Community Sick Bank days shall carry over to the following year. Teachers who are afflicted with a catastrophic illness and who have exhausted their own sick bank can access the Community Sick Bank for up to ten of the Community Sick Bank days. If the member school and the Union cannot agree on a person's "catastrophic illness," then the matter shall be submitted to arbitration. A teacher can make only one approved request for such additional paid sick leave during his or her employment in the member school. Teachers wishing to donate days to the Community Sick Bank can first do so in June, 2005. Teachers wishing to access additional paid leave days from the Community Sick Bank may do so only after September 1, 2005. On or about September 1 of each year, the ACS shall forward to the Union a list of the schools and the number of days in each community sick bank.

2. **Personal Leave**

a) Each teacher shall be granted up to four (4) days of personal leave with pay each year. A request for such leave shall be in writing. A teacher making such request shall endeavor to make it in advance of said leave, but in no event less than 24 hours in advance of said leave except in the case of emergencies. No reason need be given for said request, it being understood by the parties hereto that the reasons for said personal leave are personal.

b) In all cases in which a request for personal leave is made, the subject Principal shall respond in writing that the request has been received and is aware that the teacher is taking personal leave.

c) The third and fourth day of "Personal" leave in a year shall be charged against the teacher's annual "Sick Leave" as provide for in Section "A.1.a." hereinabove.

3. **Sabbatical Leave**

a) A teacher who has taught in a member school for five consecutive full years after being granted tenure in that school shall be eligible to apply for a "Sabbatical Leave" to further his/her academic or professional competency. Such leaves shall be granted only for a full school year during which year the teacher shall receive one-half the salary he/she would be eligible for as a teacher during the year he/she is on such leave. The school shall also continue to make contributions for Health and Life Insurance and Pension programs as provided for in this Agreement. A year of credit for a step increase shall be granted to the teacher on said leave.

b) The rules and regulations governing applications for such leave and the election of applicants to whom such leave will be granted are subject to the rules and regulations previously agreed to by both parties to this Agreement. Copies of the rules and regulations will be made available by the Employer for distribution to eligible teachers.

c) These leaves shall be granted to no more than that number of teachers which is equal to one percent of the total number of teachers covered by this Agreement. Ten percent of the maximum number of these leaves shall be granted to high school teachers and ninety percent of the maximum number of these leaves shall be granted to elementary school teachers. However, not more than one teacher from any particular member school shall be granted such leave during any four-year period unless there are more than twenty teachers at a member school, in which case such leave shall be granted to no more than one teacher during any two-year period.

d) Upon conclusion of such leave, the teacher has the right to return to the member school in the position he/she had held or, in the absence of that position, to a comparable position in accordance with the provisions of Article 7 (“Teaching Assignments”) hereinabove, and the teacher shall continue to teach in said member school for a period of at least three years, unless otherwise mutually agreed upon, except where said teacher is terminated by his/her Employer due to the elimination of his/her teaching position. Should the teacher fail to complete said three years of service, he/she shall repay all monies paid to him/her while on his/her leave on a pro-rata basis, unless mutually agreed to the contrary.

4. Academic Leave

a) A teacher in a member school may request a leave of absence without pay for purposes of furthering his/her academic or professional competency. Such leave shall be granted to no more than one percent of the total number of teachers in all member schools. However, no more than one teacher from any member school may be granted such leave during any two year period.

b) Upon conclusion of such leave, the teacher shall have the right to return to the member school in the position he/she had held, or, in the absence of that position, to a comparable position in accordance with the provisions of Article 7 hereinabove (“Teaching Assignments”).

c) The rules and regulations governing applications for such leave and the selection of applicants to whom such leave shall be granted are subject to the rules and regulations previously agreed to by both parties to this Agreement. Copies of the rules and regulations will be made available by the Employer for distribution to eligible teachers.

5. Leave for Child Related Illness

A teacher who contracts mumps, measles, chicken pox, pink eye or lice shall be granted up to five days of leave with pay and such leave shall not be considered as “Sick Leave” as provided for hereinabove in Section “A.I.”

6. Occupational Injuries

a) Should a teacher, acting within the scope of his/her duties, suffer an injury directly related to his/her conduct as a teacher and be directed by a physician to remain away from his/her teaching duties due to such injury, he/she shall be granted up to five days of leave with pay for such absence and such leave shall not be considered “Sick Leave” as provided for hereinabove in Section “A.I.”

b) In order to be granted said leave, a teacher may be required, at the discretion of the Principal, to provide medical documentation in support of his/her claim that such leave was due to said injury and said injury caused him/her to remain away from his/her teaching duties.

7. Funeral Leave

For purposes of attending the funeral, a teacher shall be granted up to three consecutive school days of “funeral leave,” with pay, upon the death of any of the following: spouse; child; sibling and parent; parent-in-law; brother-in-law; sister-in-law; grandchild; grandparent; grandparent-in-law.

8. Military Leave

A teacher may request and shall be granted a leave of absence for reasons of military service in accordance with the applicable public law.

9. Pregnancy Maternity Leave

A teacher may request and shall be granted a leave of absence for pregnancy disability and maternity leave for a period of up to 12 months, effective as of the date the teacher and her physician determine she should commence such leave, according to the following conditions:

a) The teacher puts her request for such leave in writing to her Principal.

b) Except for the period when she is actually medically unable to perform her duties, the leave is unpaid.

c) During the actual disability period only, the teacher may either be paid fully from her sick bank if she has an adequate number of days to cover the disability period, or receive short-term disability payments pursuant to that insurance policy, or some combination thereof. As soon as the disability period ends, the school’s obligation to pay sick days also ends. If a teacher chooses to be paid sick days during this period, the employer is entitled to collect the disability payments that would otherwise be available to her.

d) Consistent with Article 21, Section A.2., a teacher on a pregnancy maternity leave shall have her health insurance continued at the school’s expense, less her customary payroll contributions, for up to the first 3 months of the leave. Should the teacher remain on leave beyond a third month and wish to continue her health insurance coverage, she must do so at her own expense by remitting the monthly cost of the premium to her employer school.

10. Adoption Maternity/Paternity Leave

Subject to the provisions of Paragraph 10c. below, a teacher shall, upon written request, be granted a leave of absence without pay for a period of up to twelve (12) months, effective as of the date that the teacher legally adopts a child, and/or the birth of a child by the teacher's spouse according to the following conditions:

a) The teacher informs the member school of his/her intention to adopt a child as soon as the decision to do so is made, and no later than the date that the adoption application is formally submitted. In the case of a birth of a child by the teacher's spouse, the teacher shall inform the member school of his intention to take a leave as soon as practicable. In determining the effective date of said leave and the date of return from said leave, the teacher shall, to the extent practicable, take into account the needs of the school. Where the teacher's leave is scheduled to expire during the school year, the teacher and/or member school shall have the right to extend the leave until the start of the following semester or school year.

b) At the time of said leave the teacher shall continue to be eligible for coverage under the school's health insurance plan according to Article 21, Section "A.I." for a period of up to twelve (12) weeks. Such entitlement shall continue to be available to the teacher for the remainder of the leave at the teacher's option and expense. As long as a teacher's leave under this section is twelve (12) weeks or less, he or she shall be entitled to salary step increases or any other entitlements, benefits or tenure credits during said leave.

c) Upon the request of the Employer, the teacher shall submit documentation concerning the adoption of a child and/or birth of a child.

11. Health Leave

a) Subject to the provisions of Section "c" below, upon written request, a teacher who has completed three or more consecutive full years of teaching in a member school shall be entitled to an unpaid leave of absence due to physical or mental disability for up to one year, provided the teacher submits a statement from his/her physician attesting to the existence of a physical or mental disability requiring such a leave of absence. Except as noted below, while on Health Leave, said teacher 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 21, Section "A." A teacher who otherwise qualifies for Health leave shall, provided they apply for short-term disability, be entitled to use any sick days they may have in their bank and shall for the period of time they are utilizing sick leave be entitled to receive credit for tenure and salary increment purposes for up to a 12 week

period and be eligible for any other benefits provided for under this Agreement.

b) A teacher who has been granted a leave of absence according to Section "A" above may file a written request at least thirty 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 a member school shall not be under any obligation to grant said extension. However, in the event that a teacher who requests such an extension is eligible for and is receiving Disability Insurance or Workers Compensation Insurance benefits beyond one year, the request for said additional one-year extension shall be granted.

c) A teacher may apply for and shall be granted an unpaid leave of absence of up to twelve (12) weeks in accordance with the provisions of the Family and Medical Leave Act. In order to be eligible for such leave, a teacher must have been employed for one year and have worked at least 1,250 hours in the prior school year. The member school shall continue to pay its portion of the health insurance premium during an FMLA leave. No other benefits shall accrue during an FMLA leave. Moreover, FMLA leave rights shall run concurrently with, and not in addition to, leave rights specified in paragraph 9 concerning the birth of a child, or paragraph 10 concerning the adoption of a child, and paragraph 11 concerning a health leave because of a personal medical condition. The requirement that there be fifty (50) or more employees employed by that teacher's school shall not be applied.

12. Jury Duty

a) A full-time teacher who is summoned to and reports for jury duty shall be paid by the member school an amount equal to the difference between the amount of wages the teacher otherwise would have earned by working for the school on that day and the daily jury duty fee paid by the court, 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 member 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 school shall have the right to attempt to have the teacher excused from jury duty during the school year and the teacher will cooperate in the school's effort.

b) The teachers agree that, where possible, when they are on jury duty and are excused for the day before 12 o'clock noon, they will return to their teaching assignments, for the remainder of the school day.

c) Where a teacher 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.

13. Paid Family Leave

Effective September 1, 2019, faculty members shall be eligible for paid family leave benefits under the New York State Paid Family Leave law and any regulations promulgated under it.

ARTICLE 19

ATHLETIC AND OTHER EXTRACURRICULAR ASSIGNMENTS

- A. Where athletic and other extracurricular assignments are made available to teachers, they shall be made available on a voluntary basis.
- B. Teachers who accept athletic and other extracurricular assignments on a paid basis shall be paid according to a mutually agreed upon basis except that, where the activity is scheduled by the Principal to meet at least one hour per week during a semester, the teacher who has accepted the activity on a paid basis shall be paid not less than \$100.00 per semester per activity.

ARTICLE 20

SALARY AND RELATED PROVISIONS

- A. A full-time regular teacher employed in a member school shall be paid semi-monthly, on a twelve month basis, according to the teacher's appropriate annual rate of pay as provided for in the respective salary schedules appended hereto (Appendices "C-1," "C-2", and "C-3"). Member schools shall identify the regularly scheduled pay dates for the following school year(s). Should such dates be changed, the member school shall likewise identify the revised pay dates. The Association shall use its best efforts to have member schools schedule such pay dates to be the 15th and 30th of each month except for February 28th/29th. Appendices "C-1," "C-2," and "C-3" shall be increased as follows:

a) Effective September 1, 2022, a 3% wage increase shall be applied to the salary charts as of August 31, 2022.

b) Effective September 1, 2023, a 3% wage increase shall be applied to the salary chart as of August 31, 2023.

c) Effective September 1, 2024, a 2% wage increase shall be applied to the salary chart as of August 31, 2024.

- B. In addition to the provisions of Section “A” above, faculty members who were paid on the highest Step in their degree column during the 2021-2022 school year shall receive an additional “lump sum” annual payment of \$900 for the school year 2022-23. These payments shall be made in semi-annual installments of \$450 to faculty members employed as of the completion of each semester and within thirty days thereof, pro-rated for teachers hired after the start of the semester and for unpaid leaves and/or absences.

Such payments shall likewise be made to faculty members in 2023-24 and 2024-25 if they were paid according to the highest step in their degree column in the prior year.

The “lump sum” payments will not be included in the base rate or regular pay of the faculty members.

- C. Effective September 1, 1969, where a salary line is designated as “BA plus 15,” “BA plus 30,” “MA plus 15,” and “MA plus 30,” it is agreed and understood that the credits in addition to the “BA” and “MA” must be earned after the “BA” and “MA” has been granted to be considered as applicable for credit towards the appropriate salary line. Further credits claimed for advancement to the “MA plus 15” or “MA plus 30” salary lines must be graduate level courses or In-Service courses approved in writing by the Employer.
- D. 1. To be considered for salary purposes, all courses must be accepted in writing by the Employer as appropriate to the teacher’s teaching or professional responsibilities. Further, all such courses, to be accepted, must be granted by an institution registered by the New York State Board of Regents or accredited by a regional accrediting agency, or be properly certified in writing by the New York State Department of Education as being equivalent thereto. In addition, said credits must be applicable toward a degree issued by an institution of higher learning as defined immediately above.
2. In-Service courses approved in advance by the Employer and which are equivalent in course hours, level of difficulty and assigned readings and reports to the courses cited above, and are so certified by the Employer in writing, and which have terminal evaluations of work, will be accepted by the Employer for purposes of salary increment if attendance

requirements and specified passing grades are achieved, and if written confirmation of said facts is filed with the Employer by the teacher claiming such credit.

- E. 1. Except as otherwise provided for in Article 24 (“Reemployment of Tenured and Non-Tenured Teachers Affected by Reductions of Staff at Member Schools”), a teacher employed for the 1970-71 school year or thereafter who has previous teaching experience in a member school other than the school where he/she is employed shall be granted credit for said teaching experience according to the following schedules:
 - a) Where the experience is on the same level as the level for which the teacher is employed (i.e., elementary or secondary level), one year of credit shall be granted for each year of said experience up to a maximum of six years. Further, one year of additional credit shall be granted for every two years of experience beyond the above mentioned six years, provided, however, that not more than a combined total of twelve years of credit shall be granted for all said teaching experience.
 - b) Where the experience is on a different level than the level for which the teacher is employed (i.e., elementary v. secondary), one year of credit shall be granted for every two years of said experience up to a maximum of nine years.
 - c) Where the experience is on both of the aforesaid levels, a teacher shall be granted credit according to the respective schedules referred to hereinabove, but shall not be credited with a combined total of more than twelve years of credit for previous teaching experience.
2. The above schedules are not intended to alter agreements entered into between an Employer and a teacher employed for the 1969-70 school year, or before, concerning credit for previous teaching experience.
- F. 1. Effective January 1, 1972, a teacher employed in a member elementary school who has completed ten or more years of consecutive full-time teaching experience in the same member school on or before October 31, 1971, and who does not possess a Baccalaureate Degree shall be paid according to Step 1 of the “B.A.” Scale attached hereto as Appendix “C-1,” and shall advance upon the “B.A.” Scale for the 1972-73 school year and thereafter as if he/she possessed a Baccalaureate Degree and according to the terms and conditions of this Agreement.
2. Effective September 1, 1975, non-degreed teachers employed prior to September 1, 1975, and not being paid on the “B.A.” Scale pursuant to the provisions of Section “1.” above, must obtain at least six course credits, applicable to a Baccalaureate Degree and as otherwise defined in

Section “D.” above, each year to advance to the next step on the salary scales attached hereto as Appendices “C-1,” “C-2,” and “C-3.” A teacher who is covered by this Section and who fails to achieve said six credits in any year shall not advance beyond his/her then current salary step until one of the following occurs:

- a) He/she gains the cumulative number of credits required under this Section for advancement to the next salary step; or
 - b) He/she earns his/her Baccalaureate Degree; or
 - c) Absent either of the above and the teacher is still being paid according to the non-degreed scale as of September 1, 1978, he/she shall be paid \$100 less than the then existing annual rate for a teacher at the “B.A.,” Step 1 level.
3. A non-degreed teacher employed on or after September 1, 1975 shall be paid according to the provisions of Section “1.” above, except that, to be eligible for advancement to the next appropriate salary step as provided for therein, he/she must obtain at least twelve said course credits per year.
 4. A non-degreed teacher seeking advancement to the next appropriate salary step according to the provisions of this Section, shall submit documentation for passing grades in said courses prior to the September 1st of the year for which such advancement is requested.
- G. A teacher currently employed in a member school at the time of the signing of this Agreement and who does not presently possess a Baccalaureate Degree but who subsequently earns a Baccalaureate Degree shall be granted credit for his/her teaching experience prior to the earning of said Baccalaureate Degree according to the schedule shown in Section “F.1.” hereinabove. Similarly, a teacher employed subsequent to the date of this Agreement, but prior to the time he/she earns his/her Baccalaureate Degree, shall be granted credit for his/her teaching experience prior to gaining his/her degree according to the aforementioned schedule contained in Section “F.1.” hereinabove.
- H. For the 1972-73 school year and thereafter, all salary adjustments for credits earned must be requested by the teacher in writing as soon as said credits are earned, but in no event later than the first day of the school semester starting in September or the school semester starting on or after February 1st to be recognized for salary purposes of said semester.
- I. Where a regularly scheduled payday occurs on a Saturday, Sunday or bank holiday, teachers shall be paid on the calendar day immediately preceding said Saturday, Sunday or bank holiday and said payment, if made by check, shall be payable on the date the check is required to be issued pursuant to this

Section. A member school shall provide for direct deposit of paychecks, if requested by a teacher.

- J.
 1. Where a member elementary school has scheduled full-time double sessions of instruction, a regular full-time teacher who teaches both sessions shall be paid according to the appropriate salary schedule, plus \$500 annually; and a teacher who teaches only one such session shall be paid according to the appropriate salary schedule, less \$500 annually.
 2. The above provision shall likewise apply to Kindergarten and Pre-Kindergarten programs. Effective September 1, 1995, the above provision shall likewise apply to nursery school programs for students at least three years old, in which the teacher is employed by the member school, as confirmed by the school's 1994-1995 census filed with the Superintendent's Office.
 3. Effective as of September 1, 1989, the salary scale in effect for teachers of Pre-Kindergarten Programs shall be the same as that provided for Kindergarten Programs. Effective as of September 1, 1995, the salary scale in effect for teachers of three year old and older nursery school programs as defined in paragraph J.2. above shall be the same as that provided for Kindergarten programs.
- K. Effective September 1, 1992, it is understood and agreed that all persons designated Department Heads shall be paid at the annual rate of \$700 for performing the duties of Department Heads, except that where a Department Head is designated for a particular department which has five or more faculty members assigned to the department (other than Department Heads), said Department Head shall be paid at the annual rate of \$800. Payment for teachers assigned to a department on a part-time basis shall be pro-rated.
- L.
 1. Where a lay faculty member in a member secondary school is assigned to teach a 6th class, he/she shall receive additional compensation at the rate of 20% of his/her annual salary based on degree and step, pro-rated to the period of time during the school year when he/she must teach a 6th class.
 2. During the 2011-2012 school year, teachers who teach part-time in combined elementary and secondary schools (equating pro-rata basis);
 - a) Pro-rata salary of an elementary school teacher teaching in a secondary school class shall be based on the secondary school chart for that teacher's step and degree.
 - b) The salary of a secondary school teacher teaching in an elementary school shall continue to be based on the secondary school chart for that teacher's step and degree.

- M. A part-time teacher shall be paid on a pro-rated basis based on step and degree.
- N. Special Subject Teacher as defined in Article 15, Section B.2. shall be paid on a per diem basis based on the following schedule:

	2022-2023	2023-2024	2024-2025
	School Year	School Year	School Year
BA	\$216	\$226	\$236
MA	\$221	\$231	\$241
MA Plus 30	\$226	\$236	\$246
Non-Degreed	\$147	\$157	\$167

ARTICLE 21
TEACHER BENEFITS

- A. 1. *Health Insurance:* Unless otherwise eligible for substantially equivalent coverage under a separate Health Plan, and, upon proper application, each full-time teacher and his/her dependents shall be eligible for the AONY Lay Faculty Employee Health Plan (Health Plan made available to all other lay employees of the New York Archdiocese) or substantially equivalent coverage, including prescription drug coverage provided that the faculty member completes all required enrollment materials and in the case of employee contributions, which shall be 10% of the premium cost thereafter, agrees to the deduction of such contribution from his/her pay checks for his/her portion of the premium expense. It is understood and agreed that the out-of-pocket maximum payments shall be capped at \$1,000 per plan year.
- 2. A teacher in a member school who has been granted a maternity leave of absence, or who is receiving disability insurance benefits pursuant to New York State Disability Insurance law, shall have his/her health and Major Medical Insurance coverage continued for up to the first three months of the Maternity or Health Leave granted pursuant to the provisions of Article 18 (“Leaves”) above, or up to his/her date of termination, whichever occurs first. In the case of a teacher on a disability leave of absence (i.e., who is receiving disability insurance benefits pursuant to New York State Disability Insurance law), he/she shall be eligible to continue his/her health insurance coverage for an additional three months, up to a total of six months. Should said teacher wish to contin-

ue his/her coverage in the above-mentioned plans beyond the period specified above, he/she may do so provided he/she pays to his/her member school, monthly and in advance, the full premium costs and, provided further, he/she is eligible for such continued coverage according to the terms of said insurance plans.

3. Full-time faculty members who retire as of August 31, 1989 or thereafter with at least ten consecutive years of teaching in member schools of the Association, and who retire prior to being eligible for Medicare insurance coverage, shall be eligible to continue their coverage under the then existing Health Insurance Plan at their own expense.

Unless otherwise mutually agreed to by the parties to this Agreement, such coverage shall be discontinued at such time as a teacher attains the age of sixty-five 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 one month in advance, to the member school where he/she was employed at the time of retirement. Failure to make such payment shall result in an automatic discontinuation of coverage as of the 1st day of the month for which premiums have not been received. Such discontinuation of coverage for non-payment of premiums shall not be subject to appeal pursuant to Article 5 or any other provision of this Agreement. Premium rates shall be established according to the rates charged for participating employees during the life of the Agreement. Thereafter, the rates shall be based upon the charges established for the retirees as a group.

- B. *Life Insurance:* Effective September 1, 1998, each full-time teacher shall be provided with group life insurance coverage equal to his/her annual salary as specified in Appendices "C-1," "C-2," and "C-3" of this Agreement, to be paid for by the Employer, subject to benefit reduction provisions and all other provisions of such Plan.
- C. *Annuity Plan:* An Annuity Plan, both fixed and variable in form, shall be made available to each full-time teacher who desires to participate in such plan according to the terms and conditions of said plan. The employer shall match the teachers' contributions to the plan according to this Section. The employer matching contributions shall be implemented according to the following schedule effective January 1, 2005. The employer matching contribution shall be made as soon as practicable in the first quarter of the following year.

Completed Years of Service	Match Rate	Annual Maximum Contribution by Employer
4 or more completed months of service in member schools	\$1.00 for \$1.00	\$1,000
As of the September following the completion of 5 full years of service in member schools	\$1.25 for \$1.00	\$1,000
As of the September following the completion of 10 full years of service in member schools	\$1.50 for \$1.00	\$1,500
As of the September following the completion of 15 full years of service in member schools	\$1.75 for \$1.00	\$1,750
As of the September following the completion of 20 full years of service in member schools	\$1.75 for \$1.00	\$2,000
As of the September following the completion of 25 full years of service in member schools	\$1.75 for \$1.00	\$2,500

Teachers who terminate their employment on or before the end of the academic year, August 31st, shall have their contributions matched according to their completed years of service as of the date of termination.

- D. 1. *Pension Plan*: For the term of this Agreement, the member schools of the Association undertake to continue the coverage of their teachers under the Pension Plan of the Archdiocese of New York, subject to all the provisions of such Plan and subject to any change, modification, amendment or discontinuance of such Plan by the Archdiocese of New York.

2. The terms of such Plan are not incorporated herein by reference.
 3. Should the Archdiocesan Plan be discontinued, the parties agree to enter into negotiations, on the question of pension only, within thirty days of such discontinuance.
 4. The Employer has been advised by the Pension Plan Administrator that the Plan Trustees shall consider the following improvements. If adopted, such changes shall be effective as of September 1, 1993, or such other date as they determine.
 - a) An early retirement provision with an actuarially reduced pension for Plan Participants age 55 and older who have ten (10) or more consecutive years of service in a member school of the Association.
 - b) Benefit vesting after five years of participation in the Plan, subject to all other conditions of the Plan concerning participation.
 - c) Improved entitlement for spousal survivors. 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.
 5. The Employer has been advised by the Pension Plan Administrator that the Plan Trustees shall consider the following improvements. If adopted, such changes shall be effective as of July 1, 1999.
 - a) A Voluntary Retirement Plan for employees age 55 and older and with 10 years of participation in the Archdiocesan Pension Plan as of July 1, 1999. This proposal shall include time for the employee to consider this offer and plan for his/her retirement years. The time period shall be as follows:
 - Eligible employees 55 years of age shall be 7 years.
 - Eligible employees 56 years of age shall be 6 years.
 - All other eligible employees shall be allowed to consider this proposal for a period of 5 years.
 - b) A Final Average Pay Plan for bargaining unit members. 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. *The Prescription Plan* benefit shall be provided as follows:
1. Faculty members who do not participate in the AONY Health Insurance Plan shall be reimbursed for documented prescription charges not otherwise reimbursed by insurance, up to a maximum of \$100 per year. Such amounts shall be paid with the first check in July of each year upon submission of unreimbursed prescription charges.

2. To be eligible for such payment, faculty members must have completed their teaching assignments for the school year.
- F. *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.
- G. *Tuition Assistance for Children of Lay Faculty Members*:
1. Effective September 1, 2022, lay faculty members employed in member schools and who have children enrolled in member schools as full-time regular students shall be granted tuition reductions of up to a maximum of \$1,800 per year, per student, subject to the conditions listed below in Sections 2, 3 and 4.
 2. Notwithstanding the reductions provided for in Section 1, above, tuition reductions shall not apply to tuition charges offset by financial assistance awarded to a student from any source.
 3. a) The waiver of tuition, in whole or in part, shall be only for the period during which the student's parent(s) is employed as a lay faculty member in a member school, but in no event for a period to exceed four years in a member high school and eight years in a member elementary school plus Kindergarten and Pre-Kindergarten.
b) Said student shall be subject to all other conditions, fees and expenses established by said member school and the student's enrollment shall not be counted towards any teacher's teaching load or other work assignment limitation.
Notwithstanding the provisions contained above, tuition reduction arrangements in effect for students enrolled in a member school during the 2000-01 school year and which are more favorable for the student than the reductions contained in this Section, shall be maintained for the life of this Agreement for said students while they continue as students in said member school.
 4. If a tenured teacher is laid off by a member school and is neither employed during the following school year nor offered a teaching position under the provisions of Article 24 ("Reemployment of Tenured and Non-Tenured Teachers Affected by Reductions of Staff at Member Schools") of this Agreement, said teacher shall be entitled to tuition assistance under the provisions of this section for that following school year.
- H. *Long-term Disability Insurance Plan*: Effective as of the date of ratification of this Agreement, each full-time teacher shall be enrolled in the existing

Archdiocese Group Long-Term Disability Insurance Plan underwritten by The Hartford, or a substantially equivalent plan. Subject to the above, the terms of the plan, including subsequent amendments, if any, shall control all determinations as to eligibility and entitlements and such terms are not incorporated into this Agreement.

- I. *Accidental Death and Dismemberment Insurance:* Effective as of the date of ratification of this Agreement, each faculty member covered by this Agreement who is regularly scheduled to work a minimum of 20 hours per week for the duration of the school year, shall be provided with Accidental Death and Dismemberment insurance coverage under a plan to be paid for by the Employer. 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.
- J. *Flexible Spending Accounts:* Effective January 1, 2006, a Flexible Spending Account Program shall be made available to teachers who desire to participate in such a program according to the terms and conditions of said program. Effective January 1, 2015, the Employer shall not be required to provide such a program unless at least 35% of regular full-time employees from such Employer elect to participate in such program. In the event the 35% participation requirement is lowered and/or removed for all other Plan participants, it is agreed that such change will apply at all Employers.
- K. *Retirement Bonus:* The employer shall pay retirement bonuses to those teachers with thirty (30) or more years of experience in ACS schools at the time of retirement who retire as of June 30th of the then current year according to the following schedule:
 - 1. Those who retire in the first contract year shall receive \$10,000.
 - 2. Those who retire in the second contract year shall receive \$7,500.
 - 3. Those who retire in the third contract year shall receive \$5,000.These payments shall be made in two installments, the first by September 15th and the second by November 15th following retirement.

ARTICLE 22 TEACHER TRANSFERS

- A. Except as provided for herein below in Article 24 (Reemployment of Tenured and Non-Tenured Teachers Affected by Reductions of Staff at Member Schools), should a teacher be adversely affected by a reduction in staff or closing of a member school, and so notifies the Superintendent of this fact,

the Superintendent shall undertake to notify all member schools of the teacher's availability and shall encourage Employers to consider teachers so affected for appropriate openings that may develop.

- B. Should a tenured teacher initiate a voluntary transfer to another member school, the following shall apply:
1. The tenured teacher will be given a contract for the new member school which shall be signed by the new member school.
 2. A tenured teacher, if hired, who transfers to another member school at the beginning of a school year shall be employed as a non-tenured teacher for that school year.
 3. A tenured teacher who transfers to another member school during the school year shall be employed as a non-tenured teacher for the remainder of that year and if the transfer occurs later than November 1st of the school year such teacher shall be employed as a non-tenured teacher for the following school year if offered an annual contract.
 4. A tenured teacher who transfers to another member school shall be employed according to his/her degree and step for the following school year.
 5. A tenured teacher who transfers to another member school shall for purposes of benefits retain all his/her years of service.
 6. A tenured teacher who transfers to any member school shall retain 50% of her/his sick leave bank.

ARTICLE 23

LAYOFFS

- A. Each Employer specifically retains the right to close or consolidate its operations and to layoff or terminate the employment of teachers covered by this Agreement due to the elimination of teaching positions resulting therefrom, or for any other reason not in conflict with the express terms and conditions of this Agreement. Notwithstanding the above, the Employer shall not layoff or terminate the employment of a tenured teacher in order to permit it to assign a priest or religious to an assignment in the member school.
- B. Effective as of September 1st following the ratification of this Agreement and notwithstanding Section A above, in the event that an Employer fails to notify a teacher of the closing or consolidation of a member school and/or the layoff of said teacher by May 15 and said teacher is not offered teaching employment in another member school for the following school year, the

employing Employer shall pay to the teacher one (1) week of salary for each year of experience in the schools of the Association up to a maximum of four (4) weeks. It is understood and agreed that the Association may request of the Union an extension beyond the above May 15 date prior to May 15. In such event, in the exercise of its discretion, the Union shall not unreasonably withhold consent to an extension.

- C. Where a lay teacher's position in a member school will be eliminated due to layoff or other reduction in staff, the following procedure shall apply:
1. Elementary Schools
 - a) Non-tenured teacher with less than ten (10) years in the same member school, including all degreed and non-degreed teachers shall be first to be downsized. There is no distinction among non-tenured teachers with less than ten (10) years in the same member school with respect to years of service.
 - b) Non-Tenured, non-degreed teachers with ten (10) or more years in the same member school are next in order of teachers to be downsized.
 - c) Non-Tenured, degreed teachers with ten (10) or more years in the same member school are next in order of teachers to be downsized.
 - d) Tenured teachers to be downsized must be downsized by seniority of tenured years in the same member school.
 2. Secondary Schools
 - a) Except as provided for in section "d" below, bumping shall be restricted to teachers within the same member school and within a specific academic department (e.g., History, English, Mathematics, etc.).
 - b) In the case of non-specialized secondary school courses, tenured teachers holding at least provisional New York State certification in their departmental field shall have the right to bump less senior teachers within their department.
 - c) In the case of specialized secondary school courses, member schools shall have the right to retain a less senior teacher in the position. Should a dispute develop over whether the course is truly specialized or whether the more senior tenured teacher is qualified to teach said course(s), the Union may appeal to a Hearing Officer pursuant to the procedure provided for in Article 13, above. Special requirements established by a member school for the position shall be considered by the Hearing Officer in making his/her decision. This appeal procedure shall be the sole appeal procedure available to the parties concerning disputes over secondary school layoffs and the parties agree that the provisions of Article 5 (Grievance and Arbitration) shall not apply to this section.

d) Subject to section “c” above, where a teacher to be laid off in one department holds tenure and is certified in another departmental area, he/she shall have the right to bump a less senior teacher in the other department, provided he/she has at least one (1) year of teaching experience within that departmental area.

e) Subject to either party’s access to the appeal process in Section C.2.c. above, when a department schedules the layoff of a tenured, certified teacher, the teacher shall have the right to bump a less senior non-tenured teacher in another department within the school, provided the teacher:

- (1) is qualified to teach the normal departmental course load based upon his/her academic preparation, teaching experience and skill level, and
- (2) the department’s scheduling requirements can be satisfactorily complied with, and
- (3) the teacher has, within the last five years, taught for at least one year on a full-time basis or taught at least three different subject matter courses over that five year period in said department.

D. Notwithstanding any other provision of this Agreement, where a teaching position is eliminated as provided for in this Article, the school is both authorized and encouraged to give preferential consideration to non-degreed tenured teachers in said school over degreed tenured teachers in said school with less years of teaching experience in the member school for the remaining teaching position assignments, provided the non-degreed tenured teachers had completed ten (10) or more consecutive full years of teaching experience in the same member school by September 1, 1970, and were granted tenure according to the provisions of Appendix “C” attached hereto.

E. In the event that two or more member schools merge to form one school, the teachers from each school shall be treated as if they had previously worked in the merged school. Their seniority shall be integrated and they shall retain the same rights they had at either of the merging schools including but not limited to tenure, sick days and salary step. Any teachers not retained in the merged school will be placed on priority hiring lists according to the provisions of Article 24, Sections A through D.

ARTICLE 24
REEMPLOYMENT OF TENURED TEACHERS AND
NON-TENURED TEACHERS AFFECTED BY
REDUCTIONS OF STAFF AT MEMBER SCHOOLS

- A. 1. All provisions of this article apply to tenured teachers only. Where specifically mentioned, provisions apply to non-tenured teachers.
2. The Superintendent of Schools or his/her representative shall develop annual placement lists of tenured, non-tenured teachers and part-time teachers who have been laid off by member schools. A copy of these lists and all updates shall be provided contemporaneously to the Union.
3. Placement on the priority list for tenured teachers shall be according to seniority. For purposes of this list, seniority is defined as the number of years as a tenured teacher at any member school before layoff(s). For the purpose of this Article, it is agreed and understood that if a tenured teacher voluntarily transfers from one member school to another member school, then for the purpose of seniority the number of years as a tenured teacher at any member school shall be counted. In the event of a “tie” (i.e., two tenured teachers with the same number of years of tenured service), placement on the list will be determined by additional years of teaching experience in other member schools, if any. Absent this consideration, placement on the list will be based on the original date of hire in the member school effectuating the layoff.
4. A separate placement list for non-tenured teachers will be developed by the Superintendent of Schools or his/her representative. This list will not be based on seniority. A separate placement list for part-time teachers will be developed by the Superintendent of Schools or his/her representative. This list will not be based on seniority.
5. Except as otherwise agreed in writing by the parties to this Agreement, the following process shall be binding upon the parties.
- a) The Association and the Union shall establish, based on the input of the eligible laid-off tenured teachers, separate regional sub-lists utilizing the regional designations in the September 1, 2011 - August 31, 2014 collective bargaining agreement (the “Regional List”) identifying the grade and/or subject preference of each such teacher. Eligible laid-off tenured teachers must submit their grade and/or subject preferences and the specific Regional List(s) they wish to be placed on by no later than May 25th of the then current school year.

A laid-off tenured teacher will be considered qualified for a position if he/she has taught the subject matter/grade level for the open position at a member school within the previous ten (10) years; and

When a Member school has an opening the following procedure should be followed:

- (1) The member school shall notify the Superintendent of Schools or his/her representative of the grade/subject to the specific opening.
- (2) The Superintendent of Schools or his/her representative shall provide the member school with the three (3) most senior names on the Regional List that meet the specific grade/subject of the opening. The member school shall contact the three (3) teachers provided by the Superintendent of Schools to arrange interviews.
- (3) Within five (5) business days of being contacted by the member school, those teachers identified in paragraph (2) above shall schedule an interview with the principal, and if offered the position, must accept such position by email within five (5) business days of said offer. Contact shall be initiated by the member school by email. The Union shall receive a copy of all employment offers. Further, the Association agrees that on an individual basis, it will consider extensions to the five (5) business day time limits where good reason can be shown by the teacher.
- (4) For each opening within a member school, the above procedure shall be followed until such time that for a given school year that applicable Regional List has been exhausted.
- (5) The Regional List shall be updated annually and an eligible laid-off tenured teacher not hired by a member school by September 1st of the year of the lay-off shall remain on the Regional List for that school year and through September 1st of the next following school year

b) Non-tenured teachers will be advised by the Office of the Superintendent of Schools of openings in member schools and member schools will be strongly encouraged to employ these teachers.

- B. It is understood and agreed that should a dispute develop over the question of whether or not a teacher is qualified for a position according to Section “A” above, either party may submit the question of qualifications to a Hearing Officer as provided for in Article 12 above. Special requirements established by a member school for a particular opening (i.e., bilingualism, innovative programming, special ed, specialized high school courses, etc.) shall be considered in the Hearing Officer’s determination of a teacher’s qualifications under this Article. This appeal procedure shall be the sole appeal procedure available to the parties concerning the question of a teacher’s qualifications and the parties agree that the provisions of Article 5 (Grievance and Arbitration) shall not apply to this Section.
- C. For purposes of this Agreement, a full-time permanent teaching position shall be considered open only if a priest or religious is not assigned to it by July 15th preceding the start of the school year.
- D. Notwithstanding the above, a member school may employ without restriction a non-degreed tenured teacher who had completed ten (10) or more consecutive full years of teaching experience in the same member school by September 1, 1970, and was granted tenure according to the provisions of Appendix “C” attached hereto, whose employment has been terminated due to the closing or consolidation of his/her member school, except that said employment shall be offered according to Sections “F” and “G” herein below.
- E. It is understood that should a teacher be offered three interviews and/or three permanent positions pursuant to this Article, and he/she fails to schedule and/or attend the interviews and/or declines to accept the offers according to Section A.5.a. above, there shall be no further obligation on the Association or its member schools to offer employment to said teacher.
- F. A teacher who accepts a position offered in accordance with the provisions of this Article shall be employed as a non-tenured teacher for one year. Where said teacher is rehired by the same member school in accordance with the provisions of this Agreement for a second consecutive full year, said teacher shall be rehired as a tenured teacher effective as of the following September 1st.

If in the course of said teacher’s year of employment as a non-tenured teacher, the teacher’s employment is terminated as a result of a layoff, said teacher shall be deemed to be a tenured teacher for purposes of this Article only and shall be returned to the Regional List. Further, if said teacher is not renewed for any other reason, said teacher will be returned to the Regional List unless the Superintendent of Schools determines that circumstances warrant said teacher not be restored to the Regional List.

- G. 1. A degreed teacher who accepts a position in accordance with the provisions of this Article, shall be credited on a year-for-year basis for teaching experience in all member schools.
- 2. A non-degreed teacher who accepts a position offered in accordance with the provisions of Section “F” hereinabove shall be credited on a year-for-year basis for teaching experience in a member school for up to a maximum of eight years of previous teaching experience in a member school for which said teacher was paid on the “B.A.” scale, at the time of employment in his/her new member school for salary purposes. Further, one year of additional credit shall be granted for every two years of experience beyond the above-mentioned eight years, provided, however, that not more than a combined total of fifteen years of credit shall be granted for all said teaching experience. Said teacher shall be paid according to the “B.A.” scale.
- H. A teacher who is employed in another member school pursuant to the provisions of this Article and who has accumulated unused sick leave prior to termination at his/her member school, shall be entitled to retain said sick leave accumulation up to a maximum of thirty-five (35) days. Effective as of September 1st of the school year following ratification of this Agreement, the teacher shall retain all sick leave accumulated. All such sick leave retained by a faculty member employed in another member school pursuant to the provisions of this Article shall be included in the accumulated unused sick leave provision as provided for by this Agreement.
- I. Newly hired teachers employed by member schools prior to May 1st for the following school year shall be hired subject to the protections granted presently employed degreed tenured teachers under the provisions of this Article.
- J. A tenured or non-tenured teacher who gives up his/her teaching position to become a Principal or Assistant Principal in a member school and whose position is eliminated shall have the right to be placed on the priority-hiring list. Placement on the list shall be based on his/her time having worked as a tenured teacher

ARTICLE 25

OBLIGATIONS OF THE TEACHERS, THE UNION, AND THE ASSOCIATION

- A. Each teacher, member school and the Union 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 this Agreement.

- B. There shall be no strike, slowdown, mass resignation, refusal to work, or any other act which constitutes a complete or partial work stoppage, or which disrupts the educational process of the member schools in any way, on the part of one or more teachers or on the part of the Union or its representatives during the life of this Agreement.
- C. There shall be no concerted action by teachers, by the Union or its representatives, or by the Association or its representatives in an effort to alter, enforce or delete any term or condition of this Agreement during the life of this Agreement.
- D. There shall be no lockout on the part of the Association during the life of this Agreement.
- E. Each teacher shall have the right to volunteer or not to volunteer for any assignment which is beyond the terms of this Agreement.
- F. Demonstrations in connection with the Mass
 1. No demonstration may be held from 15 minutes before, during, or until 15 minutes after a Mass is celebrated at St. Patrick's Cathedral or any other church.
 2. If a Mass is celebrated for member school staff and students as part of the school's normal day or week, the ban on demonstrations from 15 minutes before, during and up until 15 minutes after a Mass shall not apply.
 3. Where any member school is the site of a special Mass to which people from outside the immediate school community are invited, the ban on demonstrations from 15 minutes before, during and up until 15 minutes after a Mass does apply in such instance.
 4. The ban on demonstrations from 15 minutes before, during and up until 15 minutes after a Mass applies beyond the expiration of any ACS-FCT collective bargaining agreement. The FCT pledges to cooperate fully with the ACS to carry out the intent of this Article, including not encouraging or endorsing demonstrations at Mass in violation of this provision by others.
 5. In consideration of the FCT's acceptance of this section in connection with a Mass, except as outlined in paragraph "2" above, the ACS accepts the concept of a permanent mediator to which the parties can have recourse in the event that either party believes that such mediation would

be constructive in reaching a settlement. The ACS and FCT must mutually agree on such mediator.

- G. A teacher shall have a right, upon request to the Employer, to have a union representative present at an investigatory interview which the employee reasonably believes might result in disciplinary action. The exercise of this right may not interfere with legitimate employer prerogatives and the employer has no duty to bargain with any union representative who may be permitted to attend the investigatory interview.

ARTICLE 26

AGENCY FEE

- A. Any bargaining unit member hired after September 1, 1999, or any current bargaining unit member who thereafter voluntarily transfers from one member school to another shall, as a condition of employment, thirty (30) days after such employment or transfer, become and remain a member of FCT in good standing, or pay an agency fee as certified by the Union. All bargaining unit members employed prior to the date of verification as described herein, except those employees who transfer voluntarily from one member school to another, shall be exempt from the provisions of this Article.
- B. Any lay faculty member hired or who voluntarily transfers from one member school to another after the verification referred to in paragraph "A" above who has failed to acquire or thereafter maintain either membership in the Union, or the payment of an agency fee, shall be terminated seven (7) working days after the employer receives written notice from an authorized representative of FCT.
- C. The Employer shall be relieved from making such "check-off" deductions upon (1) termination of employment, (2) transfer to a position other than one covered by the bargaining unit, (3) layoff from work, (4) an unpaid leave of absence, or (5) revocation of the check-off authorization in accordance with its terms of applicable law.
- D. The Federation hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any lay faculty member arising from deductions made by the Employer hereunder, and the Federation further indemnifies and holds the Employer harmless from any claims, actions or proceedings by any government agency or by any group so long as such groups are not funded directly or indirectly by the Employer; however, in either case, the Federation shall retain the right to select defense counsel,

and they shall reserve the right to settle any such case. Once the funds are remitted to the Federation, their disposition shall be the sole and exclusive obligation and responsibility of the Federation.

ARTICLE 27

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 "D," 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 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. For purposes of this Article, Authorization Forms of the Catholic Lay Teachers Group, Inc., previously filed with an Employer, shall be deemed to be valid for the Federation of Catholic Teachers.
- D. 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 the name of the member school where the teacher is employed. Failure to notify the Union within the 30 day period creates an obligation on the member school to pay an amount equal to the monthly dues for every month where notification has not been provided. Such notification can be sent by mail, fax or email to the Union office.

ARTICLE 28

UNION ACTIVITIES

- A. A Union notice may be posted, at the discretion of the Employer, on a member school's bulletin board provided the notice is submitted in advance to the

Employer or his/her designee. Permission to post official notices of Union business shall not be unreasonably denied. Notices limited to date, time and place of union meetings may be posted without permission.

- B. The Union may designate one of its members employed in each member school as a school delegate for purposes of liaison among such members of the Union and the local school administration in matters pertaining to the administration and application of this Agreement and, where mutually agreed upon, on other matters of concern.
- C. A teacher who has been officially designated as the Union's delegate in a member school shall be permitted to conduct official Union business at said member school provided it is done on the teacher's own time and provided further that the undertaking of said business in no way interferes with or disrupts the teaching process or the assignments of other school personnel or students.
- D.
 1. Union officers or, in the place thereof, an Executive Council Member of the Union designated to stand in for a Union officer may visit member schools during the school day provided said officers and representatives request in advance, and receive from the Employer at said member school, permission to visit said school at a time and under such conditions as the Employer may stipulate. Said permission shall not be unreasonably denied.
 2. For purposes of this Section, a teacher who becomes an employee of the Union shall be considered an officer of the Union. Not more than two of the above mentioned officers or representatives shall visit a school at any one time.
- E. In those member schools where preparation periods are scheduled, Union officers shall have at least one of their preparation periods each week scheduled for the last class period. Said Union officers shall be permitted to leave the school during one of said last class preparation periods each week. The scheduling of preparation periods and the right to leave the school shall apply to two preparation periods per week for Union officers in those member schools which schedule more than one preparation period each week. To the extent practicable, the two such preparation periods shall be scheduled consecutively.
- F. Where practicable, and upon the prior approval of the Employer, member school meeting halls shall be made available to the Union during specified periods of time for official Union meetings. Said prior approval shall not be unreasonably denied.

- G. 1. Up to four (4) teachers (provided only 2 from the same member school), employed in member schools of the Association, 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.
 2. a) 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.
 - b) Notwithstanding the above, the Union shall be entitled to designate two members in lieu of the one full-time officer referred to in paragraph 1 above who, if their part-time leave is mutually agreed upon by the Union and the member schools at which they are employed, shall be granted leave on a part-time basis each week without pay for the purpose of performing legitimate duties as officers or employees of the Union. Each such officer or employee must be from two different schools.
 3. The Association shall recommend to the Board of Directors of the Pension Plan and to the administrators of the Tax Sheltered Annuity Plan that teachers granted said leave, and who participate in such plans, be permitted to continue their participation at their own expense.
 4. A teacher who returns to his/her member school shall be paid according to the salary step that would have been applicable had he/she remained in his/her teaching position for the period of such leave.
 5. A teacher on leave of absence for the purpose of performing legitimate duties as an officer or employee of the Union according to the provisions of this Section, and who would be eligible for reemployment under the provisions of Article 24 (“Reemployment of Tenured and Non-Tenured Teachers Affected by Reductions of Staff at Member Schools”) were he/she not on such leave, shall be covered by the provisions of said Article during the final year of such leave of absence.
- H. Union mail addressed to a teacher at his/her school, by name, shall be delivered to the teacher.
- I. Upon timely written request of the Union, and if an Annual Teachers’ Institute is scheduled:
1. A classroom shall be designated and reserved for the use of the Union and the designation shall be listed in the program for the Institute; and

2. An exhibit booth shall be made available to the Union without cost; and
 3. The Union shall be permitted to suggest program items to the Program Committee. The Program Committee, however, reserves the right to finally determine the Program for the Institute.
- J.
1. The Union President shall be granted up to two additional Personal Business Days per year to conduct legitimate Union business where the President is not on a leave of absence from his/her member school as provided for hereinabove. Said Personal Business Days shall be granted according to the provisions of Article 18, Section "A.2."
 2. Officers and Members of the Executive Council of the Union shall be entitled to use one of their days of Personal Business Leave provided for in this Agreement where required to be absent from school for official Union business up to a combined maximum of four days per year. The Union shall designate what days shall be taken and by whom and shall notify the Association in writing of the use of any of the four allowed days.
 3. The Chairman of the Union's Grievance Committee shall be granted two additional Personal Business Days per year to conduct legitimate Union business in connection with his/her duties as the Grievance Committee Chairman where the Chairman is not on a leave of absence from his/her member school as provided for hereinabove. Said Personal Business Days shall be granted according to the provisions of Article 18, Section "A.2."

ARTICLE 29 NO DISCRIMINATION

It is mutually agreed that neither the Employer nor the Union shall discriminate against teachers on the basis of membership or non-membership in the Union, race, color, national origin or sex.

ARTICLE 30 CATECHIST CERTIFICATION PROGRAM

- A. Effective September 1, 1998, or date of employment, whichever is later, all elementary school teachers must make appropriate progress toward certification in the Catechist Certification Program of the Archdiocese of New York. "Appropriate progress" shall mean the achievement of Level One certification during a 3-year period for any elementary school teacher who does not

hold Level One certification, or the achievement of Level Two certification during a 3-year period for any elementary school teacher who does not hold Level Two certification.

- B. Upon completion of Level One, a teacher earns six (6) credits applicable to a salary increase on the BA+15, BA+30, MA+15, or MA+30 lines. Upon completion of Level Two certification, nine (9) additional credits are granted. This plan has been devised so as to provide an added incentive for teachers to complete their certificate.
- C. A teacher who fails to make appropriate progress toward certification shall, the following September, remain at his or her current salary step and, if applicable, forfeit his or her lump sum bonus payment as provided in Article 20, Sections A and B, until such time as the appropriate progress is achieved. Once the appropriate progress is achieved, the teacher shall move up one step the next September (if progress achieved after February 1) or the next February (if progress achieved after September 1), or, if applicable, resume receiving the lump sum bonus.
- D. Section E shall not apply where a teacher is prevented from making appropriate progress due to serious illness or other compelling reason and requests a waiver in writing and submits proper documentation in support of his or her request in writing to his or her Principal. The teacher shall be entitled to such waiver for one 3-year period.
- E. The parties agree to meet as needed to discuss the scheduling and format of the Catechist Certification Program.

ARTICLE 31 MISCELLANEOUS

- A. Upon request of either party, both parties agree to schedule meetings on a monthly basis to discuss matters of mutual concern. The parties shall endeavor to propose agenda items a week in advance of such meetings.
- B. Each member school shall provide adequate lounge and lavatory facilities for teachers to the extent practicable.
- C. Teachers shall participate in the C.C.D. program of member schools on a voluntary basis.
- D. Teachers employed by St. Peter's Boys High School shall be covered by this Agreement in its entirety, except that for those teachers, who as of September 1, 2007, were receiving a salary above the salary rates set forth in this Agreement, such teachers' salary rates shall be established by multiplying

their then current salary rate by the salary increases above provided for in Article 20, Section A.

- E. The Employer shall take reasonable steps consistent with OSHA and any laws, rules and regulations promulgated by any entity having jurisdiction over the schools with respect to ensuring the safety of teachers while at school.
- F. The Employer shall adhere to Emergency Response Protocol as outlined in Safe Schools NY or any successor thereto. Every teacher is to be given the protocols to Shelter-In-Place, Hold-In Place, Evacuate, Lockout, and Lockdown on or before the first (1st) day of school.

ARTICLE 32
CONFORMITY TO LAW-SAVING CLAUSE

- A. If any provision of this Agreement is, or shall at any time be held to be, contrary to law by a court of final appeal of the State of New York or the United States of America, then said provision shall not be applicable or performed or enforced, except to the extent that it is permitted by law.
- B. In the event that any provision of this Agreement is, or at any time shall be held to be, contrary to law, all other provisions of this Agreement shall continue in effect.
- C. The Union and the Employer acknowledge and agree that the terms of employment of teachers in the member schools are subject to the Americans 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 teacher covered by this Agreement, it shall immediately notify the Union of said intent and shall commence negotiations with the Union prior to any such action. It is further agreed that in the event of the failure of the Employer and the Union to reach agreement as to an appropriate course of action within ten (10) days of the commencement of negotiations, the Employer shall be entitled to take whatsoever action is required by the applicable legislation, regulations or determinations.

ARTICLE 33
SUCCESSORS AND ASSIGNS

- A. The Employer agrees that if, during the life of this Agreement, it dissolves the Association, divides the operations of the Association or its member schools into regions or groups, sells, leases, transfers or assigns the operations covered by this Agreement, whether partially or entirely, it shall make any such sale, lease, transfer or assignment conditional upon the assumption of all of the obligations and consent to all of the terms and conditions of this Agreement, including its expiration date, by the purchaser, lessee, transferee, or assignee, including but not limited to parish corporations and schools (whether parish or non-parish) that are members of the Association as of September 1, 2011, their Pastors, Principals, agents, representatives and successors. As used in this and other sections, “operations” means the education of children in Roman Catholic schools within the Archdiocese of New York, the administration of such education, the employment of teachers, guidance counselors and librarians in relation to same, and the maintenance, ownership, leasing and use of the facilities within which such operations take place.
- B. The Employer further agrees that should any of the foregoing changes occur, it shall make any such change conditional upon agreement by the purchaser, lessee, transferee or assignees that the Union shall be recognized as the exclusive representative, for the purposes of collective bargaining, of all full-time and regular part-time lay teachers, guidance counselors and librarians employed by such purchaser, lessee, transferee or assignees, for the life of this Agreement.
- C. The Employer shall inform the purchaser, lessee, transferee or assignees of such operations of the exact terms of this Agreement in writing and shall provide the Union with a copy of said written communication within ten (10) business days of such communication.
- D. The Employer agrees to provide the Union with written notice when the transaction is complete and the Agreement is assumed.

ARTICLE 34
DURATION OF AGREEMENT

- A. This Agreement shall continue in full force and effect up to and including August 31, 2025.

- B. Except where the parties mutually agree in writing to an extension of this Agreement, a party seeking revision of one or more of the terms and conditions of this Agreement shall notify the other party in writing not later than February 1, 2025. Where said notice is given, the parties agree to enter into negotiations on or about March 1, 2025.
- C. During the period covered by this Agreement all of the terms, conditions and provisions of this Agreement shall bind, apply and inure to the benefit of the parties hereto, their constituent members, individually and collectively, their successors, transferees, lessees and assigns.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on this 22nd day of August 22.

ASSOCIATION OF CATHOLIC SCHOOLS

By: *Sr. Patricia Anastasio*

FEDERATION OF CATHOLIC TEACHERS

By: *Joanne Perrotta*

ASSOCIATION OF CATHOLIC SCHOOLS

Sr. Patricia Anastasio
Theresa Bernero
Rich Helmrich
Rev. Daniel Kearney

Michael Lenahan
Rev. Anthony Mizzi-Gili
Ray Vitiello

FEDERATION OF CATHOLIC TEACHERS

Joanne Perrotta, President
Leanne Cole, Vice President
Lifen Lily Liang, Secretary/Treasurer
Teresa Clarke, Union Organizer

MEMBERS OF EXECUTIVE COUNCIL

Barbara Duemesi
Andy Leung
Elice Manzi
Kenneth J. Martineau

Salvatore Pascarella
Gloria N. Reyes
Zoila C. Spelman
Evdokia Tsolomytis-Kalousis

Appendix “A”

LIST OF MEMBERS SCHOOLS OF THE ASSOCIATION
AS OF THE DATE OF THIS AGREEMENT

REGION #1: STATEN ISLAND (15)

Blessed Sacrament	830 Delafield Avenue	10310
Father Vincent Capodanno Catholic Academy	100 Jerome Avenue	10305
Our Lady of Good Counsel	42 Austin Place	10304
Our Lady Queen of Peace	22 Steele Avenue	10306
Our Lady Star of the Sea	5411 Amboy Road	10312
Sacred Heart	301 North Burgher Avenue	10310
St. Ann	125 Cromwell Avenue	10304
St. Charles	200 Penn Avenue	10306
St. Christopher	15 Lisbon Place	10306
St. Clare	151 Lindenwood Road	10308
St. Patrick	3560 Richmond Road	10306
St. Teresa –St Rita Stream Academy	1632 Victory Boulevard	10314
St. Joseph By-the-Sea H.S.	5150 Hylan Boulevard	10312
Notre Dame Academy H.S.	134 Howard Avenue	10301
St. Peter’s Boys H.S.	200 Clinton Avenue	10301

REGION #2: SOUTH MANHATTAN (10)

Epiphany	234 East 22 nd Street	10010
Guardian Angel	193 10 th Avenue	10011
Immaculate Conception	419 East 13 th Street	10009
St. Ignatius Loyola	48 East 84 th Street	10028
St. Joseph of Yorkville	420 East 87 th Street	10128
St. Stephen of Hungary	408 East 82 nd Street	10028

Transfiguration	29 Mott Street	10013
Dominican Academy H.S.	44 East 68 th Street	10065
St. Jean Baptist H.S.	173 East 75 th Street	10021
St. Vincent Ferrer H.S.	151 East 65 th Street	10065

Region #3: North Manhattan (12)

Academy of St Paul & St Ann	114 East 118 th Street	10035
Ascension	220 West 108 th Street	10025
Blessed Sacrament	147 West 70 th Street	10023
Good Shepherd	620 Isham Street	10034
Incarnation	570 West 175 th Street	10033
Mt. Carmel/ Holy Rosary	317 Pleasant Avenue	10035
Our Lady of Lourdes	468 West 143 rd Street	10031
Our Lady Queen of Angels	232 East 113 th Street	10029
Our Lady Queen of Martyrs	71 Arden Street	10040
St. Charles Borromeo	214 West 142 nd Street	10030
St. Elizabeth	612 West 187 th Street	10033
St. Mark the Evangelist	55 West 138 th Street	10037

Region #4: Lower Bronx (10)

Holy Cross	1846 Randall Avenue	10473
Holy Family	2169 Blackrock Avenue	10472
Immaculate Conception	378 East 151 st Street	10455
St. Anselm	685 Tinton Avenue	10455
St. Athanasius	830 Southern Blvd	10459
St. Benedict	1016 Edison Avenue	10465
St. Frances de Chantal	2962 Harding Avenue	10465
St. John Chrysostom	1144 Hoe Avenue	10459

St. Theresa
Msgr. Scanlan H.S.

2872 St. Theresa Avenue
915 Hutchinson River Pkwy

10461
10465

Region #5: Northwest Bronx (11)

Christ the King
Our Lady of Mt. Carmel
Our Lady of Refuge
Sacred Heart
St. Angela Merici
St. Brendan
St. Gabriel
St. Margaret Mary
St. Margaret of Cortona
St. Philip Neri
St. Simon Stock

1345 Grand Concourse
2465 Bathgate Avenue
2708 Briggs Avenue
95 West 168th Street
266 East 163rd Street
268 East 207th Street
590 West 235th Street
121 East 177th Street
452 West 260th Street
3031 Grand Concourse
2195 Valentine Avenue

10452
10458
10458
10452
10451
10467
10463
10453
10471
10468
10457

Region #6: Northeast Bronx (14)

Holy Rosary
Immaculate Conception
Our Lady of Grace
Santa Maria
St. Barnabas
St. Clare
St. Francis of Assisi
St. Francis Xavier
St. Helena
St. Lucy
St. Raymond Elementary

1500 Arnow Avenue
760 East Gun Hill Road
3981 Bronxwood Avenue
1510 Zerega Avenue
413 East 241st Street
1911 Hone Avenue
4300 Baychester Avenue
1711 Haight Avenue
2050 Benedict Avenue
830 Mace Avenue
2380 East Tremont Avenue

10469
10467
10466
10462
10470
10461
10466
10461
10462
10467
10462

St. Barnabas H.S.	425 East 240 th Street	10470
St. Raymond Academy (Girls)	1725 Castle Hill Avenue	10462
St. Raymond Boys H.S.	2151 St. Raymond Avenue	10462

Region #7: South Lower Westchester (10)

Annunciation (Crestwood)	465 Westchester Avenue	10707
Immaculate Conception (Tuckahoe)	53 Winterhill Road	10707
Our Lady of Victory (Mt. Vernon)	38 North Fifth Avenue	10550
Sacred Heart (Yonkers)	34 Convent Avenue	10703
St. Anthony (Yonkers)	1395 Nepperhan Avenue	10703
St. Eugene (Yonkers)	707 Tuckahoe Road	10710
St. John the Baptist (Yonkers)	670 Yonkers Avenue	10704
St. Joseph (Bronxville)	30 Meadow Avenue	10708
St. Peter (Yonkers)	204 Hawthorne Avenue	10705
Sacred Heart H.S (Yonkers)	34 Convent Avenue	10703

Region #8: Mid & Upper Westchester (11)

Corpus Christi-Holy Rosary (Port Chester)	135 South Regent Street	10573
Immaculate Heart of Mary (Scarsdale)	201 Boulevard	10583
Our Lady of Mt. Carmel (Elmsford)	59 East Main St	10523
Our Lady of Sorrows (White Plains)	888 Mamaroneck Avenue	10605
Resurrection (Rye)	116 Milton Road	10580
Sacred Heart (Hartsdale)	59 Wilson Street	10530
Sts. John & Paul (Larchmont)	280 Weaver Street	10538
St. Augustine (Ossining)	Eagle Park – 381 North Highland Avenue	10562
St. Columbanus (Cortlandt Manor)	122 Oregon Road	10567
St. Patrick (Yorktown Heights)	117 Moseman Road	10598
Transfiguration (Tarrytown)	40 Prospect Avenue	10591

**Region #9: Western Upper Counties
(Orange, Rockland) (6)**

Most Precious Blood (Walden)	180 Ulster Avenue	12586
Our Lady of Mt. Carmel (Middletown)	205 Wawayanda Avenue	10940
St. Anthony – St Paul	34 West Nyack Road	10954
St. Gregory Barbarigo (Gamerville)	29 Cinder Road	10923
St. John (Goshen)	77 Murray Avenue	10924
St. Margaret (Pearl River)	33 North Magnolia Street	10965

**Region #10: Northern-Eastern Upper
Counties (6)
(Dutchess, Putnam, Ulster, Sullivan)**

Holy Trinity (Poughkeepsie)	20 Springside Avenue	12603
Kingston Catholic (Kingston)	159 Broadway	12401
St. Denis/St Columba (Hopewell Junction)	PO Box 368, 849 Route 82	12533
St. James the Apostle (Carmel)	12 Gleneida Avenue	10512
St. Martin de Porres (Poughkeepsie)	122 Cedar Valley Road	12603
St. Mary (Fishkill)	106 Jackson Street, Box 780	12524

APPENDIX "B-1"

ANNUAL AGREEMENT OF EMPLOYMENT FOR
FULL-TIME ELEMENTARY SCHOOL TEACHERS

- A. Agreement made this _____ day of _____, 20____ by and between _____
School hereinafter referred to as the "school," and _____, hereinafter
referred to as the "teacher."
- B. This Agreement is subject to the provisions of the Collective Bargaining Agreement
entered into by and between the Association of Catholic Schools and the Federation of
Catholic Teachers, said Agreement being made a part hereof by reference.
- C. This Agreement shall be effective from _____ 20____, to _____ 20____, during which
time the teacher shall be compensated at the annual rate contained in the Collective Bargaining
Agreement referred to hereinabove.
1. Step ____ Degree Column without Catechetical Certification: _____ Annual Salary \$ _____
2. Catechetical Certification
- Step ____ Degree Column with Catechetical Certification: _____ Annual Salary \$ _____
3. Extended Day (15% of line 1 or line 2) Yes: _____ No: _____ Amount \$ _____
4. **Total Annual Salary based on all of the above: Amount \$ _____**
5. Eligible for \$450/\$450 lump sum payments Yes: _____ No: _____
6. The teacher will begin his/her _____ year of service in all member schools as of
September 1, 20 _____.
- D. The teacher agrees to teach in the school according to supervision, authority, rules and
regulations of the school insofar as they are not in conflict with the Collective Bargaining
Agreement referred to hereinabove.
- This teacher _____ tenure as of (the following) September 1, 20 _____, according to
(has or does not have)
the terms of the Collective Bargaining Agreement referred to hereinabove. (Teacher completes
this section after discussion with principal prior to the entering into this Agreement.)

E. I have been evaluated _____ times during the school year. (Teacher completes this section prior to entering into this Agreement.) *

F. I have /have not received a written evaluation. (Teacher completes this section by striking out the inapplicable language prior to the entering into this Agreement.)*

*The failure of a member school to perform a classroom evaluation of a non-tenured teacher does not entitle a teacher to tenure.

G. Have you obtained the appropriate New York State certification? Yes ___ No ___

If "Yes," What Type? Provisional/Initial ___ Permanent/Professional ___

If answer to above is "No," and you are not exempt, will you secure the necessary six (6) credits by September 1, 20____? Yes ___ No ___

A fully executed copy of this Agreement shall be given to the teacher within twenty-one (21) days of the date set forth in Paragraph A.

SIGNED:

Teacher

Employer/School

Home Address

By: _____

Town (or Borough) & Zip

Title

Date of Original Tenure in this school: September 1, _____

If tenure was lost and regained, date most recently regained: September 1, _____

APPENDIX "B-2"

ANNUAL AGREEMENT OF EMPLOYMENT FOR
FULL-TIME ELEMENTARY SCHOOL TEACHERS
WORKING IN MORE THAN ONE MEMBER SCHOOL 5 FULL DAYS PER WEEK

- A. Agreement made this _____ day of _____, 20 ____ by and between _____ School hereinafter referred to as the "carrying school," and _____, hereinafter referred to as the "teacher." The carrying school is the school where the teacher has the earliest hire date.
- B. This Agreement is subject to the provisions of the Collective Bargaining Agreement entered into by and between the Association of Catholic Schools and the Federation of Catholic Teachers, said Agreement being made a part hereof by reference.
- C. This Agreement shall be effective from _____ 20 ____, to _____ 20 ____, during which time the teacher shall be compensated at the annual rate contained in the Collective Bargaining Agreement referred to hereinabove.
1. Step ____ Degree Column without Catechetical Certification: ____ Annual Salary \$ _____
2. Catechetical Certification
- Step ____ Degree Column with Catechetical Certification: ____ Annual Salary \$ _____
3. Extended Day (15% of line 1 or line 2) Yes: ____ No: ____ Amount \$ _____
4. Total Annual Salary based on all of the above: Amount \$ _____
5. Eligible for \$450/\$450 lump sum payments Yes: ____ No: ____
6. The teacher will begin his/her ____ year of service in all member schools as of September 1, 20 _____.
- D. The teacher agrees to teach in the school according to supervision, authority, rules and regulations of the school insofar as they are not in conflict with the Collective Bargaining Agreement referred to hereinabove.
- This teacher _____ tenure in the carrying school as of (the following) September 1, 20 ____ (has or does not have) according to the terms of the Collective Bargaining Agreement referred to hereinabove. (Teacher completes this section after discussion with principal prior to entering into this Agreement.)

E. I have been evaluated _____ times during the school year. (Teacher completes this section prior to entering into this Agreement.) *

F. I have /have not received a written evaluation. (Teacher completes this section by striking out the inapplicable language prior to the entering into this Agreement.)*

*The failure of a member school to perform a classroom evaluation of a non-tenured teacher does not entitle a teacher to tenure.

G. Have you obtained the appropriate New York State certification? Yes ___ No ___

If "Yes," What Type? Provisional/Initial ___ Permanent/Professional ___

If answer to above is "No," and you are not exempt, will you secure the necessary six (6) credits by September 1, 20____? Yes ___ No ___

H. This Agreement may be signed in counterpart(s) with copies being considered originals.

A fully executed copy of this Agreement shall be given to the teacher within twenty-one (21) days of the date set forth in Paragraph A.

SIGNED:

Teacher

Carrying School
Days Worked: M T W Th F (____%)

Home Address

By: _____

Town (or Borough) & Zip

Title

2. _____
Non-Carrying School
Days Worked: M T W Th F (____%)

3. _____
Non-Carrying School
Days Worked: M T W Th F (____%)

By: _____

By: _____

Title: _____

Title: _____

Note: Carrying School is responsible for the execution by other.

Date of Original Tenure in this school: September 1, _____

If tenure was lost and regained, date most recently regained: September 1, _____

APPENDIX "B-3"

**ANNUAL AGREEMENT OF EMPLOYMENT FOR
PART-TIME ELEMENTARY SCHOOL TEACHERS
WHO WORK A PART-TIME SCHEDULE UP TO 5 FULL DAYS
PER WEEK IN THE SAME MEMBER SCHOOL**

- A. Agreement made this ____ day of _____, 20 ____ by and between _____ School hereinafter referred to as the "school," and _____, hereinafter referred to as the "teacher."
- B. The teacher is employed in the school according to the following terms and conditions: A part-time teacher working in the same member school up to five days per week but not with a full-time schedule and shall be paid on a pro-rated basis based on step and degree.

Salary

1. Step ____ Degree Column ____
2. Salary based on Step and Degree Column Amount \$ _____
3. % of day worked _____
4. Total Annual Salary (% of line 2) Amount \$ _____

C. Benefits

1. Health Insurance: A part-time teacher regularly employed for twenty (20) hours per week or more in member schools of the Association as provided for in Article 21 of this Agreement, may elect to receive health insurance coverage through his/her employing school(s). The school will defray part of the premium based on percentage of the week worked.
2. Pension Plan: A part-time teacher regularly employed for twenty (20) hours per week or more in member school(s) shall be covered under the pension plan as described in in Article 21, Section D.1. of this Agreement.
3. Sick Leave:
 - a. A part-time teacher being paid on a pro-rated basis is entitled to five days of sick leave per semester based on the percentage of time worked.
 - b. Unused sick days may be accumulated for use in the school where earned for sick leave only, pro-rated up to a maximum of one hundred five (105) days.
 - c. A part-time teacher shall be eligible for short-term disability insurance benefits as described in in Article 21, Section A.2. of this Agreement.
 - d. A part-time teacher regularly employed for twenty (20) hours per week or more in member school(s) is also covered by the Archdiocesan Long-Term Disability Insurance as described in in Article 21, Section H. of this Agreement.

4. Accidental Death & Dismemberment and Life Insurance:
A part-time teacher regularly employed for twenty (20) hours per week or more in member school(s) shall be covered under Article 21, Section I of this Agreement.
5. A part-time teacher employed for twenty (20) hours per week or more in member school(s) shall be eligible to receive 50% of the tuition assistance for children of lay faculty members according to Article 21G.
6. A part-time teacher employed for a full school day shall be entitled to a minimum of a 30 minute duty free lunch period during said school day.
7. Part-time teachers shall be covered by the provisions of Article 26 (Agency Fee) and Article 27 (Union Dues/Agency Fee Check Off) of the Collective Bargaining Agreement.
8. This Agreement shall be effective as of _____, 20____. This Agreement may be cancelled by either party upon five (5) days written notice.
9. Other than as set forth in sections B and C above, no other provisions of the contract between the Association of Catholic Schools and the Federation of Catholic Teachers apply to part-time Teachers.

A fully executed copy of this Agreement shall be given to the teacher within twenty-one (21) days of the date set forth in Paragraph A.

SIGNED:

Teacher

Employer/School

Home Address

By: _____

Town (or Borough) & Zip

Title

APPENDIX "B-4"

ANNUAL AGREEMENT OF EMPLOYMENT FOR
PART-TIME ELEMENTARY SCHOOL TEACHERS (PER DIEM SPECIALS TEACHERS)
WHO WORK LESS THAN 5 FULL DAYS

- A. Agreement made this ____ day of _____, 20 ____ by and between _____ School, hereinafter referred to as the "billing school," and _____, hereinafter referred to as the "teacher." The billing school (usually where the teacher works the most days) will bill the non-billing school(s) for health insurance and all other Archdiocesan benefits provided for herein.
- B. 1. The teacher is employed in a member elementary school(s) at least one but less than five days per week as a teacher of Art, Music, Physical Education, Computer Science, Health, Religion, Foreign Language or Library Science.
2. Salary: Such teachers are to be paid for each regularly assigned day of teaching according to the daily rate schedule in the collective bargaining agreement (Article 20.N.).

Day(s) Worked in This School (circle all that apply):

M-T-W-Th-F

- C. Holiday Pay: Part-time teachers shall be paid only for those days for which they are regularly assigned to work and which they in fact worked, except that they shall also be paid for holidays that occur on a regularly assigned day of work, exclusive of vacations, or recess periods such as Christmas, Midwinter and Easter vacations.
- D. Benefits:
1. Health Insurance: A part-time teacher regularly employed for twenty (20) hours per week or more in member schools of the Association as provided for in Article 21 of this Agreement, may elect to receive health insurance coverage through his/her employing school(s). The school(s) will defray part of the premium in accordance with the following schedule:

WEEKLY TEACHING SCHEDULE	PERCENTAGE OF PREMIUM DEFRAID
1 day	20%
2 days	40%
3 days	60%
4 days	80%
5 days	100%

The school where the eligible teacher works the greatest number of days per week is usually designated the "billing school" for billing of health insurance and all other Archdiocesan benefits as described herein. The billing school adds the part-time teacher

to its coverage and it pays the appropriate percentage above. The other school(s), if any, pay the billing school for their percentages. The part-time teacher pays any remaining un-defrayed percentages.

2. Pension Plan: A part-time teacher regularly employed for twenty (20) hours per week or more in member school(s) shall be covered under the pension plan as described in Article 21, Section D.1. of this Agreement.
3. Sick Leave:
 - a. A part-time teacher is entitled to one (1) day of sick leave per semester for each day per week he or she is employed in the school(s).
 - b. Unused sick days may be accumulated for use in the school where earned for sick leave only, pro-rated up to a maximum of one hundred five (105) days.
 - c. A part-time teacher shall be eligible for short-term disability insurance benefits as described in Article 21, Section A.2. of this Agreement.
 - d. A part-time teacher regularly employed for twenty (20) hours per week or more in member school(s) is also covered by the Archdiocesan Long-Term Disability Insurance as described in Article 21, Section H. of this Agreement.
4. Accidental Death & Dismemberment and Life Insurance:
A part-time teacher regularly employed for twenty (20) hours per week or more in member school(s) shall be covered under Article 21, Section I of this Agreement.
5. A part-time teacher employed for twenty (20) hours per week or more in member school(s) shall be eligible to receive 50% of the tuition assistance for children of lay faculty members according to Article 21G.
6. A part-time teacher employed for a full school day shall be entitled to a minimum of a 30 minute duty free lunch period during said school day.
7. Part-time teachers shall be covered by the provisions of Article 26 (Agency Fee) and Article 27 (Union Dues/Agency Fee Check Off) of the Collective Bargaining Agreement.
8. This Agreement shall be effective as of ____ 20____. This Agreement may be cancelled by either party upon five (5) days written notice.
9. Other than as set forth in sections B and C above, no other provisions of the contract between the Association of Catholic Schools and the Federation of Catholic Teachers apply to part-time Teachers.

E. This Agreement may be signed in counterparts(s) with copies being considered originals

A fully executed copy of this Agreement shall be given to the teacher within twenty-one (21) days of the date set forth in Paragraph A.

SIGNED:

Teacher

Home Address

Town (or Borough) & Zip

2. _____
Non-Billing School
Days Worked: M-T- W-Th-F

By: _____

Title: _____

Billing School
Days Worked: M-T-W-Th-F

By: _____

Title

3. _____
Non-Billing School
Days Worked: M-T-W-Th-F

By: _____

Title: _____

APPENDIX "B-5"

ANNUAL AGREEMENT OF EMPLOYMENT FOR
FULL-TIME HIGH SCHOOL TEACHERS

- A. Agreement made this ____ day of _____, 20 ____ by and between _____ School hereinafter referred to as the "school," and _____, hereinafter referred to as the "teacher."
- B. This Agreement is subject to the provisions of the Collective Bargaining Agreement entered into by and between the Association of Catholic Schools and the Federation of Catholic Teachers, said Agreement being made a part hereof by reference.
- C. This Agreement shall be effective from ____ 20 _____, to ____ 20 _____, during which time the teacher shall be compensated at the annual rate contained in the Collective Bargaining Agreement referred to hereinabove.
1. Step _____ Degree Column _____ Annual Salary \$ _____
 2. 6th class Yes _____ No _____
If yes, 20% of line 1 pro-rated for the period of time the teacher must teach a 6th class
Amount \$ _____
 3. Department Chair Yes: _____ No: _____ If yes, stipend amount \$ _____
 4. Total Annual Salary based on all of the above: Amount \$ _____
 5. Eligible for \$450/\$450 lump sum payments Yes: _____ No: _____
 6. The teacher will begin his/her ____ year of service in all member schools as of September 1, 20 _____.
- D. The teacher agrees to teach in the school according to supervision, authority, rules and regulations of the school insofar as they are not in conflict with the Collective Bargaining Agreement referred to hereinabove.
- This teacher _____ tenure as of (the following) September 1, 20 _____, according to (has or does not have)
- the terms of the Collective Bargaining Agreement referred to hereinabove. (Teacher completes this section after discussion with principal prior to the entering into this Agreement.)
- E. I have been evaluated ____ times during the school year. (Teacher completes this section prior to entering into this Agreement.) *

F. I have /have not received a written evaluation. (Teacher completes this section by striking out the inapplicable language prior to the entering into this Agreement.)*

*The failure of a member school to perform a classroom evaluation of a non-tenured teacher does not entitle a teacher to tenure.

G. Have you obtained the appropriate New York State certification? Yes ___ No ___

If "Yes," What Type? Provisional/Initial ___ Permanent/Professional ___

If answer to above is "No," and you are not exempt, will you secure the necessary six (6) credits by September 1, 20____? Yes ___ No ___

A fully executed copy of this Agreement shall be given to the teacher within twenty-one (21) days of the date set forth in Paragraph A.

SIGNED:

Teacher

Employer/School

Home Address

By: _____

Town (or Borough) & Zip

Title

Date of Original Tenure in this school: September 1, _____

If tenure was lost and regained, date most recently regained: September 1, _____

APPENDIX "B-6"

ANNUAL AGREEMENT OF EMPLOYMENT FOR
PART-TIME HIGH SCHOOL TEACHERS

- A. Agreement made this ____ day of _____, 20 ____ by and between _____ School hereinafter referred to as the "school," and _____, hereinafter referred to as the "teacher."
- B. The teacher is employed in the School according to the following terms and conditions:
A part time high school teacher is any high school teacher employed less than on a full-time basis. Such teachers shall be paid on a pro-rated basis based on step and degree.

Salary

1. Step ____ Degree Column ____
2. Salary based on Step and Degree Column Amount \$ _____
3. % of schedule worked _____
4. Total Annual Salary (% of line 2) Amount \$ _____
5. Department Chair Yes ____ No ____ Stipend \$ _____
6. Total Annual Salary based on all the above: Amount \$ _____

C. **Benefits**

1. Health Insurance: A part-time teacher regularly employed for twenty (20) hours per week or more in member schools of the Association as provided for in Article 21 of this Agreement, may elect to receive health insurance coverage through his/her employing school(s). The school will defray part of the premium based on percentage of the week worked.
2. Pension Plan: A part-time teacher regularly employed for twenty (20) hours per week or more in member school(s) shall be covered under the pension plan as described in in Article 21, Section D.1. of this Agreement.
3. Sick Leave:
 - a. A part-time teacher being paid on a pro-rated basis is entitled to five days of sick leave per semester based on the percentage of time worked.
 - b. Unused sick days may be accumulated for use in the school where earned for sick leave only, pro-rated up to a maximum of one hundred five (105) days.
 - c. A part-time teacher shall be eligible for short-term disability insurance benefits as described in in Article 21, Section A.2. of this Agreement.

- d. A part-time teacher regularly employed for twenty (20) hours per week or more in member school(s) is also covered by the Archdiocesan Long-Term Disability Insurance as described in in Article 21, Section H. of this Agreement.

- 4. Accidental Death & Dismemberment and Life Insurance:
A part-time teacher regularly employed for twenty (20) hours per week or more in member school(s) shall be covered under in Article 21, Section I of this Agreement.

- 5. A part-time teacher employed for twenty (20) hours per week or more in member school(s) shall be eligible to receive 50% of the tuition assistance for children of lay faculty members according to Article 21G.

- 6. A part-time teacher employed for a full school day shall be entitled to a minimum of a 30 minute duty free lunch period during said school day.

- 7. Part-time teachers shall be covered by the provisions of Article 26 (Agency Fee) and Article 27 (Union Dues/Agency Fee Check Off) of the Collective Bargaining Agreement.

- 8. This Agreement shall be effective as of ____ 20____. This Agreement may be cancelled by either party upon five (5) days written notice.

- 9. Other than as set forth in sections B and C above, no other provisions of the contract between the Association of Catholic Schools and the Federation of Catholic Teachers apply to part-time Teachers.

A fully executed copy of this Agreement shall be given to the teacher within twenty-one (21) days of the date set forth in Paragraph A.

SIGNED:

Teacher

Employer/School

Home Address

By:

Town (or Borough) & Zip

Title

APPENDIX "C-1"
LAY TEACHERS IN ELEMENTARY AND SECONDARY SCHOOLS
SALARY SCHEDULE EFFECTIVE SEPTEMBER 1, 2022 TO AUGUST 31, 2023

STEP	NON-DEG	BA	BA+15	BA+30	MA	MA+15	MA+30
1	46,839	52,419	52,867	53,314	53,983	54,428	54,874
2	47,063	53,314	53,759	54,205	54,874	55,320	55,766
3	47,287	54,205	54,651	55,098	55,766	56,213	56,660
4	47,734	55,098	55,545	55,993	56,660	57,107	57,551
5	47,955	55,993	56,437	56,882	57,551	57,997	58,444
6	48,170	57,767	58,213	58,660	59,329	59,776	60,220
7	49,795	59,776	60,220	60,669	61,338	61,787	62,230
8	50,357	60,669	61,113	61,560	62,230	62,678	63,124
9	50,912	61,560	62,007	62,453	63,124	63,570	64,017
10	51,473	62,453	62,899	63,346	64,017	64,463	64,908
11		64,229	64,678	65,122	65,791	66,238	66,684
12		65,170	66,684	67,132	67,802	68,247	68,694
13			67,624	68,023	68,694	69,143	69,585
14				68,965	69,585	70,033	70,481
15					70,481	70,926	71,372
16					71,418	71,821	72,264
17						72,757	73,203

APPENDIX "C-2"
LAY TEACHERS IN ELEMENTARY AND SECONDARY SCHOOLS
SALARY SCHEDULE EFFECTIVE SEPTEMBER 1, 2023 TO AUGUST 31, 2024

STEP	NON-DEG	BA	BA+15	BA+30	MA	MA+15	MA+30
1	48,244	53,992	54,453	54,913	55,602	56,061	56,520
2	48,475	54,913	55,372	55,831	56,520	56,980	57,439
3	48,706	55,831	56,291	56,751	57,439	57,899	58,360
4	49,166	56,751	57,211	57,673	58,360	58,820	59,278
5	49,394	57,673	58,130	58,588	59,278	59,737	60,197
6	49,615	59,500	59,959	60,420	61,109	61,569	62,027
7	51,289	61,569	62,027	62,489	63,178	63,641	64,097
8	51,868	62,489	62,946	63,407	64,097	64,558	65,018
9	52,439	63,407	63,867	64,327	65,018	65,477	65,938
10	53,017	64,327	64,786	65,246	65,938	66,397	66,855
11		66,156	66,618	67,076	67,765	68,225	68,685
12		67,125	68,685	69,146	69,836	70,294	70,755
13			69,653	70,064	70,755	71,217	71,673
14				71,034	71,673	72,134	72,595
15					72,595	73,054	73,513
16					73,561	73,976	74,432
17						74,940	75,399

APPENDIX "C-3"
LAY TEACHERS IN ELEMENTARY AND SECONDARY SCHOOLS
SALARY SCHEDULE EFFECTIVE SEPTEMBER 1, 2024 TO AUGUST 31, 2025

STEP	NON-DEG	BA	BA+15	BA+30	MA	MA+15	MA+30
1	49,209	55,072	55,542	56,011	56,714	57,182	57,650
2	49,445	56,011	56,479	56,948	57,650	58,120	58,588
3	49,680	56,948	57,417	57,886	58,588	59,057	59,527
4	50,149	57,886	58,355	58,826	59,527	59,996	60,464
5	50,382	58,826	59,293	59,760	60,464	60,932	61,401
6	50,607	60,690	61,158	61,628	62,331	62,800	63,268
7	52,315	62,800	63,268	63,739	64,442	64,914	65,379
8	52,905	63,739	64,205	64,675	65,379	65,849	66,318
9	53,488	64,675	65,144	65,614	66,318	66,787	67,257
10	54,077	65,614	66,082	66,551	67,257	67,725	68,192
11		67,479	67,950	68,418	69,120	69,590	70,059
12		68,468	70,059	70,529	71,233	71,700	72,170
13			71,046	71,465	72,170	72,641	73,106
14				72,455	73,106	73,577	74,047
15					74,047	74,515	74,983
16					75,032	75,456	75,921
17						76,439	76,907

APPENDIX "D"

DUES DEDUCTION/AGENCY FEE AUTHORIZATION

I hereby request and authorize my employer, or any other member school of the Association which subsequently employs me during the period this authorization form is in effect, and according to the arrangements agreed upon with the Union, to deduct from my salary and to transmit to the Union the dues/agency fee, as certified by the Union. I hereby waive the right and claim for said monies so deducted and transmitted in accordance with this authorization, and release my employer and any other member school of the Association that subsequently becomes my employer during the period this authorization is in effect, of any liability thereof. This authority shall be irrevocable for a period of one year unless revoked by me in writing to the member school that is my employer at the time of said revocation and to the Union during the thirty (30) day period designated by the Union in its By-Laws.

I hereby authorize the following deduction (please check one) by my employer from my salary:

Union Dues _____ Agency Fees _____

Employee's Signature

Date

PLEASE NOTE: This is not an application for union membership.

Appendix "E-1"

Archdiocese of New York

Superintendent of Schools

Teacher Observation Report

Teacher's Name: _____ Date of Visit: _____
 Teacher's Status: _____ Tenure _____ Non-Tenure Time of Visit: From _____ to _____
 Subject: _____ Room: _____ Grade: _____
 Name of Observer: _____ Title: _____

HE – Highly Effective E – Effective D – Developing I – Ineffective

NB: If D or I is noted in any section, the basis for said ratings must be noted in the space provided at the end of the section (use additional pages if needed). Constructive suggestions for improvement must be included. All comments are to be of a factual nature.

Domain 1: Planning and Preparation	
1A – Demonstrating Knowledge of Content, Pedagogy, NYS Next Generation Learning Standards, and Curriculum within the context of Catholic Doctrine and Beliefs.	
	Lesson and unit plans that reflect important concepts in the discipline
	Lesson and unit plans that accommodate prerequisite relationships among concepts and skills
	Clear and accurate classroom explanations
	Accurate answers to students' questions
	Feedback to students that furthers learning
	Interdisciplinary connections in plans and practice
1B - Demonstrating Knowledge of Students	
	Formal and informal information about students gathered by the teacher for use in planning instruction
	Student interests and needs incorporated by the teacher in planning
1C – Setting Instructional Outcomes	
	Outcomes are of a challenging cognitive level
	Outcomes are written in terms of what students will learn rather than what they will do
	Outcomes are central to the discipline and are related to those in other disciplines, when applicable
	Outcomes can be assessed objectively
1D – Demonstrating Knowledge of Appropriate Resources	
	Based on student needs and for classroom use
	To extend content knowledge, pedagogy and integration of technology, when appropriate
1E – Designing Coherent Instruction	
	Lessons that support instructional outcomes and reflect important concepts
	Instructional maps that indicate relationships to prior learning
	Activities that represent high-level thinking
	Opportunities for student choice, when appropriate
	Learning groups (if used) are strategically planned prior to the lesson
	Structured lesson plans

Teacher Observation Report

1F – Designing Student Assessments

	Lesson plans indicating correspondence between assessments and instructional outcomes
	Assessment types suitable to the style of outcome
	Variety of performance opportunities for students
	Expectations clearly written with descriptors for each level of performance
	Formative assessments designed to inform real time decision making by the teacher during instruction

Domain 1 Comments:

Domain 2: The Classroom Environment

2A - Creating a Catholic Environment of Respect and Rapport

	Catholic Identity is evident in the classroom environment
	The teacher has high expectations for both behavior and academics
	The relationship between the teacher and the students and among the students is warm and supportive
	The classroom is a place where students are safe, encouraged and supported
	Modeling and guidance to support spiritual development and Catholic formation

2B – Establishing a Culture for Learning

	Belief in the value of what is being learned
	High expectations, supported through both verbal and nonverbal behaviors, for both learning and participation
	Expectation of high-quality work on the part of students
	Expectation and recognition of effort and persistence on the part of students
	High expectations for expression and work products

2C – Managing Classroom Procedures to Maximize Instructional Time

	Clearly articulated expectations
	Monitor established routines
	Smooth functioning of transitions
	Students playing an important role in carrying out the routines
	Collaborates with and directs paraprofessionals and volunteers (as applicable)

Teacher Observation Report

2D – Managing Student Behavior	
	Clear standards of conduct, possibly posted, and possibly referred to during a lesson
	Mutual dignity and respect are maintained during teacher-student interactions
	Teacher awareness of student conduct
	Preventive action when needed by the teacher
	Reinforcement of positive behavior

2E – Organizing Physical Space	
	Pleasant, inviting atmosphere
	Safe environment
	Accessibility for all students
	Furniture arrangement suitable for the learning activities
	Effective use of physical resources, including computer technology when practical and appropriate, by both teacher and students

Domain 2 Comments:

Domain 3: Instruction

3A – Communicating with Students	
	Clarity of lesson purpose
	Clear directions and procedures specific to the lesson activities
	Clear and accurate explanations of content, concepts, and strategies
	Correct use of language

3B – Using Questioning and Discussion Techniques	
	A variety of high-quality questions drive the lesson
	Questions build to higher levels of cognition
	Evidence of broad student engagement during class discussion

3C – Engaging Students in Learning	
	Evidence of student enthusiasm, interest, thinking, problem solving, etc.
	Learning tasks that require high-level student thinking and invite students to explain their thinking
	Students highly motivated to work on all tasks and persist even when the tasks are challenging
	Suitable pacing of the lesson

3D – Using Assessment in Instruction	
	The teacher is attentive to evidence of student learning
	The teacher utilizes formative assessment techniques to monitor student learning and to offer feedback
	Students assess their own work against established criteria

Appendix "E-1"

Archdiocese of New York

Superintendent of Schools

Teacher Observation Report

3E – Demonstrating Flexibility and Responsiveness	
	The teacher incorporates students' interests and current events into a lesson
	The teacher adjusts instruction in response to evidence of learning
	The teacher seizes on a teachable moment
Domain 3 Comments:	
Commendable Features of the Lesson:	
Suggestions for Growth:	

Signatures - A teacher's signature merely indicates that s/he has seen this observation report and received a copy before its placement in the performance file.

Observer's Signature

Teacher's Signature

Date Presented

Date of Return

APPENDIX "E-3"

Archdiocese of New York

Superintendent of Schools

Walkthrough Protocol

Teacher Name:		Action Plan Goal:
Date:	Time:	Subject/Grade:
Conducted By:		Focus:

1. FOCUS ON CURRICULUM

1a. What is the learning objective(s) for the lesson?
Objective(s):

1b. Learning objective(s) is evident to the students (select one)

<input type="checkbox"/> Evident	<input type="checkbox"/> Not evident	<input type="checkbox"/> Unable to determine
----------------------------------	--------------------------------------	----------------------------------------------

1c. Learning objective(s) on target with pacing guide for grade level standards (select one)

<input type="checkbox"/> Evident	<input type="checkbox"/> Not evident	<input type="checkbox"/> Unable to determine
----------------------------------	--------------------------------------	----------------------------------------------

1d. Learning Objective(s) on target with Catechetical Guidelines, Common Core, or Essential Learnings (select one)

<input type="checkbox"/> Evident	<input type="checkbox"/> Not evident	<input type="checkbox"/> Unable to determine
----------------------------------	--------------------------------------	----------------------------------------------

2. FOCUS ON INSTRUCTION

2a. Identify instructional practices

<input type="checkbox"/> Discussion	<input type="checkbox"/> Lecture	<input type="checkbox"/> Providing opportunities for reinforcement
<input type="checkbox"/> Hands-on experience	<input type="checkbox"/> Modeling	<input type="checkbox"/> Teacher-directed Q & A
<input type="checkbox"/> Informal assessment	<input type="checkbox"/> Presentation	<input type="checkbox"/> None
<input type="checkbox"/> Formal assessment	<input type="checkbox"/> Providing directions/instructions	

2b. Identify grouping strategy

<input type="checkbox"/> Whole group	<input type="checkbox"/> Small group	<input type="checkbox"/> Paired	<input type="checkbox"/> Individual
--------------------------------------	--------------------------------------	---------------------------------	-------------------------------------

2c. Identify research-based instructional strategies (T = teacher; S = students)

T	S		T	S	
		Identify similarities and differences			Cooperative learning
		Summarizing/note-taking			Setting objectives/providing feedback
		Reinforcing effort/recognition			Generating/testing hypothesis
		Homework/reinforcement			Cues/questions/graphic organizers
		Visual representations			

3. FOCUS ON THE LEARNER

3a. Identify student actions

<input type="checkbox"/> Reading	<input type="checkbox"/> Speaking	<input type="checkbox"/> Working with hands-on materials
<input type="checkbox"/> Writing	<input type="checkbox"/> Listening	

3b. Identify instructional materials

<input type="checkbox"/> Computer software	<input type="checkbox"/> Published materials	<input type="checkbox"/> Websites	<input type="checkbox"/> Hand-held technology
<input type="checkbox"/> Student-created materials	<input type="checkbox"/> Real-world objects	<input type="checkbox"/> Worksheets	<input type="checkbox"/> None
<input type="checkbox"/> Video/media	<input type="checkbox"/> Lab/activity sheet	<input type="checkbox"/> Overhead/board/flip chart	<input type="checkbox"/> Other _____
<input type="checkbox"/> Content-specific manipulatives			

3c. Determine level(s) of student work

<input type="checkbox"/> Recalling information (Remembering)	<input type="checkbox"/> Breaking down information into parts (Analyzing)
<input type="checkbox"/> Comprehending information (Understanding)	<input type="checkbox"/> Making judgments and justifying positions (Evaluating)
<input type="checkbox"/> Using information in a new way (Applying)	<input type="checkbox"/> Building a structure from diverse elements (Creating)

APPENDIX "E-3"

3d. Determine level of class engagement (select one)

<input type="checkbox"/> Highly engaged – all students clearly on task with interest and active participation
<input type="checkbox"/> Engaged – most students on task with interest and active participation
<input type="checkbox"/> Minimally engaged – some students on task with interest and active participation
<input type="checkbox"/> Dysfunctional – many students actively reject the assigned task or substitute another activity

4. FOCUS ON CLASSROOM

4a. Environment

<input type="checkbox"/> Materials available in classroom	<input type="checkbox"/> Students interact with classroom environment
<input type="checkbox"/> Routines and procedures are evident	<input type="checkbox"/> Current student work displayed
<input type="checkbox"/> Scoring rubrics are displayed/provided	<input type="checkbox"/> Evidence of mutual respect and rapport among students and adults

4b. Management

<input type="checkbox"/> Well managed: lesson / transition (circle one or both)	<input type="checkbox"/> Poorly managed: lesson / transition (circle one or both)
---------------------------------------------------------------------------------	-----------------------------------------------------------------------------------

5. TEACHER RESPONDING TO SPECIFIC LEARNING NEEDS THROUGH DIFFERENTIATION OF:

<input type="checkbox"/> Content (What is learned)	<input type="checkbox"/> Process (How it is learned)	<input type="checkbox"/> Product (How it is assessed)	<input type="checkbox"/> Not evident
----------------------------------------------------	------------------------------------------------------	-------------------------------------------------------	--------------------------------------

NOTES:

Evaluator: _____

Date: _____

APPENDIX "F"

**Archdiocese of New York Professional Development (PD)
Individual Teacher Record**

Name: _____ School: _____

Professional Development Period: July 1, _____ through June 30, _____

PD SESSION TITLE	PROVIDER	DATE ATTENDED	LOCATION	HOURS COMPLETED

This form is for use by individual teachers. Its purpose is to assist a teacher in maintaining a record of professional development activities completed in accordance with both NYSED certification requirements and PD requirements of the current teacher contract. In the Archdiocese of New York, teachers are required to complete 100 hours of professional development every five (5) years.

Directions:

1. A copy of this form will be given to each teacher in September of the new school year by the principal. The teacher will be asked to submit a copy of this form and all PD certificates to the principal at the end of the school year. This form and certificates will be placed in the teacher's file.
2. It is the teacher's responsibility to maintain a record of all PD hours attended for the current academic year.
3. Before submitting the form and certificates to the Principal, teachers are asked to make a copy of them for their own records.

APPENDIX "G"

Archdiocese of New York

Superintendent of Schools

Annual Professional Performance Appraisal

School Year _____ to _____

Teacher	FT/PT	Tenure/Non-Tenure	Grade/Subject	Degree/Step
School/Region			Date Hired	Years Teaching (all schools)

This form summarizes the teacher's performance for the entire year and includes the results of formal and informal observations, as well as an appraisal of non-instructional tasks up to and including end-of-year obligations. This form is to be completed no earlier than June 1st.

HE – Highly Effective E – Effective D – Developing I – Ineffective

NB: If D or I is noted in any section, the basis for said ratings must be noted in the space provided at the end of the form (use additional pages if needed). Constructive suggestions for improvement must be included. All comments are to be of a factual nature.

Domain 1: Planning and Preparation	
1A – Demonstrating Knowledge of Content, Pedagogy, NYS Next Generation Learning Standards, and Curriculum within the context of Catholic Doctrine and Beliefs	
	Lesson and unit plans that reflect important concepts in the discipline
	Lesson and unit plans that accommodate prerequisite relationships among concepts and skills
	Clear and accurate classroom explanations
	Accurate answers to students' questions
	Feedback to students that furthers learning
	Interdisciplinary connections in plans and practice
1B – Demonstrating Knowledge of Students	
	Formal and informal information about students gathered by the teacher for use in planning instruction
	Student interests and needs incorporated by the teacher in planning
1C – Setting Instructional Outcomes	
	Outcomes are of a challenging cognitive level
	Outcomes are written in terms of what students will learn rather than what they will do
	Outcomes are central to the discipline and are related to those in other disciplines, when applicable
	Outcomes can be assessed objectively
1D – Demonstrating Knowledge of Appropriate Resources	
	Based on student needs and for classroom use
	To extend content knowledge, pedagogy and integration of technology, when appropriate
1E – Designing Coherent Instruction	
	Lessons that support instructional outcomes and reflect important concepts
	Instructional maps that indicate relationships to prior learning
	Activities that represent high-level thinking
	Opportunities for student choice, when appropriate
	Learning groups (if used) are strategically planned prior to the lesson
	Structured lesson plans
1F – Designing Student Assessments	
	Lesson plans indicating correspondence between assessments and instructional outcomes
	Assessment types suitable to the style of outcome
	Variety of performance opportunities for students
	Expectations clearly written with descriptors for each level of performance
	Formative assessments designed to inform real time decision making by the teacher during instruction

APPENDIX "G"

Archdiocese of New York

Superintendent of Schools

Annual Professional Performance Appraisal

Domain 2: The Classroom Environment

2A - Creating a Catholic Environment of Respect and Rapport

- Catholic Identity is evident in the classroom environment
- The teacher has high expectations for both behavior and academics
- The relationship between the teacher and the students and among the students is warm and supportive
- The classroom is a place where students are safe, encouraged and supported
- Modeling and guidance to support spiritual development and Catholic formation

2 B – Establishing a Culture for Learning

- Belief in the value of what is being learned
- High expectations, supported through both verbal and nonverbal behaviors, for both learning and participation
- Expectation of high-quality work on the part of students
- Expectation and recognition of effort and persistence on the part of students
- High expectations for expression and work products

2C – Managing Classroom Procedures to Maximize Instructional Time

- Clearly articulated expectations
- Monitor established routines
- Smooth functioning of transitions
- Students playing an important role in carrying out the routines
- Collaborates with and directs paraprofessionals and volunteers (as applicable)

2D – Managing Student Behavior

- Clear standards of conduct, possibly posted, and possibly referred to during a lesson
- Mutual dignity and respect are maintained during teacher-student interactions
- Teacher awareness of student conduct
- Preventive action when needed by the teacher
- Reinforcement of positive behavior

2E – Organizing Physical Space

- Pleasant, inviting atmosphere
- Safe environment
- Accessibility for all students
- Furniture arrangement suitable for the learning activities
- Effective use of physical resources, including computer technology when practical and appropriate, by both teacher and students

Domain 3: Instruction

3A – Communicating with Students

- Clarity of lesson purpose
- Clear directions and procedures specific to the lesson activities
- Clear and accurate explanations of content, concepts, and strategies
- Correct use of language

3B – Using Questioning and Discussion Techniques

- A variety of high-quality questions drive the lesson
- Questions build to higher levels of cognition
- Evidence of broad student engagement during class discussion

APPENDIX "G"

Archdiocese of New York

Superintendent of Schools

Annual Professional Performance Appraisal

3C – Engaging Students in Learning	
	Evidence of student enthusiasm, interest, thinking, problem solving, etc.
	Learning tasks that require high-level student thinking and invite students to explain their thinking
	Students highly motivated to work on all tasks and persist even when the tasks are challenging
	Suitable pacing of the lesson
3D – Using Assessment in Instruction	
	The teacher is attentive to evidence of student learning
	The teacher utilizes formative assessment techniques to monitor student learning and to offer feedback
	Students assessing their own work against established criteria
3E – Demonstrating Flexibility and Responsiveness	
	The teacher incorporates students’ interests and current events into a lesson
	The teacher adjusts instruction in response to evidence of learning
	The teacher seizes on a teachable moment
Domain 4: Professional Responsibilities	
4A – Reflecting on Teaching	
	Accurate reflections on lessons
	Citation of adjustments to practice that draw on a repertoire of strategies
4B – Maintaining Accurate Records	
	Routines and systems that track student completion of assignments
	Systems of information regarding student progress against instructional outcomes
	Processes of maintaining accurate non-instructional records
4C – Communicating with Families	
	Frequent and culturally appropriate information sent home regarding the instructional program and student progress
	Two-way communication between the teacher and families
	Frequent opportunities for families to engage in the learning process
4D – Participating in the Professional Community	
	Regular teacher participation with colleagues to share and plan for student success
	Regular teacher participation in professional courses or communities that emphasize improving practice
	Regular teacher participation in school initiatives
	Regular teacher participation in and support of community initiatives
	Fostering an atmosphere of cooperation
	Witness to Catholic values in all interactions
4E – Growing and Developing Professionally	
	Frequent teacher attendance in courses and workshops; regular academic reading (ADNY Professional Development Individual Teacher Record form attached)
	Participation in learning networks with colleagues; freely shared insights
	Participation in professional organizations supporting academic inquiry
4F – Showing Professionalism	
	The teacher is trustworthy and often sought as a sounding board
	The teacher frequently reminds participants during committee or planning work that students are the highest priority
	The teacher supports students, even in the face of difficult situations or conflicting policies
	The teacher challenges existing practice and negative attitudes in order to put students first
	The teacher consistently fulfills mandates regarding policies and procedures

APPENDIX "G"

Archdiocese of New York

Superintendent of Schools

Annual Professional Performance Appraisal

Professional Development (Domain 4E):

Please attach the complete the ADNY Professional Development Individual Teacher Record form and any other relevant documentation

Catechist Formation Program

All elementary school teachers must make appropriate progress toward certification in the Catechist Certification Program of the Archdiocese of New York. "Appropriate progress" shall mean the achievement of Level One certification during a 3-year period for any teacher who does not hold Level One certification, or the achievement of Level Two certification during a 3-year period for any elementary school teacher who does not hold Level Two certification. While course work for both levels can occur simultaneously, the teacher must achieve Level One certification before achieving Level Two certification.

Circle: Level One: Yes - No If No, number of years remaining to achieve Level One: _____.

Circle: Level Two: Yes - No If No, number of years remaining to achieve Level Two: _____.

Classroom Evaluations:

Observation #1 Date: _____ Start time: _____ End time: _____

Observation #2 Date: _____ Start time: _____ End time: _____

Observation #3 Date: _____ Start time: _____ End time: _____

Observation #4 Date: _____ Start time: _____ End time: _____

Teacher Attendance: Total Times Tardy _____ Total Times Absent _____

Comments:

Evaluator: _____

Date: _____

Teacher: _____

Date: _____

The teacher's signature indicates only that the teacher has seen this form and discussed it with the principal. It signifies neither agreement nor disagreement with the appraisal. The teacher has the right to respond in writing within 10 days of the conference held to discuss this appraisal. A copy of any response will be filed with the teacher's performance file.

This teacher has signed a contract to return to this school for the next academic year: Yes _____ No _____
(If no, please send the Termination of Employment form to the Regional Superintendent attached to this appraisal by the close of school)

DISTRIBUTION OF ORIGINAL to teacher's Performance File with any responses attached
COPY to teacher & to the Regional Superintendent by the close of school with any Termination form attached

APPENDIX "H"

PERSONAL BUSINESS LEAVE CERTIFICATION

Please allocate _____
(Date)

As Personal Business Day No _____.

I certify that the purpose of the leave is for "urgent personal business which cannot be accomplished outside of normal school hours or for reasons of personal emergency requiring immediate attention."

Signature of Teacher

Date of Submission

APPENDIX "I"

(To be completed at the end of the _____ school year)
SICK LEAVE RECORD

Teacher's Name _____

Date Hired: _____
 (month/year)

FT or PT (Circle one). If PT, how many days per week? _____

- _____ A. Sick days earned/accumulated as of **June** _____. If first hired in 9/2__ or later, write "0".
- _____ B. Sick days entitled to for **20__ – 20__**. (N.B.: Eligible for 10 as of opening day; if hired after opening day, then eligible for 1 day per month as of the date employed.)
- _____ C. Total sick days available as **9/20__** (Add A + B).

Sick Days Used & Paid During 20__–20__ . Please insert dates:

1 _____	2 _____	3 _____	4 _____	5 _____	6 _____	7 _____	8 _____	9 _____	10 _____
11 _____	12 _____	13 _____	14 _____	15 _____	16 _____	17 _____	18 _____	19 _____	20 _____
21 _____	22 _____	23 _____	24 _____	25 _____	26 _____	27 _____	28 _____	29 _____	30 _____
31 _____	32 _____	33 _____	34 _____	35 _____	36 _____	37 _____	38 _____	39 _____	40 _____
41 _____	42 _____	43 _____	44 _____	45 _____	46 _____	47 _____	48 _____	49 _____	50 _____
51 _____	52 _____	53 _____	54 _____	55 _____	56 _____	57 _____	58 _____	59 _____	60 _____
61 _____	62 _____	63 _____	64 _____	65 _____	66 _____	67 _____	68 _____	69 _____	70 _____
71 _____	72 _____	73 _____	74 _____	75 _____	76 _____	77 _____	78 _____	79 _____	80 _____
81 _____	82 _____	83 _____	84 _____	85 _____	86 _____	87 _____	88 _____	89 _____	90 _____
91 _____	92 _____	93 _____	94 _____	95 _____	96 _____	97 _____	98 _____	99 _____	100 _____
101 _____	102 _____	103 _____	104 _____	105 _____	106 _____	107 _____	108 _____	109 _____	110 _____
111 _____	112 _____	113 _____	114 _____	115 _____	116 _____	117 _____	118 _____	119 _____	120 _____
121 _____	122 _____	123 _____	124 _____	125 _____	126 _____	127 _____	128 _____	129 _____	130 _____
131 _____	132 _____	133 _____	134 _____	135 _____					

- _____ D. Total sick days used during current year **20__ - 20__**.
- _____ E. Day allotted to community sick bank from current year (Enter "1" or "0")
- _____ F. New Total of Remaining Sick Days **at the end of this current year** (Line C minus Lines D & E)
- _____ G. If Line F is 135 or more, total number of **unused** sick days **over 135** remaining **from current year** to be paid to teacher.
- _____ H. Total sick days accumulated as of **June 20__**. (Line F minus Line G)
This number cannot be greater than 135.

 Teacher's Signature

 Principal's Signature

 Date

 Date

APPENDIX "J"

SIDE LETTERS

Ms. Michele L. MacDonald
Federation of Catholic Teachers
3074 Hylan Boulevard
Staten Island, New York 10306

Dear Ms. MacDonald:

This letter is to confirm the understanding of the Federation of Catholic Teachers and the Association of Catholic Schools that the following matters have been specifically agreed to by the parties:

1. The parties agree to establish a committee to review problems, if any, concerning the scheduling of teacher attendance at after-school and weekend affairs beyond those intended by the contract. While this Provision is not a part of the agreement, the parties pledge to make a good faith effort to resolve all problem areas, if possible.
2. The parties agree to establish another committee to review lunch period schedules in schools where the lunch period is less than 45 minutes. While this provision is not a part of the Agreement, the parties pledge to make a good faith effort to resolve all problem areas, if possible.
3. Notwithstanding the language of Article XXVII, Section D, which shall remain unchanged in the collective bargaining agreement, it is understood and agreed that the President of the Union shall be granted an unpaid leave of absence during the term of this Agreement which shall be continued until any successor agreement shall be entered into by the parties.
4. The Association confirms that the covered employees who are eligible for participation in the group life insurance program provided for in Article XXI, Section B, upon termination of employment, are entitled to convert their insurance coverage to an individual policy.
5. The parties acknowledge their commitment to abide by all applicable laws relating to non-discrimination based upon physical handicap. Such acknowledgement is not subject to the provisions of Article V (Grievance and Arbitration).
6. Notwithstanding the wording of Article VI-E, the Association shall not be required to provide the addresses of teachers until November 1, 1990.
7. The Union officers referred to in Article XXVII are the incumbents in the position listed as officers of the Union according to the Union's Constitution and By-Laws in effect as of September 1, 1989.

Sincerely,

ASSOCIATION OF CATHOLIC SCHOOLS

By: Paul E. Wink

ACCEPTED:

FEDERATION OF CATHOLIC TEACHERS

By: Mary Anne Perry

Dated: July 15, 2002

January 4, 2002

Paul E. Ward, Ed.D.
Association of Catholic Schools
1011 First Avenue
New York, NY 10022

Re: Ecclesiastical, Canonical and Religious
Clauses of the Agreement

Dear Dr. Ward:

This will confirm the intention of the parties with respect to that portion of the Supplemental Contract involving discharge of faculty members who violate the canonical, ecclesiastical and religious teachings of the Church. It is not the intention of the parties to permit the Employer to avoid improperly the discharge procedures of the Agreement by the inclusion of this clause.

Thus, while the Union agrees in principle to the inclusion of this Supplemental Contract, it is done so on the understanding that there are certain areas of Canon Law, ecclesiastical decrees and religious obligations that cannot be the subject of negotiations. An example would be if a teacher were to teach that there was no God that he could be discharged under this provision of the Agreement and the discharge would not be subject to the discharge grievance procedure. It is also the intention of the parties that, without attempting to define specifically these three areas, their primary aim is to prohibit the teaching of heresy and avoiding matters of public immorality. The general areas to be covered by these three terms are as follows:

- (a) Canonical Law - those matters specifically covered by Canon Law.
- (b) Ecclesiastical - those matters specifically covered by the directives or the hierarchy, for example, Pope, Bishops, synod.
- (c) Religious - general values of the Church.

It is also the intention of the parties that this clause is not intended to infringe upon the academic freedom of individual teachers; as an example, a teacher who assigned reading "Catcher in the Rye." It was agreed that such a matter would not be covered by this clause.

If this accurately states the intentions of the parties with respect to this clause, please indicate your acceptance hereto by signing at the place indicated at the bottom of this letter.

Very truly yours,

FEDERATION OF CATHOLIC TEACHERS

By: Mary - Ann Perry

ACCEPTED & AGREED TO:

ASSOCIATION OF CATHOLIC SCHOOLS

By: Paul E. Ward

Date: 7/15/02

CONTRACT

In consideration of the mutual promises contained in the Collective Bargaining Agreement previously entered into this date by and between the FEDERATION OF CATHOLIC TEACHERS and the ASSOCIATION OF CATHOLIC SCHOOLS, it is further stipulated and agreed that the only injuries to be covered by the provisions of Article XVIII, Section 6 ("Leaves"), are within the scope of his/her employment, including movement within the school Premises in connection with the teachers' assigned duties. This Provision would apply where a teacher of physical education was injured while participating in an act common to his/her teaching program and within the scope of His/her employment, or where a teacher is injured as a direct result of an act of a student or other similar occurrences.

SIGNED:

ASSOCIATION OF CATHOLIC SCHOOLS

By: Paul E. Walsh
7/15/02

FEDERATION OF CATHOLIC TEACHERS

BY: Mary-Ann Perry

DATED: 7/15/02

CONTRACT

In consideration of the mutual promises contained in the Collective Bargaining Agreement previously entered into this date by and between the FEDERATION OF CATHOLIC TEACHERS and the ASSOCIATION OF CATHOLIC SCHOOLS, it is further agreed and understood that nothing in said Collective Bargaining Agreement shall be construed as interfering in any way with the Superintendent of Schools of the Archdiocese of New York or of the officers or directors of the Association in carrying out their functions and duties that are canonical, ecclesiastical or religious in nature.

It is further agreed and understood that the Union's sole appeal should it wish to appeal an action of the Association or of a representative of the Association under this Contract, shall be to the Archdiocesan Office of Conciliation and Arbitration and not to the Grievance and Arbitration, Discharge, Termination or any other provision of said Contract. The decision reached by the Archdiocesan Office of Conciliation and Arbitration shall be final and binding upon the parties to said Collective Bargaining Agreement.

It is further stipulated and agreed that any appeal of an action taken by a representative of the Association in accordance with this contract, shall be made by the Union as the teacher's representative and not by the individual teacher{s} involved.

SIGNED:

ASSOCIATION OF CATHOLIC SCHOOLS

By: *Paul E. W...*

Dated: *7/15/02*

FEDERATION OF CATHOLIC TEACHERS

By: *Mary Ann Perry*

Dated: *July 15, 2002*

CONTRACT

In consideration of the mutual promises contained in the Collective Bargaining Agreement previously entered into this date by and between the FEDERATION OF CATHOLIC TEACHERS and the ASSOCIATION OF CATHOLIC SCHOOLS, it is further agreed that nothing contained in this Agreement restricts in any way the use of teacher volunteers assigned to member schools under the Archdiocese Corps of Teachers Program or other volunteer programs and teacher volunteers so assigned shall not be subject to the terms and conditions of this Agreement.

It is understood and agreed, however, that where a volunteer teacher is assigned as a full-time member of the teaching staff under the Archdiocesan Corps of Teachers Program, said volunteer teacher shall be assigned for up to three years provided he/she possesses a Baccalaureate Degree and is assigned as a replacement for a former Religious faculty members. Said volunteers shall not be assigned to a member secondary school for the 1975-76 school year. Not more than one such volunteer may be simultaneously assigned to anyone member school.

Should there be a reduction in the lay faculty of a member school where a volunteer is assigned, tenured teachers employed by said member school may be laid off according to the provisions of this Agreement after the volunteer is withdrawn from said school.

SIGNED:

ASSOCIATION OF CATHOLIC SCHOOLS

By: Paul E. Stuebel

Date: 7/15/02

FEDERATION OF CATHOLIC TEACHERS

By: Mary Ann Perry

Date: July 15, 2002

September 10, 2008

Mrs. Patricia Gabriel, President
Federation of Catholic Teachers
2153 Richmond Avenue, Suite B-101
Staten Island, NY 10314

Dear Mrs. Gabriel,

Thank you for your presence at our August 18th meeting. The following should clarify some of the questions you raised at the meeting with respect to the following:

Payment of fingerprinting costs: Once teachers and other staff have been fingerprinted, this “credential” belongs to them and is transportable to any other place of employment. Therefore, the cost should be borne by the individual. In addition, given that fingerprinting will also be required of other groups such as administrators, priests, custodians, teacher-aides and secretaries, the ACS is not in a position to make this request of individual parishes and schools.

Establishing fingerprinting locations in each borough: While the Department of Health and the Department of Investigations are still discussing the logistics for fingerprinting, the Department of Investigation informed us that fingerprinting can only occur at its Site on Maiden Lane in Manhattan. We will advise you should this change. Due to the travel time and large numbers of employees needing to schedule appointments to complete this process, the ACS will advise schools not to charge teachers for a full or any part of a personal day which a teacher may use to comply with the fingerprinting process.

Need for medical clearance letters: If teachers had a physical clearing them to work within the last year, the Department of Health will accept this as “proof of medical fitness” to work with children.

Costs for necessary immunizations: It is the understanding of the ACS that, according to the Summary of Benefits for bargaining lay faculty, teachers will only need to meet the co-pay for each visit to an in-network physician or facility to obtain any necessary immunizations.

We are grateful for the FCT’s cooperation in helping the schools comply with the Department of Health Regulations under Article 43. While Article 43 places an immense burden on our schools and their pastors, administrators and staff, we trust that our compliance with these regulations will ensure an even safer environment for our very young students.

Sincerely,



Sr. Patricia Anastasio
For the Association of Catholic Schools

Cc: Dr. Timothy McNiff
Dr. Paul Lynch

September 19, 2008

Via Fax and Regular Mail

Mrs. Patricia Gabriel, President
Federation of Catholic Teachers
2153 Richmond Avenue, Suite B-101
Staten Island, NY 10314

Dear Pat,

This letter will serve as an addendum to the letter I presented to you on September 10th regarding Article 43. In the event a school in the Association of Catholic Schools is informed by the NYC Department of Investigations that a lay faculty member received a negative result from the fingerprinting test required under Article 43, the lay faculty member will be considered to have been terminated for cause under the Collective Bargaining Agreement. Provisions under the Grievance and Arbitration would apply if the Lay Faculty Association chooses to exercise this option.

To the extent the lay faculty member successfully appeals the negative result and is given clearance to teach, he/she will be reinstated to his/her former position or another available position.

In addition, as discussed, lay faculty members would still be subject to the requirements of the Archdiocesan Safe Environment Program.

Once again, thank you for your cooperation with our schools' efforts to comply with the requirements of Article 43.

Sincerely,



Sr. Patricia Anastasio
For the Association of Catholic Schools

Cc: Dr. Timothy McNiff
Dr. Paul Lynch



THE FEDERATION OF CATHOLIC TEACHERS
OPEIU - LOCAL 153 AFL-CIO

March 5, 2010

Sr. Anne Massell
Associate Superintendent of Schools
Association of Catholic Schools
Archdiocese of New York
1011 First Avenue
New York, NY 10022

Re: Side Letter Agreement on Surveys

Dear Sr. Anne:

This letter memorializes the agreement between the Federation of Catholic Teachers, Local 153, OPEIU ("the Federation") and the Association of Catholic Schools ("the Association") (collectively, "the parties") regarding the issue of surveys.

The parties acknowledge that there are circumstances in which surveys of parents and teachers are useful and appropriate. The parties further acknowledge that there are other examples of surveys and other solicitations of opinion or inclination that may violate the legal rights of individual bargaining unit members and the Federation. In an attempt to avoid grievances arising as a result of the latter type of survey or solicitation, the parties hereto agree to the following:

1. At least once during each school year, the office of the Associate Superintendent of Schools shall issue a written notice ("the Notice") advising the principals of the member schools of the Association that any survey which management intends to submit or to allow to be submitted to bargaining unit members or parents shall first be submitted to the office of the Associate Superintendent of Schools.
2. In the Notice, the office of the Associate Superintendent of Schools shall state generally the reasons that certain surveys and surveying may be objectionable to the Federation.
3. Prior to distribution of any survey or solicitation of opinion, the office of the Associate Superintendent of Schools shall request a copy of the same and upon receipt shall promptly forward it to the Federation.
4. The office of the Associate Superintendent of Schools will use its best efforts to discourage surveys or solicitations by the Association and by member schools regarding subjects of collective bargaining.
5. Participation by bargaining unit members in surveys and solicitations of opinion in the context of doctoral dissertations and other educational theses shall be optional.

If the above reflects the intentions of the parties, please indicate your acceptance by signing this letter in the space provided below.

Sincerely,

FEDERATION OF CATHOLIC TEACHERS

By: Patricia Gabriel
Patricia Gabriel
President

Accepted and Agreed to:

ASSOCIATION OF CATHOLIC SCHOOLS

By: Sister Anne Massell

Dated: 3/15/10

Epi-Pen Policy

The Archdiocese of New York recognizes that severe allergic reactions leading to anaphylaxis are a life-threatening medical emergency. In accordance with the New York State and City Departments of Education's recommendations, schools must work with their local public school districts and health departments to receive training on the administration of epinephrine ("epi-pen") in emergency situations.

Training of School Staff

The school principal and school nurse must be trained to administer an epi-pen. In addition, schools should have at least two other volunteers to administer an epi-pen to students in an emergency situation. It is recommended that a teacher, who has a student in his/her class at risk of anaphylaxis, be trained to administer the epi-pen. If that is not possible, another staff member within close proximity of that classroom should be trained.

Parent Responsibility

It is the responsibility of the parent/guardian of the student who is at risk of anaphylaxis:

- to supply the school with a *Medication Authorization Form** for an epi-pen
- to supply the school with a *Self Medication Release Form** if the student is to self administer the epi-pen
- to supply the school with the epi-pen device* in its original packaging as received from the pharmacist
- to replace the epi-pen device when it expires or discolors

*It is recommended that two epi-pens be supplied, the second functioning as a back-up in case of malfunction or if an extra dose is necessary.

Epi-Pen Access

Immediate access to, as well as secure storage of epi-pens, necessitates planning among the principal, staff and school health staff.

- Appropriate measures should be taken in the school and classroom to ensure that an epi-pen is available at all times, including when a student is away from the school building.
- The epi-pen must remain accessible to school staff at all times even if a nurse is present.
- All trained staff should know where the device is stored.
- In cases where a student may carry and/or self-administer the epi-pen, the student should keep the device (ideally, two) with him/her at all times.
- The student should bring the epi-pen to all off-site activities.

The school nurse, and when not available, the trained staff member must immediately respond to an emergency of a student for whom there is a *Medication Authorization Form** for epi-pen. In the event of apparent anaphylaxis, the epi-pen must be administered in accordance with the training provided to the school staff.

Emergency Administration of the Epi-Pen

Upon administering an epi-pen or simultaneously if others are present:

- Emergency Medical Services (EMS) must be notified immediately by calling 911. The information reported to them must include, but not limited to, the event/time/dose/route of administration.
- The parent/guardian must be notified as soon as possible.
- The staff member who administered the epi-pen must fill out the "Epi-Pen Incident Report" and turn it into the school administrator.

*These forms can be found in the *Health Information Conference Folder* under *Medication* (A541.2)

SELF-MEDICATION RELEASE FORM

Date: _____

Child's Name: _____ has
been instructed in the proper use of the following medication
procedures:

We

(Physician's signature)

and

(Parent or Guardian's Signature)

request that

(Child's Name)

be permitted to carry the medication on his/her person or to keep
same in his/her locker or P.E. locker, as we consider him/her
responsible. He/she has been instructed in and understands the
purpose and appropriate method and frequency of use.

Health Information Conference Folder
Medication (A541.2)

AUTHORIZATION FORM

PARENT AND PRESCRIBER'S AUTHORIZATION FOR
ADMINISTRATION OF MEDICATION IN SCHOOL

Authorization for Administration of Medication

A. To be completed by the parent or guardian:

I request that my child _____ grade _____ receive the medication as prescribed below by our licensed health care prescriber. The medication is to be furnished by me in the properly labeled original container from the pharmacy. I understand that the school nurse or other assigned person will administer the medication.

In connection with this request, I agree to indemnify and hold harmless the School, the Parish, the Archdiocese of New York and all of their employees and agents against any and all liability arising from or in connection with the administration of the medication(s) that are provided by me to the School.

Signature (Parent or Guardian): _____ Date: _____

Address: _____

Telephone: Home: _____ Work: _____ Cell: _____

B. To be completed by the licensed health care prescriber:

I request that my patient, as listed below, receive the following medication:

Name of Student: _____ Date of Birth: _____

Diagnosis: _____

Name of Medication: _____

Prescribed Dosage, Frequency and Route of Administration: _____

Times to Be Taken During School Hours: _____

Duration of Treatment: _____

Possible Side Effects and Adverse Reactions (if any): _____

Other Recommendation: _____

Name of Licensed Prescriber and Title: (please print) _____

Prescriber's

Signature: _____ Date: _____

Address: _____ Phone: _____

August __, 2015

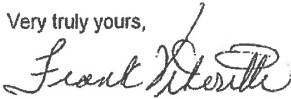
Ms. Julia Pignataro
President
Federation of Catholic School Teachers
2153 Richmond Avenue
Suite B-101
Staten Island, NY 10314

Re: ACS Retirement Income Plan

Dear Ms. Pignataro:

This letter memorializes the agreement between the parties to amend the ACS Retirement Income Plan to increase the Plan's Normal Retirement Age from 65 to full Social Security Retirement Age. Birth Years 1943 – 1959 to Age 66 and Birth Years 1960 – 2014 to Age 67. Such change will be effective September 1, 2016.

Very truly yours,



Association of Catholic Schools

ACCEPTED AND AGREED:

Federation of Catholic School Teachers

By: Julia Pignataro 9/1/2015
Federation of Catholic School Teachers/Date

August ____, 2015

Ms. Julia Pignataro
President
The Federation of Catholic Teachers
2153 Richmond Avenue, Suite B-101
Staten Island, NY 10314

Dear Ms. Pignataro:

This letter expresses the understanding reached by the parties concerning the 2014-2018 round of negotiations. Neither party shall discriminate against or retaliate against any member of the bargaining unit who participated in any contract related activity, including but not limited to participation in strikes, rallies, work-to-rule, leaflet distribution, and communication with students' parents, commencing on September 1, 2014 through September 1, 2015, or who did not participate in such activity, or for any actions which may have occurred during that time.

It is agreed and understood that the docking of pay for those teachers who participated in a sickout shall not constitute discrimination or retaliation.

Sincerely,

ASSOCIATION OF CATHOLIC SCHOOLS

By: Frank V. Berth

Accepted and Agreed To:

FEDERATION OF CATHOLIC TEACHERS

By: Julia Pignataro

Dated: 9/1/2015

SMRH:219076500.1

August __, 2015

Ms. Julia Pignataro
President
Federation of Catholic School Teachers
2153 Richmond Avenue
Suite B-101
Staten Island, NY 10314

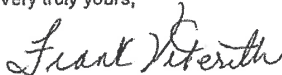
Re: Use of Prep Periods

Dear Ms. Pignataro:

This letter memorializes the understanding between the parties with respect to missed prep periods; when a classroom teacher is assigned to meet with an academic coach during a scheduled prep period, the teacher will be compensated for the prep period missed. If, however, the teacher initiates the meeting with an academic coach, no compensation will be paid.

When a classroom teacher is assigned to meet with a principal during a scheduled prep period, no compensation will be paid.

Very truly yours,



Association of Catholic Schools

ACCEPTED AND AGREED:

Federation of Catholic School Teachers

By: Julia Pignataro 9/1/2015
Federation of Catholic School Teachers/Date



THE FEDERATION OF CATHOLIC TEACHERS
OPEIU - LOCAL 153 AFL-CIO

May 29, 2019

Mr. Frank Viteritti
Superintendent for Teacher Personnel
Association of Catholic Schools
Archdiocese of New York
1011 First Avenue
New York, New York 10022

Re: Implementation of Classroom Evaluations

Dear Frank:

This letter memorializes the agreement between the Federation of Catholic Teachers, Local 153, OPEIU ("the Union") and the Association of Catholic Schools ("the Employer") (collectively, "the parties") regarding the issue of implementation of classroom evaluations.

The parties acknowledge and agree that implementation of classroom evaluations is helpful to the Employer, the Union, the teacher, and the students. The parties also acknowledge and agree that such teacher evaluations should adhere to the schedule set forth in Collective Bargaining Agreement ("CBA") Article VIII. The parties also acknowledge and agree that providing written feedback as set forth in CBA Article VIII is essential for teacher growth, and that performing these evaluations and providing a written feedback in a timely manner is essential to their utility.

If the above reflects the intentions of the parties, please indicate your acceptance by signing this letter in the space provided below.

Sincerely,

FEDERATION OF CATHOLIC TEACHERS

By: *Julia Pignataro*
Julia Pignataro, President

Accepted and Agreed to:

ASSOCIATION OF CATHOLIC SCHOOLS

By: *Frank Viteritti*

Dated: *May 29th, 2019*

2153 Richmond Avenue • Suite B-101 • Staten Island, NY 10314 • (718) 370-0081 • (800) 280-8610 • Fax (718) 370-0821



www.FCT153.org • E-mail: info@fct153.org

September 3, 2019

Frank Viteritti
Associate Superintendent for Teacher
Personnel
Association of Catholic Schools
Archdiocese of New York
1011 First Avenue
New York, New York 10022

Re: School Safety

Dear Frank:

This letter memorializes the agreement between the Federation of Catholic Teachers, Local 153, OPEIU ("the Union") and the Association of Catholic Schools ("the Employer") (collectively, "the parties") regarding the issue of school safety.

The parties acknowledge and agree that students, teachers, and all school personnel should be safe in the school environment, and that the Employer and Union should consult from time to time on ways to improve school safety. The parties further acknowledge that in the event that a specific breach of school safety is brought to the attention of the Employer by a bargaining unit member or the Union, such allegation shall be investigated as quickly as possible by the Superintendent of Teacher Personnel or his/her designee and the results of the investigation shall be promptly reported to the President of the Union. It is understood that when the nature of the allegations are such that a public safety agency, including without limitation the local Police Department conduct the investigation the process and protocol of the investigation is outside the control of the Employer and the conduct of and the sharing of the results of such investigation will be controlled by the applicable public safety agency.

If the above reflects the intentions of the parties, please indicate your acceptance by signing this letter in the space provided below.

FEDERATION OF CATHOLIC TEACHERS

By: Julia Pignatara
Julia Pignatara, President

Accepted and Agreed to:

ASSOCIATION OF CATHOLIC SCHOOLS

By: Frank Viteritti

April 12, 2016

Julia Pignataro
President
Federation of Catholic Teachers
2153 Richmond Avenue
Staten Island, NY 10014

Re: St. Joseph By the Sea

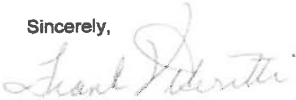
Dear Julia:

As discussed, the parties agree that with respect to St. Joseph By The Sea Administrative Employees, including the principal, assistant principals and deans, are excluded from the collective bargaining unit, are not subject by the terms of the collective bargaining agreement and are permitted to teach up to three (3) classes each semester. For purposes of this side letter agreement, "Administrative Employee" is defined as those St. Joseph By The Sea employees, including the principal, assistant principals and deans for whom classroom instruction constitutes less than a majority of their regular weekly responsibilities.

It is agreed and understood that this agreement shall have a term of twenty (20) years and shall survive successor collective bargaining agreements entered into between the Federation of Catholic Teachers and the Association of Catholic Schools during this term.

If the above reflects the intentions of the parties, please indicate your acceptance by signing in the space provided below.

Sincerely,



Frank Viteritti
Associate Superintendent of School Personnel

Accepted and Agreed to:

Federation of Catholic Teachers

By: Julia Pignataro

Dated: 5/8/2018

August 22, 2022

Mrs. Joanne Perrotta, President
Federation of Catholic School Teachers
2153 Richmond Avenue – Suite 101B
Staten Island, NY 10314

Dear Mrs. Perrotta,

The Universal Pre-Kindergarten Program (“UPK”) was introduced to Catholic Schools in the Archdiocese of New York in 2000 as a half day program and expanded to full day in 2013. Since then, this program continues to benefit the enrollment, and quality of teaching and learning in our schools.

While the teachers are employed by the Archdiocese and covered under the Collective Bargaining Agreement, it is agreed and understood that the program operates under the regulations and directives of the NYS Education and Health Departments with additional directives from the NYC Departments of Education and Health and local school districts in counties outside of NYC. These regulations include areas such as: teacher certification, content of professional development/training, staff:student ratios, structure of the day, curriculum and assessment.

The following address some of the mandates under the UPK program.

1. There must be 180 school days. 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.
2. Registration for UPK does not typically begin until the summer with some registration in counties outside NYC taking place later in the school year. While projections can be made based on historical trends, it is understood that some teachers may not receive contracts on May 1 and would be laid off. These teachers may be rehired if and when enrollment numbers stabilize.
3. Common planning occurs weekly during the school day and teacher attendance is mandatory. This planning is not considered a “prep period.” Coverage will be provided if needed for teachers to attend this planning session.
4. Certain courses such as Blood-Borne Pathogens, Mandated reporting, SIDS/Safe Sleep/ Shaken Baby, are required/mandated by the Department of Health. If the required/mandated course is not offered for free, by or through the school, and where a teacher is required to pay for a mandated/required course, the teacher will be reimbursed after submitting proof of attendance to the school. If a course is required for certification, a teacher will not be reimbursed for such course.
5. Regarding faculty meetings, since UPK students cannot be dismissed half-day, unless otherwise directed by the principal, UPK teachers do not attend such meetings. If there are topics applicable to UPK, provisions will be made for the teachers to attend and/or such information will be shared by the principal.

6. Lead teachers are responsible for all planning, routines and information in the classroom and for guiding their assistants on how to implement routines and work with children. They shall not be held responsible for any negligence on the part of their assistants. Line of sight supervision (within view) is to be maintained at all times by staff present in the room.

7. ADNY Early Childhood Instructional Specialists and NYS and NYC DOE coordinators are required to visit classrooms to monitor the health, safety and instructional integrity of UPK classrooms. Where issues arise, the principal and UPK director interact directly with these persons to resolve them. The FCT and ACS agree to discuss issues that may arise.

The parties agree that any additional changes in working conditions beyond those listed above will be brought to the attention of the union for review and/or negotiation.

Sincerely,

Sr. Patricia Anastasio
Sr. Patricia Anastasio, PBVM, Ed.D.
For the ASSOCIATION OF CATHOLIC SCHOOLS

Accepted and Agreed:

FEDERATION OF CATHOLIC TEACHERS

By: *Joanne Perrotta*

Date: *12/12/2022*

**The Federation of Catholic Teachers
2153 Richmond Avenue, Suite B-101
Staten Island, New York 10314
Phone 718-370-0081 / 800-280-8610
Fax 718-370-0821**

**Association of Catholic Schools
1011 First Avenue
New York, New York 10022
Phone 212-371-1000 x2886
Fax 212-758-3018**

Back Cover