

**AGREEMENT**

**BETWEEN**

**HOLY CROSS HIGH SCHOOL**

**AND**

**THE ASSOCIATION OF CATHOLIC TEACHERS,  
LOCAL UNION NO. 1776, NACST**

**SEPTEMBER 1, 2012 – AUGUST 31, 2016**

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## TABLE OF CONTENTS

<b>PREAMBLE</b>	1
<b>CHRISTIAN WITNESS STATEMENT</b>	1-3
<b>ARTICLE I – SCOPE OF AGREEMENT</b>	3, 4
<b>ARTICLE II – RECOGNITION</b>	4, 5
<b>ARTICLE III – CHECKOFF</b>	5, 6
<b>ARTICLE IV – NON-DISCRIMINATION</b>	6
<b>ARTICLE V – UNION REPRESENTATION</b>	6, 7
<b>ARTICLE VI – VISITATION</b>	7
<b>ARTICLE VII – MEMBERSHIP MEETINGS</b>	8
<b>ARTICLE VIII – POSTINGS AND ANNOUNCEMENTS</b>	8
<b>ARTICLE IX – TENURE/TERMINATION</b>	8-12
<b>ARTICLE X – EVALUATION PROCEDURE</b>	12-15
<b>ARTICLE XI – SENIORITY</b>	15, 16
<b>ARTICLE XII – LEAVE</b>	16-22
<b>ARTICLE XIII – JURY DUTY</b>	23
<b>ARTICLE XIV – REDUCTION IN FORCE</b>	23, 24
<b>ARTICLE XV – TEACHER ASSIGNMENT</b>	24-26
<b>ARTICLE XVI – DUTIES AND ACTIVITIES</b>	26-30
<b>ARTICLE XVII – EXTRA- AND CO-CURRICULAR ACTIVITIES</b>	30
<b>ARTICLE XVIII – ADVANCEMENT POLICY</b>	31
<b>ARTICLE XIX – SALARY SCHEDULE</b>	31-34
<b>ARTICLE XX – FRINGE BENEFITS</b>	34-44

<b>ARTICLE XXI – TEACHER EXPENSE REIMBURSEMENT</b>	44, 45
<b>ARTICLE XXII – TEACHER SUBSTITUTION</b>	45, 46
<b>ARTICLE XXIII – GRIEVANCE PROCEDURE</b>	46-48
<b>ARTICLE XXIV – DEPARTMENT CHAIRPERSONS</b>	48, 49
<b>ARTICLE XXV – ADMINISTRATIVE PERSONNEL</b>	49
<b>ARTICLE XXVI – STRIKES AND LOCKOUTS</b>	49, 50
<b>ARTICLE XXVII – PART-TIME EMPLOYEES</b>	50
<b>ARTICLE XXVIII – MANAGEMENT PREROGATIVE</b>	50
<b>ARTICLE XXIX – COOPERATION</b>	51
<b>ARTICLE XXX – MISCELLANEOUS</b>	51-55
<b>ARTICLE XXXI – PERSONNEL FILE</b>	55, 56
<b>ARTICLE XXXII – SAVINGS AND SEPARABILITY CLAUSE</b>	56
<b>ARTICLE XXXIII – TERM OF AGREEMENT</b>	56, 57
<b>SAMPLE OF INDIVIDUAL TEACHER CONTRACT</b>	58
<b>APPENDICES</b>	59- 67
<b>EXHIBITS</b>	68-75

THIS AGREEMENT, made this first day of September, 2012, is between  
HOLY CROSS HIGH SCHOOL, a non-profit corporation of the State of New  
Jersey, for its school located at Delran Township, New Jersey, hereinafter referred to as  
the “School”; and:

ASSOCIATION OF CATHOLIC TEACHERS, LOCAL UNION NO. 1776,  
NACST with its offices located at 1700 Sansom Street, Suite 903, Philadelphia,  
Pennsylvania, hereinafter referred to as the “Association.”

## **PREAMBLE**

Holy Cross High School is dedicated to the mission of Catholic education. To that end, the work of all members of the Administration, Faculty, and Staff should reflect the teachings of Jesus Christ. Indeed, our primary purpose should be the building of Christian community with our students, for whom we exist, and their families. We recognize and support the Christian Witness Statement that follows. We recognize that we accept this mission from the Bishop of the Diocese of Trenton, New Jersey, and exist to aid him in his work for the benefit of the community that is the diocese. All members of the Holy Cross community are hereby encouraged to become active participants in the liturgical and spiritual activities of the school. Together we can strive to make these activities meaningful so that the benefits of community prayer and Christian works may spread through us to the students and to the larger community in which we find ourselves.

## **CHRISTIAN WITNESS STATEMENT**

### **Educational Mission of the Church**

Holy Cross and the Association accept and support the proclamations contained in To Teach as Jesus Did.

## **Pre-Eminence of Catholic Schools**

“The Catholic school strives to relate all human culture to the news of salvation so that the life of faith will illumine the knowledge which students gain of the world, of life and of humanity.”

(National Catechetical Directory, 232)

## **Educator in the Catholic School**

“Beautiful indeed and great importance is the vocation of all those who undertake the task of education in Catholic schools. The vocation demands special qualities of mind and heart, very careful preparation and continuing readiness to renew and to adapt.”

(Declaration on Christian Education, 4)

The Catholic School fulfills an authentic ministry. Therefore, to work in this apostolate means rendering a unique, challenging and invaluable work for the Church. The nobility of the position to which teachers in the Catholic School. . . respond requires that they communicate the message of Christ not only in their teaching and their school whose education is penetrated by the Christian spirit and one in which religion is considered as an academic subject like any other. “By their witness and their behavior teachers are the first importance to impart a distinctive character to Catholic Schools.”

(The Catholic School, 78)

It follows then, that the teacher in Catholic education “must be a person of prayer, one who frequently reflects on the scriptures and whose Christlike living testifies to deep faith.”

(National Catechetical Directory, 207)

Essentially, the Catholic school educator is that person:

- |           |  |
|-----------|--|
| CALLED    | to proclaim, to live and to celebrate the message of Christ in His Gospel.                             |
| CHOSEN    | to create, to enter into and to build community which is at the heart of Christian education.          |
| COMMITTED | to the growth, development and well-being of one's educational family in the form of service and love. |

This individual truly witnesses to and fully shares in the mission of Christ and His Church in bringing about the Kingdom of God.

#### **ARTICLE I – SCOPE OF AGREEMENT**

1. By the negotiating of this contract, both the School and the Association agree that both sides had every opportunity to raise and discuss every issue relating to wages, hours, fringe benefits, and working conditions of employees covered hereby. It is the purpose and intent of this Agreement to settle all terms and conditions of work for the duration hereof; to provide a means for the amicable adjustment of all grievances that arise as provided herein; to avoid work interruptions and interferences with teaching and the operation of the School; and to promote the stability and the efficiency of the operation of the School.

2. The Association and the School recognize the uniqueness of the School and its spiritual commitment to provide the opportunity for Catholic schooling.

3. The Association recognizes the non-profit nature of the School and the fact that it possesses no taxing power and is dependent, in part, upon the free-will offerings of the people.

4. There will be no individual agreements with the employees. This Agreement contains the full understanding between parties and cannot be modified except by a written understanding mutually acceptable to the parties.

**ARTICLE II – RECOGNITION**

1. The School recognizes the Association as the sole and exclusive representative for the purpose of collective bargaining for the bargaining unit of employees, including all full time lay teachers regularly engaged in teaching and related duties, dean(s) of students, director of student activities, full-time guidance counselors and media specialists (if lay persons), campus minister (if a lay person), band director (if a teacher), athletic director and assistant athletic directors employed at the School.

2. The dean(s) of students and athletic directors will continue to perform the usual duties of these offices as assigned and will maintain their seniority and bargaining rights under this Agreement.

3. Unless otherwise stated, the term “teacher” in this Agreement shall be used to include all positions listed in Article II, Section 1 above.

4. Long term substitutes are defined as individuals hired to temporarily replace a current teaching staff member who is on an approved leave of absence or on sick leave where the approved leave of absence or sick leave is expected to last for sixty (60) days or more. Long term substitutes will become members of the bargaining unit on the first day of employment as a long term substitute, and will be paid on the first step of the BA lane of the applicable salary guide.



5. Specifically excluded from the bargaining unit are office employees, clerical employees, administrative employees, principals, vice principals, assistant principals, associate principals, director of academic affairs, director of technology, nurses, athletic trainer, coaches of all types (in their coaching capacity), media specialist assistants, custodial and maintenance staff, kitchen, cafeteria and commissary employees, watchmen, guards and supervisors.

### **ARTICLE III – CHECKOFF**

1. All teachers have the right to join or not join the Association. The School will cause to be deducted the Association's dues from the salaries of each teacher who will furnish the proper authorization to make such deductions. The School will forward all deductions to the Association Office on or before the 20<sup>th</sup> of each calendar month from September through June of each school year. The Association will advise the school in writing as to any changes in the amount of said dues at least thirty (30) days prior to the effective date of any change. All dues and service fee authorizations will be irrevocable for the term of this contract and thereafter, unless the individual teacher will submit in writing his resignation from the Association or revocation of the service fee authorization by certified mail to the Association's office during the period of fifteen (15) days prior to the expiration of this contract or succeeding contracts. The Association will notify the school of all resignations.

2. Teachers who do not wish to join the Association will tender a service fee in lieu of membership dues after thirty (30) days of employment. The service fee is an amount equivalent to eighty percent (80%) of the dues. Non-members may designate twenty-five dollars (\$25.00) of their service fee to be placed in the Association's Educational Fund in which benefits they may participate.

3. Payment of dues or service fee is a condition of employment of all lay

teachers who are members of the bargaining unit. The Association will not request separation from employment of any lay teacher without first making a written request to such teacher for payment, and if payment is refused or withheld for more than thirty (30) days, the Association may evaluate any extenuating circumstances involved in the teacher's refusal to pay the service fee.

After such evaluations the Association may then notify the School with a copy to the teacher requesting the termination of the teacher within thirty (30) days.

Any dispute arising in regard to this matter, including the refusal of the School to dismiss the teacher if requested, will be resolved in the grievance procedure.

4. The Senior Delegate will receive a computer print-out each time union dues and/or service fee are deducted.

#### **ARTICLE IV – NON-DISCRIMINATION**

The School, the Association and the faculty will not discriminate against any faculty member because of race, color, creed, age, sex, marital status, state of life, national origin, or because of membership or non-membership in the Association.

#### **ARTICLE V – UNION REPRESENTATION**

1. The members of the Association will have the right to designate one of their number as Senior Delegate or his alternate to act as their representative with the School administration.

2. The time within which matters will be discussed between the Senior Delegate of the Association or his alternate and the School administration under the terms of this Agreement will be at such time as may be designated by the School. However, the

School will designate a time as soon as possible after requested by the Senior Delegate or his alternate.

3. The Senior Delegate will have his/her flex periods rostered for the appropriate activities relating to the administration of this Agreement and the duties of his/her office which pertain to such administration.

4. The Senior Delegate will be entitled to three (3) school days of released time in order to perform Association duties.

5. If a teacher is asked to attend a meeting with the School administration, the following will apply:

a) if the meeting could or will involve a verbal reprimand, the teacher must be apprised of his/her rights to union representation.

b) if the meeting could or will involve a written reprimand, the teacher must be apprised of his/her rights to union representation and the Senior Delegate will also be notified.

#### **ARTICLE VI – VISITATION**

The Business Agent or his/her designee from the Association's Executive Board will have reasonable access to the School to investigate grievances and secure enforcement of the contract. Upon entering the School, he/she will first report his/her presence at the School office. While on the School premises, he/she will not interfere with the normal operation of the School or the instructional process. Such access to the School and its personnel will not be unreasonably denied or restricted.

## **ARTICLE VII – MEMBERSHIP MEETINGS**

The Association has the right to hold membership meetings on the School premises. Such meetings will be on school days only; and, if in the morning, they will begin no earlier than one (1) hour before sign in time and will end no later than ten (10) minutes prior to sign in time. The scheduling of union meetings shall not interfere with the contractual work day. The Principal, under normal circumstances, will be given 24 hours' notice of the Association's intent to hold a meeting and will designate the room in which the meeting is to be held in sufficient time for the posting of the location. Such notice will be given verbally to the Principal by the Senior Delegate or in writing to the Principal's secretary or other office personnel. The rights under this clause will not be abused.

## **ARTICLE VIII – POSTING ANNOUNCEMENTS**

The Association will have the right to place Union communications in teachers' mailboxes, in teachers' school e-mail addresses and to post notices relating to Association business on an Association bulletin board in the mail room. Posting will be limited to the bulletin board. Such notices will not disparage the School.

## **ARTICLE IX – TENURE /TERMINATION**

### **A. TENURE**

All teachers shall acquire tenure pursuant to the following:

1. A teacher hired before the 1996-1997 school year who is certified or who is in the process of continuing education and who has completed three (3) successive years and one (1) day of teaching will be granted tenure. Time spent on an approved leave of absence will not constitute a break in service for this purpose, but will not count toward the requirement of three (3) successive years and one (1) day. Continuing education will include pursuit of certification, pursuit of a Master's degree, or course work in the subject area in which the teacher is working. A teacher having tenure will

annually be offered renewal of his/her individual contract, except as otherwise provided herein.

1a. All teachers having six (6) years or more of teaching at the School will be granted the equivalent of tenure provided their teaching record has been satisfactory.

2. A teacher first hired for the 1996-1997 school year or thereafter will acquire tenure after three (3) successive years and one (1) day of satisfactory employment provided that the teacher is in possession of a New Jersey Teacher's Certificate or out of state equivalent (except that full-time religion teachers are to be certified under criteria established by the Diocesan Schools Office). Time spent on an approved leave of absence will not constitute a break in service for this purpose, but will not count toward the requirement of three (3) successive years and one (1) day.

3. Should the State of New Jersey require in-service credits to retain state certification, the School shall provide in-service programs through which the teachers can obtain such credits.

4. Within the first week of school or within one (1) week of hiring, a lead teacher shall be assigned to all full-time first year teachers as well as any long-term substitutes who are hired prior to November 1 for the remainder of the school year by the Principal in consultation with the respective department chairperson. He/she shall be selected from the same department, subject area, and grade level, when possible, as the new teacher and he/she must be a tenured teacher. The selection of a lead teacher is done on a voluntary basis. A mutually acceptable time shall be established for weekly meetings to discuss classroom experiences, ideas, and suggestions. This meeting shall be mandatory the first marking period and optional as the need arises for the remainder of the year.

The lead teacher shall observe the new teacher a minimum of three (3) times during the first marking period, and a minimum of two (2) times during the second marking period; a minimum of three (3) times during the third marking period, and a

minimum of two (2) times during the fourth marking period. Exhibit H shall be completed at the end of each marking period. If a lead teacher cannot be assigned to each full-time first year teacher as well as long-term substitute who is hired prior to November 1 for the remainder of the school year, only then shall a department head be assigned as a lead teacher.

4a. After the principal consults with the Senior Delegate regarding the goals for lead teachers, the principal will meet with the lead teachers at the beginning of each semester to communicate those goals.

## B. TERMINATION

1. A teacher without tenure may not be discharged except for just cause. A written notice must be given by May 1<sup>st</sup> to a non-tenured teacher whose contract will not be renewed for the following year. Notice of non-renewal must be preceded by a written notice of unsatisfactory performance given to the teacher as soon as possible but not later than March 1<sup>st</sup>.

This notice of March 1<sup>st</sup> will contain the reasons the School has for considering the teacher unsatisfactory and will be interpreted to include but not limited to the evaluation reports and notices of deficiency. Copies of the aforesaid notices will be forwarded to the Association by certified mail on the same day on which said teacher is so notified. In the event that the notices of March 1<sup>st</sup> and May 1<sup>st</sup> are not given to both the teacher and the Association, the teacher's contract will be renewed.

2. Teachers without tenure hired after September 1, 1999 may not be terminated or non-renewed arbitrarily or capriciously. The non-renewal of a non-tenured teacher who is non-certified shall not be deemed to be arbitrary or capricious.

3. After three (3) years of successive employment by a non-tenured teacher

with certification, and in lieu of non-renewal, a non-tenured teacher with certification may be retained on probation without being granted tenure for an additional two (2) semesters.

A teacher who is to be retained on probation without tenure for two (2) additional semesters must be given written notice to that effect prior to the end of the sixth successive semester, but no later than May 1<sup>st</sup>. Such notice shall contain the reasons the School has for placing the teacher on probation and shall be interpreted to include but not be limited to evaluation reports and notices of deficiency. The reasons cited within the written notice shall not be a matter for the grievance procedure.

Notification of probation shall be preceded by a written notice of unsatisfactory performance given to the teacher as soon as possible, but no later than thirty (30) school days prior to the probation notice unless the cause for such action specifically arises after this date. This notice shall contain reasons the School has for considering the teacher unsatisfactory and shall be interpreted to include but not be limited to the evaluation reports and notices of deficiency to that effect. The reasons cited within such a notice shall not be a matter for the grievance procedure.

Teachers on probation shall automatically be granted tenure at the conclusion of their second semester on probation unless the procedures for non-renewal of contract contained in Section B1 above have been followed. Teachers placed on probation shall be assigned a lead teacher as described in Article IX, Section A4.

4. The long term substitute's employment status is at will. Upon the one hundred eightieth (180<sup>th</sup>) school day, a long-term substitute may not be terminated and/or non-renewed for arbitrary or capricious reasons. Additionally, the employment of a long term substitute will end upon the return of the teacher the long term substitute replaced.

5. Teachers having tenure may not be discharged except for just cause. The school must give written notice of termination to such teacher ninety (90) days prior to termination.

A copy of the aforesaid notice must be forwarded to the Association by

certified mail on the same day on which said teacher is so notified.

6. In the event the teacher or the Association questions any discharge, he/she or it will file a written grievance with the School concerning the same within ten (10) school days of the imposition of the discharge. In the event the discharge occurs during the last ten (10) school days of the school year, said teacher or the Association must file a written grievance with the School within fourteen (14) calendar days of the imposition of the discharge.

7. All persons in the educational ministry in the School understand that the support of the Christian Witness Statement must be reflected in their public behavior. Any grievance arising from the dismissal of a teacher for serious and public immorality and/or public rejection of official doctrine or laws of the Church shall be first discussed orally with the Principal. The charge shall then be reduced to writing and presented to the teacher. The teacher or the Association may then file a grievance under the provisions of Article XXIII up to and including Level C.

If the grievance is not resolved, the teacher or the Association may request arbitration by the Ordinary of the Diocese or his designate whose decision shall be final and binding on all concerned.

#### **ARTICLE X – EVALUATION PROCEDURE**

The purpose of the evaluation process is to assist the teacher in his/her continued professional growth.

The criteria used for the evaluation of teachers must be published in the Faculty Manual and is herein attached as Appendix A.

Teachers will retain all legal recourse against the School.



1. **OBSERVATION:** a formal visitation to the teacher's assigned work area by the Principal and/or Associate Principal(s) for the purpose of observing the teacher's work performance. For non-tenured teachers, the visitation shall be scheduled or unscheduled and will last for at least forty-five (45) minutes. For tenured teachers, the observation shall be scheduled with at least two (2) days advance notice and will last for at least forty-five (45) minutes. The Principal and Associate Principal(s) must possess a Supervisory Certificate or be actively working toward said certificate in order to observe and evaluate.

1a. This observation shall in no way be construed to place a limit on the number of informal observations.

1b. Lesson plans shall be introduced in the following manner:

During the 2008-2009 school year, curriculum mapping for all required courses in the academic departments shall be completed.

During the 2009-1010 school year, lesson plans will be required for one (1) course per semester.

During the 2010-2011 school year, one (1) additional lesson plan will be required per semester.

During the 2011-2012 school year, one (1) additional lesson plan will be required per semester.

A teacher's evaluator and his/her department chairperson may review the teacher's lesson plan(s) at least one (1) time per marking period and/or in accordance with past practice.

Lesson plans are non-evaluative and cannot be used to discipline a teacher.

2. **EVALUATION:** a written evaluation, prepared after the observation by the administrator who observed the teacher's work performance.

3. **ANNUAL EVALUATION:** a year-end written summary of the teacher's work performance which shall identify performance areas of strength and performance areas needing improvement. Each teacher is required to submit a Professional Improvement Plan (PIP) for the upcoming school year that shall be included

in the Annual Evaluation. The PIP will be developed by the teacher in consultation with the administrator. The administrator shall be responsible for the final approval as to whether the PIP content follows Diocesan Guidelines as well as New Jersey state laws and guidelines regarding PIPs and Professional Development hours.

3a. The School will be financially responsible for the costs of any workshops, training programs, seminars, and other professional development programs which fulfill the requirements of a teacher's PIP and which the teacher was directed to attend by the administration.

#### 4. **NON-TENURED TEACHERS**

There shall be at least three (3) formal observations with an evaluation per year of each non-tenured teacher in addition to the Annual Evaluation.

Long term substitutes shall be subject to the same evaluation procedures as non-tenured teachers.

#### 5. **TENURED TEACHERS**

There shall ordinarily be one (1) but no more than three (3) formal observations with an evaluation per year of each tenured teacher in addition to the Annual Evaluation.

#### 6. **CONFERENCES**

a) Within two (2) days preceding a formal observation of a tenured teacher, the administrator and the teacher shall meet and review what will be observed during the formal observation.

b) Within ten (10) school days following a formal observation, the administrator and the teacher shall meet and review the written evaluation and discuss its implications for the teacher's Annual Evaluation.

c) Prior to the end of the school year, and within ten (10) school days

of completion of the Annual Evaluation, the Principal or the Associate Principal and the teacher shall meet and review it.

d) Both the administrator and the teacher shall sign each evaluation and retain a copy for their respective records. The teacher's signature shall indicate only that he/she has received a copy of the evaluation and not that he/she is in agreement with it. The teacher may submit a written response to the evaluation within ten (10) days after the conference which shall be attached thereto. The administrator may, in reply, modify the evaluation if he/she deems it appropriate to do so. In the absence of a reply by the administrator within ten (10) days following receipt of the teacher's response, it shall be conclusively presumed that the evaluation remains unchanged.

#### **7. INFORMAL VISITATION**

The Principal, Associate Principal(s) and the respective Department Chairperson may visit all teachers in the performance of their professional duties. However, no formal written evaluation will be made. A written commendation or letter of deficiency may be made as a result of such visitation.

#### **ARTICLE XI – SENIORITY**

1. The School will recognize one level of seniority based on the length of the teacher's continuous employment in the bargaining unit with the School. Part time teachers will not hold seniority; provided, however, if a part time teacher becomes a full time teacher, his/her seniority will commence on the date of his/her becoming a full time teacher.

1a. A long term substitute teacher shall not accrue seniority. If the long-term substitute is hired as a permanent full-time teacher, seniority shall be retroactive to the first day of employment as a long term substitute.

2. The School will make available to the Association a complete seniority list

of all lay teachers arranged according to school seniority. This list will be made available no later than the first day of October and teachers will have ten (10) school days in which to present formal objections.

3. A newly employed teacher having prior teaching, counseling or administrative experience in any school system will receive up to six (6) years salary credit for such service on a year for year basis. The School may offer newly employed teachers additional year for year salary credit for such service to a maximum of ten (10) years.

4. The School will comply with the requirements of all Federal military service laws and will grant returning teachers full seniority and increments as required by law after their normal tour of duty.

5. If a lay teacher who has previously taught at Holy Cross High School is rehired within two (2) years of his/her prior service, and, if during those two years, he/she taught in another school or was engaged in a degree program, he/she will: (1) have his/her tenure restored if he/she was tenured; (2) be credited with his/her years of service in Holy Cross High School toward tenure if he/she was not tenured; and (3) be credited with his/her years of service in Holy Cross High School and in the school system in which he/she taught or the degree program in which he/she was enrolled for purposes of seniority and placement on the salary schedule.

## **ARTICLE XII – LEAVE**

1. **Sick Leave:** Each full time teacher covered by this Agreement who is actually working will be entitled to twelve (12) days sick leave with full pay during each school year. The sick leave may be accumulated from year to year to a maximum of 180 days. Sick days accumulated beyond the 180 days will be redeemed at the rate of \$35.00 per day at the end of the school year.

1a. Long term substitutes shall be granted one (1) day sick leave for every twenty (20) continuous school days worked. Unused sick leave days shall not accumulate from year to year unless the long term substitute is hired as a full time permanent teacher.

1b. In order to qualify for the aforesaid sick leave benefit, the teacher must notify the School as soon as possible on the first day of his/her illness. The intention of this sick leave policy is to ease the burden of the effects of illness on a teacher and the teachers agree that this sick leave provision will not be abused. Each teacher will, however, have the privilege of using any of these sick leave days for family emergencies and, if used, such days will be deducted from sick leave accumulation.

1c. When absence arises from assault or injury while acting in discharge of duties, the teacher will not forfeit any sick days.

1d. When absence arises from a work related injury, and the teacher has applied for and qualifies for workers' compensation temporary disability benefits, the teacher may at his/her option, use one-third (1/3) available sick day for each day missed.

1e. Each teaching period missed by a teacher will be recorded as an absence from a work period. For every four (4) such absences, the teacher will be charged with one (1) sick day for that school year.

2. **Personal Leave:** Each teacher will have two (2) days of personal leave during each school year to be used for personal reasons. The teacher can use three (3) of his/her sick days as additional personal days, if necessary. Each teacher will be entitled to take such leave provided the School administration is advised of the same in advance or as soon as possible in the case of emergency. Personal leave not used will become part of accumulated sick leave. The teacher shall give, if possible, notification to the Principal or his/her designee using the Absence Notification Form (Exhibit D).

3. **Professional Days:** Each teacher shall have the opportunity for one (1) professional day during the school year. Such request shall not be unreasonably denied. This professional day must be related to the teacher's classroom responsibilities. The

teacher shall make written application in advance using the Absence Notification Form (Exhibit D). The principal may grant other professional days at his/her discretion.

4. **Bereavement Leave:** In the event of a death in the immediate family of a full-time teacher (a parent, spouse, child, brother or sister, grandchild, mother-in-law or father-in-law and grandparents), said teacher will be entitled to take a leave at full pay of up to four (4) school days for each death. In the event of the death of an uncle, aunt, brother-in-law or sister-in-law of a full time teacher, said teacher will be entitled to take a leave at full pay for two (2) days. (Exhibit D—Absence Notification Form) The funeral leave authorized by this provision must be taken by the teacher between the date of death and the first day after the funeral. Teachers having to travel long distances to attend the funerals above mentioned may request additional time for travel and it will be granted at full pay. The teacher may use one (1) of his/her sick days to attend the funeral of a person not covered by this paragraph 4.

5. **Child Bearing Leave:** In the event of pregnancy, a teacher will notify the School in writing of her intent to take a child bearing leave of absence. The notice must contain all necessary information including dates of such leave and anticipated delivery. The notice must be given at least thirty (30) days prior to the date the teacher wishes to commence said leave, except in case of emergency. No teacher will be permitted to work longer than her doctor will permit.

The Principal's office will notify the teacher and the Association in writing as to whether or not such leave is granted and its duration.

A teacher may return to the School on thirty (30) days' notice to the School, upon the permission of the teacher's attending physician. Tenure previously acquired will be restored automatically. Beyond this time period, the School in its full discretion may or may not return the teacher to a teaching position at the School.

6. **Child Rearing Leave:** A teacher who was granted a child bearing leave of absence may apply for a child rearing leave of absence which will not extend beyond one (1) year from the conclusion of the child bearing leave. After careful review of the application, the Principal's office will notify the teacher and the Association in writing as to whether or not such leave is granted and its duration. All reasonable requests for such leave will not be denied.

The teacher shall notify the School in writing thirty (30) days prior to the date she wishes to return.

6a. A teacher not granted a child bearing leave of absence may apply for a child rearing leave of absence which will not extend beyond one (1) year from the conclusion of the spouse's child bearing leave of absence. The notice must be given at least thirty (30) days prior to the date the teacher wishes to commence said leave except in case of emergency. After careful review of the application, the Principal's office will notify the teacher and the Association in writing as to whether or not such leave is granted and its duration. All reasonable requests for such leave will not be denied. Upon conclusion of this child rearing leave, the teacher will return to the School.

The teacher shall notify the School in writing thirty (30) days prior to the date he wishes to return.

7. **Adoption Leave:** In the event a teacher adopts a child, he/she shall notify the School at least thirty (30) days prior to adoption, except in cases of emergencies, for an adoption leave of absence which shall be for a period of one (1) year following the date of adoption but may, at the option of the teacher, be for a shorter period of time. After careful review of the application, the Principal's office will notify the teacher and the Association in writing as to whether or not such leave is granted and its duration. All reasonable requests for such leave will not be denied.

7a. A teacher who was granted an adoption leave of absence may apply for an additional one (1) year of adoption leave. After careful review of the application, the Principal's office will notify the teacher and the Association in writing as to whether or

not such leave is granted and its duration. All reasonable requests for such leave will not be denied.

8. **Academic Leave:** Leaves of absence for academic purposes will be granted at the discretion of the School. Applications for academic leave will include the name of the academic institution and the particulars of the educational program into which the teacher seeks admission and/or special course of study to be pursued.

9. **Curriculum Leave:** Teachers desiring to develop curriculum materials will be granted a leave of absence under this article according to the provisions of Section 8 above. All applications for leave to develop curriculum materials will include the particulars of the education program or details of the particular curriculum project which the teacher will pursue.

10. Any teacher who is ill or injured will be granted a leave of absence.

11. **Extended Sick Leave:** Teachers will be granted extended leaves in the event of unforeseen circumstances not covered by the sick leave clause for a period of one (1) year.

12. **Association Leave:** Teachers in the School who are elected or appointed to positions within the Association will upon proper application be granted a leave of absence for one (1) year. No more than one (1) teacher may apply for this leave in any year. Any leave taken under this provision will be without pay. A teacher granted such a leave will continue to accrue seniority for salary increments during such leave. Teachers granted such leave will retain all insurance, pension, and other benefits. The Association will forward in advance all monies to cover these benefits. Upon return to service said teacher will be placed on the assignment which he or she left.



13. Teachers upon written application may be granted leaves of absence. All leaves of absence must be approved in writing with a copy to the Association.

The following will govern the granting of leaves of absence:

13a. All leaves of absence will be granted without pay or other benefits, except as provided herein.

13b. In order to qualify for a leave of absence (except child bearing, child rearing, adoption or extended sick leave of absence), a teacher must have completed three (3) years at Holy Cross High School.

13c. Teachers will return to School with full school seniority for all time spent on such leaves.

If the teacher has worked at least 90 school days, he/she will have this work experience credited as a full year for salary purposes.

13d. A teacher who fails to return to work upon termination of his/her leave of absence will be deemed to have terminated his/her employment.

13e. A teacher will be subject to immediate dismissal for falsifying any reason given to the School for a leave of absence.

13f. Any teacher taking a leave under this Article will continue to have pension or annuity contributions made in his/her behalf by the School for a period of one (1) year, except as modified by Article XX, Section 2d.

13g. Teachers who are on approved extended leave for illness or accident will continue on the Medical Plan, the Group Life Insurance, Dental and Vision Plans for 180 days and the summer shutdown. The full cost of the premiums will be borne by the School, except as modified by Article XX, Section 9.

Teachers who are on Child Bearing Leave will continue on the Medical Plan, Group Life Insurance Plan, Dental and Vision Plans. The full cost of such premiums will be borne by the School, except as modified by Article XX, Section 9.

Teachers who are on Child Rearing Leave for one (1) year beyond the

conclusion of the Child Bearing Leave will continue on the Medical Plan, Group Life Insurance Plan, Dental and Vision Plans. The full cost of such premiums will be borne by the School, except as modified by Article XX, Section 9.

Teachers who are on Adoption Leave or on Child Rearing Leave not preceded by a child bearing leave for one (1) year from the conclusion of the spouse's child bearing leave of absence or adoption will continue on the Medical Plan, Group Life Insurance Plan, Dental and Vision Plans. The full cost of such premiums will be borne by the School, except as modified by Article XX, Section 9.

Teachers who are on Academic Leave, Curriculum Leave or the second year of Adoption or Child Rearing Leave will continue on the Medical Plan, Group Life Insurance Plan, Dental and Vision Plans. The full cost of such premiums will be borne by the teacher.

13h. When the requested date of return from an approved leave substantially interferes with the continuity of instruction then the School, after consultation with the teacher and the Association, may adjust the return day to a more suitable time. Should this adjustment interfere with the 90 day rule as specified in Article XII, Section 13c, the teacher will not be penalized and will receive the full year's credit for salary purposes.

14. Leaves not specifically provided for in the contract may be granted in the sole discretion of the School, provided the leave is not for the purpose of seeking or accepting employment elsewhere.

15. If a teacher is granted a leave of absence for one month or more, the School will hire a substitute or re-assign a religious to fill that position for the length of time the teacher is on leave.

**ARTICLE XIII – JURY DUTY**

A full-time teacher who is summoned to jury duty will be paid by the 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. Beginning on the third day of jury duty, the teacher may retain the daily jury duty fee paid by the court. Teachers will be expected to work on those days when the jury is not actually in session. In order to receive payment, a teacher must give the School prior notice that he/she has been summoned for jury duty.

**ARTICLE XIV – REDUCTION IN FORCE**

1. If it becomes necessary to reduce personnel covered by this Agreement, the School will proceed in the following manner:

1a. The School agrees to inform the Association in writing of such action and the reasons thereof as soon as possible but at least thirty (30) days in advance of such constriction, but in no case later than April 30. The School will seriously consider any recommendations that the Association may make.

1b. Teachers will be laid off according to seniority in an academic field, providing that those who remain have the skill, ability, experience and competence (competence is defined as certification in the subject area or at least 18 credit hours in the subject area or two (2) years of satisfactory teaching at Holy Cross in the subject area) to fill the available teaching positions without training. No affected teacher will be laid off so long as a teacher with less school seniority in any academic field in which the affected teacher has a competency is retained. No non-affected teacher may be assigned to or voluntarily transfer into another department so long as there is a constriction in that department or if the movement would result in a constriction. The School will recall teachers who are laid off up to two (2) years after the date of layoff; provided however, teachers who are laid off and who are subsequently recalled will not accrue increments subject only to the provisions of Section 5 of Article XI of this Agreement.

1c. A department cannot constrict a teacher unless there are four (4) or more sections dropped.

2. Any teacher displaced pursuant to the terms of this Article will no longer have any rights under this contract; however, if there is a vacant position within the next two (2) school years, said teacher will be offered said position provided he/she has the competency as defined above to fill such available position.

3. The School will have the right to use religious as teachers, administrators, or in any other capacity that the school desires, subject to the provisions of Article IV and any other Article which may apply.

#### **ARTICLE XV – TEACHER ASSIGNMENT**

1. No later than February 1 of each school year, teaching, service and homeroom preference forms (see Exhibit B) will be distributed to all teachers and returned no later than ten (10) school days thereafter. The competency, as defined in Article XIV, Section 1b, and experience at the School of a teacher in conjunction with the preference forms will be the basis upon which assignments will be honored. Where preference form choices are not assigned, the administrator, the Department Chairperson, the Association and the teacher will mutually discuss the reasons. The administration is responsible for the final decision.

2. No later than June 1, the Department Chairperson will discuss with each member of the department his/her recommendations to the Administrator including subject, grade level(s), track level(s) or any special grouping. These recommendations are tentative in nature and subject to change.

3. By August 15, teachers will receive notice for both semesters of subject area, grade level assignments and track, if applicable, type of duty during the flex period, and homeroom/morning service in lieu of homeroom. Department Chairpersons shall receive notice of department members' subject area, grade level assignments and track. After August 15, a teacher's roster may be changed only after consultation with the teacher. Changes in rosters will not be made for arbitrary and capricious reasons.

3a. The Senior Delegate shall be kept informed of the progress and development of the Master Schedule during the summer shutdown and the break between terms. The Senior Delegate shall be informed of any roster changes after August 15 and throughout the school year.

4. The School will post the teachers' schedule of assignments, including class size, in the mail room and give a copy to each teacher no later than September 15.

5. Teachers will not be assigned to classes that require more than two (2) separate preparations per school year.

No teacher will be assigned to classes that require three (3) separate preparations per school year until all teachers have been assigned to classes that require two (2) preparations per school year, unless the teacher volunteers (Exhibit C).

No teacher will be assigned to classes that require four (4) separate preparations per school year until all teachers have been assigned to classes that require three (3) preparations per school year, unless the teacher volunteers (Exhibit C).

6. Teachers with Honors or Advanced Placement Courses will be deemed to have a separate preparation for each of these courses.

7. Teachers may not be assigned to more than three (3) consecutive teaching periods except in such cases as the School will determine four (4) consecutive teaching

periods are necessary. The School will not be arbitrary or capricious in making such an assignment. This clause will not be interpreted as a daily limitation on the total teaching periods assigned to the teachers.

8. Teachers must not be assigned more than eighty-one (81) students per day. A teacher must notify the School in writing within two (2) weeks of any problem in this area. No individual class is to exceed twenty-seven (27) students.

9. Room selection will be based on school seniority, where possible.

#### **ARTICLE XVI – DUTIES AND ACTIVITIES**

1. The school year will not exceed 180 days or the number of days required by State law plus one (1) day before and one (1) day after, whichever is greater; provided however, new teachers may be required to attend school up to three (3) additional days, part of which will be used for teacher orientation at which time the Association will be notified and will have an opportunity to inform new teachers of the provisions of this Agreement. (Association meetings will be held at the end of the School orientation program and attendance by teachers will be voluntary except for first year teachers.)

2. The School after consultation with the Association will have the right to establish and change the School's starting and finishing times and may schedule uniform starting and finishing times for all teachers. The teacher contractual work day shall be seven (7) hours, with an arrival time of 8:00 A. M. and an ending time of 3:00 P. M. Teachers are expected to be in their homerooms (teachers without homerooms will be assigned a room) until 3:00 P. M. unless the teachers must attend to school related business.

3. The School recognizes the importance of days of recollection and requires teachers to attend such days. If religious activities are part of the regular school schedule, teachers are required to attend and expected to display reverence during such activities. If the religious activity is during a teacher's prep period, attendance is encouraged.

4. Recognizing that Open Houses are the lifeline of Catholic Schools, all teachers are encouraged to attend one (1) Open House each school year.

5. There will be one (1) Parent Teacher Conferences and one (1) Back to School Night per semester. The scheduling of Parent Teacher Conferences will be determined by the School pursuant to the school calendar. The Back to School Night will occur on a Thursday after the first full week of each semester.

6. Teachers are required to attend professional meetings and/or spiritual activities as scheduled during the teacher work day and expected to display reverence during such activities.

Reasonable breaks shall be included in the schedule on in-service days.

7. Every teacher will have at least one (1) professional preparation period per regular school day. A preparation period is a continuous class period during which the teacher is not assigned to a programmed responsibility. The School will assign preparation periods on a fair and equitable basis.

8. Every teacher will have one (1) lunch period equal to thirty (30) minutes per day.

9. Each teacher may be assigned to one (1) service period per day during the Flex Period. These assignments will be given on a fair and equitable basis. These duties are assigned on a rotational basis with the understanding that duties are assigned at least three (3) days a week and activities are assigned only two (2) days a week. If a teacher does not sign up for an activity, then the teacher will be assigned to five (5) days of a duty.

9a. A joint labor-management committee will be established to address any issues surrounding scheduling. The Committee will consist of the Principal or his/her designee, the Senior Delegate or his/her designee, the Director of Student Activities and two (2) members of the teaching staff. The Committee shall make recommendations to the School and the School will give serious consideration to the Committee's recommendations. The Committee shall meet at least two (2) times during each marking period during each year of the Labor-Management Agreement. The Committee shall issue a report to the School and the Association at the end of each term.

10. A service period during the Flex Period is one in which the teacher is assigned to any professional duty other than teaching. These duties shall include, but not be limited to, study halls, supervision of cafeterias, classrooms, parking lot, halls and lavatories. Duty assignments can be changed during the school year, but not for arbitrary and capricious reasons.

11. No teacher will be assigned to teach more than 225 minutes per day, nor will any teacher be assigned to teach more than three (3) periods per day.

12. Changes in the daily schedule shall not be made for arbitrary or capricious reasons. The Senior Delegate will be consulted regarding any proposed change in the daily schedule.



13. In classes where senior students as well as any underclassmen are enrolled, all final assessments will be administered in class at the same time during the school day to all the students. At the end of the school year, teachers of classes having more than eight (8) underclassmen will administer a final assessment to the seniors in the class during the senior exam schedule, while underclassmen will take their final assessment during the scheduled underclass examination period. It is understood that instruction and assessment will continue in the classes for the remainder of the term.

14. Any change in the academic program of the School will be discussed with the Association. However, the School will make the final decision.

15. In-service meetings, faculty meetings, and department meetings may be held as conditions require. The number and length of time of such meetings will not vary excessively from past practice.

Teachers may be required to remain after school for meetings which may be scheduled eight (8) times during the school year at the end of the school day from 2:30 until 3:30. When these meetings are held, all teachers are required to attend. The dates of these meetings will be published in the school calendar at the beginning of the school year. The principal and/or his/her designee shall consult with the Senior Delegate regarding potential topics for these meetings.

16. A notice of significant dates will be mailed to all teachers by August 15. A yearly calendar will be published and given to the teachers by the first day of school, indicating the school holidays, orientations, in-service days, faculty meetings, examination dates, parent meetings, back to school night, parent conferences and Open House dates. Necessary changes will be published as soon as possible in advance of the scheduled change.

17. Teachers must be available for consultation with parents and/or pupils on a reasonable basis outside of class hours, but within the school day. Teachers are to check their telephone messages, e-mails, and mailboxes for messages, and to respond to all parental inquiries in a timely manner.

Each teacher is to maintain a parent correspondence log provided by the school, listing the parent/child names, date/time of parent inquiry, date/time of response and topics discussed, contingent upon the installation of four (4) additional phones in private locations. This log is subject to administrative review when requested.

18. The guidance director or his/her designee will work ten (10) full days during the summer shutdown. The schedule will be determined by the Principal in consultation with the guidance director or his/her designee. Compensation for such time will be calculated on the per diem rate of the guidance director or his/her designee.

#### **ARTICLE XVII – EXTRA- AND CO-CURRICULAR ACTIVITIES**

1. The acceptance of extra- and co-curricular activities will be at the discretion of the teacher.

2. The moderators of all clubs and activities, coaches, directors of public relations (if a lay teacher), director of audio visual, moderator of the school play and moderator of the school musical will receive additional pay. A scale for directors, moderators and coaches will be published in the Faculty Manual.

3. Coaches who are teachers in the school will have the last period of the school day rostered as a preparation period, except where the demands of scheduling are such that this is not possible.

## **ARTICLE XVIII – ADVANCEMENT POLICY**

1. Openings for all Department Chairpersons, moderators, coaches, administrative positions and any other position will be posted on the Faculty Bulletin Board in the mail room and will remain for ten (10) days prior to filling the position. A copy of all postings and the amount of stipend, if any, for the position, shall be given to the Senior Delegate. Notification of such available openings will contain a complete description of the duties and responsibilities of and qualifications for said positions. The criteria for such openings will be published in the Faculty Manual. Changes in the criteria must be posted on the Faculty Bulletin Board in the mail room. All outside coaches and moderators' positions shall be posted annually. All above openings not posted for ten (10) days before the end of the school year will be forwarded to the Association two (2) weeks prior to filling such positions. All qualified candidates may apply and priority of consideration will be given to the applicants from the School. For the purpose of this Article, priority of consideration will include an interview with the candidate(s) from the School, and a timely response from the Administration after the interview. The Administration is responsible for the final selection as long as proper procedure has been followed.

## **ARTICLE XIX – SALARY SCHEDULE**

1. Effective September 1, 2012, there is to be a one (1) year freeze on teacher salaries.

Effective September 1, 2013, each lay teacher will receive an increase of \$1,000 above the teacher's previous salary.

Effective September 1, 2014, each lay teacher will receive an increase of \$1,050 above the teacher's previous salary.

Effective September 1, 2015, each lay teacher will receive an increase of \$1,100 above the teacher's previous salary.

1a. The salary lanes will be as follows:

BA; BA + 15; BA + 30 or MA; MA + 15; MA + 30 or Earned Doctorate.

2. In the case of a BA + 15, BA + 30, MA + 15 or an MA + 30 in the above salary schedule, the extra credits warranting the additional remuneration must be post graduate credits.

3. Effective September 2012, the salary for a department chairperson will be as follows:

TERM	STIPEND/YEAR
1 <sup>st</sup>	\$1250
2 <sup>nd</sup>	\$1350
3 <sup>rd</sup> or more	\$1450

Effective September 2013, the salary for a department chairperson will be as follows:

TERM	STIPEND/YEAR
1 <sup>st</sup>	\$1525
2 <sup>nd</sup>	\$1625
3 <sup>rd</sup> or more	\$1725

The increment will be paid in equal installments throughout the school year on regular pay days.

4. The compensation for being a lead teacher shall be \$500 per full-time first year teacher or long-term substitute hired prior to November 1 for the remainder of the school year or teacher on probation up to a maximum of three (3) teachers. (Article IX, Sections A4 and B3)

5. Stipends for the Athletic Director, Assistant Athletic Director, Dean of Students, Campus Minister and Service Coordinator shall be published in the Faculty Manual.

6. Teachers (newly hired or returning from leave) starting to work on or after February 1<sup>st</sup> of any school year will not receive an increment the following year but will receive the increment in the second year following. Teachers starting work before February 1<sup>st</sup> of the school year will receive an increment the following September.

7. Teachers moving from one salary schedule lane to another (for example, from the BA to BA + 15 or BA + 15 to MA lanes) must have completed their course requirements preliminary to moving into a new lane before the start of the school year as a prerequisite to being paid under a new salary schedule lane.

8. Teachers will be paid over ten (10) months during the school year, September to June, unless by the Friday of the first week of school the individual teacher requests in writing that he/she be paid over twelve (12) months, September to August. Once a request is made, the teachers will be paid over twelve (12) months and such selection cannot be changed again until the following year.

9. All teachers will receive their pay every other Friday throughout the year. The first pay of the new school year will commence the first Friday after the opening of school for 22 payments if on 10 month pay or 26 payments if on 12 month pay.

10. Direct Deposit will be available at the bank designated by the teacher. Any

teacher who desires Direct Deposit must so notify the School. Should emergency conditions create a situation where a teacher's paycheck is unavailable or if a teacher's paycheck is lost, he/she will receive his/her paycheck on the next open business day.

#### **ARTICLE XX – FRINGE BENEFITS**

1. All teachers will have the option of enrolling in one (1) of the two (2) Diocesan health insurance plans—the Aetna HSA or the Aetna POS. The School will provide and pay for coverage for an eligible full-time teacher and his/her family as defined in said plans in accordance with all of the provisions of this Article.

The School will pay the deductible of \$1,500 for single coverage and \$3,000 for family coverage for any teacher selecting coverage in the Aetna HSA Plan. Such deductibles will be available to the teachers in full as of January 1 of each year.

Effective January 1, 2014, all teachers will be enrolled in the Diocesan Aetna HSA health insurance plan. A teacher may purchase up to the Aetna POS plan and will pay the difference between the POS and HSA plans. As insurance premiums change, the difference in rates may increase or decrease. Any such change will be passed on to the POS teacher/subscriber. This will be in addition to any teacher contributions listed in Section 10 of this Article.

The teacher's rights, benefits, obligations, qualifications, duties and eligibility requirements will be determined solely by the terms, provisions, requirements and conditions as set forth in the policy plan and contract providing the welfare protection. The following language will be signed by those desirous of family coverage.

“The undersigned teacher represents that she/he is the primary wage earner in her/his family, and, therefore, requests dependent protection under the School's hospitalization, medical/surgical and major medical coverage.

I understand that if, at any subsequent time, I cease to be the primary wage earner in my family, then, and in such event, I will advise the School that I no longer require the School's dependent hospitalization, medical/surgical and major medical coverage. I understand that, in either event, the School will provide individual coverage for me."

*"Primary wage earner" shall mean the family member who has the greatest earnings as defined in IRS regulations for compensation (Line 7 on Form 1040). Teachers will be required to provide sufficient proof to establish primary wage earner status upon request from the School.*

Teachers who resign their positions at the end of the school year will be covered under the Medical Health Plan through the summer shut down.

1a. A teacher may opt out of medical insurance coverage. A teacher wishing to do so will receive \$2,000 as part of his/her salary payable in equal installments on the second pay date in December and June. This option may be selected at the beginning of each new school year (deadline is September 1) and cannot be changed until the following school year, unless there is a change in life status.

A teacher who experiences a change in life status may opt back into medical insurance coverage at the time the life status change occurs. Any money paid to the teacher for opting out of medical insurance coverage shall be repaid by the teacher on a pro-rated basis at the time he/she is enrolled in medical insurance coverage.

In the event of the death of an employee who, at the time of his/her death, had ten (10) years of continuous employment at Holy Cross, the School will, at its expense, continue the medical insurance coverage for the surviving spouse and dependent

children for a period of twelve (12) months from the date of the employee's death provided that the spouse is not eligible for other coverage.

1b. HEALTH CONTINUATION COVERAGE

Former full-time employees, whose employment has terminated for any reason other than gross misconduct, will have available to them and selected dependents the opportunity to purchase health insurance at group rates from the School for a specified time. The participants pay the entire cost of health insurance. The coverage period will be:

- [a] Disabled employees – up to eighteen (18) months from the date original coverage ceases;
- [b] Spouses and dependents of deceased employees (children up to age 26) – up to eighteen (18) months from date original coverage ceases; and
- [c] All other employees – eighteen (18) months from date original coverage ceases.

2. For teachers hired prior to or on October 1, 2005, the School will continue the present Diocesan Pension Plan and Trust (“Pension Plan”) at no cost to the teachers. All employee rights, benefits, obligations, qualifications, duties and eligibility requirements will be determined solely by the terms, provisions, requirements, and conditions of the Plan. A brochure explaining the Plan will be given to each covered teacher.

2a. There will be a continuing exchange between the parties regarding the present pension plan, costs and benefits. Any recommendations submitted will be given serious consideration and treated in good faith on the part of both parties.

2b. No questions involving any pension plan or revised or amended plan will be subject to the grievance and arbitration provisions of this contract. The decisions of the Trustees of such plan in respect to all matters and actions taken in regard to the same



and its administration will be final and binding on the teachers who qualify for coverage under said plan and the parties hereunto.

2c. In the event that said Pension Plan and Trust is discontinued for any reason during the term of this Agreement, the Association and the School will immediately commence collective bargaining on the subject of the pension.

2d. Teachers hired after October 1, 2005 will no longer participate in the Diocesan Pension Plan and Trust, but will be able to participate in the Diocesan Tax Annuity Plan (403(b)). Any teacher who contributes to the Diocesan Tax Annuity Plan (403(b)) will receive a matching contribution from the School, such contribution not to exceed five percent (5%) of the teacher's gross bi-weekly salary.

Effective September 1, 2011, in addition to the above, for any teacher hired after October 1, 2005, the School shall contribute one percent (1%) of an individual teacher's salary to a tax sheltered annuity plan in the teacher's name.

3. Members of the bargaining unit who have reached the age of fifty-five (55) and have completed at least five (5) years of service are eligible for early retirement.

4. Members of the bargaining unit between the ages of sixty (60) and sixty-five (65) with thirty (30) years of service at the School who wish to retire will be offered the following incentives:

A. A teacher who is age sixty (60) with thirty (30) years of service will receive the sum of \$120 for each unused sick day up to a maximum of one hundred eighty (180) sick days.

A teacher who is age sixty-one (61) with thirty (30) years of service will receive the sum of \$100 for each unused sick day up to a maximum of one hundred eighty (180) sick days.

A teacher who is age sixty-two (62) with thirty (30) years of service will receive the sum of \$80 for each unused sick day up to a maximum of one hundred eighty (180) sick days.

A teacher who is age sixty-three (63) with thirty (30) years of service will receive the sum of \$60 for each unused sick day up to a maximum of one hundred eighty (180) sick days.

A teacher who is age sixty-four (64) with thirty (30) years of service will receive the sum of \$40 for each unused sick day up to a maximum of one hundred eighty (180) sick days.

B. A teacher who wishes to retire under this provision at the end of the school year in which he/she reaches the appropriate age must notify the School by March 1 of his/her intent to retire in order to receive the payments delineated in Section A above. Such monies shall be paid to the teacher in a lump sum on the first pay of July following the teacher's retirement. A teacher may elect to defer payment to the beginning of the calendar year after his/her retirement.

C. A teacher who opts for early retirement will continue to be covered under the Medical, Life, Dental and Eye Care plans as specified elsewhere in this Agreement at the level applicable at retirement until the teacher reaches age sixty-five (65).

D. A teacher who opts for early retirement may opt out of health insurance coverage. He/she will receive \$2,000 a year for each year that he/she opts out up to age sixty-five (65). Should the retired teacher experience a life-status change, he/she shall have the option of re-enrolling in the health insurance plan one (1) time during the period in which the teacher retires and subsequently attains normal retirement age.

E. A teacher who opts for early retirement shall be entitled to benefits as stated in Section 5B below upon reaching the age of sixty-five (65).

5. A teacher who wishes to retire at normal retirement age as defined by the

Pension Plan (age sixty-five (65)) or older must have a combination of age and years of service totaling eighty (80) in order to receive retirement benefits as set forth in this Agreement. A teacher who wishes to retire at the end of the school year under this provision must notify the School by March 1 of his/her intent to retire in order to receive the payments delineated in Section A below. A teacher who retires at normal retirement age as defined by the Pension Plan (age sixty-five (65)) shall be entitled to the following:

A. A teacher who is age sixty-five (65) or older with thirty (30) years of service will receive the sum of \$20 for each unused sick day up to a maximum of one hundred eighty (180) sick days. Such monies shall be paid to the teacher in a lump sum on the first pay of July following the teacher's retirement. A teacher may elect to defer payment for unused sick days to the beginning of the calendar year after his/her retirement.

B. A teacher who retires at age sixty-five (65) or older will receive benefits (Medigap C, Dental and Eye Care) according to the following formula:

1) A teacher with twenty-five (25) or more years of service as of September 1, 2005 will receive-Medigap C, Dental and Eye Care (individual or family coverage) for the remainder of the retiree's life. The full cost of these benefits shall be borne by the School.

In the event of the death of a retired teacher age sixty-five (65) or older whose spouse is not eligible for Medigap C, the spouse shall have the option of participating in the medical insurance plan until the spouse is eligible for Medigap C. The cost of the plan shall be borne by the spouse.

2) A teacher having at least ten (10) years of service but less than twenty-five (25) years of service as of September 1, 2005 will receive single coverage for Medigap C, Dental and Eye Care for the remainder of the retiree's life. The full cost of these benefits shall be borne by the School.

3) A teacher with less than ten (10) years of service as of September 1, 2005 or any teachers hired on or after September 1, 2005 will not be eligible for any of the retirement benefits specified in Section 5B above.

6. The retiring teacher will be given priority of consideration if they choose to serve as a substitute teacher on a part-time basis, which is limited to twenty (20) hours per week.

7. The group life insurance program currently in effect will be continued. All employee rights, benefits, obligations, qualifications, duties and eligibility requirements will be determined solely by the terms, provisions, requirements, and conditions of the Plan. A brochure explaining the Plan will be given to each covered teacher.

Teachers shall have the option of purchasing up to an additional \$150,000 of life insurance in increments of \$10,000 subject to all terms and conditions imposed by the carrier. The cost of the additional insurance shall be borne by the teacher.

8. The Dental Plan as upgraded will cover all eligible teachers and their families for Preventive, Basic and Major Service. Full time teachers and their families will be covered only during any periods the teacher is actually working and during the summer shutdown. The School's liability under this Article is to pay the cost of and provide said dental protection for the teachers. The teacher's rights, benefits, obligations, qualifications, duties and eligibility requirements will be determined solely by the terms, provisions, requirements and conditions as set forth in the policy plan and contract providing the dental protection.

9. The Eye Care Plan as upgraded will cover all eligible teachers and their families. The cost of the program will be borne by the School. The Association will make appropriate arrangements with an insurance company to accept payment and set up a plan.

10. All teachers enrolled in either the Aetna HSA or the Aetna POS shall contribute toward the monthly premium costs of the medical health, prescription, dental and eye care plans. The cost will be \$200 per year for single coverage, \$275 per year for husband & wife or parent & child coverage and \$350 per year for family coverage. The contribution shall be increased by \$20 per year for each level of coverage during the life of this Agreement.

11. Long term substitute teachers are not entitled to any fringe benefits until such time as they have been employed as a long term substitute for 180 continuous school days. Long term substitutes may purchase medical health, prescription, dental and/or eye care during this time. Long term substitutes shall receive the above benefits paid by the School upon the 181<sup>st</sup> school day of continuous employment.

12. In the event of any change in the provider of any insurance plan covered by this Agreement, the plan to be provided shall be equal to or better than the plan previously provided. The School agrees that the insurance plan providers providing all coverages may be changed only after consultation with the Association. Both parties agree that any recommendations submitted will be given serious consideration and treated in good faith on the part of both parties.

13. The School will pay the cost for a teacher disability plan as upgraded. The Association will make all arrangements for said plan to be known as the Holy Cross High School Salary Continuance Plan and all teachers' rights, benefits, eligibility requirements and obligations will be governed strictly by the terms of such plan.

14. The School will allow all children of any teacher to attend Holy Cross High School and the School agrees that no tuition or fees, except Driver's Education Fees, will be charged. Children of a teacher who dies while he/she is an employee of

Holy Cross High School shall not be expected to pay tuition or fees, except Driver's Education Fees.

15. Teachers will receive a 50% discount on the purchase of all food sold in the school cafeteria during regular student lunch periods.

16. A Voluntary Tax-Sheltered Annuity Program will be continued. Upon receipt of proper check-off authorization, the School will cause to be deducted such monies as are designated by the teachers and will remit such monies to the Annuity Company chosen by the Association. The Association will make appropriate arrangements with an insurance company to accept payment and set up a plan. All teachers' rights, benefits, eligibility requirements and obligations will be governed by the terms of the plan. The only obligation of the School will be to Check-off and remit monies checked off.

17. The School will make available the purchase of U.S. Savings Bonds through payroll deduction.

18. To offer the opportunity for the improvement of professional competence, the School will set aside a fund of \$12,000.00 per budget year to assist teachers in the pursuit of an approved educational goal.

A teacher will be reimbursed up to \$500.00 per graduate credit and \$250.00 per undergraduate credit.

If there is money remaining in the Fund, additional courses will be handled on a fair, equitable and rotating basis.

18a. The teacher shall make written application to the principal using the Tuition Reimbursement Request Form (Exhibit E). This written notice to the School must be given prior to enrolling in the course. The School must approve enrollment in

the course and the course must be related to the high school curriculum or high school advancement of the teacher.

18b. In order for reimbursement to be made to the teacher, proof of receipt of the credit hours with a grade of "C" or better must be provided to the School. At this time, reimbursement shall occur for the first course of each semester. Subsequent courses will be covered by Paragraph 17c.

18c. Reimbursement shall be paid by the School on June 30 of each year provided the teacher is a full-time teacher in the School. Reimbursement shall also be paid in the case of a teacher's death, a teacher's disability or a teacher affected by a reduction in force, as long as the teacher completed an approved course at the time of death, disability or reduction in force.

18d. Any teacher requesting and receiving tuition reimbursement shall agree to remain employed at the School for a total of two (2) full school years following the school year in which the course(s) were completed. (A school year is defined as September 1 to August 31.) In the event a teacher separates from employment with the School prior to fulfilling the above mentioned two (2) year commitment, the teacher will reimburse the School for any monies he/she received for which the two (2) year commitment applies. Such monies shall be deducted from the teacher's final paycheck. This repayment shall be waived in the case of a teacher's death or disability or a teacher being affected by a reduction in force.

19. In the event that Workmen's Compensation or Social Security coverage is terminated either by court decision or legislation, the School and the Association will meet to replace the above coverage with comparable coverage. The School will not contribute any monies exceeding the prevailing rates.

20. The School agrees to follow the Diocese of Trenton Guidelines set forth in the letter by Msgr. William Fitzgerald, Chancellor, dated 9/16/81 with subsequent revisions regarding unemployment and disability benefits.

21. The School will make arrangements for the necessary procedures so that individual teachers may take advantage of IRS 125 provisions. A brochure explaining the IRS 125 provisions will be given to each covered teacher.

22. Only one member of a married couple, both of whom are employed by Holy Cross High School, shall be designated "Head of Household" and be eligible for the family health coverage, dental and eye care plans.

23. Any teacher who intends to leave the employ of the School at the close of the school year and has completed at least three (3) years and one (1) day of teaching will receive a separation bonus of \$500.00 provided a written notice of resignation is given to the school by April 15. It is understood that this clause does not apply to those teachers who are retiring. This provision will not apply to teachers hired after September 1, 1999.

#### **ARTICLE XXI – TEACHER EXPENSE REIMBURSEMENT**

1. The School will provide at no cost to the teacher excess automobile liability coverage for teachers transporting students and other faculty members in their own cars on behalf of the School provided said teachers have permission of the School. The additional insurance coverage will bear limits of \$300,000/\$500,000/\$50,000 over and above the teacher's liability coverage. There will be no additional collision coverage afforded.

2. Any employee making purchases on behalf of the School is required to obtain the appropriate tax exempt paperwork before making any purchases. The School will not reimburse any employee for any tax for which the School is exempt.



3. The School will reimburse the teachers for the following expenses incurred on behalf of the School provided said teachers have the permission of the School:

- a. The IRS mileage rate for use of personal automobile to transport the teacher or other faculty members.
- b. Tolls for the use of public highways, bridges, etc. provided receipts are submitted.
- c. In cases of emergency on a regularly scheduled activity or when prior written approval of the activity has been obtained, all reasonable expenses.
- d. On In-Service Days, teachers will be reimbursed for mileage. The teacher will deduct from his/her total mileage the miles to and from School. No reimbursement will be paid if the School provides transportation.

#### **ARTICLE XXII – TEACHER SUBSTITUTION**

In the event that it becomes necessary to require a class substitution, the School will assign substitutions in the following sequence:

- a. Hire a substitute to cover the class.
- b. Use teacher aides who may be available as well as teachers who volunteer to substitute during their prep period. The stipend shall be \$25 for substitution during a prep period.
- c. Use administrative personnel who may be available.
- d. Assign teachers having less than fifteen (15) teaching periods in a week,

- e. Assign teachers who have a prep period, which teachers may be available at the time. The School will honor a statement by the teacher so asked that the teacher has planned to use the prep period for constructive work related to his/her teaching duties, and so requests to be excused that period.

In this case, teachers will substitute for only one-half (1/2) of a class period and shall receive a stipend of \$12.50.

- f. In the final instance, the School may assign any teacher available to cover the substitution.

The School provides a full-time substitute teacher for extended absences of regular teachers.

The School will not assign a teacher to substitute for the school nurse.

Records of all substitutions will be available to the Senior Delegate upon proper notice to the appropriate administrator.

### **ARTICLE XXIII – GRIEVANCE PROCEDURE**

1. Any grievance arising during the term of this Agreement will be settled in the following manner:

- a. After an informal discussion between the teacher or teacher and his/her Association representative, at the teacher's option, and the principal of the School, the grievance must be submitted by the party or the teacher aggrieved to the other party in writing and must be presented to the adverse party within seven (7) school days from the date the grievance arose or from the time when the grievant could reasonably have known of its occurrence, whether or not a discussion was held.

- b. The grievance will be discussed between the teacher, the Senior Delegate and the principal of the School within five (5) school days after presentation of the grievance. The party required to answer the grievance will give his/her answer in writing within three (3) school days after the close of the discussion provided in this step.

c. In the event the grievance is not adjusted as heretofore provided, the grievance will, within ten (10) school days after the answer in the previous step, be discussed between the Senior Delegate, the business representative of the Association and the principal of the School. The party required to answer the grievance will give his/her answer in writing within five (5) school days after the close of the discussion in this step.

d. Only grievances arising out of or involving the interpretation, violation, construction or application of any clause in this Agreement which are not settled under the foregoing steps, may be submitted to final and binding arbitration. Only the Association or the School may proceed to arbitration as provided herein. In the event either the Association or the School wishes to proceed to arbitration it must notify the adverse party in writing within ten (10) school days after the answer of the disposition of the grievance in the previous step.

e. For grievances filed or processed after the last day of the teacher work year and prior to the September reopening, an additional two (2) days will be added to each step of the process during the summer shutdown.

f. The party desirous of arbitration may request the New Jersey State Board of Mediation or the American Arbitration Association to submit a list of arbitrators from which an arbitrator may be selected in accordance with the parties of that Board or Association.

g. The parties agree to expedite the grievance and arbitration steps to the end that all controversy will be settled at as early a date as possible.

- 1) In the grievance steps, if a party required to answer does not answer within the prescribed time the moving party will proceed to the next step.
- 2) Failure to proceed to the next step within the prescribed time for doing so will constitute acceptance of the

answer at the step from which no  
appeal was made.

h. In the event of arbitration the costs of the impartial arbitrator will be borne equally by the parties.

i. The authority of the arbitrator is limited to an interpretation of the provisions of this Agreement and the arbitrator has no authority to alter, modify, substitute or change in any way the terms of this Agreement.

j. The Association or School may initiate or appeal a grievance at the appropriate step in the grievance procedure.

#### **ARTICLE XXIV – DEPARTMENT CHAIRPERSONS**

1. The term of the department chairperson will be for two (2) years. At the end of that time, the position will be posted.

2. The School will make every effort to avoid assigning a department chairperson to a homeroom. The department chairperson will be assigned no more than five (5) teaching periods per year in order that the department chairperson may be able to assist in informal visitation of the members of his/her department, the planning and programming of his/her department's curriculum, and the interview process in the hiring of new members to his/her department.

Effective September 1, 2013, the department chairperson will be assigned six (6) teaching periods per year. The department chairperson will not be assigned a duty on the flex period.

Any change in the duties of the department chairpersons will be made only after consultation with the Senior Delegate. The duties will not vary significantly from past practice.

3. Substitutions on the department chairperson's preparation period will be in the rotation with other preparation period substitutions. These substitutions will be tracked as any other substitutions on a preparation period.

#### **ARTICLE XXV – ADMINISTRATIVE PERSONNEL**

Administrative personnel may continue to teach as they have in the past; however, they cannot be used to displace or replace a full-time teacher or a potential full-time teaching position.

#### **ARTICLE XXVI – STRIKES AND LOCKOUTS**

1. The Association, its officers and representatives and the teachers covered by this Agreement will not strike, slowdown, picket, or in any way interfere with or interrupt the operation of the School during the term of this Agreement.

2. The School agrees there will be no lockout of teachers during the term of this Agreement.

3. Should there be a strike, slowdown, picketing or interruption or interference with the operation of the School, or violation of this Article in any manner by the Association or the teachers covered hereunder during the term of this Agreement, the Association, by its officers, agents and delegates, will immediately declare the strike, slowdown, picketing or interference with the operation of the School illegal and unauthorized. The Association agrees further to cooperate with the School to remedy any such situation by immediately giving written and oral notice to the School and the teachers involved declaring the said activity unlawful, by ordering said teachers to return to work and by directing said teachers to resume full normal teaching operations.

4. Should the School attempt to establish a policy which is grieved as being

in violation of the contract, said policy will not be implemented until the grievance is resolved.

#### **ARTICLE XXVII – PART-TIME EMPLOYEES**

In the event that the School believes it necessary to employ a part-time teacher, the School will notify the Association in writing.

The School will explore any alternative to the hiring of a part-time teacher with the Association prior to advertising for and filling the position.

A part-time teacher may not teach more than two (2) block classes per school year.

The School may assign administrators; however, neither part-time teachers nor administrators (religious or lay) can be used to replace or displace full-time teachers or potential full-time teachers. Part-time teachers will not be entitled to the benefits of this Agreement.

#### **ARTICLE XXVIII – MANAGEMENT PREROGATIVE**

1. It is understood that usual and customary management rights and functions are vested in the School.

Where matters are specifically covered in the contract, such contract language will govern.

2. The Administration has the right to assign, supervise, discipline for just cause and require teacher accountability in all curricular and extra- and co-curricular areas so long as this is not inconsistent with the terms of the Agreement.

## **ARTICLE XXIX – COOPERATION**

The Association, the teachers covered by this Agreement and the Administration of the School agree to cooperate so that the students will receive the best Catholic education possible. It is understood that this clause does not increase the ordinary responsibility of the teacher to the School.

## **ARTICLE XXX – MISCELLANEOUS**

1. Teachers will not participate in, incite, support or assist any demonstrations which interfere with or interrupt the normal operation of the School.
  
2. All teachers will sign in and out on a daily basis in the notebook provided in the school office.
  
3. Teachers will not teach anything to the students which is in opposition to or in conflict with the fundamental tenets and precepts of Catholic doctrine. Programs sponsored by the School which foster the official position of the Roman Catholic Church will not be openly opposed by teachers.
  
4. When college boards or merit scholarship tests are administered at the School, the teaching staff will be given first opportunity to volunteer as proctors and receive the usual remuneration. They will be chosen on a rotation basis according to seniority. Any teacher refusing his/her turn must wait until all other teachers have been offered an opportunity under the rotational program. Notice of these tests will given to all faculty members.
  - 4a. In regard to participation in school events, including but not limited to freshman testing, registration, open house, dances, proms, class nights and home sporting events, the teaching staff will be given first opportunity to volunteer as proctors and receive the usual remuneration, if any. They will be chosen on a fair and equitable basis.

Any teacher refusing his/her turn must wait until all other teachers have been offered an opportunity under the rotational program. Notice of these events will be posted in the faculty mail room.

4b. Parking lot duty after school will be on a voluntary basis. Any teacher who volunteers for this duty will receive remuneration of \$20.00 per hour. Any teacher who wishes to volunteer for this duty will place his/her name on a list at the beginning of each semester. Volunteers will be chosen on the basis of seniority. They will be chosen on a fair and equitable basis. Any teacher who is unable to fulfill his/her turn must wait until all other teachers have been offered an opportunity under the seniority selection process.

5. Teachers accepting administrative positions at the School outside the bargaining unit may elect to return to the bargaining unit and their former position at the beginning of any school year during the term of this Agreement, and such teachers will obtain full seniority for the period of service in the administrative capacity.

6. Each teacher will complete a letter of intent (Exhibit F) and submit it to the School by May 1<sup>st</sup> indicating an intention to return the following year.

7. The School will continue to make available voice mail which the teachers may call from 7:00 P. M. to 6:00 A. M. on the eve of a school day if calling in sick. In case of emergency, the teachers will make every effort to call by 6:00 A. M. on the day of the absence.

8. The School will assign science classes that require lab facilities to classrooms with lab facilities where available. No non-science class will be scheduled in the Chemistry lab, currently Room 106, where possible.



9. The teacher will maintain the right and responsibility of determining grades of students within the grading policies of Holy Cross High School. No changes in grades will be made by anyone but the teacher assigning the grade. In the case of a teacher who has resigned, after the school has made a reasonable effort to contact the teacher concerning a grade problem, the School may change the mark.

10. Students coming into a class must meet the course prerequisites for the class. If they do not, a parental waiver form (Exhibit G) is required, a copy of which is given to the teacher. Only the Associate Principal for Student Services can assign a student to a class.

11. In the event that a student must be added or removed from a teacher's class anytime subsequent to ten (10) school days into the semester, the teacher will be given at least one (1) day advance notice through the Form currently in use at the School. This clause does not include new students entering the School.

12. If a student is assigned to audit a class, the appropriate administrator will provide the opportunity to discuss the situation with the teacher(s) involved at least one (1) day in advance.

13. In regard to vandalism performed upon the property of a teacher, the following will be the understanding:

If a teacher's personal property is subject to vandalism at a school-sponsored function which teachers are attending in an official capacity, and if the teacher can sustain the burden of showing that the vandalism to his/her property occurred at

said school-sponsored function, the School agrees to take the same action it would take in cases where the school property is subject to vandalism, insofar as the investigation of the cause of the vandalism, and the remedial action to be taken with regard to those responsible for the vandalism.

Teachers will park their motor vehicles in areas designated for faculty parking. If vehicles are parked in these areas and a teacher can sustain the burden of showing that vandalism to a vehicle occurred during a school-sponsored function, the School will reimburse the teacher for the actual cost of repairs to the vehicle up to a maximum of \$500.00. Individual teachers will be personally responsible for obtaining comprehensive automobile coverage if they desire financial protection exceeding \$500.00.

14. Each department will receive \$20 per teacher for classroom materials purchased at the School's bookstore.

15. The School will provide a private room for teachers to make private telephone calls for school and personal reasons. The cost of any personal phone calls will be borne by the teacher placing them.

16. The School will establish a room for each department as space permits.

17. Fans will be provided for all classrooms and lounges.

#### **ARTICLE XXXI – PERSONNEL FILE**

1. A teacher has the right to examine his/her personnel file in private. The request will be granted within two (2) days. The teacher will acknowledge his/her examination of the file in writing and will have the right to answer any material in such file and such answer will be included in his/her file. A teacher will be permitted access to pre-employment material, letters of recommendation, prior employer letters, prior school history and items of similar character.

1a. No detrimental or derogatory material from sources other than the personnel file may be introduced in a disciplinary action against a teacher.

1b. Only the teacher, the Principal, and the Vice Principals will have an official right and reason for inspecting a teacher's file.

1c. All material being placed in a teacher's personnel file must be presented to the teacher to be initialed prior to placement in his/her file. Such initialing does not indicate approval of said material, merely proof that it has been presented. Should a teacher refuse to initial any material, the teacher will indicate in writing, with date included, the specific material that the teacher is refusing to initial, and this statement by the teacher must be attached to said material. No anonymous material may be placed in a teacher's file.

1d. Materials must be in the file within six (6) months after the cause of the complaint arises or from the time when the cause of the complaint could have reasonably been known.

1e. Upon receipt of a written request, the teacher shall be furnished no more than two (2) reproductions of any material in his/her file over the course of the school

year. Such reproduction shall be furnished to the teacher within two (2) school days of the request. The teacher shall acknowledge in writing the receipt of this material.

#### **ARTICLE XXXII – SAVINGS AND SEPARABILITY CLAUSE**

1. The parties agree that all of the clauses of this Agreement will be severable. Any clause which may be prohibited by, invalid under, or in contravention of any operable Federal or State Law, or under which Employer or Union is required to do any act which is in contravention of any Federal or State Law, will be null and void, but in such event the remaining clauses will continue in full force and effect for the term of the Agreement, and any renewal thereof.

2. The parties agree, in good faith, to attempt to replace any such null and void clause with a clause which conforms with the law.

3. The parties further agree that if during the term of the Agreement or any renewal thereof any such null and void clause will become legal or permissible by legislative enactment, a subsequent decision of the courts or otherwise, such null and void clause will again become part of this Agreement.

3. Any disagreement under this Article will be submitted to the Grievance Procedure.

#### **ARTICLE XXXIII – TERM OF AGREEMENT**

**THIS AGREEMENT** will be effective as of September 1, 2012 and will continue in full force and effect to and including 11:59 P. M. on August 31, 2016 and for one (1) year terms thereafter, unless written notice of termination of same will have been mailed, certified mail, return receipt requested, by either to the other party, by April 1<sup>st</sup> of

the then current year, in which event this Agreement will then terminate at the end of the then current year and all rights and obligations of the parties and employees whatsoever the nature will terminate. In the event such notice is given, negotiations for a renewal contract will commence not later than April 15<sup>th</sup>.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representative, this \_\_\_ day of \_\_\_\_\_, 2013.

ASSOCIATION OF CATHOLIC  
TEACHERS, LOCAL UNION 1776

HOLY CROSS HIGH SCHOOL

BY \_\_\_\_\_

BY \_\_\_\_\_

(SAMPLE OF INDIVIDUAL TEACHER CONTRACT)

THIS AGREEMENT, entered into this \_\_\_\_\_ day of 20\_\_\_\_ by and between \_\_\_\_\_, hereinafter referred to as the "Teacher" and HOLY CROSS HIGH SCHOOL, Delran Township, New Jersey, hereinafter referred to as the "School":

WITNESSETH:

The Teacher agrees to teach at Holy Cross High School and Holy Cross High School agrees to hire the teacher at Holy Cross High School for the school year at the annual rate of \$ \_\_\_\_\_. The aforesaid salary will be paid as requested in the collective bargaining contract. The Teacher may resign upon sixty (60) days notice in writing to the School.

THIS AGREEMENT is subject to the terms and conditions set forth in the collective bargaining agreement between Holy Cross High School and the Association of Catholic Teachers, Local Union No. 1776, dated \_\_\_\_\_ which agreement is made a part hereof and which agreement is incorporated herein by reference.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals the day and year above written.

HOLY CROSS HIGH SCHOOL

By \_\_\_\_\_

\_\_\_\_\_Teacher

## APPENDIX A

A. THE CRITERIA USED FOR THE EVALUATION OF TEACHERS IS AS FOLLOWS:

<b>Quality</b>	<b>Indicator</b>
<b>Instructional Strategies</b>	<ul style="list-style-type: none"> <li>• Employs different techniques and instructional strategies, such as hands-on learning</li> <li>• Stresses meaningful conceptualization, emphasizing the student's own knowledge of the world</li> <li>• Shows awareness and uses current educational theories and methods which incorporate right/left brain learning styles</li> </ul>
<b>Content &amp; Expectations</b>	<ul style="list-style-type: none"> <li>• Sets overall high expectations toward improvement and growth in the classroom</li> <li>• Gives clear examples and offers guided practice</li> <li>• Stresses student responsibility and accountability in meeting expectations</li> <li>• Teaches metacognitive strategies to support reflection on learning process</li> </ul>
<b>Complexity</b>	<ul style="list-style-type: none"> <li>• Is concerned with having students learn and demonstrate understanding rather than memorization</li> <li>• Holds reading as a priority</li> <li>• Stresses meaningful conceptualizations emphasizing the student's own knowledge of the world</li> <li>• Emphasizes higher order thinking skills</li> </ul>
<b>Questioning</b>	<ul style="list-style-type: none"> <li>• Questions reflect type of content, goals of lesson</li> <li>• Varies question type to maintain interest and momentum</li> <li>• Prepares questions in advance</li> <li>• Uses wait time during questioning</li> </ul>
<b>Student Engagement</b>	<ul style="list-style-type: none"> <li>• Attentive to lesson momentum, appropriate questioning, clarity of explanation</li> <li>• Varies instructional strategies, type of assignments and activities</li> <li>• Leads, directs and paces student activities</li> </ul>

**APPENDIX B**

**SALARY SCALE 2012-2013**

<b>Years Teaching</b>	<b>BA</b>	<b>BA plus 15</b>	<b>BA plus 30 or MA</b>	<b>MA plus 15</b>	<b>MA plus 30 or Earned Doctorate</b>
1	37,700	37,900	38,150	38,350	38,700
2	37,700	37,900	38,150	38,350	38,700
3	38,600	38,800	39,050	39,250	39,600
4	39,500	39,700	39,950	40,150	40,500
5	40,400	40,600	40,850	41,050	41,400
6	41,300	41,500	41,750	41,950	42,300
7	41,800	42,000	42,250	42,450	42,800
8	42,300	42,500	42,750	42,950	43,300
9	42,800	43,000	43,250	43,450	43,800
10	43,300	43,500	43,750	43,950	44,300
11	43,800	44,000	44,250	44,450	44,800
12	44,300	44,500	44,750	44,950	45,300
13	44,800	45,000	45,250	45,450	45,800
14	45,300	45,500	45,750	45,950	46,300
15	45,700	45,900	46,150	46,350	46,700
16	46,200	46,400	46,650	46,850	47,200
17	46,700	46,900	47,150	47,350	47,700
18	47,200	47,400	47,650	47,850	48,200
19	47,700	47,900	48,150	48,350	48,700
20	48,200	48,400	48,650	48,850	49,200
21	48,950	49,150	49,400	49,600	49,950
22	50,250	50,450	50,700	50,900	51,250
23	51,400	51,600	51,850	52,050	52,400
24	52,550	52,750	53,000	53,200	53,550
25	53,550	53,750	54,000	54,200	54,550
26	54,550	54,750	55,000	55,200	55,550



27	55,850	56,050	56,300	56,500	56,850
28	57,050	57,250	57,500	57,700	58,050
29	57,650	57,850	58,100	58,300	58,650
30	58,150	58,350	58,600	58,800	59,150
31	59,148	59,367	59,640	59,859	60,243
32	59,964	60,207	60,512	60,755	61,180
33	60,947	61,219	61,559	61,831	62,308
34	61,714	62,009	62,376	62,670	63,184
35	62,531	62,850	63,246	63,565	64,120
36	63,188	63,531	63,960	64,303	64,902
37	64,132	64,374	64,902	65,166	65,845
38	65,332	65,574	66,104	66,446	67,046
39	65,930	66,175	66,702	67,046	67,647
40	66,446	66,688	67,217	67,559	68,162
41	67,132	67,374	67,904	68,145	68,846
42	67,647	67,889	68,419	68,761	69,361
43	68,162	68,403	68,932	69,275	69,875
44	68,846	69,090	69,618	69,962	70,562
45	69,361	69,703	70,133	70,475	71,075
46	69,875	70,218	70,647	71,190	71,589
47	70,562	70,913	71,332	71,676	72,277
48	71,211	71,419	71,846	72,190	72,791
49	71,589	71,934	72,361	72,706	73,305
50	72,105	72,448	72,857	73,219	73,821
51	72,277	72,616	73,049	73,390	73,990

**APPENDIX C**  
**SALARY SCALE 2013-2014**

<b>Years Teaching</b>	<b>BA</b>	<b>BA plus 15</b>	<b>BA plus 30 or MA</b>	<b>MA plus 15</b>	<b>MA plus 30 or Earned Doctorate</b>
1	37,800	38,000	38,250	38,450	38,800
2	38,700	38,900	39,150	39,350	39,700
3	38,700	38,900	39,150	39,350	39,700
4	39,600	39,800	40,050	40,250	40,600
5	40,500	40,700	40,950	41,150	41,500
6	41,400	41,600	41,850	42,050	42,400
7	42,300	42,500	42,750	42,950	43,300
8	42,800	43,000	43,250	43,450	43,800
9	43,300	43,500	43,750	43,950	44,300
10	43,800	44,000	44,250	44,450	44,800
11	44,300	44,500	44,750	44,950	45,300
12	44,800	45,000	45,250	45,450	45,800
13	45,300	45,500	45,750	45,950	46,300
14	45,800	46,000	46,250	46,450	46,800
15	46,300	46,500	46,750	46,950	47,300
16	46,700	46,900	47,150	47,350	47,700
17	47,200	47,400	47,650	47,850	48,200
18	47,700	47,900	48,150	48,350	48,700
19	48,200	48,400	48,650	48,850	49,200
20	48,700	48,900	49,150	49,350	49,700
21	49,200	49,400	49,650	49,850	50,200
22	49,950	50,150	50,400	50,600	50,950
23	51,250	51,450	51,700	51,900	52,250
24	52,400	52,600	52,850	53,050	53,400
25	53,550	53,750	54,000	54,200	54,550
26	54,550	54,750	55,000	55,200	55,550

27	55,550	55,750	56,000	56,200	56,550
28	56,850	57,050	57,300	57,500	57,850
29	58,050	58,250	58,500	58,700	59,050
30	58,650	58,850	59,100	59,300	59,650
31	59,150	59,350	59,600	59,800	60,150
32	60,148	60,367	60,640	60,859	61,243
33	60,964	61,207	61,512	61,755	62,180
34	61,947	62,219	62,559	62,831	63,308
35	62,714	63,009	63,376	63,670	64,184
36	63,531	63,850	64,246	64,565	65,120
37	64,188	64,531	64,960	65,303	65,902
38	65,132	65,374	65,902	66,166	66,845
39	66,332	66,574	67,104	67,446	68,046
40	66,930	67,175	67,702	68,046	68,647
41	67,446	67,688	68,217	68,559	69,162
42	68,132	68,374	68,904	69,145	69,846
43	68,647	68,889	69,419	69,761	70,361
44	69,162	69,403	69,932	70,275	70,875
45	69,846	70,090	70,618	70,962	71,562
46	70,361	70,703	71,133	71,475	72,075
47	70,875	71,218	71,647	72,190	72,589
48	71,562	71,913	72,332	72,676	73,277
49	72,211	72,419	72,846	73,190	73,791
50	72,589	72,934	73,361	73,706	74,305
51	73,105	73,448	73,857	74,219	74,821
52	73,277	73,616	74,049	74,390	74,990

**APPENDIX D**  
**SALARY SCALE 2014-2015**

<b>Years Teaching</b>	<b>BA</b>	<b>BA plus 15</b>	<b>BA plus 30 or MA</b>	<b>MA plus 15</b>	<b>MA plus 30 or Earned Doctorate</b>
1	37,950	38,150	38,400	38,600	38,950
2	38,850	39,050	39,300	39,500	39,850
3	39,750	39,950	40,200	40,400	40,750
4	39,750	39,950	40,200	40,400	40,750
5	40,650	40,850	41,100	41,300	41,650
6	41,550	41,750	42,000	42,200	42,550
7	42,450	42,650	42,900	43,100	43,450
8	43,350	43,550	43,800	44,000	44,350
9	43,850	44,050	44,300	44,500	44,850
10	44,350	44,550	44,800	45,000	45,350
11	44,850	45,050	45,300	45,500	45,850
12	45,350	45,550	45,800	46,000	46,350
13	45,850	46,050	46,300	46,500	46,850
14	46,350	46,550	46,800	47,000	47,350
15	46,850	47,050	47,300	47,500	47,850
16	47,350	47,550	47,800	48,000	48,350
17	47,750	47,950	48,200	48,400	48,750
18	48,250	48,450	48,700	48,900	49,250
19	48,750	48,950	49,200	49,400	49,750
20	49,250	49,450	49,700	49,900	50,250
21	49,750	49,950	50,200	50,400	50,750
22	50,250	50,450	50,700	50,900	51,250
23	51,000	51,200	51,450	51,650	52,000
24	52,300	52,500	52,750	52,950	53,300
25	53,450	53,650	53,900	54,100	54,450
26	54,600	54,800	55,050	55,250	55,600

27	55,600	55,800	56,050	56,250	56,600
28	56,600	56,800	57,050	57,250	57,600
29	57,900	58,100	58,350	58,550	58,900
30	59,100	59,300	59,550	59,750	60,100
31	59,700	59,900	60,150	60,350	60,700
32	60,200	60,400	60,650	60,850	61,200
33	61,198	61,417	61,690	61,909	62,293
34	62,014	62,257	62,562	62,805	63,230
35	62,997	63,269	63,609	63,881	64,358
36	63,764	64,059	64,426	64,720	65,234
37	64,581	64,900	65,296	65,615	66,170
38	65,238	65,581	66,010	66,353	66,952
39	66,182	66,424	66,952	67,216	67,895
40	67,382	67,624	68,154	68,496	69,096
41	67,980	68,225	68,752	69,096	69,697
42	68,496	68,738	69,267	69,609	70,212
43	69,182	69,424	69,954	70,195	70,896
44	69,697	69,939	70,469	70,811	71,411
45	70,212	70,453	70,982	71,325	71,925
46	70,896	71,140	71,668	72,012	72,612
47	71,411	71,753	72,183	72,525	73,125
48	71,925	72,268	72,697	73,240	73,639
49	72,612	72,963	73,382	73,726	74,327
50	73,261	73,469	73,896	74,240	74,841
51	73,639	73,984	74,411	74,756	75,355
52	74,155	74,498	74,907	75,269	75,871
53	74,327	74,666	75,099	75,440	76,040

**APPENDIX E**  
**SALARY SCALE 2015-2016**

<b>Years Teaching</b>	<b>BA</b>	<b>BA plus 15</b>	<b>BA plus 30 or MA</b>	<b>MA plus 15</b>	<b>MA plus 30 or Earned Doctorate</b>
1	38,150	38,350	38,600	38,800	39,150
2	39,050	39,250	39,500	39,700	40,050
3	39,950	40,150	40,400	40,600	40,950
4	40,850	41,050	41,300	41,500	41,850
5	40,850	41,050	41,300	41,500	41,850
6	41,750	41,950	42,200	42,400	42,750
7	42,650	42,850	43,100	43,300	43,650
8	43,550	43,750	44,000	44,200	44,550
9	44,450	44,650	44,900	45,100	45,450
10	44,950	45,150	45,400	45,600	45,950
11	45,450	45,650	45,900	46,100	46,450
12	45,950	46,150	46,400	46,600	46,950
13	46,450	46,650	46,900	47,100	47,450
14	46,950	47,150	47,400	47,600	47,950
15	47,450	47,650	47,900	48,100	48,450
16	47,950	48,150	48,400	48,600	48,950
17	48,450	48,650	48,900	49,100	49,450
18	48,850	49,050	49,300	49,500	49,850
19	49,350	49,550	49,800	50,000	50,350
20	49,850	50,050	50,300	50,500	50,850
21	50,350	50,550	50,800	51,000	51,350
22	50,850	51,050	51,300	51,500	51,850
23	51,350	51,550	51,800	52,000	52,350
24	52,100	52,300	52,550	52,750	53,100
25	53,400	53,600	53,850	54,050	54,400
26	54,550	54,750	55,000	55,200	55,550

27	55,700	55,900	56,150	56,350	56,700
28	56,700	56,900	57,150	57,350	57,700
29	57,700	57,900	58,150	58,350	58,700
30	59,000	59,200	59,450	59,650	60,000
31	60,200	60,400	60,650	60,850	61,200
32	60,800	61,000	61,250	61,450	61,800
33	61,300	61,500	61,750	61,950	62,300
34	62,298	62,517	62,790	63,009	63,393
35	63,114	63,357	63,662	63,905	64,330
36	64,097	64,369	64,709	64,981	65,458
37	64,864	65,159	65,526	65,820	66,334
38	65,681	66,000	66,396	66,715	67,270
39	66,338	66,681	67,110	67,453	68,052
40	67,282	67,524	68,052	68,316	68,995
41	68,482	68,724	69,254	69,596	70,196
42	69,080	69,325	69,852	70,196	70,797
43	69,596	69,838	70,367	70,709	71,312
44	70,282	70,524	71,054	71,295	71,996
45	70,797	71,039	71,569	71,911	72,511
46	71,312	71,553	72,082	72,425	73,025
47	71,996	72,240	72,768	73,112	73,712
48	72,511	72,853	73,283	73,625	74,225
49	73,025	73,368	73,797	74,340	74,739
50	73,712	74,063	74,482	74,826	75,427
51	74,361	74,569	74,996	75,340	75,941
52	74,739	75,084	75,511	75,856	76,455
53	75,255	75,598	76,007	76,369	76,971
54	75,427	75,766	76,199	76,540	77,140

**EXHIBIT A**  
**HOLY CROSS HIGH SCHOOL**  
**TEACHER OBSERVATION FORM**

Name of Teacher \_\_\_\_\_  
Tenured \_\_\_\_\_ Non-Tenured \_\_\_\_\_  
Date of Observation \_\_\_\_\_  
Period Observed \_\_\_\_\_  
Time Observation Began \_\_\_\_\_ Time Observation Ended \_\_\_\_\_  
Lesson \_\_\_\_\_

I. Narrative: (Optional) (To Be Attached)

II. Evaluative Criteria:

Instructional Strategies:

Commendation(s)

Suggestion(s)

Content & Expectations:

Commendation(s)

Suggestion(s)

Complexity:

Commendation(s)

Suggestion(s)

Questioning:

Commendation(s)

Suggestion(s)

Student Engagement:

Commendation(s)

Suggestion(s)

III. Summative:

Commendation(s)

Suggestion(s)

\_\_\_\_\_  
Signature of the Teacher

\_\_\_\_\_  
Signature of the Principal/Associate Principal

\_\_\_\_\_  
Date

The teacher's signature does not indicate approval of the material in the Report; it is merely proof that it has been submitted.



**EXHIBIT B**  
**TEACHER PREFERENCE FORM**

Course Choices (in order of preference). Please list Tracks and any Special Courses for which you wish to be rostered.

First \_\_\_\_\_

Second \_\_\_\_\_

Third \_\_\_\_\_

Homeroom Duty                      Order Preference (1, 2, etc.)

\_\_\_\_\_ Freshman    \_\_\_\_\_ Sophomore    \_\_\_\_\_ Junior    \_\_\_\_\_ Senior    \_\_\_\_\_ Area

Flex Duty                              Order Preference (1, 2, etc.)

\_\_\_\_\_ Lunchroom

\_\_\_\_\_ Hall

\_\_\_\_\_ Activity (Article XVI, Section 9)

\_\_\_\_\_ Other \_\_\_\_\_

Additional Comments:

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Signature \_\_\_\_\_

**EXHIBIT C**  
**VOLUNTEER FORM**

Teachers shall not be assigned to classes that require more than two (2) separate preparations per school year except in such cases as the School shall determine additional preparations are necessary. Should this become necessary, the School then shall make every effort to assign the additional preparations to those teachers who have fewer preparations. In no case shall a teacher be assigned more than two (2) preparations until the other members of the department have two (2) preparations.

Volunteer Forms (Exhibit C) must be distributed to all teachers in order that those who volunteer for additional preparations can be assigned first, where qualified. In the event no teachers volunteer, the School may request teachers to take the assignment and if no teachers will accept the assignment, the School will assign teachers in accordance with past practice.

\*\*\*\*\*

I, \_\_\_\_\_

Name of Teacher

VOLUNTEER \_\_\_\_\_

DO NOT VOLUNTEER \_\_\_\_\_

FOR THE FOLLOWING PREPARATIONS:

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

Signature \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT D**  
**ABSENCE NOTIFICATION FORM**

Holy Cross High School  
Absence Notification Form

Name of Teacher/Staff Member \_\_\_\_\_ Date of Notification \_\_\_/\_\_\_/\_\_\_

Absence : Day(s) of week and Date(s) \_\_\_\_\_

- Absent Whole Day(s)                      OR                       Absent Partial Day
- Absent {  I will be present for the beginning of the school day but will need to leave at \_\_\_:\_\_\_  
                   \_\_\_ for the remainder of the day.
- Partial {  I will not be present for the beginning of the school day. I will arrive at \_\_\_:\_\_\_  
                   and will remain at school for the remainder of the school day.
- Day {  I will be present for the beginning of the school day but will leave at \_\_\_:\_\_\_ AND  
                   will return to school at \_\_\_:\_\_\_.

**\*\*\*\* All employees are required to notify the Administration when leaving from and returning to school \*\*\*\***

**The following coverage will be needed (please list room/course):**

1. \_\_\_\_\_ 3. (Flex) \_\_\_\_\_ 5. \_\_\_\_\_  
 2. \_\_\_\_\_ 4. (Flex) \_\_\_\_\_ 6. \_\_\_\_\_  
 Homeroom \_\_\_\_\_ Lit./AM Assembly \_\_\_\_\_ PM Assembly \_\_\_\_\_

Please cancel the scheduled Club/Activity during Flex period # \_\_\_\_\_ Club/Activity Name \_\_\_\_\_

**Taken as (Please enter the number of days or indicate hours in the appropriate box):**

- Sick                       Personal                       Professional (attach Professional Day Form)
- Jury Duty                       Vacation (Non-Teaching Staff only)
- Bereavement (Relationship to Self \_\_\_\_\_)
- School Function/Business (specify \_\_\_\_\_)

**Place form in Associate Principal for Business Administration's mailbox. Copies will be distributed upon approval. Thank you.**

For Office use: Date Approved: \_\_\_\_\_ Associate Principal for Bus. Admin. \_\_\_\_\_  
 WHITE – Administration File                      YELLOW – Main Office File                      PINK – Faculty/Staff Member

**EXHIBIT E**

**TUITION REIMBURSEMENT REQUEST FORM**

(This form must be submitted prior to enrolling in the course which is defined as prior to registration.)

This section to be completed by the teacher:

NAME: \_\_\_\_\_ Date of Application \_\_\_\_\_

College/University \_\_\_\_\_

Title of Course(s) \_\_\_\_\_

Graduate Undergraduate Number of Credits \_\_\_\_\_

Date Classes Begin \_\_\_\_\_ Date Classes End \_\_\_\_\_

Cost per credit hour (tuition only – no fees) \_\_\_\_\_

\*\*\*\*\*

This section to be completed by the Principal:

The signature of the Principal denotes approval or denial of the course in regard to its relationship to the high school curriculum and/or the high school advancement of the teacher. Any disbursement of funds will be in accordance with the conditions set forth in the Labor-Management Agreement (Article XX, Section 17).

Approved Denied – Reason for denial \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

\*\*\*\*\*

This section to be completed by the Associate Principal for Business Administration

Proof of cost per credit hour submitted

Proof of final grade submitted

Tuition reimbursement paid Date \_\_\_\_\_ \$ \_\_\_\_\_

\*\*\*\*\*

Signature of Associate Principal for Business Administration denoting date of submission of this form:

Signature \_\_\_\_\_ Date \_\_\_\_\_

(Applicant should obtain a copy of this form with the above signature for his/her records.)

**EXHIBIT F**  
**LETTER OF INTENT**

**HOLY CROSS FACULTY**  
**NOTICE OF INTENT**

[Insert School Year]

\_\_\_\_\_ At the present time, I intend to return to Holy Cross for the  
\_\_\_\_\_ school year.

\_\_\_\_\_ At the present time, I am not certain that I will be returning  
to Holy Cross for the \_\_\_\_\_ school year.

\_\_\_\_\_ I will not be returning to Holy Cross after the conclusion of  
the current school year.

Comments:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**EXHIBIT G**  
**COURSE PLACEMENT WAIVER FORM**

Student's Name \_\_\_\_\_ IBM# \_\_\_\_\_  
Last First

**WAIVER**

I wish my child to be permitted to enroll in the following course(s)  
 providing there is space available:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Because this is contrary to the advice of the **Holy Cross High School Guidance Counselor** who assisted in the selection process and/or contrary to the student qualifications required for the course, I am assuming full responsibility for this decision.

**In addition,** I will obtain any necessary tutoring, if the need arises, to assist my child in being successful with this course during the school year. In the event of failure, my child will be required to make up the course in a certified summer school program.

**I agree not to request removal from this course at any time.**

\_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_  
 Date      Parent/Guardian's Signature      Student's Signature

**FOR OFFICE USE ONLY**

\_\_\_\_\_      \_\_\_\_\_  
 Date Received      Administrator's Signature

Effective Date of Change \_\_\_\_\_

**EXHIBIT H**

**RECORD OF LEAD TEACHER VISITED CLASSES**

Teacher: \_\_\_\_\_

Department: \_\_\_\_\_

Classes Visited:

Date/Period:

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

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

(Signature of Teacher)

(Signature of Lead Teacher)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

Submit completed form to the Office of the Associate Principal of Curriculum and Instructional Development at the end of each marking period.

Cc: Office of the Associate Principal of Curriculum and Instructional Development

